

ORCUTT UNION SCHOOL DISTRICT
Regular Meeting of the Board of Trustees
Wednesday, December 11, 2019
Closed Session – 6:00 P.M.
Public Session – 6:30 P.M.
District Office Board Room
500 Dyer Street, Orcutt, CA 93455

CALL TO ORDER 6:00 P.M.

- A. Pledge of Allegiance

CLOSED SESSION PUBLIC COMMENTS

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.
 - b. Agency representative – Superintendent.
 - c. Superintendent. Agency representative – Board of Trustees
5. Student disciplinary/expulsion matters.
6. Conference with Legal Counsel: Anticipated Litigation Pursuant to California Government section 54956.9(d) (2).

RECONVENE TO PUBLIC SESSION 6:30 P.M.

- B. Public Report on Action Taken in Closed Session
- C. Adoption of December 11, 2019 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. OAHS ASB update
2. OCAF update
3. Alice Shaw School Presentation
4. Facilities Update
5. CAASPP/Dashboard Update

E. ITEMS SCHEDULED FOR INFORMATION/DISCUSSION

1. Items from the Board

F. Public Comment

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

G. Written Communication

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

CONSENT AGENDA ITEMS

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

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Board Meeting, November 13, 2019
- E. Minutes, Special Curriculum Board Meeting, November 20, 2019
- F. Board Policy 0460, Local Control and Accountability Plan for second reading
- G. Board Policy 1431, Waivers for second reading
- H. Board Policy 3510, Green School Operation for second reading
- I. Board Policy 3511, Energy Management for second reading
- J. Board Policy 3515, Campus Security for second reading
- K. Board Policy 3540, Transportation for second reading
- L. Board Policy, 3551, Food Service Operations/Cafeteria Fund for second reading
- M. Board Policy 3555, Nutrition Program Compliance for second reading
- N. Board Policy 5131, Conduct for second reading
- O. Board Policy 5132, Dress and Grooming for second reading
- P. Board Policy 4116, Probationary/Permanent Status for second reading
- Q. Board Policy 4119.22/4219.22/4319.22, Dress and Grooming for the second reading
- R. Board Policy 4216, Probationary/Permanent Status
- S. Board Policy 7140, Architectural and Engineering Services for second reading
- T. Board Bylaw 9323, Meeting Conduct for the second reading

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

Moved _____

Second _____

Vote _____

ITEMS SCHEDULED FOR ACTION

A. GENERAL

1. Board Policy 0520, Intervention for Underperforming Schools

It is recommended that the Board of Trustees adopt the new Board Policy 0520, Intervention for Underperforming Schools, for first reading and that it be placed on the next Consent Agenda for second reading.

Moved _____ Second _____ Vote _____

2. Board Policy 0520.1, Local Comprehensive and Targeted Support for Improvement

It is recommended that the Board of Trustees adopt the new Board Policy 0520.1, Local Comprehensive and Targeted Support and Improvement, for first reading and that it be placed on the next Consent Agenda for second reading.

Moved _____ Second _____ Vote _____

3. Approval of Crisis Go Agreement with an Emergency Preparedness/Communication System

It is recommended that the Board of Trustees approve the agreement Crisis Go with an Emergency Preparedness/Communication System, as submitted.

Moved _____ Second _____ Vote _____

B. BUSINESS SERVICES

1. 2018-2019 Audit Reports

The 2018-2019 Audit Report was completed under the direction of Scott Gustafsson, with Eide Bailey, LLP. It is recommended that the Board of Trustees accept the audit reports ending June 30, 2019, as presented. A copy of the 2018-2019 Audit Report is available for review at the District Office, 500 Dyer Street, Orcutt, CA between the hours of 7:30 a.m. – 4:30 p.m., Monday through Friday.

Moved _____ Second _____ Vote _____

2. Resolution No. 12 Commitment of the General Fund Balance

It is recommended that the Board of Trustees adopt Resolution No. 12 Commitment of the General Fund Balance, as submitted.

Moved _____ Second _____ Vote _____

3. First Interim Report, 2019-2020

It is recommended that the Board of Trustees approve the First Interim Report, Orcutt Union School District General Fund, 2019-2020 as presented and authorize the filing of a positive certification for 2019-2020 and the next two years with the Santa Barbara County Education Office. A copy of the First Interim Report is available for review at the District Office, 500 Dyer Street, Orcutt, CA, between the hours of 7:30 a.m. – 4:30 p.m., Monday through Friday.

Moved _____ Second _____ Vote _____

4. Accounting of Developer Fees for the 2018-19 Fiscal Year (Annual Report) and Five-Year Developer Fee Report

It is recommended that the Board of Trustees approve the Accounting of Developer Fees for the 2018-19 Fiscal Year (Annual Report) and the Five -Year Developer Fee report, as submitted.

Moved _____ Second _____ Vote _____

5. Approval of Key Site 17 Long Term Ground Lease Agreement with TAIT CP, LLC

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

Moved _____ Second _____ Vote _____

6. Caldwell, Flores, Winters, Inc.(CFW) Contract for Professional Consulting Services

It is recommended that the Board of Trustees approve the Caldwell, Flores, Winters, Inc. Contract for Professional Consulting Services, as submitted.

Moved _____ Second _____ Vote _____

7. Approval of a Pool of Architects for Future Facility Projects

It is recommended that the Board of Trustees approve a Pool of Architects for Future Facility Projects, as submitted.

Moved _____ Second _____ Vote _____

8. Approval of PMSM/19six Architects Professional Services Agreement

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

Moved _____ Second _____ Vote _____

9. Award Bid for the Innovation Center Electrical Conduit Work

It is recommended that the Board of Trustees Award the Innovation Center Electrical Conduit Work to Smith Mechanical-Electrical-Plumbing, as the lowest, responsive and responsible bidder, as submitted.

Moved _____ Second _____ Vote _____

10. Joint Use Agreement between the Orcutt Union School Boys and Girls Club of Mid Central Coast

It is recommended that the Board of Trustees approve the revised Boys and Girls Club of Mid Central Coast Agreement, as submitted.

Moved _____ Second _____ Vote _____

11. Approval of Orcutt Youth Softball Association Agreement

It is recommended that the Board of Trustees approve the revised Orcutt Youth Softball Association Agreement, as submitted.

Moved _____ Second _____ Vote _____

12. Approval of Child Nutrition Super Co-Op Contract for the 2020-2021 School Year

It is recommended that the Board of Trustees approve the Super Co-Op Contract for the 2020-2021 school year, as submitted.

Moved _____ Second _____ Vote _____

13. 2019-2020 Resolution No.10 Delegation of Authority to District Staff

It is recommended that the Board of Trustees adopt 2019-2020 Resolution No. 10 Delegation of Authority to District Staff as presented.

Moved _____ Second _____ Vote _____

C. EDUCATIONAL SERVICES

1. School Plan for Student Achievement for Patterson Road, Lakeview JHS, Alice Shaw, Olga Reed, Orcutt Academy Charter School

It is recommended that the Board of Trustees approve the School Plan for Student Achievement for Patterson Road, Lakeview JHS, Alice Shaw, Orcutt Academy K-8, Olga Reed, Orcutt Academy Charter School, as submitted.

Moved _____ Second _____ Vote _____

GENERAL ANNOUNCEMENTS

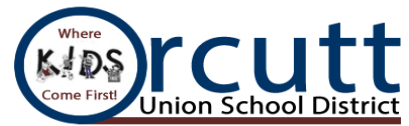
Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, January 15, 2020, beginning with Closed Session starting at 6:00 p.m., Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA. There will be an Annual Organizational Special Board Meeting, on Monday, December 16, 2019, 5:00 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.

Classified Personnel Action Report
 Orcutt Union School District
 December 11, 2019



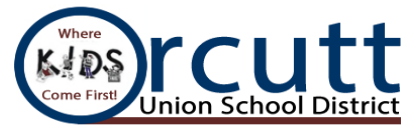
TO: Deborah Blow, Ed.D.

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
Acosta, Hilda	Nightingale	Noon Duty Supervisor	6/1	1.67	\$13.00 per hr.	10/1/19	Permanent/Probationary
Acosta, Hilda	Lakeview JH	Noon Duty Supervisor	6/1	.83	\$13.00 per hr.	10/1/19	Permanent/Probationary
Ambrosi, Angelique	District	Instructional Assistant I & II, Substitute	11 & 12		\$13.76 & \$14.10 per hr.	11/7/19	Substitute
Ando, Ivy	Orcutt Academy HS	Instructional Assistant	11/2	3.5	\$15.20 per hr.	1/13 – 1/31/20	Request unpaid leave of absence (14 days)
Atanasov, Richard	Campus Connection	Office Assistant	14/6	4.0	\$200 per mo.	11/1/19	Professional Growth – 4 increments of \$50.00
Atanasov, Richard	Campus Connection	Office Assistant	14/6	6.0	\$19.90 per hr.	11/4/19	Increase in hours
Badenell, Lisa	Transportation	Bus Attendant	11/6	33.6 per wk.	\$18.48 per hr.	12/1/19	Increase in hours
Bohn, Debbie	District	Office Assistant, Substitute	14/6		\$19.90 per hr.	11/4/19	Substitute
Butler, Suzanne	Dunlap	Media Specialist	14/2	12 per wk.	\$1,000 per yr., prorated	11/1/19	Educational Stipend – Bachelor's
Carrier, Laura	Olga Reed/Orcutt Academy K-8	Media Specialist	14/4	20 hrs. per wk.	\$18.05 per hr.	11/2/17	Increase in hours (1 hour), retro active
Chenoweth, Arial	Health Services	Licensed Vocational Nurse	27/3	6.0	\$23.68 per hr.	11/8/19	Resignation
Christensen, Diane	Dunlap	Media Specialist	14/6	12 per wk.	\$19.90 per hr.	12/31/19	Retirement
Crandall, Crystal	Transportation	Bus Attendant, Substitute	11/6		\$18.48 per hr.	11/4/19	Substitute
Csotya, Marie	Health Services	Licensed Vocational Nurse, Substitute	27		\$21.49 per hr.	11/1/19	Substitute
Deines, Jenia	Campus Connection	Child Care Assistant, Substitute	6		\$12.35 per hr.	11/1/19	Substitute
Hernandez, Carly	Nightingale	Office Assistant	14/3	7.0	\$17.19 per hr.	12/16/19	Promotion
Inboden, Tricia	Nightingale	Child Nutrition Cashier	7/6	2.5	\$16.75 per hr.	11/12/19	Reduction of hours (from 3.75 to 2.5)
Inboden, Tricia	Nightingale	Child Nutrition Cook	9/6	1.5	\$17.59 per hr.	11/12/19	Promotion

Classified Personnel Action Report
 Orcutt Union School District
 December 11, 2019



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
Kell, Ashley	Transportation	Bus Attendant	11/2	22.9 per wk.	\$15.20 per hr.	11/12/19	Permanent/Probationary
Kell, Ashley	District	Instructional Assistant I & II, Substitute	11 & 12		\$15.20 & 15.59 per hr.	11/12/19	Substitute
Landreth, Chadley	Lakeview JHS	Media Specialist	14/6	29 hours per wk.	\$19.90 per hr.	11/1/19	Voluntary reduction of hours
Landron, Mary	Transportation	Bus Driver	18/5	34.17 per wk.	\$20.92 per hr.	12/1/19	Increase in hours
Lopez, Lanette	Nightingale	Instructional Assistant II	12/6	6.0	\$18.94 per hr.	12/31/19	Request Early Retirement Incentive
McGeary, Rebecca	Transportation	Bus Driver	18/6	31.82 per wk.	\$21.97 per hr.	10/28/19	Increase in hours
Macias, Pamela	Transportation	Bus Attendant, Substitute	11/4		\$16.76 per hr.	10/28/19	Substitute
Marin, Sandra	Olga Reed	Instructional Assistant, I	11/1	3.5	\$14.48 per hr.	11/25/19	Permanent/Probationary
Morales, Josiah	District	Instructional Assistant I & II, Substitute	11 & 12		\$13.76 & \$14.10 per hr.	11/12/19	Substitute
Munoz-Montes, Diego	Orcutt JHS/Orcutt Academy HS	Custodian, Night	17/2	8.0	\$3,068 per mo.	10/28/19	Permanent/Probationary (15/2 + 5% shift differential)
Musumeci, Randy	Transportation	Bus Driver	18/4	4.5	\$19.93 per hr.	10/28/19	Resignation
Ramos, Emily	Transportation	Bus Attendant	11/2	3.67	\$15.20 per hr.	11/15/19	Permanent/Probationary
Rowe, Summer	Nightingale	Child Nutrition Cook	9/6	4.75	\$17.59 per hr.	12/1/19	Increase in hours (1.0 additional)
Trump, Clarissa	Pine Grove	Instructional Assistant, I	11/6	3.5	\$125.00 per mo.	2/1/20	Longevity – 10 years
Urquhart, Kristina	Health Services	Licensed Vocational Nurse	27/5	6.0	\$26.11 per hr.	11/12/19	Permanent/Probationary



Certificated Personnel Action Report
Orcutt Union School District
December 11, 2019

TO: Dr. Deborah Blow, Superintendent
FROM: Susan Salucci, Assistant Superintendent / Human Resources
RE: Recommendations for Board Approval and Ratification

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Ahler, Laura	Joe Nightingale	Extra Duty	\$40/hr	10/31/19	IEP Meeting, .75 hr
Alter, Sara	Ralph Dunlap	Hourly	\$25	10/1-10/31/19	Intervention, 112.5 hrs
Basulto, Christian	Orcutt JHS	V-1 Daily	\$53,008* \$2,500* \$110	1/13/19 2019-20 11/1/19	Temporary Pro-rated Signing Bonus, Year 1 Staff Development for long term sub assignment, 1 day
Batchelor, Melanie	Pine Grove	Hourly	\$25	10/1-10/30/19	Art Enrichment, 81 hrs
Belanger, Rebecca	Pine Grove	Extra Duty	\$40/hr	10/17-10/29/19	IEP Meetings, 1.58 hrs
Benedict, Patricia	Patterson Road	Hourly	\$25	10/1-10/31/19	Intervention, 84 hrs
Birdsall, Neeta	Orcutt Academy K-8	Extra Duty	\$40/hr	10/17/19	Wonders Workshop, 2 hrs
Blanchard, Kimberly	Joe Nightingale	Hourly	\$25	10/1-10/31/19	Intervention, 118.5 hrs
Bloom, Loren	District	Extra Duty	\$47.10/hr	10/16-10/24/19	IEP Meetings, 2.75 hrs
Bormes, Lori	Ralph Dunlap	Hourly	\$25	10/1-10/30/19	Art Enrichment, 69 hrs
Brickey, Patrick	Lakeview JHS	Extra Duty	\$40/hr	10/2-10/29/19 10/29/19	After School Computer Lab, 4 hrs Worked Prep, 1 hr
Buchanan, Sarah	Pine Grove	Hourly	\$25	10/2-10/31/19 10/7-10/31/19	Intervention, 70.75 hrs After School Computer Lab, 6.5 hrs
Buchanan, Sally	Patterson Road	Hourly	\$25	10/1-10/18/19	Tele-Therapy Support, 36 hrs
Byrne, Jennifer	Patterson Road	Extra Duty	\$40/hr	10/29/19	Wonders Workshop, 2 hrs
Cain, Kelli	Patterson Road	Extra Duty	\$40/hr	10/17/19 10/14/19	NWEA, 1 hr Wonders Workshop, 1 hr
Campbell, Kaitlin	District	Hourly	\$25	10/7-10/30/19	ELPAC, 44.25 hrs
Cantrell, Andrea	Ralph Dunlap	Hourly	\$25	10/1-10/31/19	Intervention, 114 hrs
Cave, Kelsey	Patterson Road	Extra Duty	\$47.10/hr \$40/hr	9/30/19 10/15/19	IEP Meeting, 1.42 hrs NWEA, .5 hr
Cedillo, Monica	Orcutt Academy HS	Extra Duty	\$40/hr	10/3/19	Parent Night, 1.5 hrs

*To be prorated

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Chambless, Amy	Alice Shaw	Extra Duty	\$47.10/hr	8/26-10/8/19	IEP Meetings, 5.58 hrs
Cleveland, Paul	Lakeview JHS	Extra Duty	\$40/hr	10/28/19 10/1-10/29/19	Worked Prep, 1 hr Sysop, 5 hrs
Coburn, Josie	Joe Nightingale/ Patterson Road/ Alice Shaw / Orcutt Academy HS	Extra Duty	\$40/hr	10/1-10/30/19 10/11-10/25/19	Before/After School Band, 21 hrs Football Games, 11.5 hrs
Cole, Chris	Olga Reed	Daily	\$110 \$50/ea	10/3-10/31/19 10/1-10/17/19	Title 1 Support, 11 days JH Sport Supervisor, 3 games
Cole, Cristy	Orcutt Academy K-8	Extra Duty	\$50/ea	10/17/19	JH Sport Supervisor, 1 game
Columnas, Stacy	Alice Shaw	Daily	\$110	10/1-10/2/19	Shadow for long term sub assignment
Cordero, Linda	District	Hourly	\$25	10/23-10/25/19	NWEA, 9.25 hrs
Cornwell, Karen	District	Extra Duty	\$40/hr	10/8-10/29/19	Wonders Workshop, 4.25 hrs
Dacus, Cody	Patterson Road	Hourly	\$25	10/1-10/31/19	Intervention, 95.5 hrs
Danielson, Lisa	Ralph Dunlap	Extra Duty	\$40/hr	10/29/19	Wonders Workshop, 1.75 hrs
Day, Michelle	Pine Grove	Extra Duty	\$47.10/hr	10/14-10/25/19	IEP Meeting, 3.33 hrs
Del Carmen, Maria	Lakeview JHS	Extra Duty	\$50/ea \$40/hr	10/15-10/30/19 10/24/19	JH Sport Supervisor, 3 games IEP Meeting, .83 hr
Dell'Armo, John	Orcutt Academy HS	Extra Duty	\$40/hr	10/1-10/31/19 10/10/19	Intervention, 12 hrs IEP Meeting, 1.5 hrs
Devereaux, William	Patterson Road	Extra Duty	\$40/hr	8/29-9/16/19	IEP Meetings, 1.5 hrs
Ebner, Karen	Lakeview JHS	Extra Duty	\$40/hr	10/24/19	Worked Prep, 1 hr
Espinoza, Gabriel	Orcutt JHS	Extra Duty	\$40/hr	8/28-10/25/19	Worked Prep, 2.83 hrs
Eubanks, Lauren	Orcutt Academy HS	Extra Duty	\$40/hr	10/10-10/14/19	IEP Meetings, 3.58 hrs
Faulk, Andrew	Pine Grove	Daily	\$300	11/6-11/8/19	Sub Administrator, 3 days
Fenske, Christina	Olga Reed / Orcutt Academy K-8	Hourly	\$25	10/1-10/29/19 10/4-10/23/19	Garden Educator, 16 hrs Garden Educator, 18.5 hr
Feliz, Jessica	Patterson Road	Extra Duty	\$40/hr	10/14/19	Wonders Workshop, 1 hr
Fichter, Megan	Orcutt JHS	Extra Duty	\$40/hr	10/1-10/31/19 10/3/19	Detention, 8 hrs Worked Prep, 1 hr
Francisco, Mary	Ralph Dunlap	Extra Duty	\$40/hr	10/29/19	Wonders Workshop, 2 hrs
Frantz, Michele	Joe Nightingale	Extra Duty	\$40/hr	10/10-10/29/19	IEP Meetings, 3.5 hrs
Fraser, Jamie	Pine Grove	Extra Duty	\$47.10/hr	10/7-10/28/19	IEP Meetings, 4.75 hrs
Fredriks, Ginger	Orcutt JHS	Extra Duty	\$40/hr	10/1-10/24/19	Worked Prep, 2 hrs

*To be prorated

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Fredriks, Ty	Orcutt Academy HS	Extra Duty	\$40/hr	10/1-10/29/19	Intervention, 8 hrs
Freitas, Jennifer	District	Hourly	\$25	10/25-10/30/19	NWEA, 12 hrs
Freeland, Susan	Joe Nightingale	Hourly	\$25	10/1-10/31/19	Intervention, 117 hrs
Gelotti, Scott	Orcutt Academy HS	Extra Duty	\$40/hr	10/1-10/29/19	Detention, 7 hrs
Golden, Cassandra	District	Hourly	\$25	10/1/19	Assessments, 3.5 hrs
Graunke, Alissa	Orcutt Academy HS	Extra Duty	\$40/hr	10/15/19	IEP Meeting, .83 hr
Grennan-Slider, Julie	Joe Nightingale	Extra Duty	\$40/hr	10/29/19	Wonders Workshop, 2 hrs
Griffin, Robert	Lakeview JHS	Extra Duty	\$40/hr	10/28/19	Worked Prep, 1 hr
Guerrero, Angeli	Joe Nightingale	Extra Duty	\$47.10/hr	10/7-10/31/19	IEP Meetings, 4 hrs
Hadley, Amanda	Patterson Road	Hourly	\$25	10/1-10/3/19	Intervention, 7 hrs
Harrison, April	Joe Nightingale	Extra Duty	\$40/hr	10/8/19 10/24/19	Wonders Workshop, 2 hrs IEP Meetings, .5 hr
Hart, Debra	Olga Reed	Hourly	\$25	10/1-10/31/19	Intervention, 50 hrs
Hemphill, Juliann	Orcutt Academy HS	Daily	\$110	10/16/19	PSAT, 1 day
Henry, Kristi	Joe Nightingale	Extra Duty	\$47.10/hr	10/7-10/15/19	IEP Meetings, 4 hrs
Hernandez, Selena	Lakeview JHS	Extra Duty	\$40/hr	10/10-10/14/19	Worked Prep, 2 hrs
Hubbard, Jenny	Orcutt Academy HS	Extra Duty	\$40/hr	10/30/19	IEP Meeting, .5 hr
Hughes, Michelle	District	Hourly	\$25	10/11-10/31/19	NWEA, 55.5 hrs
Jackson, Kacie	Orcutt JHS	Extra Duty	\$40/hr	10/1-10/18/19	Worked Prep, 1.75 hrs
Jones, Cara	Joe Nightingale	Hourly	\$25	2019-20	Overage, 10 hrs wk Intervention, 10 hrs wk
Jones, Kari	Orcutt Academy HS	Hourly	\$25	10/30/19	Worked Prep, .5 hrs (long term sub)
Jorgensen, Sheri	Joe Nightingale	Extra Duty	\$40/hr	10/31/19	IEP Meeting, 1.5 hrs
Kantorowski, Jennifer	Olga Reed District	Hourly	\$25	10/7-10/28/19 10/10-10/31/19	Intervention, 47.3 hrs NWEA, 48.25 hrs
Karamitsos, Beth	Patterson Road	Extra Duty	\$40/hr	10/22/19	Assessments, 1.5 hrs
Kirkland, Keri	Lakeview JHS	Extra Duty	\$40/hr	10/1-10/30/19 10/10/19	After School Computer Lab, 5 hrs Worked Prep, 1 hr
Krausse, Sheila	District	Hourly	\$25	10/7-10/22/19	ELPAC, 44.25 hrs
Kuykendall, Colleen	District	Extra Duty	\$40/hr	10/8-10/22/19	Wonders Workshop, 9 hrs
Laflin, Debra	Olga Reed	Extra Duty	\$40/hr	10/25/19	IEP Meeting, 2 hrs

*To be prorated

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Lara, Nichol	Alice Shaw	Hourly	\$25	10/1-10/31/19	Intervention, 76 hrs
Larrabee, Jennifer	Patterson Road	Hourly	\$25	10/2-10/31/19	Art Enrichment, 83.75 hrs
Leach, Veronica	Olga Reed	Hourly	\$25	10/2-10/31/19 10/11-10/25/19	Title 1 Support, 78.75 hrs Art Enrichment, 7.5 hrs
Lee, Tanya	Olga Reed	Extra Duty	\$40/hr	10/10-10/31/19	Band Support, 2 hrs
Leyden, Candance	Alice Shaw	Hourly	\$25	10/17-10/22/19	Intervention, 20.5 hrs
Lindemulder, Gerald	Orcutt JHS	Extra Duty	\$40/hr	10/1-10/17/19 10/11-10/25/19	Detention, 6 hrs Worked Prep, 1.5 hrs
Lopez, Desiree	Orcutt Academy HS	Extra Duty	\$40/hr	10/8-10/28/19 10/1-10/17/19	Intervention, 4 hrs IEP Meetings, 2.75 hrs
Lopez, Shannon	Joe Nightingale	Extra Duty	\$47.10/hr	10/10-10/29/19	IEP Meetings, 2.83 hrs
Majewski, Katlin	Pine Grove	Hourly	\$25	10/2-10/31/19 10/7-10/31/19	Intervention, 68 hrs After School Computer Lab, 7.5 hrs
Manfredi, Patricia	District	Extra Duty	\$40/hr	10/31/19	Home & Hospital, 3 hrs
Mason, Caryn	Orcutt Academy I/S	Hourly	\$30	10/1-10/31/19	Support Teacher, 120 hrs
Mason, Joshua	Orcutt Academy HS	Extra Duty	\$40/hr	10/10-10/31/19	Intervention, 4 hrs
Matautia, Jewelee	Orcutt Academy K-8	Hourly	\$25	10/2-10/31/19 10/7-10/28/19	Intervention, 95 hrs Art Enrichment, 3.5 hrs
May, Dawn	Pine Grove	Extra Duty	\$40/hr	10/8/19 8/19-10/7/19	Wonders Workshop, 2 hrs IEP Meetings, 3.5 hrs
Millan, Laurie	Alice Shaw	Hourly	\$25	10/1-10/31/19	Intervention, 94 hrs
Miller, Heidi	Orcutt Academy HS	Extra Duty	\$40/hr	10/29/19	Worked Prep, 1 hr
Morris, Sheri	Ralph Dunlap	Extra Duty	\$40/hr	10/29/19	Wonders Workshop, 2 hrs
Murch, Tamara	Orcutt JHS	Hourly	\$25 \$40/hr	10/2-10/31/19 10/11-10/25/19	ELD Support, 36.33 hrs Worked Prep, 13 hrs
Mussell, Katelyn	Pine Grove	Extra Duty	\$40/hr	10/8/19 10/24/19	Wonders Workshop, 2 hrs IEP Meeting, 1 hr
Naess, Jennifer	Pine Grove / Patterson Road	Extra Duty	\$40/hr \$47.10/hr	9/16-9/27/19 10/1-10/29/19	Case Management Mentoring, 5.83 hrs IEP Meetings, 6.29 hrs
Nye, Judy	Olga Reed	Extra Duty	\$47.10/hr	10/17-10/29/19	IEP Meetings, 2.5 hrs
Oliver, Michelle	District	Hourly	\$25	10/7-10/29/19	ELPAC, 43 hrs
Olson-Sanchez, Alysha	Orcutt Academy HS	Extra Duty	\$40/hr	10/15-10/23/19	IEP Meetings, 3.25 hrs
Openshaw, Jennie	Alice Shaw	Extra Duty	\$40/hr	10/22/19	Assessments, 1.5 hrs
Ortiz, Patricia	Joe Nightingale	Extra Duty	\$40/hr	10/21/19	IEP Meeting, 1 hr
Padilla, Valerie	Alice Shaw	Extra Duty	\$47.10/hr	10/22-10/30/19	IEP Meetings, 3 hrs
Papworth, Lara	District	Hourly	\$25	10/2/19 10/24/19	IEP Meeting, 1.5 hrs ELPAC, 1 hr

*To be prorated

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Parker, Jessica	Joe Nightingale	Extra Duty	\$47.10/hr	10/22/19	IEP Meeting, 1.25 hrs
Pawley, Lise	Joe Nightingale	Extra Duty	\$40/hr	10/7/19	IEP Meeting, 1 hr
Pay, Eimile	Joe Nightingale / Pine Grove / Olga Reed / Orcutt Academy K-8	Hourly	\$25	10/9-10/30/19 10/1-10/30/19 10/3-10/31/19	Music Support, 14.33 hrs Music Support, 65 hrs Music Support, 39.5 hrs
Perales, Anita	Joe Nightingale	Extra Duty	\$47.10/hr	10/10-10/31/19	IEP Meetings, 8.75 hrs
Pimentel, Jade	Joe Nightingale	Extra Duty	\$40/hr	10/16/19	IEP Meeting, 1.1 hrs
Pugh, Caline	Pine Grove	Extra Duty	\$40/hr	10/15/19 10/14/19	NWEA, .5 hr IEP Meeting, 1 hr
Penk, Heather	Orcutt Academy HS	Extra Duty	\$40/hr	10/1-10/31/19 10/1-10/21/19	Morning Library Support, 11 hrs Intervention, 4 hrs
Perez, Anayeli	Orcutt Academy HS	Extra Duty	\$40/hr	10/14-10/17/19 10/3/19	IEP Meetings, 1.25 hrs Parent Night, 1.5 hrs
Perez, Cecilia	Orcutt JHS	Extra Duty	\$47.10/hr	10/2-10/30/19	IEP Meetings, 3.25 hrs
Peterson, Mary Jane	Orcutt JHS	Extra Duty	\$40/hr	10/2/19	IEP Meeting, 1 hr
Ramin, Ginger	Patterson Road Orcutt JHS	Extra Duty	\$40/hr \$47.10/hr	10/28/19 10/29/19 10/11-10/29/19 9/12/19	NWEA, .75 hr Wonder Workshop, 1.5 hrs Worked Prep, 1 hr IEP Meeting, 1 hr
Ramirez, Amanda	Pine Grove	Hourly	\$25	10/3-10/29/19	IEP Meetings, 3.25 hrs (long term sub)
Reyes, Emily	Orcutt JHS	Extra Duty	\$40/hr	10/22-10/31/19 10/24/19	Detention, 4 hrs Worked Prep, 1 hr
Reynolds, Crystal	Orcutt JHS	Extra Duty	\$40/hr	10/17/19	Worked Prep, 1 hr
Rianda, Terry	District	Hourly	\$50	10/1-10/30/19 10/7-10/23/19	Induction Mentor, 31 hrs New Teacher Support, 6 hrs
Richardson, Laura	Joe Nightingale	Hourly	\$25	10/1-10/31/19	Intervention, 121.5 hrs
Riede, Kirsten	Alice Shaw	Extra Duty	\$40/hr	8/27/19	IEP Meeting, .83 hr
Riezebos, Devin	Pine Grove	Extra Duty	\$40/hr	10/14/19	IEP Meeting, 1 hr
Riezebos, Stacy	Patterson Road	Extra Duty	\$40/hr	10/15/19	IEP Meeting, 1 hr
Robertson, Donald	Pine Grove	Extra Duty	\$40/hr	10/3/19 9/27-10/25/19	IEP Meeting, 1 hr Band Support, 4 hr
Romo-Buendia, Sara	Alice Shaw / District	Hourly	\$25	10/1-10/31/19 10/22/19	Intervention, 90.5 hrs Dibels, 1.5 hrs
Rowland, JoAnn	Alice Shaw	Hourly	\$25	10/2-10/31/19	Art Enrichment, 75.5 hrs
Ruth, Amy	Alice Shaw	Extra Duty	\$40/hr	10/22-10/29/19	Wonders Workshop, 3 hrs
Ryken, Austria	Pine Grove	Extra Duty	\$40/hr	10/14/19	Wonders Workshop, 1 hr
Sage, Addison	Orcutt Academy HS	Extra Duty	\$40/hr	10/28/19	Worked Prep, 1 hr

*To be prorated

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Saleen, Julie	Patterson Road	Extra Duty	\$40/hr	10/11-10/14/19	IEP Meetings, 1 hr
Salvesen, Kris	Pine Grove	Hourly	\$25	10/1-10/11/19 10/14-10/31/19	Intervention, 28 hrs NWEA, 49.5 hrs
Sanders, Greg	Lakeview JHS	Extra Duty	\$40/hr	10/3-10/31/19 10/24-10/28/19	After School Computer Lab, 5 hrs Worked Prep, 2 hrs
Savaso, Lisa	Joe Nightingale	Extra Duty	\$40/hr	10/8-10/29/19 10/21/19	Wonders Workshop, 4 hrs IEP Meeting, 1.25 hrs
Saylor, Garry	Patterson Road	Extra Duty	\$40/hr	10/24/19	IEP Meeting, 1.5 hrs
Schmid, John	Ralph Dunlap	Extra Duty	\$40/hr	9/18/19	IEP Meeting, .5 hr
Schmid, Renee	Joe Nightingale	Extra Duty	\$40/hr	10/15/19	IEP Meeting, 1.75 hrs
Schmidt, Chris	Orcutt JHS	Extra Duty	\$40/hr	10/30/19	IEP Meeting, 1 hr
Schnorf, Barbara	Pine Grove	Extra Duty	\$40/hr	10/8/19 10/28/19	Wonders Workshop, 2 hrs IEP Meeting, .75 hr
Segura, Monique	Alice Shaw	Extra Duty	\$40/hr	10/22/19	Wonders Workshop, 1 hr
Severance, Robert	Alice Shaw	Hourly	\$25	10/14-10/29/19	After School Computer Lab, 6 hrs
Sheahan, Jonathan	Lakeview JHS	Extra Duty	\$40/hr	10/14/19	Worked Prep, 1 hr
Sherer, Diana	Orcutt Academy I/S	Hourly	\$30	10/1-10/31/19	Support Teacher, 144 hrs
Shuffield, Jamie	Patterson Road	Extra Duty	\$40/hr	10/8-10/14/19	Wonders Workshop, 3 hrs
Silva, Julie	Pine Grove	Extra Duty	\$40/hr	10/1-10/17/19	Wonders Workshop, 3.1 hrs
Slezak, Sarah	Patterson Road / Joe Nightingale / Orcutt Academy K-8 / Orcutt / Lakeview JHS	Extra Duty	\$40/hr	10/9-10/30/19	PLC, 4 hrs (Music)
Smith, Timothy	Lakeview JHS	Extra Duty	\$350 \$40/hr	9/5-10/8/19 10/14-10/28/19	JHS Sport Supervisor, 6 games Worked Prep, 2 hrs
Soriano, Yvette	Patterson Road	Extra Duty	\$40/hr	10/22/19	Assessments, 1.5 hrs
Stapp, Haylee	Patterson Road	Extra Duty	\$47.10/hr	10/11-10/24/19	IEP Meetings, 5 hrs
Stein, Megan	Joe Nightingale	Extra Duty	\$40/hr	10/14/19	IEP Meeting, 1.25 hrs
Stephenson, Leigh	Orcutt Academy HS	Extra Duty	\$40/hr	10/16/19	PSAT, 2 hrs
Tullis, Polly	Lakeview JHS	Extra Duty	\$40/hr	10/10-10/28/19	Worked Prep, 3 hrs
Tymn, Elizabeth	Pine Grove	Extra Duty	\$40/hr	9/24-10/29/19 10/17/19 8/29-10/9/19	Band Support, 5 hrs Wonders Workshop, 2 hrs IEP Meetings, 2.25 hr
Van Allen, William	Lakeview JHS	Extra Duty	\$40/hr	10/28/19	Worked Prep, 1 hr
Verch, Gregory	Orcutt Academy HS	Extra Duty	\$40/hr	10/14/19 10/29/19	IEP Meeting, .25 hr Worked Prep, 1 hr

*To be prorated

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Vertrees, Katie	Lakeview JHS	Extra Duty	\$50/ea	10/30/19	JH Sport Supervisor, 1 game
Villasenor, Jessica	Olga Reed	Extra Duty	\$40/hr	10/17/19	Band Support, .75 hr
Westhoff, Kazan	Joe Nightingale	Extra Duty	\$47.10/hr	10/16-10/17/19	IEP Meetings, 2.42 hrs
Whitted, Dana	Olga Reed	Hourly	\$25	10/17-10/31/19 10/7-10/31/19	Art Enrichment, 6 hrs Intervention, 67.75 hrs
Widle, Tiffany	Joe Nightingale	Extra Duty	\$40/hr	10/28/19	IEP Meeting, .58 hr
Wilkanoski, Lisa	Olga Reed	Extra Duty	\$40/hr	10/29/19	Wonders Workshop, 2 hrs
Wilson, Shauna	Orcutt Academy K-8	Extra Duty	\$40/hr	10/17-10/29/19	IEP Meeting, 2.5 hrs
Winkelpleck, Dustin	Patterson Road	Extra Duty	\$40/hr	10/8/19	Wonders Workshop, 2 hrs
Winters, Nicole	Joe Nightingale	Hourly	\$25	10/1-10/30/19	Art Enrichment, 84 hrs
Wogahn, Alyssa	Pine Grove	Extra Duty	\$40/hr	10/17/19 10/18/19	NWEA, 1 hr IEP Meeting, 1 hr
Yamaichi, Anna	Pine Grove	Hourly	\$25	10/7-10/31/19	Overage Support, 91 hrs
Yamamoto, Alana	Orcutt Academy HS	Extra Duty	\$40/hr \$47.10/hr	10/4-10/16/19 10/10-10/23/19	Worked Prep, 1.5 hrs IEP Meetings, 5.25 hrs
York, Sarah	Patterson Road	Hourly	\$25	10/22/19 10/1-10/7/19 10/23/19	IEP Meeting, 1.25 hrs (long term sub) After hour conferences, 7 hrs After school staff meeting, 1 hr
Zamudio, Kelli	Orcutt JHS	Extra Duty	\$40/hr	10/11/19 10/1-10/31/19 10/14-10/30/19	Worked Prep, 1.5 hrs Sysop, 2.5 hrs IEP Meetings, 1.5 hrs
Zucker, Anna	Orcutt JHS	Extra Duty	\$40/hr	10/11-10/25/19	Worked Prep, 3 hrs

*To be prorated

Warrants

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

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

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING MINUTES
November 13, 2019**

CALL TO ORDER

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, November 13, 2019, beginning with Lisa Morinini calling Public Session to order at 6:00 p.m. The Pledge of Allegiance was led by Kate McInerney, Joe Nightingale Principal. Members Present: Morinini, Phillips, Waffle, Steller and Henderson. Administrators Present: Blow, Edds, Salucci, and Young. Absent: Fell.

ADJOURN TO CLOSED SESSION

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

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 6:36 p.m. Lisa Morinini reported that no action was taken in closed session. It was moved by Shaun Henderson, seconded by Liz Phillips and carried to adopt the November 13, 2019, agenda as presented. Ayes: Morinini, Phillips, Waffle, Steller and Henderson.

SUPERINTENDENT'S REPORT

OAHS ASB officers, Nathan Calhoun, President, Haley Parker, Vice-President, and Raphael Relyea, Treasurer gave ASB updates. LeeAnn Luongo gave an OCAF update. Kate McInerney, introduced a group of students and parents that participate in the Joe Nightingale Garden Club. David Spicuzza, teleconferenced into the board meeting and did a presentation on "Crisis Go".

ITEMS FROM THE BOARD

Liz Phillips and Mark Steller commented on their board walk at Alice Shaw. Shaun Henderson commented on the "Salute to Teacher" event that he attended along with Lisa Morinini, Dr. Blow and Holly Edds. Mark Steller commented on the OAHS Homecoming Rally.

PUBLIC COMMENT

Grace Douglass, Orcutt Academy High School Robotics Team commented on the First Lego League event that took place on November 9th. Phyllis Jackson, CSEA President, and Shirley Juarez, classified staff commented on Classified insurance and pay. Monique Segura, OEA President, gave an OEA update. Pat Brickey, Teacher commented on CSEA and reduction from 30 – 20 minutes for public comment.

WRITTEN COMMUNICATION

The Governance Board received notification from the Santa Barbara County Education Office approving the Adopted Budget for Fiscal Year 2019-20.

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Hiring of Additional Coaches at Orcutt Academy Charter High School
- D. Hiring of Additional Coaches at Orcutt Union School District
- E. Approval of Warrants
- F. Board Meeting Minutes, October 9, 2019
- G. CALM Memorandum of Understanding (MOU)
- H. OAHS Boys Soccer Team Overnight Trip
- I. OAHS Girls Varsity Soccer Team Overnight Trip
- J. OAHS Cross Country Team Overnight Trip
- K. OAHS Girls Golf Team Overnight Trip
- L. OAHS Girls Tennis Team Overnight Trip
- M. OAHS Football Team Overnight Trip
- N. OAHS Cheer Team Overnight Trip
- O. Board Policy 1112, Release of Directory Information for second reading
- P. Board Policy 5123, Promotion/Acceleration/Retention for second reading
- Q. Board Policy 5136, Gangs for second reading
- R. Board Policy 6145.6, International Exchange for second reading
- S. Board Policy 6174, Education for English Learners for second reading
- T. Board Policy 6179, Supplemental Instruction for second reading

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

ACTION AGENDA ITEMS

Set Annual Organizational Meeting

It was moved by Liz Phillips, seconded by Melanie Waffle, and carried to approve the Annual Organization Meeting for December 16, 2019, with Public Session beginning at 5:00 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA. Ayes: Morinini, Phillips, Waffle, Steller and Henderson.

Acceptance of Gifts

It was moved by Mark Steller, seconded by Liz Phillips, and carried to approve the acceptance of gifts, and that a letter of acceptance and appreciation be sent to Los Alamos Valley Men's Club, Diana Peinado, Central Coast Playground, Steve Strachan and Michael Wagner. Ayes: Morinini, Phillips, Waffle, Steller and Henderson.

Board Policy 0460, Local Control and Accountability Plan

It was moved by Melanie Waffle, seconded by Mark Steller and carried to adopt the revisions to Board Policy 0460, Local Control and Accountability Plan, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Board Policy 1431, Waivers

It was moved by Mark Steller, seconded by Shaun Henderson and carried to adopt the revisions to Board Policy 1431, Waivers, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Board Bylaw 9323, Meeting Conduct

It was moved by Melanie Waffle, seconded by Liz Phillips and carried to adopt the revisions to Board Bylaw 9323, Meeting Conduct. With further discussion, Melanie Waffle retracted her motion to reflect the following changes 1. Meetings will end by 10:30 pm, and leaving the total time for public comment at 30 minutes. It was moved by Liz Phillips, seconded by Melanie Waffle and carried to adopt the revisions to Board Bylaw with the two changes, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Board Policy 3510, Green School Operation

It was moved by Shaun Henderson, seconded by Liz Phillips and carried to adopt the revisions to Board Policy 3510, Green School Operation, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Board Policy 3511, Energy Management

It was moved by Melanie Waffle, seconded by Shaun Henderson and carried to adopt the revisions to Board Policy 3511, Energy Management, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Board Policy 3515, Campus Security

It was moved by Liz Phillips, seconded by Mark Steller and carried to adopt the new Board Policy 3515, Security, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Board Policy 3540, Transportation

It was moved by Shaun Henderson, seconded by Melanie Waffle and carried to adopt the revisions to Board Policy 3540, Transportation, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Board Policy 3551, Food Service Operations/Cafeteria Fund

It was moved by Melanie Waffle, seconded by Shaun Henderson and carried to adopt the revisions to Board Policy 3551, Food Service Operations/Cafeteria Fund, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Board Policy 3555, Nutrition Program Compliance

It was moved by Liz Phillips, seconded by Shaun Henderson and carried to adopt new Board Policy 3555, Nutrition Program Compliance, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Board Policy 7140, Architectural and Engineering Services

It was moved by Mark Steller, seconded by Shaun Henderson and carried to adopt the revisions to Board Policy 7140, Architectural and Engineering Services, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Youth Leagues Facility Use Agreement

It was moved by Liz Phillips, seconded by Shaun Henderson and carried to approve the Youth Leagues Facility Agreements, as submitted. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Change Order for Bid Package No. 1 RDZ Contractors, Site Work and Asphalt Paving

It was moved by Melanie Waffle, seconded by Shaun Henderson and carried to approve the Change Order for Bid Package No. 1 RDZ Contractors, Site Work and Asphalt Paving, as submitted.

Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Deductive Change Order – Quincon and RDZ Contractors for the Patterson Road and Ralph Dunlap Site Safety and Security Project –

It was moved by Mark Steller, seconded by Shaun Henderson and carried to approve the Deductive Change Order for Quincon and RDZ Contractors for the Patterson Road and Ralph Dunlap Site Safety and Security Project as submitted. Ayes: Morinini, Phillips, Steller, Waffle and Henderson.

Board Policy 5131, Conduct

It was moved by Liz Phillips, seconded by Melanie Waffle and carried to adopt the revisions to Board Policy 5131, Conduct, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Board Policy 5132, Dress and Grooming

It was moved by Liz Phillips, seconded by Melanie Waffle and carried to adopt the revisions to Board Policy 5132, Dress and Grooming, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Board Policy 4116, Probationary/Permanent Status

It was moved by Liz Phillips, seconded by Melanie Waffle and carried to adopt the revisions to Board Policy 4116, Probationary/Permanent Status, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Board Policy 4119.22/4219.22/4319.22, Dress and Grooming

It was moved by Shaun Henderson, seconded by Liz Phillips and carried to adopt the revisions to Board Policy 4119.22/4219.22/4319.22, Dress and Grooming, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

Board Policy 4216, Probationary/Permanent Status

It was moved by Mark Steller, seconded by Shaun Henderson and carried to adopt the revisions to Board Policy 4216, Probationary/Permanent Status for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Steller, Waffle and Henderson

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, December 11 2019, beginning with Closed Session starting at 6:00 p.m., Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA. There will be a **Special Annual Organizational Board Meeting on Monday, December 16, 2019**, in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

Reconvene to Closed Session

It was moved by Liz Phillips, seconded by Melanie Waffle and carried to reconvene to closed session at 8:12 p.m.

Reconvene to Open Session

It was moved by Liz Phillips, seconded by Melanie Waffle and carried to reconvene to open session at 8:35 PM, Lisa Morinini reported that no action was taken in closed session.

ADJOURN

It was moved by Melanie Waffle, seconded by Shaun Henderson and carried to adjourn the meeting at 8:36 p.m.

Deborah L. Blow, Ed.D. Board Secretary

Liz Phillips, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL CURRICULUM BOARD MEETING
November 20, 2019**

CALL TO ORDER

A special curriculum meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday November 20, 2019 beginning with Lisa Morinini calling Public Session to order at 5:02 p.m. Jared Banks led the Pledge of Allegiance. Members Present: Morinini, Waffle, Steller and Henderson. Administrators Present: Blow, Edds, Salucci. Absent: Fell and Young. Also present principals Jenee Severance, Kate McInerney, Julie Kozel, Leslie Wagonseller, Joe Schmidt, Kelly Osborne, Jonathan Dollahite, Josh Ostini, Joe Dana, and Vice-Principal, Jared Banks. It was moved by Melanie Waffle, seconded by Mark Steller and carried to adopt the November 20, 2019 agenda, as presented. Ayes: Morinini, Waffle, and Steller.

SUPERINTENDENT'S REPORT

Each principal had the opportunity to share with the Board one major highlight of their Single School Plan for Student Achievement. The plans will be brought to the Board for approval at the regular board meeting on December 11, 2019 and January 15, 2020.

ADJOURN

It was moved by Melanie Waffle, seconded by Mark Steller and carried to adjourn the meeting at 5:50 p.m.

Deborah Blow, Ed.D., Board Secretary

Liz Phillips, Clerk of the Board

Students**LOCAL CONTROL AND ACCOUNTABILITY PLAN**

The ~~Board of Trustees~~ **Governing Board** desires to ensure the most effective use of available ~~state~~ funding to improve outcomes for all students. A ~~community-based~~, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of district practices.

(cf. 0000 - Mission)

(cf. 0200 - Goals for the School District)

(cf. 0415 – Equity)

The Board shall adopt a districtwide local control and accountability plan (LCAP), ~~using based on the template adopted by the State Board of Education (SBE), that addresses the state priorities in provided in 5 CCR 15497.5 that addresses the state priorities in~~ Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060, ~~52064; 5 CCR 15494-15497~~)

(cf. 3100 – Budget)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" ~~and or are part of any numerically significant student subgroup that is at risk of or is~~ other underperforming students.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth ~~as defined in Education Code 42238.01 and are counted only once~~ for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students, or as otherwise defined by the Superintendent of Public Instruction (SPI). (Education Code 52052)

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

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

The LCAP shall also be aligned with other district and school plans **to the extent possible** in order to minimize duplication of effort and provide clear direction for program implementation.

- (cf. 0400 - Comprehensive Plans)
- (cf. 0440 District Technology Plan)
- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 5030 - Student Wellness)
- (cf. 6171 - Title I Programs)
- (cf. 7110 - Facilities Master Plan)

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

- (cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the numbers of students in ~~various~~ student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

- (cf. 1220 - Citizen Advisory Committees)
- (cf. 4140/4240/4340 - Bargaining Units)
- (cf. 6020 - Parent Involvement)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be ~~comprised~~ **composed** of a majority of parents/guardians and shall include at least one parent/guardians of unduplicated students as defined above. (Education Code 52063, 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners and at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee ~~comprised~~ **composed** of a majority of parents/guardians of English Learners. (Education Code 52063, 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP ~~or the annual update~~ shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 – Parental Notifications)

As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

(cf. 0430 - Comprehensive Local Plan for Special Education)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, ~~the district budget, and the budget overview for parents/guardoams,~~ the Board shall file the LCAP with the County Superintendent of Schools. (Education Code ~~42127, 52064.1, 52070~~)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP ~~or the annual update,~~ the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance ~~reported on the California School Dashboard. based on evaluation rubrics adopted by the State Board of Education pursuant to Education Code 52064.5.~~ Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

The Superintendent or designee shall seek and/or accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072 or 20 USC 6311 when a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the LCAP.

(cf. 0520 - Intervention for Underperforming Schools)

(cf. 0520.1 - Comprehensive and Targeted Support and Improvement)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

~~Technical Assistance/Intervention~~

~~When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)~~

- ~~1. Assistance in the identification of district strengths and weaknesses in regard to state priorities and review of effective, evidence-based programs that apply to the district's goals~~
- ~~2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups~~
- ~~3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074~~

~~In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062~~

~~If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:~~

~~If the SPI identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:~~

- ~~1. Revision of the district's LCAP~~
- ~~2. Revision of the district's budget in accordance with changes in the LCAP~~
- ~~3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement~~

Legal Reference:

EDUCATION CODE

305-306 English language education

17002 State School Building Lease-Purchase Law, including definition of good repair

33430-33436 Learning Communities for School Success Program; grants for LCAP implementation

41020 Audits

41320-41322 Emergency apportionments

42127 Public hearing on budget adoption

42238.01-42238.07 Local control funding formula

Students

BP 0460(f)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

44258.9 County superintendent review of teacher assignment
47604.33 Submission of reports by charter schools
47606.5 Charter schools, local control and accountability plan
48985 Parental notices in languages other than English
51210 Course of study for grades 1-6
51220 Course of study for grades 7-12
52052 Numerically significant student subgroups
52059.5 Statewide system of support
52060-52077 Local control and accountability plan
52302 Regional occupational centers and programs
52372.5 Linked learning pilot program
54692 Partnership academies
60119 Sufficiency of textbooks and instructional materials; hearing and resolution
60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission
~~60811.3 Assessment of language development~~
64001 Single plan for student achievement
99300-99301 Early Assessment Program
WELFARE AND INSTITUTIONS CODE
300 Dependent child of the court
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
15494-15497.5 Local control and accountability plan and spending requirements
UNITED STATES CODE, TITLE 20
6311 State plan
6312 Local educational agency plan
6826 Title III funds, local plans

Management Resources:

CSBA PUBLICATIONS

The California School Dashboard and Small Districts, October 2018

Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016

LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

California School Dashboard

~~Every Student Succeeds Act – Update #6, January 18, 2017~~

LCFF Frequently Asked Questions

Local Control and Accountability Plan and Annual Update (LCAP) Template

Family Engagement Framework: A Tool for California School Districts, 2014

California Career Technical Education Model Curriculum Standards, 2013

California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Students

BP 0460(g)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

California Common Core State Standards: Mathematics, rev. 2013

California English Language Development Standards, 2012

WEB SITES

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

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

California School Dashboard: <http://www.caschooldashboard.org>

Policy Adopted: ~~06/07/2017~~ 12/11/19

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Community Relations

WAIVERS

~~The Board of Trustees may request that the State Board of Education waive certain provisions of the Education Code, Title 5 regulations, or the federal law when such provisions prevent the district from offering its students the best possible educational program. The Superintendent or designee, advisory committees, or site councils shall identify the need for the Board to submit waiver requests and shall provide the Board with the necessary information to analyze the need for the waiver.~~

~~The Board shall hold a properly noticed public hearing on all waiver requests. (Education Code 33050)~~

~~(cf. 9320—Meetings and Notices)~~

~~The Board shall include the exclusive employee representative in the development of the waiver.~~

~~(cf. 4140/4240—Bargaining Units)~~

The Governing Board recognizes that circumstances may arise in the operation of the district that require a waiver from state law or regulation. When it is in the interest of district students, the Board may request that the State Board of Education (SBE) waive any provision of state law or regulation which SBE has authority to waive pursuant to Education Code 33050.

Any waiver request to be submitted to SBE shall first be approved by the Board. The Superintendent or designee shall ensure that each proposed waiver request includes all information necessary for the Board to analyze the need for the waiver and make an informed decision.

If the proposed waiver request affects a program that requires the existence of a school site council, ~~the school site council~~ the Superintendent or designee shall obtain the school site council's approval of the request before presenting it to the Board. As appropriate, other councils or advisory committees, including bilingual advisory committees, shall be provided adequate opportunity to review a proposed waiver request, and the request shall include a written summary of an objections to the request by the councils or advisory committees. (Education Code 33051) ~~first approve the request.~~

(cf. 0420 - School Plans/Site Councils)

~~(cf. 0420.1—School-Based Program Coordination)~~

(cf. 1220 - Citizen Advisory Committees)

In addition, the Superintendent or designee shall consult with the exclusive representative of district employees in the development of the waiver request, and shall include in the request the exclusive representative's position regarding the waiver. (Education Code 33050, 33051)

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

Community Relations

A request for a waiver related to a regional occupational center or program operated by a joint powers agency shall be submitted as a joint waiver request with other participating school districts upon approval of a unanimous vote of the governing board of the joint powers agency. (Education Code 33050)

(cf. 6178.2 - Regional Occupational Center/Program)

To receive public testimony on each proposal for a waiver request, the Board shall hold a properly noticed public hearing during a Board meeting. (Education Code 33050)

The notice, which shall state the time, date, location, and subject of the public hearing and invite public testimony, may be printed in a newspaper of general circulation and/or posted at each school and three public places in the district.

(cf. 9320 - Meetings and Notices)

If the district determines that a ~~For general~~ waiver, is needed for more than one year, the Board shall reapply ~~the request~~ to the State Board of Education (SBE). When the Board has requested and received the same general waiver from SBE for two consecutive years, the Board does not subsequently need to reapply annually provided that the information contained on the request remains current, except that the district shall apply annually for the renewal of any waiver regarding teacher credentialing. (Education Code 33051). ~~shall include a statement as to whether the exclusive employee representative participated in the development of the waiver and the exclusive employee representative's position on the waiver. General waiver requests shall include a written summary of any objections to the request by the councils or advisory committees.~~ (Education Code 33050)

Legal Reference:

EDUCATION CODE

- ~~5000-5033~~ Governing board elections
- ~~8750-8754~~ Grants for conservation education
- ~~10400-10407~~ Cooperative improvement programs
- ~~17047.5~~ Facilities used by special education students
- ~~17291~~ Portable school buildings
- 33050-33053 General waiver authority
- 37202 Equity length of time
- 41000-41360 School finance
- 41381 Minimum school day
- 41600-41854 Computation of allowances
- 41920-42842 Budget requirements; local taxation by school districts
- 44520-44534 New program for careers
- 44666-44669 School-Based Management and Advanced Career Opportunities
- 44681-44689 Administrator Training and Evaluation
- 45108.7 Maximum number of senior management positions
- 48660-48666 Community day schools
- 48800 Attendance at Community College

Community Relations

~~49550-49560 Meals for needy students~~
~~51224.5 Algebra instruction~~
~~51747.3 Charter school independent study funding~~
~~51745.6 Charter school independent study ratio~~
~~51870-51874 Educational technology~~
~~52053-52055.55 Immediate Intervention for Underperforming Schools Program~~
~~52055.600-52055.662 High Priority Schools Grant Program~~
~~52080-52090 Class size reduction grade 9~~
~~52122.6-52122.8 Class size reduction impacted school sites~~
~~52160-52178 Bilingual Bicultural Education Act of 1976~~
~~52180-52186 Bilingual teacher waiver~~
~~52200-52212 Gifted and Talented Pupils Program~~
~~52340-52346 Career Guidance Centers~~
~~52522 Plans for adult education~~
~~52850-52863 School-Based Coordinated Program~~
~~54000-54028 Disadvantaged Youth Program~~
~~54100-54145 Miller Unruh Basic Reading Program~~
~~54407 Waiver for compensatory education programs~~
~~56000-56867 Special education programs~~
~~65001 School site councils~~
~~58407 Waiver related to individualized instruction program~~
~~58900-58928 Restructuring demonstration programs~~
~~60119 Public hearing on sufficiency of instructional materials~~
~~60422 Instructional materials funding realignment program~~
CODE OF REGULATIONS, TITLE 5
~~1032 Academic Performance Index~~
~~3100 Resource specialist caseload waivers~~
~~3945 Cooperative programs~~
~~9531 Instructional materials funding~~
~~11960 Charter school attendance~~
~~11963.4 Charter school percentage funding~~
~~13017 Waivers~~
~~13044 Waivers~~
UNITED STATES CODE, TITLE 20
~~1400-1482 Individuals with Disabilities Education Act~~
~~7115 Safe and Drug Free Schools, authorized activities~~
Management Resources:
WEB SITES
California Department of Education, Waiver Office: <http://www.cde.ca.gov/re/lr/wr>
Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Policy Adopted: ~~4/8/06~~ 12/11/19

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Business and Noninstructional Operations

BP 3510 (a)

Green School Operations

The Governing Board believes everyone has a responsibility to be a steward of the environment and desires to integrate environmental accountability into all district programs and operations. The Superintendent or designee shall develop strategies to promote district use of "green" school principles and practices in order to conserve natural resources, reduce the impact of district operations on the environment, and protect the health of students, staff, and the community.

In developing such strategies and assessing the environmental conditions in district facilities and operations, the Superintendent or designee shall involve staff at all levels and with varying job responsibilities, including administrators, certificated staff, and classified staff. As appropriate, the Superintendent or designee may also consult with health professionals; representatives of local governmental agencies, utilities, solid waste and recycling companies, and community organizations; and/or others with expertise.

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 7131 - Relations with Local Agencies)

In selecting and prioritizing strategies, the Superintendent or designee shall give consideration to long-term potential cost savings, initial costs, feasibility of implementation, quality and performance of the product or service, health impacts, environmental considerations, and potential educational value.

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

District strategies may include, but are not limited to:

1. Reducing energy and water consumption, and using renewable and clean energy technologies and alternatives when available

(cf. 3511 - Energy and Water Management)

2. Establishing recycling programs in district facilities

(cf. 3511.1 - Integrated Waste Management)

3. Reducing the consumption of disposable materials by reusing materials and by using electronic rather than paper communications when feasible

4. Using environmentally preferable products and services whenever practical, including, but not limited to, products that:

Business and Noninstructional Operations

BP 3510 (b)

Green School Operations

- a. Minimize environmental impacts, toxins, pollutants, odors, and hazards
- b. Contain postconsumer recycled content
- c. Are durable and long-lasting
- d. Conserve energy and water
- e. Reduce waste

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 5141.23 - Asthma Management)

5. Using least toxic, independently certified green cleaning products when feasible, as well as high-efficiency cleaning equipment that reduces the need to use chemicals

6. Providing professional development to maintenance staff in the proper use, storage, and disposal of cleaning supplies

(cf. 4231 - Staff Development)

7. Using effective, least toxic pest management practices for the control and management of pests

(cf. 3514.2 - Integrated Pest Management)

8. Ensuring that any construction of new facilities complies with green building standards pursuant to 24 CCR 101.1-703.1, and focusing on sustainability and student health in the design and implementation of facilities modernization projects

(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7150 - Site Selection and Development)

9. Reducing vehicle emissions by:

a. Encouraging students to walk or bicycle to school or to use district or public transportation

(cf. 5142.2 - Safe Routes to School Program)

b. Using reduced or zero emission school buses and vehicles and providing accompanying infrastructure such as charging stations

Green School Operations

(cf. 3540 - Transportation)

- c. Limiting unnecessary idling of school buses in accordance with 13 CCR 2480
 - d. Limiting unnecessary idling of personal vehicles by encouraging parents/guardians, through signage or other means of communication, to turn off their vehicles when parked on and around school grounds
10. Implementing green school practices in the district's food service programs by:
- a. Providing fresh, locally sourced, unprocessed, organic food, including plant-based options, when available
 - b. Reducing food packaging and using packaging that is recyclable and/or biodegradable
 - c. Utilizing reusable products
 - d. Encouraging zero-waste lunches when food is brought from home
 - e. Maintaining a system for food waste, such as composting
 - f. Providing sharing tables where unused cafeteria food items may, in accordance with Health and Safety Code 114079, be returned for student use or donated to a food bank or other nonprofit charitable organization

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

11. Integrating green school practices and activities into the educational program by providing instruction to students on the importance of the environment, involving students in the implementation and evaluation of green school activities and projects as appropriate. and utilizing green school activities and projects as learning tools

(cf. 6142.5 - Environmental Education)

Legal Reference:

EDUCATION CODE

8700-8707 Environmental education

17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards

17072.35 New construction grants; use for designs and materials for high performance schools

17608-17614 Healthy Schools Act of 2000

Business and Noninstructional Operations

BP 3510 (b)

Green School Operations

32370-32376 Recycling paper
33541 Environmental education
101012 Kindergarten through 12th grade school facilities program
FOOD AND AGRICULTURAL CODE
13180-13188 Healthy Schools Act of 2000
HEALTH AND SAFETY CODE
114079 General food safety requirements; unused or returned food
PUBLIC CONTRACT CODE
12400-12404 Environmentally preferable purchasing
PUBLIC RESOURCES CODE
25410-25422 Energy conservation assistance
40050-40063 Integrated waste management act
42630-42647 Schoolsite source reduction and recycling assistance program
CODE OF REGULATIONS, TITLE 2
1859.70.4 Funding for high performance incentive grants
1859.71.6 Additional grant for high performance incentive, new construction
1859.77.4 Additional grants for high performance incentive, site and modernization
CODE OF REGULATIONS, TITLE 5
14010 Standards for school site selection
CODE OF REGULATIONS, TITLE 13
2480 Limitation to school bus idling and idling at schools
CODE OF REGULATIONS, TITLE 24
101.1-703.1 Green building standards

Management Resources:

CALIFORNIA AIR RESOURCES BOARD PUBLICATIONS
School Bus Fleet Webinar, April 20, 2018
COLLABORATIVE FOR HIGH PERFORMING SCHOOLS PUBLICATIONS
CHPS Best Practices Manual
GLOBAL GREEN USA PUBLICATIONS
Healthier, Wealthier, Wiser: A Report on National Green Schools
GREEN SCHOOLS INITIATIVE PUBLICATIONS
Green Schools Buying Guide
HEALTHY SCHOOLS CAMPAIGN PUBLICATIONS
The Quick and Easy Guide to Green Cleaning in Schools, 2nd ed., 2008
WEB SITES
CSBA: <http://www.csba.org>
California Air Resources Board: <http://www.arb.ca.gov>
California Department of General Services, Green California: <http://www.green.ca.gov>
California Energy Commission: <http://www.energy.ca.gov>
Collaborative for High Performance Schools: <http://www.chps.net>
Global Green USA: <http://www.globalgreen.org>
Green Schools Initiative: <http://www.greenschools.net>
Healthy Schools Campaign: <http://www.healthyschoolscampaign.org/programs/gcs>
U.S. Environmental Protection Agency: <http://www.epa.gov>
U.S. Green Building Council, LEED Green Building Rating System: <http://www.usgbc.org>

Regulation Approved 12-11-19

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

ENERGY MANAGEMENT

The ~~Governing Board~~ ~~Board of Trustees~~ recognizes the environmental and financial benefits that can be derived from conserving energy, water, and other natural resources, preparing for extreme weather and other natural events, and providing an environment that promotes the health and well-being of students and staff. To support district goals for energy and water management, the importance of minimizing the district's use of natural resources, providing a high-quality environment that promotes health and productivity, and effectively managing the district's fiscal resources. To that end, the Superintendent or designee shall develop a resource management program which may includes strategies for implementing effective and sustainable resource practices, exploring the use of renewable and clean energy technology and or sources, reducing energy and water consumption, and promoting conservation principles in the educational program. ~~minimizing utility costs, reducing the amount of waste of consumable materials, encouraging recycling and green procurement practices, and promoting conservation principles.~~

(cf. 0200 - Goals for the School District)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3510 - Green School Operations)

(cf. 3511.1 - Integrated Waste Management)

(cf. 3512 - Equipment)

(cf. 6142.5 - Environmental Education)

The Superintendent or designee may solicit input from staff, students, and parents/guardians regarding the district's resource management program. The Superintendent or designee shall provide staff and students with training and guidance on best practices to achieve the district's goals, and may establish a reward program to recognize outstanding accomplishments.

(cf. 1150 - Commendation and Awards)

The Superintendent or designee shall regularly inspect district facilities and operations and make recommendations for maintenance and repairs which may help the district reach its conservation and management goals and improve efficiency. ~~capital expenditures which may help the district reach its conservation and management goals.~~

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall make every effort to identify funding opportunities and cost-reducing incentive programs to help the district achieve its conservation and management goals. The district may coordinate with other local or regional entities to capitalize on their expertise and maximize the efficient use of resources, such as through joint or shared use agreements.

(cf. 1330.1 - Joint Use Agreements)

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

The Superintendent or designee shall ~~regularly~~ ~~periodically~~ report to the Board on the district's progress in meeting its conservation and resource management goals.

Storm Water Management

To the maximum extent practicable, the district shall reduce the discharge of pollutants into the water system in order to minimize the threat to water quality from storm water runoff.

The Superintendent or designee shall ensure that the district complies with storm water discharge standards specified by any applicable General Permit coverage required by law, including all requirements of the Construction General Permit issued by the State Water Resources Control Board for any project that disturbs one acre or more of soil. (40 CFR 122.34).

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3514.2 - Integrated Pest Management)

The Superintendent or designee shall develop a storm water management plan that complies with the provisions of the applicable permit and describes best management practices, design strategies, measurable goals, and timetables for implementation. The plan and a resolution authorizing its implementation shall be submitted to the Board for approval. (40 CFR 122.34)

For all projects, the district shall comply with any city or county ordinance that regulates drainage improvements and conditions. (Government Code 53097)

Emergency Interruption of Services

The Superintendent or designee shall develop a plan to minimize disruption to the educational program in the event of power outages or other emergency interruption of utility services. The plan shall include actions to be taken to facilitate student and staff safety, administrative control of operations, protection of equipment, effective communications, and coordination with local fire, police, and emergency personnel and utility service providers.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 - Emergency Schedules)

Legal Reference:

EDUCATION CODE

17213.1 School sites

17280 Construction of school buildings

35275 Coordination of new facilities with recreation and park authorities

41422 School term or session length, failure to comply due to disaster

46392' Emergency conditions; ADA estimate

GOVERNMENT CODE

53097 Local agencies

PUBLIC RESOURCES CODE

25410-25421 Energy conservation assistance

WATER CODE

189.3 Recommendations for best design and use practices

13383 Compliance with the federal Water Pollution Control Act

13383.5 Storm water discharge monitoring requirements

CODE OF REGULATIONS, TITLE 23

490-495 Model Water Efficient Landscape Ordinance

2200 Discharge permit fees

UNITED STATES CODE, TITLE 33

1342 National pollutant discharge elimination system

CODE OF FEDERAL REGULATIONS, TITLE 40

122.1-122.64 National pollutant discharge elimination system

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Guidance for Stormwater and Dry Weather Runoff CAPTURE (California Practices to Use Runoff Effectively) at Schools, December 2018

A Blueprint for Environmental Literacy: Educating Every Student In, About, and For the Environment, 2015

Average Daily Attendance Credit During Periods of Emergency, Management Advisory 90-01, rev. February 10, 2005

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONS

Guidance for Design and Construction of Vegetated Low Impact Development Projects, 2016

U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS

National Management Measures to Control Nonpoint Source Pollution from Urban Areas, 2005

~~CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT ADVISORIES~~

~~0118.01 California's Energy Challenge~~

~~0706.90 Water Conservation Advisory, 90-09~~

~~0222.90 Average Daily Attendance Credit During Periods of Emergency 90-01~~

~~WEB SITES~~

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

~~Alliance to Save Energy: <http://www.ase.org>~~

~~California Department of Education, Facilities: <http://www.cde.ca.gov/ls/fa>~~

~~California Department of Water Resources: <http://water.ca.gov>~~

~~California Division of State Architect: <http://www.dgs.ca.gov/DSA>~~

~~California Energy Commission: <http://www.energy.ca.gov>~~

~~California State Water Resources Control Board: <http://www.swrcb.ca.gov>~~

~~California Stormwater Quality Association: <http://www.casqa.org/resources>~~

~~Collaborative for High Performance Schools (CHPS): <http://chps.net>~~

~~Green School Yards America: <http://www.greenschoolyards.org>~~

~~U.S. Environmental Protection Agency: <http://www.epa.gov>~~

~~Department of General Resources, Green California, Sustainable Schools:~~

~~<http://www.green.ca.gov/GreenBuildings/schools>~~

Policy Adopted: ~~4/21/10~~ 12-11-19

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Campus Security

The Governing Board is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

(cf. 4158/4258/4358 - Employee Security)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 5142 - Safety)

The Superintendent or designee shall develop campus security procedures, which may be included in the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

(cf. 0450 - Comprehensive Safety Plan)

Surveillance Systems

In consultation with the district's safety planning committee, other relevant stakeholders, and staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled, with the exception of the districts school busses, so that sounds are not recorded.

(cf. 5131.1 - Bus Conduct)
(cf. 5145.12 - Search and Seizure)

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. These signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur and that the recordings may be used in disciplinary proceedings and/or referred to local law enforcement, as appropriate.

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

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

Business and Noninstructional Operations

BP 3515 (b)

(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Legal Reference:

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act, especially:

17075.50 Classroom security locks, new construction projects

17583 Classroom security locks, modernization projects

32020 Access gates

32211 Threatened disruption or interference with classes

32280-32289 School safety plans

35160 Authority of governing boards

35160.1 Broad authority of school districts

38000-38005 Security departments

49050-49051 Searches by school employees

49060-49079 Student records

PENAL CODE

469 Unauthorized making, duplicating or possession of key to public building

626-626.11 Disruption of schools

CALIFORNIA CODE OF REGULATIONS, TITLE 24

1010.1.9 Door operations

1010.1.11 Lockable doors from the inside

CALIFORNIA CONSTITUTION

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

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.3 Definition of education records

COURT DECISIONS

Brannum v. Overton County School Board (2008) 516 F. 3d 489

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

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 257 (2000)

75 Ops.Cal.Atty.Gen. 155 (1992)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Safe Schools: A Planning Guide for Action, 2002

NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS

The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law

Enforcement Agencies, rev. 2005

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

FAQs on Photos and Videos under FERPA

WEB SITES

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

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

National Institute of Justice: <http://www.ojp.usdoj.gov/nij>

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

U.S. Department of Education, Protecting Student Privacy: <http://studentprivacy.ed.gov>

Policy Adopted: 12/11/19

Orcutt Union School District
Orcutt, CA

Business and Noninstructional Operations

TRANSPORTATION

The **Governing Board of Trustees** desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance and reduce tardiness. **In determining the extent to which the district provides for transportation services the Board shall weigh depend upon student and community needs against the cost of providing such services, and a continuing assessment of financial resources.**

- (cf. 3100 - Budget)
- ~~(cf. 3250 - Transportation Fees)~~
- (cf. 3541 - Transportation Routes and Services)
- (cf. 3541.1 - Transportation for School-Related Trips)
- (cf. 3541.2 - Transportation for Students with Disabilities)
- (cf. 5116.1 - Intradistrict Open Enrollment)
- (cf. 5117 - Interdistrict Agreements)
- (cf. 6178.2 - Regional Occupational Center/Program)

The Superintendent or designee shall recommend to the Board the most economical, **environmentally sustainable**, and appropriate means of providing transportation services.

- (cf. 3510 - Green School Operations)

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

- (cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

- (cf. 3543 - Transportation Safety and Emergencies)
- (cf. 5131.1 - Bus Conduct)

The district may install a global positioning system (GPS) on school buses, district owned vehicles, and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators and parents/guardians.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned school buses and other equipment, and ensure adequate facilities for equipment

Business and Noninstructional Operations

BP 3540 (b)

storage and maintenance.

(cf. 3542 - School Bus Drivers)

Legal Reference:

EDUCATION CODE

35330 Excursions and field trips

35350 Authority to transport pupils

39800-39860 Transportation, especially:

39800 Powers of governing board to provide transportation for pupils to and from school; definition of "municipally owned transit system"

39801 Contract with County Superintendent of Schools to provide transportation

39802-39803 Bids and contracts for transportation services

39806 Payments to parents in lieu of transportation

39807 Food and lodging payments in lieu of transportation

39807.5 Transportation fees

39808 District transportation of private school students

41850-41854 Allowances for transportation

41860-41862 Supplemental allowances for transportation

45125.1 Criminal background checks for contractors

52311 Regional occupational centers, transportation

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

PENAL CODE

637.7 Electronic tracking devices

CODE OF REGULATIONS, TITLE 5

14100-14103 Use of school buses and school pupil activity buses

15240-15343 Allowances for student transportation, especially:

15253-15272 District records related to transportation

VEHICLE CODE

2807 School bus inspection

CODE OF REGULATIONS, TITLE 13

2025 Retrofitting of diesel school buses

COURT DECISIONS

Arcadia Unified School District et. al. v. State Department of Education, 2 Cal. 4th 251 (1992)

Policy Adopted: ~~2/15/07~~ 12-11-19

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Business and Noninstructional Operations

FOOD SERVICE OPERATIONS/CAFETERIA FUND

The Governing Board intends that, school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee, shall centralize and direct the purchasing of foods and supplies, the planning of menus and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)
(cf. 3300 - Expenditures and Purchases)
(cf. 3311 - Bids)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 5030 - Student Wellness)

The Superintendent or designee shall ensure that all food service director(s) ~~personnel~~ possess the ~~required~~ qualifications ~~required by 7 CFR 210.030 and California Department of Education (CDE) standards,~~ and receive ongoing professional development related to the ~~effective management and implementation of the district's food service program in accordance with law.~~

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

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the ~~California Department of Education (CDE).~~ (42 USC 1776)

Meal Sales

Meals may be sold to students, district employees and Board members and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)
In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, student siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. **Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.**

(cf. 3553 - Free and Reduced Price Meals)

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with **BP/AR 3553 - Free and Reduced Price Meals**, 2 CFR 200.426 and any applicable CDE

Business and Noninstructional Operations

BP 3551 (b)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced-price meal program is not overtly identified by the use of special tokens, tickets, or other means and is not shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)

~~Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.~~

~~(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3553 - Free and Reduced-Price Meals)~~

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)

Business and Noninstructional Operations

BP 3551 (c)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

(cf. 3600 - Consultants)

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

Business and Noninstructional Operations

BP 3551 (d)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Legal Reference:

EDUCATION CODE

38080-38085 Cafeteria, establishment and use
38090-38095 Cafeterias, funds and accounts
38100-38103 Cafeterias, allocation of charges
42646 Alternate payroll procedure
45103.5 Contracts for management consulting services; restrictions
49490-49493 School breakfast and lunch programs
49500-49505 School meals
49554 Contract services
49550-49562 Meals for needy students

49550.5 Universal breakfast

49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.318-200.326 Procurement standards

200.400-200.475 Cost principals

200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019

Paid Lunch Equity Requirement and Calculation Tool, NSD Management Bulletin, SNP-12-2018, May 2018

Storage and Inventory Management of U.S. Department of Agriculture Foods,

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, ~~Bad Debt Policies, and the Handling of Unpaid Meal Charges, Management Bulletin USDA-SNP-06-2015, May 2015~~

Programs, and Additional Guidance on the Handling of Unpaid Meal Charges, NSD

Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015

Cafeteria Funds--Allowable Uses, Management Bulletin NSD-SNP-07-2013, May 2013

Paid Lunch Equity Requirement, Management Bulletin USDA-SNP-16-2012, October 2012

Management Bulletin USDA-FDP-02-2010, August 2010

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, Management Bulletin

00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

FAQs About School Meals

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, ~~September 2016~~
May 2017

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP
24-2016, February 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

Policy Adopted: ~~05-09-18~~ 12/11/19

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Nutrition Program Compliance

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her on any basis prohibited by law.

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

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5030 - Student Wellness)

Coordinator

The Board designates the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the district's civil rights coordinator to ensure compliance with the laws governing its nutrition programs and to investigate any related complaints.

The responsibilities of the compliance officer/coordinator include, but are not limited to:

1. Providing the name of the civil rights coordinator, Section 504 coordinator, and Title IX coordinator, if different from the civil rights coordinator, to the California Department of Education and other interested parties

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

2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs

(cf. 6159 - Individualized Education Program)

4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants

Nutrition Program Compliance

5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below
6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency
7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities
8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet

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

9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log and working with the appropriate person to resolve any complaint
10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

(cf. 5022 - Students and Family Privacy Rights)
(cf. 5125 - Student Records)

Notifications

The U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service shall be displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their program rights and responsibilities and steps necessary for participation. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be filed anonymously or by a third party.

(cf. 5145.6 - Parental Notifications)

In addition, all forms of communication available to the public regarding program availability shall contain, in a prominent location, the following statement:

Nutrition Program Compliance

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov.

This institution is an equal opportunity provider."

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude menus. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, stating "This institution is an equal opportunity provider," may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Nutrition Program Compliance

Complaints

Any complaint concerning the district's nutrition programs shall be investigated using the process identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

When a complaint alleging discrimination of the basis of race, color, national origin, sex, age, or disability is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:

1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 4503, Sacramento, CA 95814-2342 or call (916) 323-8531 or (800) 952-5609

2. U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email program.intake.usda.gov.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

49060-49079 Student records

49490-49590 Child nutrition programs

PENAL CODE

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

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

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.23 National School Lunch Program, district responsibilities

215.7 Special Milk Program, requirements for participation

215.14 Special Milk Program, nondiscrimination

220.7 School Breakfast Program, requirements for participation

Business and Noninstructional Operations

BP 3555 (e)

Nutrition Program Compliance

225.3 Summer Food Service Program, administration
225.7 Summer Food Service Program, program monitoring
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, rev.
November 2015

U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE PUBLICATIONS

Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November
2005

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

Notice of Non-Discrimination, August 2010

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

U.S. Department of Agriculture, Food and Nutrition Services: <http://www.fns.usda.gov>

U.S. Department of Agriculture, Office for Civil Rights: <http://www.ascr.usda.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

Regulation Approved 12-11-19

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

CONDUCT

The Board of Trustees believes that all students have the right to be educated in a safe and positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or on district transportation.

(cf. 0450 – Comprehensive Safety Plan)

(cf. 5131.1 - Bus Conduct)

(cf. 5137 – Positive School Climate)

(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall ensure that each school site develops standards of conduct and discipline consistent with district policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5142 - Safety)
2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption to the school program
(cf. 5131.2 – Bullying)
(cf. 5145.3 – Nondiscrimination/Harassment)
(cf. 5145.7 – Sexual Harassment)
(cf. 5145.9 – Hate-Motivated Behavior)
3. Conduct that disrupts the orderly classroom or school environment
(cf. 5131.4 - Student Disturbances)
4. Willful defiance of staff's authority
5. Damage to or theft of property belonging to students, staff, or the district
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5131.5 - Vandalism, ~~Theft~~ and Graffiti)
6. Obscene acts of use of profane, vulgar, or abusive language
(cf. 5145.2 - Freedom of Speech/Expression)

CONDUCT

7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited ~~drugs~~ **substances**
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)
8. Possession or use of a laser pointer, unless used for a valid instructional or other school-related purpose **with prior permission of the principal or designee** (Penal Code 417.27)

~~Prior to bringing a laser pointer on school premises for a valid instructional, or school-related purpose, students shall first obtain permission from the principal or designee.~~

9. Use of a cellular/digital telephone, **smart watch**, pager, or other mobile communication device during instructional time **or in an unauthorized manner in violation of district policy**

Such devices shall be turned off in class, except when being used for a valid instructional or other school-related purpose as determined by the teacher or other district employee, and at any other time directed by a district employee. Any device with a camera, video, or voice recording function shall not be used in any manner which infringes on the privacy rights of any other person.

No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to purposes related to the student's health. (Education Code 48901.5)

(cf. 5131.8 - Mobile Communication Devices)
(cf. 6163.4 - Student Use of Technology)

10. Plagiarism or dishonesty in school work or on tests
(cf. 5131.9 - Academic Honesty)
(cf. 6162.54 - Test Integrity/Test Preparation)
(cf. 6162.6 - Use of Copyrighted Materials)
11. ~~Inappropriate attire~~ **Wearing of any attire that violates district or school dress codes, including gang-related apparel**
(cf. 5132 - Dress and Grooming)
(cf. 5136 - Gangs)
12. Tardiness or unexcused absence from school
(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5113.11 - Attendance Supervision)
(cf. 5113.12 - District School Attendance Review Board)

CONDUCT

13. Failure to remain on school premises in accordance with school rules
(cf. 5112.5 – Open/Closed Campus)

Employees are expected to ~~provide appropriate supervision~~ to enforce standards of conduct and, if they observe or receive a report of a violation of these standards, to ~~immediately~~ appropriately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.

When a school official suspects that a search of a student or his/her belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

(cf. 5145.12 - Search and Seizure)

When a student uses any prohibited device, or uses a permitted device ~~in any unethical or illegal activity~~ in an unauthorized manner, a district employee may confiscate the device. The employee shall store the item in a secure manner until it is returned to the student or turned over to the principal or designee, as appropriate ~~an appropriate time~~.

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

~~(cf. 1020 – Youth Services)~~

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

(cf. 5020 - Parent Rights and Responsibilities)

Cf. 5127 – Graduation Ceremonies and Activities)

(cf. 5138 – Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

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

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

(cf. 6020 - Parent Involvement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

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

(cf. 6164.2 – Guidance/Counseling Services)

(cf. 6164.5 – Student Success Teams)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

CONDUCT

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32280-32289 Comprehensive safety plan

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

44807 Duty concerning conduct of students

48900-48925 Suspension or expulsion

51512 Prohibition use of electronic listening or recording device in classroom without permission

CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

417.25-417.27 Laser scope or laser pointer

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

653.2 Electronic communication devices, threats to safety

VEHICLE CODE

23123-23124 Prohibitions against use of electronic devices while driving

CODE OF REGULATIONS, TITLE 5

300-307 Duties of students

UNITED STATES CODE, TITLE 42

20 USC 1681-1688 Title IX, 1972 Education Act Amendments

~~UNITED STATES CODE, TITLE 47~~

~~254 Universal service discounts (e-rate)~~

COURT DECISIONS

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

LaVine v. Blaine School District (2001, 9th Cir.) 257 F.3d 981

Emmett v. Kent School District No. 415, (2000) 92 F.Supp. 1088

Bethel School District No. 403 v. Fraser, (1986) 478 U.S. 675

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

Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

Management Resources:

CSBA PUBLICATIONS

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

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April, 2010

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

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

WEB SITES

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

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

Center for Safe and Responsible Internet Use-<http://www.ewa.org/organization/center-safe-and-responsible-internet-use>

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

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

Policy Adopted: ~~06/13/12~~ 12/11/2019

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

DRESS AND GROOMING

The Board of Trustees believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or likely cause a substantial disruption to the educational process.

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)

District and school rules pertaining to student attire shall be included in student handbooks, may be posted in school offices and classrooms, and may be periodically reviewed with all students as necessary.

Students shall not be prohibited from dressing in a manner consistent with their gender identity or gender expression or with their religious or cultural observance.

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

In addition, the dress code shall not discriminate against students based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Education Code 212.1)

The principal or designee is authorized to enforce this policy and shall inform any student who does not reasonably conform to the dress code. The dress code shall not be enforced in a manner that discriminates against a particular viewpoint or results in a disproportionate application of the dress code based on students' gender, sexual orientation, race, ethnicity, household income, or body type or size.

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

(cf. 0415 - Equity)

(cf. 5145.2 - Freedom of Speech/Expression)

School administrators, teachers, and other staff shall be notified of appropriate and equitable enforcement of the dress code.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Students

BP 5132 (b)

DRESS AND GROOMING

When practical, students shall not be directed to correct a dress code violation during instructional time or in front of other students.

Repeated violations or refusal to comply with the district's dress code may result in disciplinary action.

(cf. 5144 - Discipline)

Gang-Related Apparel

The principal, staff, and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a proposed dress code shall be presented to the Board, which shall approve the plan upon determining that it is necessary to protect the health and safety of the school environment. The dress code policy may be included in the school's comprehensive safety plan. (Education Code 35183) ~~may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school environment.~~

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5136 - Gangs)

When determining specific items of clothing that may be defined as gang apparel, the school shall ensure that the determination is free from bias based on race, ethnicity, national origin, immigration status, or other protected characteristics.

Uniforms

The Board may approve a school-initiated dress code requiring students at the school to wear a school uniform whenever the Board determines that such a dress code will promote student achievement, a positive school climate, and/or student safety.

The Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against, or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms. (Education Code 35183)

Legal Reference:

Students

BP 5132 (c)

DRESS AND GROOMING

EDUCATION CODE

212.1 Nondiscrimination based on race or ethnicity

220 Nondiscrimination

32281 School safety plans

35183 School dress codes; uniforms

35183.5 Sun-protective clothing

48907 Student exercise of free expression

49066 Grades; effect of physical education class apparel

COURT DECISIONS

Jacobs v. Clark County School District, (2008) 26 F. 3d 419

Harper v. Poway Unified School District, (2006) 445 App. 3d 166

Marvin H. Jeglin et al v. San Jacinto Unified School District et al (C.D. Cal. 1993) 827 F. Supp. 1459

Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251

Hazelwood School District v. Kuhlmeier, (1988) 108 S. Ct. 562

Hartzell v. Connell (1984) 35 Cal. 3d 899

Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

Policy Adopted: ~~09/11/2019~~ 12/11/2019 ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Personnel

BP 4116 (a)

PROBATIONARY/PERMANENT STATUS

The Governing Board desires to employ and retain highly qualified certificated personnel to implement the district's educational program. Newly hired certificated personnel shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

Certificated employees who satisfactorily complete the probationary period shall be granted permanent status.

A probationary employee who has been employed by the district in position(s) requiring certification for two complete consecutive school years and is then reelected for the next succeeding school year shall become a permanent employee at the beginning of the third year. (Education Code 44929.21, 44929.23)

During the P probationary period, employees shall receive professional development and training, assistance and evaluations consistent with their needs as new teachers. ~~Such training and assistance~~ which may consist of in-service training and/or meetings with the employee's evaluator to discuss areas of strength and areas requiring improvement. Inservice training may be provided during school hours as part of a comprehensive staff development program.

(cf. 4131 - Staff Development)

The performance of each probationary employee shall be evaluated and assessed at least once every school year.

(cf. 4115 - Evaluation/Supervision)

Dismissal/Nonreelection of Probationary Employees

During the school year, a probationary employee may be suspended or dismissed only for cause and in accordance with district procedures. (Education Code 44948.3)

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

With proper notice, the Board may, without cause, elect not to reemploy a probationary employee for the subsequent year. (Education Code 44929.21, 44929.23)

(cf. 4117.3 - Personnel Reduction)

The Superintendent or designee shall annually provide the Board with recommendations regarding the reelection or nonreelection of probationary certificated personnel for the ensuing school year.

At any time during a probationary employee's first year of employment in the district, the Board may give written notice to the employee of the Board's decision not to reelect the employee for a second school year. If the Board does not give written notice, the employee shall be deemed reelected for the next succeeding school year.

Personnel

BP 4116 (b)

PROBATIONARY/PERMANENT STATUS

During the final year of the probationary period, the Board may decide not to reelect the employee for the following year, and shall so notify the employee in writing on or before March 15. If the Board does not give written notice on or before March 15, the employee shall be deemed reelected for the next succeeding school year. (Education Code 44929.21, 44948.5)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Such notices shall be delivered through personal service upon the employee, certified mail with return receipt, email, or another method which documents actual receipt of the notice by the employee.

~~Permanent Status~~

~~Granting of permanent status shall be based on completion of the probationary period in accordance with applicable law. Employees granted permanent status acquire specific rights under the Education Code, including those relating to discipline and dismissal. (Education Code 44932-44988)~~

~~(cf. 4117.4 - Dismissal)~~

~~(cf. 4117.6 - Decision Not to Rehire)~~

Legal Reference:

EDUCATION CODE

- 44466 Status of university interns
- 44850.1 No tenure in administrative or supervisory position
- 44885.5 Status of district interns
- 44908 Complete years for probationary employees
- 44909 **Classification of certificated employees in categorically funded projects**
- 44910 ~~44913~~ Service not computed in eligibility for permanent status
- 44915 Classification of probationary employees
- 44917-44921 Status of substitute or temporary employees
- 44929.20 Continuing contracts (not to exceed four years - ADA under 250)
- 44929.21 Districts of 250 ADA or more
- 44929.23 Districts with less than 250 ADA
- 44929.28 Employment by another district
- 44930-44988 Resignations, dismissals and leaves of absence, especially:
- 44948.2 Election to use provisions of Section 44948.3
- 44948.3 Dismissal of probationary employees
- 44948.5 **Nonreelection procedures, districts under 250 ADA**
- 44949 **Cause, notice and right to hearing required for dismissal of probationary employee**
- 44955 Reduction in number of permanent employees

COURT DECISIONS

Personnel

BP 4116 (c)

PROBATIONARY/PERMANENT STATUS

Grace v. Beaumont Unified School District (2013) 216 Cal. App. 4th 1325
Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 203 Cal. App. 4th 1552
Sullivan v. Centincla Valley Union High School District (2011) 194 Cal. App. 4th 69
California Teachers Assn. v. Vallejo City Unified School District (2007) 149 Cal. App. 4th 135, 146
Hoschler v. Sacramento City Unified School District (2007) 149 Cal. App. 4th 258
Bakersfield Elementary Teachers Assn. v. Bakersfield City School District (2006) 145 Cal. App. 4th 1260, 1280
Fischer v. Los Angeles Unified School District (1999) 70 Cal.App.4th 87
Bellflower Education Assn. V. Bellflower Unified School District (1991) 228 Cal.App.3d 805
Fontana Teachers Assn. v. Fontana Unified School District (1988) 201 Cal.App.3d 1517
Grimsley v. Board of Trustees (1987) 189 Cal.App.3d 1440

Policy Adopted: ~~10/15/08~~ 12/11/19

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Personnel

DRESS AND GROOMING

The Governing Board believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

(cf. 0415 - Equity)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4112.21/4212.21/4312.21 - Professional Standards)
(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The district shall allow employees to appear and dress in a manner consistent with their gender identity or gender expression. (Government Code 12949)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

The district shall not discriminate against employees based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Government Code 12926)

~~In addition,~~ **The district shall not dismiss an employee, discriminate against an employee in compensation or in terms, conditions, or privileges of employment, or refuse to hire a job applicant on the basis of religious dress or grooming practices. (Government Code 12926, 12940)**

This policy shall be presented to employees upon employment, through the employee handbook or other appropriate means, and may be periodically reviewed with all employees as necessary

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards
35160.1 Broad authority of school districts

GOVERNMENT CODE

3543.2 Scope of representation
12926 Definitions
12940 Unfair employment practices
12949 Dress standards, consistency with gender identity

BP 4119.22(b)
BP 4219.22(b)
BP 4319.22(b)

Personnel

DRESS AND GROOMING

COURT DECISIONS

San Mateo City School District v. PERB (1983) 33 Cal. 3d 850

Domico v. Rapides Parish School Board (5th Cir. 1982) 675 F.2d 100

East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562 F. 2d 856

Finot v. Pasadena Board of Education (1967) 250 Cal.App.2d 189

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Santa Ana Unified School District (1998) 22 PERC P29, 136

Inglewood Unified School District (1985) 10 PERC P17, 000

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

PUBLICATIONS

Transgender Rights in the Workplace

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Public Employment Relations Board: <http://www.perb.ca.gov>

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

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Personnel

PROBATIONARY/PERMANENT STATUS

The Governing Board desires to employ and retain highly qualified classified personnel to support the district's educational program and operations. ~~Employees n~~ Newly hired for regular positions in the classified service shall be considered probationary employees until they have satisfactorily completed one year ~~shall serve a~~ of probationary period during which the Board ~~service. Upon satisfactorily completing this period, they shall become~~ determine their suitability for long-term district employment. ~~permanent~~ classified employees of the district.

A probationary employee who has been employed by the district for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the district. (Education Code 45113, 45301)

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

(cf. 4215 - Evaluation/Supervision)

~~The Superintendent or designee~~ The district may, without cause, dismiss an new employee during the ~~initial~~ probationary period.

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

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period. ~~one year of service in that position.~~

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which he/she was promoted. (Education Code 45113)

This policy shall be made available to classified employees and the public. (Education Code 45113)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Legal Reference:

EDUCATION CODE

45113 Rules and regulations for classified service in districts not incorporating the merit system

45240-45320 Merit system

Management Resources:

WEB SITES

California School Employees Association: <http://www.cseca.org>

Policy Adopted: ~~10/15/08~~ 12/11/19

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Facilities

ARCHITECTURAL AND ENGINEERING SERVICES

BP 7140 (a)

The Governing Board desires to provide school facilities that support the educational program and meet all applicable safety and design standards. When required by law, the Board shall employ or contract with a licensed and certified architect and/or structural engineer to design and supervise the construction of district schools and other facilities.

(cf. 7110 - Facilities Master Plan)

The architect and/or structural engineer shall be responsible for preparing all construction plans, specifications, and estimates and for the observation of the work of construction. (Education Code 17302)

To ensure compliance with state design and safety standards, preliminary and final plans for any state-funded school facility project, including Board-approved educational specifications for school design when necessary, shall be submitted to the California Department of Education and the Department of General Services, Division of the State Architect. (Education Code 17267; 5 CCR 14030-14032)

~~In order to ensure safe construction and protect the investment of public funds, the Governing Board requires that a licensed and certified architect or structural engineer be employed to design and supervise the construction of district schools and other facilities.~~

The Superintendent or designee shall devise a competitive process for the selection of architects and structural engineers, and other design professionals that is based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. For each project, he/she the Superintendent or designee shall recommend specific architectural and engineering firms to the Board for approval. The Board shall pay fair and reasonable amounts warranted by the provider's qualifications and competence. The Board need not select the lowest responsible bidder.

(cf. 3311 - Bids)

(cf. 3311.3 - Design-Build Contracts)

Legal Reference:

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act, especially:

17070.50 Conditions for apportionment

17250.10-17250.55 Design-build contracts

17251 School construction; duties of the California Department of Education

17262-17268 School construction plans

17280-17316 Approvals, especially:

17302 Persons qualified to prepare plans, specifications and estimates and supervise construction

17316 Contract provision re school district property

17371 Limitation on liability of governing board

BUSINESS AND PROFESSIONS CODE

5500-5502 Architecture

ARCHITECTURAL AND ENGINEERING SERVICES

BP 7140 (b)

5550-5558 Architects, licensure

6700-6706.3 Engineers

6750-6766 Engineers, licensure

GOVERNMENT CODE

4525-4529.5 *Contracts with private architects, engineering, land surveying, and construction project management firms*

14837 *Definition of small business*

87100 *Public officials; financial interest*

PUBLIC CONTRACT CODE

20111 *School district contracts*

CODE OF REGULATIONS, TITLE 5

14001 *Minimum standards for school facilities*

14030-14036 *Standards, planning, and approval of school facilities*

CODE OF REGULATIONS, TITLE 24

101 *et seq. California Building Standards Code*

CALIFORNIA CONSTITUTION

Article 22 *Architectural and engineering services*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Plan Submission Requirements for Modernization Projects, Form SFPD 4.08

Plan Submission Requirements for New Construction, Form SFPD 4.07

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

School Facility Program Handbook, January 2019

WEB SITES

American Institute of Architects California Council: <http://aiacalifornia.org>

California Department of Education, Facilities: <http://www.cde.ca.gov/ls/fa>

Department of General Services, Division of the State Architect: <http://www.dgs.ca.gov/DSA>

Department of General Services, Office of Public School Construction: <http://www.dgs.ca.gov/OPSC>

Policy Adopted: ~~6/7/06~~ 12-11-19

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Board Bylaws

MEETING CONDUCT

BB 9323 (a)

Meeting Procedures

All ~~Governing Board~~ ~~Board of Trustees~~ meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

(cf. 9322 - Agenda/Meeting Materials)

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

(cf. 9121 - President)

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned by 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

(cf. 9320 - Meetings and Notices)

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

(cf. 9323.2 - Actions by the Board)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

(cf. 9270 - Conflict of Interest)

Provided the Board typically has seven members and there are no more than two vacancies on the Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

Board Bylaws

MEETING CONDUCT

BB 9323 (b)

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5, Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5, Government Code 54954.2)
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board members or staff members may ask a question for clarification, make a brief announcement, or make a brief report on his/her their own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

(cf. 9130 - Board Committees)

Board Bylaws

MEETING CONDUCT

BB 9323 (c)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

In general, individual speakers shall be allowed ~~three~~ five minutes to address the Board on each agenda or nonagenda item. The Board shall limit the total time for public input to 30 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board President ~~W~~ with Board consent, ~~the president~~ adjust the amount of time allowed for public input and/or time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. ~~may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint. take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.~~

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, **subject to the following conditions:**
 - a. If the topic would be more suitably addressed at a later time, the **Board** president may indicate the time and place when it should be presented.
 - b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)
 - c. ~~In addition, t~~ The Board may not prohibit public criticism of district employees. **However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.**

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 9321 - Closed Session Purposes and Agendas)

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group shall be grounds for the president to terminate the privilege of addressing the Board.

~~Whenever a member of the public initiates specific complaints or charges against an employee, the Board president shall inform the complainant that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability~~

Board Bylaws

MEETING CONDUCT

BB 9323 (d)

~~of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957. The Board president shall also encourage the complainant to file a complaint using the appropriate district complaint procedure.~~

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement **as necessary**.

Recording by the Public

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee shall designate locations from which members of the public may broadcast, photograph, or tape record open meetings without causing a distraction.

(cf. 9324 - Board Minutes and Recordings)

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

Legal Reference:

EDUCATION CODE

5095 Powers of remaining board members and new appointees

32210 Willful disturbance of public school or meeting a misdemeanor

35010 Prescription and enforcement of rules

35145.5 Agenda; public participation; regulations

35163 Official actions, minutes and journal

35164 Vote requirements

35165 Effect of vacancies upon majority and unanimous votes by seven member board

CODE OF CIVIL PROCEDURE

527.8 Workplace Violence Safety Act

GOVERNMENT CODE

54953.5 Audio or video tape recording of proceedings

Board Bylaws

MEETING CONDUCT

BB 9323 (e)

- 54953.6 Broadcasting of proceedings
- 54954.2 Agenda; posting; action on other matters
- 54954.3 Opportunity for public to address legislative body; regulations
- 54957 Closed sessions
- 54957.9 Disorderly conduct of general public during meeting; clearing of room

PENAL CODE

- 403 Disruption of assembly or meeting

COURT DECISIONS

- City of San Jose v. Garbett*, (2010) 190 Cal.App.4th 526
- Norse v. City of Santa Cruz*, (9th Cir. 2010) 629 F3d 966
- McMahon v. Albany Unified School District*, (2002) 104 Cal.App.4th 1275
- Rubin v. City of Burbank*, (2002) 101 Cal.App.4th 1194
- Baca v. Moreno Valley Unified School District*, (1996) 936 F.Supp. 719

ATTORNEY GENERAL OPINIONS

- 90 Ops.Cal.Atty.Gen. 47 (2007)
- 76 Ops.Cal.Atty.Gen. 281 (1993)
- 66 Ops.Cal.Atty.Gen. 336 (1983)
- 63 Ops.Cal.Atty.Gen. 215 (1980)
- 61 Ops.Cal.Atty.Gen. 243, 253 (1978)
- 59 Ops.Cal.Atty.Gen. 532 (1976)
- 55 Ops.Cal.Atty.Gen. 26 (1972)

Management Resources:

CSBA PUBLICATIONS

- Call to Order: A Blueprint for Great Board Meetings, 2015*
- The Brown Act: School Boards and Open Meeting Laws, rev. 2005* 14
- ~~*Board Presidents' Handbook, rev. 2002*~~
- ~~*Maximizing School Board Governance: Boardsmanship*~~

ATTORNEY GENERAL PUBLICATIONS

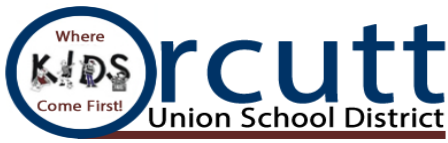
- The Brown Act: Open Meetings for Legislative Bodies, 2003*

WEB SITES

- CSBA: <http://www.csba.org>
- California Attorney General's Office: <http://www.caag.state.ca.us>

Bylaw Approved: ~~11/08/06~~ 12/11/19

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



BOARD OF TRUSTEES

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LIZ PHILLIPS
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MELANIE WAFFLE

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

Where a Dedicated Staff Means
KIDS COME FIRST

TO: Board of Trustees

FROM: Deborah Blow, Ed.D.
Superintendent

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: BP 0520 Intervention for Underperforming Schools

BACKGROUND: New board policy contains material formerly in BP 0460 - Local Control and Accountability Plan regarding interventions to support the continuous improvement of student performance within the priorities identified in the district's LCAP. Paragraph added to reference interventions that will be provided to schools identified by the California Department of Education (CDE) for comprehensive support and improvement (CSI), targeted support and improvement (TSI), and additional targeted support and improvement (ATSI).

RECOMMENDATION: It is recommended that the Board of Trustees accept the new BP 0520.

FUNDING: No funding implications

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board desires that all district schools provide a high-quality educational program that maximizes the achievement of each district student. The district shall provide assistance to schools to support the continuous improvement of student performance within the priorities identified in the district's local control and accountability plan (LCAP) and to enhance the achievement of low-performing student subgroups.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0500 - Accountability)

At its discretion, the Board may submit a request to the County Superintendent of Schools for technical assistance regarding the following: (Education Code 52071)

1. Identifying the district's strengths and weaknesses in regard to state priorities addressed in the LCAP, including collaboration between the district and County Superintendent to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness
2. Securing assistance from an academic, programmatic, or fiscal expert, or team of experts, to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the district

In the event that the County Superintendent requires the district to receive technical assistance based on a determination that one or more numerically significant student subgroups in a district school meet the performance criteria established pursuant Education Code 52064.5, the Board shall work with the County Superintendent and shall provide the County Superintendent timely documentation of the district's completion of the activities listed in items #1-2 above or substantially similar activities. (Education Code 52071)

With the approval of the County Superintendent, the district may, at its own expense, engage another service provider, including, but not limited to, another school district, the county office of education, or a charter school, to act as a partner to the district in filling the district's need for technical assistance. (Education Code 52071)

If referred to the California Collaborative for Educational Excellence by either the County Superintendent or the Superintendent of Public Instruction (SPI), the district shall implement the recommendations of that agency in order to accomplish the goals set forth in the district's LCAP. (Education Code 52071, 52074)

If the SPI identifies the district as needing intervention, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following: (Education Code 52072)

1. Revision of the district's LCAP
2. Revision of the district's budget, in conjunction with changes in the LCAP, that would

Philosophy, Goals, Objectives and Comprehensive Plans

allow the district to improve the outcomes for all student subgroups in regard to state and local priorities

3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

In addition, any school identified by the California Department of Education for comprehensive support and improvement, targeted support and improvement, or additional targeted support and improvement shall develop and implement a school plan in accordance with 20 USC 6311. Such schools may be required to partner with an external entity, agency, or individual with demonstrated expertise and capacity to identify and implement more rigorous interventions.

(cf. 0420 - School Plans/Site Councils)

(cf. 0520.1 - Comprehensive and Targeted Support and Improvement)

Legal Reference:

EDUCATION CODE

52052 Numerically significant student subgroups

52059.5 Statewide system of support

52060-52077 Local control and accountability plan

60640-60649 California Assessment of Student Performance and Progress

64001 School plan for student achievement

UNITED STATES CODE, TITLE 20

6311-6322 Improving basic programs for disadvantaged students, especially:

6311 State plans

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Dashboard

CSI/TSI/ATSI Frequently Asked Questions

California ESSA Consolidated State Plan, 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

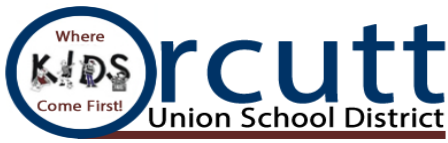
Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments, 2016

WEB SITES

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

California School Dashboard: <http://www.caschooldashboard.org>

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



BOARD OF TRUSTEES

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Where a Dedicated Staff Means
KIDS COME FIRST

TO: Board of Trustees

FROM: Deborah Blow, Ed.D.
Superintendent

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: BP 0520.1 Comprehensive and Targeted Support Improvement

BACKGROUND: New board policy addresses the state's accountability system, developed in response to federal Title I requirements, to provide interventions to schools identified by CDE for CSI, TSI, or ATSI. Policy includes criteria for the identification of schools, requirements for a school improvement plan, and actions to be taken if implementation of the school plan is unsuccessful after a specified period of years.

RECOMMENDATION: It is recommended that the Board of Trustees accept the new BP 0520.1.

FUNDING: No funding implications

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board is committed to enabling all district students to meet state academic achievement standards. The district shall provide support and assistance to increase student achievement in all district schools, especially any school that has been identified by the California Department of Education (CDE) as in need of comprehensive support and improvement (CSI), targeted support and improvement (TSI), or additional targeted support and improvement (ATSI).

(cf. 0500 - Accountability)

(cf. 0520 - Intervention for Underperforming Schools)

(cf. 6011 - Academic Standards)

(cf. 6171 - Title I Programs)

When any school is identified for CSI, TSI, or ATSI, the Superintendent or designee shall notify the school community, including the principal, teachers, and parent/guardians of students of the school, of the identification and, if applicable, shall inform the school of the student subgroup(s) which are consistently underperforming at the school.

School Plan

Upon receiving notification from CDE that a district school has been identified as eligible for CSI, TSI, or ATSI, the district shall, in partnership with principals, other school leaders, teachers, and parents/guardians, develop and implement a plan to improve student outcomes at the school. The plan shall: (20 USC 6311)

1. Be based on all state indicators in the California School Dashboard, including student performance against state-determined long-term goals, except that any school subject to the state's Dashboard Alternative School Status that has fewer than 100 students may focus on the state indicators that are more applicable to the nature of its program
2. Be based on a school-level needs assessment
3. Include evidence-based interventions
4. If the school is identified for CSI or ATSI, identify resource inequities, which may include a review of district and school-level budgets, to be addressed through implementation of the plan

(cf. 0400 - Comprehensive Plans)

The school plan for student achievement developed pursuant to Education Code 64001 may serve as the school improvement plan required for CSI, TSI, or ATSI, provided that the plan meets the requirements of 20 USC 6311. (Education Code 64001)

(cf. 0420 - School Plans/Site Councils)

Comprehensive and Targeted Support and Improvement

BP 0520.1(b)

Philosophy, Goals, Objectives and Comprehensive Plans

The school improvement plan shall be submitted to the Board for approval. (20 USC 6311)

If any district school is identified for CSI, the district's local control and accountability plan shall include descriptions of how the district provides support to CSI school(s) in developing the CSI plan and how the district will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

(cf. 0460 - Local Control and Accountability Plan)

Monitoring and Intervention

The Board and the Superintendent or designee shall regularly review the performance of each school identified for CSI, TSI, or ATSI.

After two years of implementing the school plan, if any such school has been unsuccessful in improving student outcomes to a level that exceeds initial eligibility criteria, the district shall identify the problem and take additional action as necessary.

If a school identified for CSI fails to improve student outcomes within four years to a level that exceeds the CSI eligibility criteria, it shall be subject to more rigorous interventions that include, but are not limited to, partnering with an external entity, agency, or individual with demonstrated expertise and capacity to:

1. Conduct a new needs assessment that focuses on systemic factors and conduct a root cause analysis that identifies gaps between current conditions and desired conditions in student performance and progress
2. Use the results of the analysis along with stakeholder feedback to develop a new improvement plan that includes:
 - a. A prioritized set of evidence-based interventions and strategies
 - b. A program evaluation component with support to conduct ongoing performance and progress monitoring

Legal Reference:

EDUCATION CODE

52052 Numerically significant student subgroups

52059.5 Statewide system of support

52060-52077 Local control and accountability plan

64001 School plan for student achievement

UNITED STATES CODE, TITLE 20

Comprehensive and Targeted Support and Improvement

BP 0520.1(c)

Philosophy, Goals, Objectives and Comprehensive Plans

6311-6322 Improving basic programs for disadvantaged students, especially:

6311 State plans

6313 Eligibility of schools and school attendance areas; funding allocation

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Dashboard

CSI/TSI/ATSI Frequently Asked Questions

California ESSA Consolidated State Plan, 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments, 2016

WEB SITES

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

California School Dashboard: <http://www.caschooldashboard.org>

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

Policy Adopted: 1 B7/42

ORCUTT UNION SCHOOL DISTRICT
Orcutt, CA



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Where a Dedicated Staff Means
KIDS COME FIRST

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

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: Crisis Go Application

BACKGROUND: The Santa Barbara County school superintendents have been working together to identify resources and training that will allow for a more coordinated system of emergency and crisis response for school districts across the county. This has included working with emergency responders as well as finding effective tools for communication and response protocols. One of the resources that has been recommended through this work is an App called CrisisGo. This App will allow for a coordinated system for training and preparation for emergency situations, as well as crisis management, communication, and reunification.

The components of CrisisGo include the following:

- Prevent:** Stop emergencies before they can occur with a system for reporting risks, assessing student threats, and managing facility audits.
- Prepare:** Give everyone immediate, digital access to your emergency plans and practice your protocols via safety drills.
- Respond:** Notify everyone in harm's way with the ability to escalate the situation to first responders, if needed.
- Manage:** Access digital safety resources like maps and checklist all while getting the right information to the right people.
- Recover:** Keep track of your staff with digital rosters for accounting for your stakeholders and maintaining a clear line of communication.
- Integrate:** Connect all your existing and future safety systems to preserve safety investments and ensure seamless crisis response.

The attached quote lists both start-up and one-time costs, as well as ongoing annual costs to allow Orcutt Union School District to use the CrisisGo App at all district sites. Training on the use of the application will be phased in over the next year.

RECOMMENDATION: Staff recommends the purchase of the CrisisGo application.

FUNDING: Strategic Plan Fund



Orcutt Union Elementary - New Deal

Prepared on December 5, 2019 - #20191205-091752780

Orcutt Union Elementary

500 Dyer St.
Orcutt, CA 93455
United States

Debra Blow

Superintendent
dblow@orcutt-schools.net

Comments

Thank you for evaluating CrisisGo for your crisis preparation and response platform. Please review this information and contact me with any questions you have. We look forward to working with you.

Contract Start Date: 01/01/2020

Contract Term: 3 years

Billing Options (check one)

Bill annually (multiple invoices)

Pay full term (one invoice)

David Spicuzza - CrisisGo Inc.



Products & Services

<p>CrisisGo Full Suite Platform [Per Student Price - Santa Barbara Exclusive]</p> <p>EXCLUSIVE TO SANTA BARBARA COUNTY Per student subscription. Includes Alert/Fast Alert; Panic; 2-Way Messaging; Safety Awareness; Escalation; Check in; Checklists; Bully Reporting; Tip and Incident Reports; Roster; Reunification; Maps and Documents; Drill Management; Dashboard; Safe2SpeakUp (student app)</p>	<p>5100 x \$1.00 / year <i>for 1 year</i></p>
<p>[One-Time Implementation+Activation] CrisisGo Full Suite [Per Student]</p> <p>Implementation fee for first-time user work space set-up and activation</p>	<p>5100 x \$0.25</p>
<p>Roster [Implementation and Maintenance] (3-Year)</p>	<p>9 x \$150.00 / year <i>for 3 years</i></p>
<p>CrisisGo OpenAPI (3-Year)</p> <p>Per site pricing</p>	<p>9 x \$100.00 / year <i>for 3 years</i></p>
<p>Cabinet-Level Report (3-Year)</p> <p>Three year subscription. Per site pricing. Detailed report of all incidents by type, drill progress, and usage. Report drills down to individual building-level results.</p>	<p>9 x \$75.00 / year 100% discount \$0.00 / year <i>for 3 years</i></p>
<p>Automatic User Set-Up and Management</p> <p>Syncing with LDAP or Active Directory</p>	<p>1 x \$1,000.00 / year <i>for 3 years</i></p>
<p>Automatic User Set-Up and Management [Activation]</p> <p>Activation fee for existing client adding additional modules/products</p>	<p>1 x \$350.00</p>
<p>Training Webinar</p> <p>Recommend train-the-trainer 1-hour webinars (2 mandatory)</p>	<p>4 x \$250.00</p>

Recurring discount	\$675.00 / year
Recurring subtotal	\$8,350.00 / year
One-time subtotal	\$2,625.00
Total	\$10,975.00

This quote expires on March 4, 2020.

Purchase Terms

Quote is valid for 30 days from quote date (see above).

For the **Invoice**, please provide the following information:

Name of Billing Contact:

Email:

Phone:

If a **Purchase Order** will be used:

PO#:

PO Date:

Purchase Orders should be made out to CrisisGo. Click [here](#) for a copy of CrisisGo's W-9 form.

By signing I acknowledge that I have read and agree to the [CrisisGo Terms of Use](#).

Signature


Date

Printed name



BUSINESS SERVICES MEMORANDUM

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

FROM: Bill Young 
Assistant Superintendent, Business Services

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: 2018/19 Audit Report

BACKGROUND: Education Code 41020 requires public school districts to annually conduct an audit of the district's financial records and internal operating procedures. This is accomplished through a qualified independent auditor who is responsible for completing and submitting this report to the District and the County Superintendent of Schools by December 15th of each year.

Notes from the Independent Auditors' Report are as follows: "In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Orcutt Union School District, as of June 30, 2019." Additionally, there were no findings or audit adjustments.

RECOMMENDATION: Staff recommends that the Board of Trustees accept the audit report ending June 30, 2019.

FUNDING: N/A



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Debbie Blow, Superintendent

FROM: Bill Young
Assistant Superintendent, Business Services

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: Resolution No. 12, Commitment of the General Fund Balance

BACKGROUND: Board Policy 3100 allows the Board of Trustees to classify funds balances within five categories: 1.) Nonspendable, 2.) Restricted, 3.) Committed, 4.) Assigned, and 5.) Unassigned. The attached Resolution Recommends \$8,288,024.00 be designated as committed funds from the 2019-2020 General Fund ending balance. The committed fund balance classification includes amounts that can be used only for the specific purposes determined by the Board of Trustees. The committed fund balance cannot be used for any other purpose unless the Board of Trustees removes or changes the specified use by taking the same type of action (for example, resolution) it employed to previously commit those amounts.

RECOMMENDATION: Staff recommends that the Board of Trustees approves Resolution No. 12, Commitment of the General Fund Balance as presented.

FUNDING: N/A

ORCUTT UNION SCHOOL DISTRICT

Resolution No. 12

IN THE MATTER OF: COMMIT GENERAL FUND BALANCE, 2019-20 FIRST INTERIM BUDGET

The following RESOLUTION was duly passed by the Board of Trustees of the Orcutt Union School District, at a regular meeting held on the 11th of December 2019, by the following roll call vote:

Shaun Henderson	_____
Lisa Morinini	_____
Liz Phillips	_____
Mark Stellar	_____
Melanie Waffle	_____

Signed and approved by me after its passage:

Lisa Morinini, President

Attest:

Liz Phillips, Clerk

WHEREAS, school district governing boards are responsible for maintaining the fiscal solvency of the schools they govern;

WHEREAS, the Governing Board of the Orcutt Union School District has adopted budget criteria and standards as outlined in Board Policy 3100;

WHEREAS, the Governing Board of the Orcutt Union School District wishes to establish a committed fund balance in the general fund in conformance with the standards and criteria established by the state board of education pursuant to Education Code section 33127;

WHEREAS, the California Department of Education urges school districts to commit to maintaining a prudent level of financial resources to protect against the need to reduce services because of temporary revenue shortfalls or unpredicted expenditures;

WHEREAS, the California Department of Education and the Government Finance Officers Association recommend that school districts maintain committed, assigned, and unassigned reserves of at least two months of operating expenditures or approximately 17 percent reserve to mitigate revenue shortfalls and unanticipated expenditures;

WHEREAS, the Governing Board of the Orcutt Union School District wishes to commit funds in the general fund for emergency facility repairs, major textbook adoptions, unexpected costs, management of cash flow, mitigation of volatility in funding or expenditures, unexpected costs for special education students with highly specialized needs, a natural disaster that reduces student attendance and associated state funding, deferred maintenance, or a lawsuit that results in a costly judgment or settlement against the district;

WHEREAS, maintaining positive cash flow will diminish the need for borrowing and its associated costs;

WHEREAS, California's tax system relies heavily on income taxes paid by individuals and businesses, which are volatile revenue sources;

WHEREAS, certain district expenditures such as pension costs can be difficult to predict precisely and are anticipated to increase in costs;

WHEREAS, healthy reserves can address these cost increases rather than immediately reducing spending, staffing, and other areas of the budget;

WHEREAS, the district can experience unexpected costs for special education students with highly specialized needs, emergency facility repairs, natural disasters that reduce school attendance, and associated school funding for lawsuits that result in costly settlements or judgments against the district;

WHEREAS, the district is in need of replacing textbooks and related curriculum, computers, school buses and equipment and facility components that have reached the end of their useful lives such as flooring, or heating and cooling systems;

WHEREAS, the district may need to finance the construction of school buildings and other capital projects and cannot rely completely on bond measures or state funding;

WHEREAS, in the event that the school district needs to borrow money, healthy reserves will provide the district with a higher rating from the credit rating agencies and lower interest rates;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. It is hereby determined that the amount of \$8,288,024 is hereby committed from the 2019-2020 General Fund ending balance for the following purposes:
 1. Stabilization Arrangements: \$ 3,788,024
 - a. Stabilization arrangements that plans for:
 - i. State Budget Revenue Adjustments
 - ii. Declining Enrollment Trends
 - iii. Increasing Employee Pension Costs
 - iv. Increasing Special Education Costs
 2. Other Commitments: \$ 4,500,000
 - a. Reserve for Textbook Adoption(s) - \$ 1,000,000
 - b. Technology Plan - \$ 1,000,000
 - c. Strategic Plan - \$ 2,500,000
2. The governing board of the school district, reserves the right to modify these committed funds in the future as the need arises through a similar resolution.



BUSINESS SERVICES MEMORANDUM

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

FROM: Bill Young, Assistant Superintendent, Business Services
Sandy Knight, Director, Fiscal Services

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: First Interim Report, 2019-20

BACKGROUND: The First Interim Report is predicated upon the State's adopted budget which was signed by the Governor June 2019 along with the majority of the accompanying trailer bills.

We use the California School Services dashboard assumptions along with the FCMAT LCFF Calculator and local enrollment factors (down an additional 32 students from Budget Adoption, which in total, we are down 92 students from last year), as starting points for current and future year's fiscal assumptions. The multi-year budget projections maintain a state required minimum 3% reserve for Economic Uncertainties, while meeting all other fiscal obligations of our District.

Please refer to the budget narrative for more detailed information.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the First Interim Report with a Positive Certification for 2019-20.

FUNDING: All Funds



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Deborah Blow, Ed.D

FROM: Bill Young
Assistant Superintendent, Business Services

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: Accounting of Developer Fees for the 2018-19 Fiscal Year (Annual Report) and Five-Year Developer Fee Report

BACKGROUND: School districts collecting developer fees are required to make available to the public information on the status of developer fee collections and expenditures and to make periodic findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted, in accordance with Sections 66006(b) and 66001(d) of the Government Code.

Developer fees are to be used for growth related construction, equipment, modernization, and to provide equitable facilities among all Orcutt schools. These funds are audited annually and are part of the annual financial report presented to the Board of Trustees. Orcutt Union School District has combined its annual and five-year developer fee reporting obligation into a single report, attached for your review.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the attached Annual and Five-Year Developer Fee Report as submitted.

FUNDING: N/A



BUSINESS SERVICES MEMORANDUM

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

FROM: Bill Young
Assistant Superintendent, Business Services

BOARD MEETING DATE: December 11, 2019

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

BACKGROUND: The lease has been drafted by our legal counsel and takes into consideration all the elements shared in previous board meetings, such as the term (99 years), the construction rent, and escalating base rent over the term. Regarding the District Use of Common Areas of Development, the Parties acknowledge that the Development is a unique opportunity to blend a senior living community with intergenerational programs that will benefit the residents of the Development as well as District students and their families. To that end, the Parties will work together, within six (6) months following the issuance of a Certificate of Occupancy for the Development, to develop a schedule for District-sponsored programs utilizing non-residential, common areas of the Development.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Long Term Ground Lease between the Orcutt Union School District and TAIT CP, LLC.

FUNDING: N/A

**GROUND LEASE AND DEVELOPMENT AGREEMENT
BY AND BETWEEN THE ORCUTT UNION SCHOOL DISTRICT
AND TAIT CP, LLC**

THIS GROUND LEASE AND DEVELOPMENT AGREEMENT ("Lease") is entered into as of this 4th day of December, 2019, by and between the Orcutt Union School District, a California public school district ("District"), and Tait CP, LLC ("Lessee"). District and Lessee may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

- A. **WHEREAS**, District is the owner of approximately 9.53 acres of real property, commonly referred to as a portion of Key Site 17, in the Township of Orcutt, California, in the County of Santa Barbara, Assessor's Parcel Numbers 105-134-004, 105-134-005, 105-330-005, 105-330-006, which is further described in **Exhibit "A"** attached hereto, and which consists of vacant, and underdeveloped land adjacent to District facilities ("Property"); and
- B. **WHEREAS**, the District conducted an asset management plan in 2006 to determine, among other things, how best to utilize the District's undeveloped or underutilized properties, and after which the District convened a 7-11 committee which determined that the most economically beneficial use of the Property was a long-term ground lease; and
- C. **WHEREAS**, the District determined that a viable use of the Property was for a senior housing development, and, after several years of engagement by the District with the County of Santa Barbara, the County of Santa Barbara rezoned the property and revised the Orcutt Community Plan to accommodate such a use; and
- D. **WHEREAS**, the District obtained a waiver from the California Department of Education to forego certain requirements for the disposition of surplus property to instead solicit proposals for the negotiation of lease and development of the Property for the purpose of developing a senior housing development, after which the District solicited proposals for a long-term ground lease and development of the Property for said use from qualified firms; and
- E. **WHEREAS**, a proposal for the Development of District Property for Senior Housing Development was submitted by TAIT & Associates, Inc., as Developer, and Calson Management, LLC, as Operator, of the Senior Housing Development (the "Proposal"), which was selected as the most satisfactory proposal submitted to the District; and
- F. **WHEREAS**, Calson Management, LLC is wholly owned by Jason Reyes, and Jason Reyes is also the sole owner of Chronograph Properties, LLC, which is a special purpose entity formed for the purpose of property development; and
- G. **WHEREAS**, the principals of TAIT & Associates, Inc., Richard Tait and Thomas F. Tait, and the Managing Director of TAIT and Associates, Inc., Trevor Tait, have formed a special purpose entity known as Tait Orcutt, LLC, for the sole purpose of leading the development of the Property for senior housing in TAIT & Associates, Inc.'s role as outlined in the Proposal; and

- H. **WHEREAS**, Tait Orcutt, LLC and Chronograph Properties, LLC have formed a special purpose entity known as Tait CP, LLC for the sole purpose of developing the Property for senior housing in accordance with the Proposal submitted by the members of Tait CP, LLC; and
- I. **WHEREAS**, the District's Board is authorized to enter into this Lease with Tait CP, LLC as Lessee pursuant to Education Code section 17456, *et seq.*

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

AGREEMENT

1. Term of Lease; Extension Options.

- 1.1. Term. The term of this Lease ("Term") shall be for a period commencing on December 11, 2019 ("Commencement Date") and ending on the 99th Anniversary of the Certificate of Occupancy Date, or on such earlier date upon which this Lease may be terminated as hereinafter provided ("Term").

2. Construction Period Ground Rent.

- 2.1. Ground Rent. The Construction Period rent payments shall become due and payable upon commencement of the Construction Period. For purposes of this Lease, the "Construction Period" shall commence upon the earlier occurrence of either the date of issuance of the necessary grading permits for the Development, as defined in Section 4.1 below or the 14 month anniversary of the Commencement Date, subject to extension for force majeure delays as described hereinafter in this Lease.
- 2.1.1. Entitlement and Construction Permit Process Updates. Lessee shall, on a monthly basis, provide District with updates on the status of its efforts to obtain all entitlements necessary to start construction of the Development.
- 2.2. Construction Period Rent shall be made monthly in accordance with the Construction Period Ground Rent Payment Schedule outlined in **Exhibit "E"** attached hereto and incorporated herein by reference. If the Construction Period extends beyond twenty-four (24) months, the monthly Construction Period Rent due will be equal to the month Twenty-Four (24) Rent amount established in **Exhibit "E."**
- 2.3. Upon issuance of the Certificate of Occupancy for the Development, lessee shall pay District, without offset or deduction and without notice of demand, annually the sum of Two Hundred Eighty Thousand Dollars (\$280,000) ("Annual Rent"). Lessee shall pay promptly to District the monthly Rent on the first (1st) day of each month in advance during the Term of this Lease. The Construction Period Rent and the Annual Rent shall be paid by electronic funds transfer and the Parties agree to exchange necessary information prior to the date Rent is first due after the Commencement Date to enable the transfer of funds.
- 2.4. Escalation. Upon issuance of the Certificate of Occupancy for the Development, the

Annual Rent and corresponding monthly installments due under this Lease shall increase one-percent (1%) annually.

3. Possession.

- 3.1. Lessee acknowledges that it has inspected the Property and accepts the Property in its existing condition, "AS IS", without any express or implied warranties from District, except as those provided herein, and subject to all defects and conditions, whether patent or latent, and subject further to all legal requirements including, but not limited to, taxes, assessments, zoning, use permit requirements and building codes, save and except for any Hazardous Materials (defined below) conditions affecting the Property prior to Lessee's occupancy date of the Original Lease, other than Hazardous Materials Handled (defined below) by Lessee or Lessee's Representatives (defined below). Lessee takes possession of the Property based solely on Lessee's own inspection, analysis, and evaluation and not in reliance on any information provided by or on behalf of District. District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Property.
- 3.2. The Parties further acknowledge that neither District nor District's agents have made any representation or warranty as to the suitability of the Property for Lessee's use, except in so far as the District has represented that the County of Santa Barbara has zoned the property for a senior housing development and revised the Orcutt Community Plan to accommodate such a use. Any agreements, warranties, or representations not expressly contained in this Lease shall in no way bind the District or Lessee, and District and Lessee hereby expressly waive all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Lease.
- 3.3. The District makes the following representations and warranties to Lessee. These representations are made based on the District's knowledge and those facts known to the District at the time of the execution of this Lease.
 - 3.3.1. The District has no knowledge of any written notice that the Property is in violation of any applicable laws;
 - 3.3.2. The District has no knowledge of any pending or threatened condemnation proceedings, governmental investigations, or any other litigation that affects the Property; and
 - 3.3.3. The District has no knowledge any written notice of the presences of any hazardous material on, in, under, or adjacent to the Property except for permitted hazardous materials used in conjunction with District operations or as otherwise disclosed.

4. Use.

- 4.1. The purpose of this Lease is for Lessee to develop, construct, operate, and maintain for the Term of the Lease, or any Extended Term thereafter, a senior housing development as described in **Exhibit "B"** (the "Development"). Lessee may use the Property for the

development, construction, operation and maintenance of the Development described in Section 7 herein below entitled "Construction and Installation of Improvements." Lessee shall not use the Property for any use other than that specified in this Section and described in **Exhibit "B,"** without the prior written consent of the District, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event Lessee requests District's consent to use the Property for purposes other than for the Development, the Rent due hereinunder shall be re-evaluated by the mutual agreement of the Parties. In no event, however, shall the rent amount be lowered due to Lessee's desire to use the Property for a different purpose.

- 4.2. The District recognizes that the operation of the Development might require the Lessee to provide different uses of the Property supplementary or related to the primary use as a senior housing development. Lessee shall not permit any use of the Property not reasonably related to the operation of the Development as a senior housing development and shall only permit those uses of the Property that a reasonable senior housing development would provide under the same or similar circumstances.
- 4.3. Lessee shall not permit a use of the Property that shall interfere or harm adjacent District facilities, or persons thereon.
- 4.4. Lessee agrees to maintain the Property and to develop, construct and operate the Development in a manner that meets all federal, state and local regulations relating to the Property and to the operation of the Development, and to comply with all federal, state and local laws, regulations and ordinances, now or hereafter enacted concerning the Property, the use of the Property, and/or the Development.
- 4.5. The execution of this Lease shall be subject to, and contingent upon, the Lessee obtaining any and all permits or approvals which may be required in order for the Lessee to develop, construct, and operate the Development on the Property, including, but not limited to a conditional use permit from the County of Santa Barbara. In the event that Lessee is not granted a conditional use permit from the County of Santa Barbara, Lessee shall have the right to terminate this Lease, upon thirty (30) days' notice to District.
- 4.6. Lessee shall not use or permit the Property to be used in whole or in part during the Term, or any Extended Term, of this Lease for any purpose or use in violation of the laws or ordinances applicable thereto. Lessee shall indemnify, defend, and hold District harmless against any loss, expense, damage, attorneys' fees or liability arising out of failure of Lessee to comply with any applicable law, regulation, rule, or ordinance. Lessee shall not commit or suffer to be committed, any waste upon the Property, or allow any sale by auction upon the Property, or allow the Property to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Property. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Property except in trash containers designated for that purpose.
- 4.7. If required, Lessee and all subtenants shall obtain a use permit(s) from the County of Santa Barbara for Lessee's use throughout the Term of this Lease. Lessee shall require all subtenants, licensees, and invitees, to use the Property only in conformance with the

permitted use and with applicable governmental laws, regulations, rules, and ordinances.

- 4.8. Lessee represents that it has or will obtain, at its sole expense, all the necessary licenses required to develop, construct, operate, and maintain the Development for the Term, or any Extended Term, of this Lease, the evidence of which shall be provided to the District at the District's request. Lessee shall be solely responsible for the financing, development, construction, operation, and maintenance of the Development at its sole expense, including the hiring of all employees once the development has been fully entitled and constructed. Lessee shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with Lessee's activities on the Property.

5. Compliance with All Laws.

- 5.1. Lessee shall at Lessee's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Property, Development, or Improvements, as defined in Section 7 herein below, and Lessee's use thereof, and shall faithfully observe in Lessee's use of the Property or Improvements all laws, regulations and ordinances of these authorities, in force either now or in the future, including, without limitation, all applicable federal, state, and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission, and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations in Lessee's use of the Property or Development), and all District policies, rules, and regulations.
- 5.2. Lessee shall comply with all applicable federal, state, and local laws, regulations and ordinances pertaining to the Development. Lessee shall indemnify, defend, and hold District harmless against any loss, expense, damage, attorneys' fees or liability arising out of failure of Lessee to comply with any applicable law, regulation, rule, or ordinance pertaining to Lessee's operation and or maintenance of the Development.
- 5.3. The judgment of a court of competent jurisdiction, or Lessee's admission in an action or a proceeding against Lessee, whether District be a party to it or not, that Lessee has violated any law or regulation or ordinance in Lessee's use of the Property or Improvements shall be considered conclusive evidence of that fact as between District and Lessee. If Lessee fails to comply with any law, regulation, or ordinance, District reserves the right to take necessary remedial measures at Lessee's expense, for which Lessee agrees to reimburse District on demand.

6. Utilities and Assessments.

- 6.1. Lessee, at its sole cost and expense, shall obtain and pay all costs associated with the provision of all electricity, gas, potable water, fire suppression water, sewer, waste water services, telecommunication services, and other utilities needed to construct, maintain, and operate the Development, Improvements and the Property during the Term (collectively "Utilities").

- 6.2. Lessee shall be responsible for the payment when and as due of all real property taxes and assessments assessed against the Property or Lessee's possessory interest therein. District may at any time, in its discretion, pay taxes, assessments, and other charges that Lessee fails to pay when and as due, including, in District's discretion, any fees, penalties, and charges assessed by reason of Lessee's failure to make timely payment. In this event, Lessee shall reimburse District within five (5) business days upon written request for reimbursement. **DISTRICT HEREBY GIVES LESSEE NOTICE, AND LESSEE ACKNOWLEDGES RECEIPT OF NOTICE, AS REQUIRED PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE SECTION 107.6, THAT THE LEASEHOLD INTEREST CREATED BY THIS LEASE MAY RESULT IN A POSSESSORY INTEREST TAX BEING LEVIED AGAINST THE PROPERTY AND/OR LESSEE'S LEASEHOLD INTEREST, AND THAT LESSEE SHALL BE OBLIGATED TO PAY THE TAX.**
- 6.3. Lessee shall indemnify and hold District, the Property, Development, the Improvements, and any improvements already constructed or placed on the Property free and harmless from any liability, loss, or damage resulting from any taxes, assessments, or other charges required by this Lease to be paid by Lessee and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any taxes, assessments, or other charges.
7. **Construction and Installation of Improvements.** Lessee shall construct or cause to be performed all construction related to the Development ("Work") required to complete the Development pursuant to and as set forth in **Exhibit "B"** ("Improvements"), and will commence construction of the Improvements as set forth in the construction schedule set forth in **Exhibit "C,"** subject to extension for force majeure delays as described hereinafter in this Lease.
8. **Title to and Removal of Lessee's Additional Improvements / Property; Equipment Requirements.**
- 8.1. During the Term, all improvements, including but not limited to the Work of Improvements and the Additional Improvements as defined herein, shall be owned by Lessee. In addition to the Improvements identified in **Exhibit "B"** and the provisions applicable thereto, Lessee may, at its sole cost and expense, construct or cause to be constructed on the Property those additional improvements which Lessee deems necessary to the operation of the Development provided such additional improvements are subject to local site, zoning, and design review and other required approvals ("Lessee's Additional Improvements").
- 8.2. In regard to Lessee's Additional Improvements constructed on the Property consistent with the provisions of this Lease, any such improvement must comply with applicable federal, state, and local laws, including, but not limited to that of the County of Santa Barbara, which includes the Orcutt Community Plan. Lessee shall also, prior to construction of any of Lessee's Additional Improvements, obtain written approval from District for Lessee's Additional Improvements and their related costs, to the extent such approval is required by law. Said approval or disapproval must be expressly made by District in writing and shall not be unreasonably withheld. Lessee shall not proceed with any construction of Lessee's Additional Improvements until Lessee has obtained District's, to the extent required under the provisions of this paragraph. District and Lessee

recognize that approvals may be completed in phases, such that Lessee may initially request conceptual approval and, if approved by District, then proceed to draw the plans and specifications. If such approval is required by law, District will respond to Lessee with its approval or disapproval within fifteen (15) days after District acknowledges receipt of a written request with architectural plans and drawings from Lessee. District's approval shall not be unreasonably withheld or delayed. As a condition of its approval, District may require that Lessee agree to remove certain improvements and restore the Property to its original condition upon expiration or earlier termination of this Lease and/or provide District with adequate security for removal of improvements.

- 8.3. Not less than fifteen (15) days prior to the construction, renovation or demolition of any of Lessee's Additional Improvements on the Property, Lessee shall provide District with information regarding the contractor's financial condition and evidence to District's reasonable satisfaction that adequate funds to complete Lessee's Additional Improvements are committed and available or that completion has been otherwise adequately assured. Such assurances may include, in District's reasonable discretion, a completion guarantee. No construction shall commence until District has given Lessee written acceptance of such assurances, which acceptance shall not be unreasonably withheld.
- 8.4. Lessee shall give District fifteen (15) days prior written notice before commencing any of Lessee's Additional Improvements so that District may provide and Lessee shall post such notices of non-responsibility with respect thereto as District may deem appropriate.
- 8.5. Not less than fifteen (15) days prior to the construction, renovation or demolition of any of Lessee's Additional Improvements on the Property, Lessee shall provide District with sufficient evidence that it has obtained all required approvals and permits for the work and that Lessee or Lessee's contractor(s) has in effect, with premiums paid, adequate casualty and liability insurance (including builder's risk) coverage and workers compensation that is satisfactory to District in its sole discretion.
- 8.6. Upon commencement of construction of any of Lessee's Additional Improvements, Lessee shall cause the work to be diligently pursued to completion in accordance with the schedule for completion reasonably approved by District, subject to force majeure delays.
- 8.7. All work of Lessee's Additional Improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws and building codes, in conformance with the plans and specifications approved by District and DSA, if applicable, or any modifications thereto which have been approved in writing by District. If an improvement project requires the use of DSA-approved Inspector services, Lessee shall procure and pay for or reimburse District for the costs related to said services.
- 8.8. District or District's agent shall have a continuing right at all times during the period that Lessee's Additional Improvements are being constructed on the Property to enter the Property and to inspect the work provided that such entries and inspections do not unreasonably interfere with the progress of the construction. Lessee shall require its contractors who construct Lessee's Additional Improvements on the Property to reasonably cooperate with District and its agent in such inspections.

- 8.9. Within ninety (90) days after completion of construction of any work of Lessee's Additional Improvements on the Property, Lessee shall deliver to District two (2) full and complete sets of as-built plans for the work so completed in original pdf format.
- 8.10. Upon completion of Lessee's Additional Improvements requiring DSA approval, Lessee shall ensure diligent and timely certification by the DSA and deliver such certifications to District upon receipt thereof.
- 8.11. Upon the expiration or sooner termination of the Lease, Lessee shall, upon written demand by District, at Lessee's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Lessee, designated by District in writing at the time of approval to be removed, and Lessee shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Property caused by such removal.
- 8.12. For purposes of all terms and obligations of this Lease, with the exception of Section 7 herein entitled "Construction and Installation of Improvements," Lessee's Additional Improvements shall be included within the term "Improvements" when referenced in this Lease.

9. Maintenance and Repairs.

- 9.1. Maintenance by Lessee. At all times during the Term, Lessee shall, at Lessee's own cost and expense, keep and maintain the Property (including, without limitation, all structural, non-structural, interior, exterior, landscaped areas, systems, equipment, facilities, driveways, parking lots, fences, and signs) in good order, condition and repair. Lessee's maintenance obligations shall include restorations, replacements, and renewals when necessary to keep the Property, the Development and all Improvements thereon in good order, condition, and repair. In keeping the Property and Improvements in good order, condition and repair, Lessee shall exercise and perform industry standard practices for high quality maintenance.
- 9.2. Requirements of Governmental Agencies. At all times during the Term, Lessee shall, at Lessee's own cost and expense, do the following:
 - 9.2.1. Make all alterations, additions, or repairs to the Property, Development and Improvements required by any law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, county, local, or other governmental agency or entity;
 - 9.2.2. Observe and comply with all laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Property, Development and Improvements by any federal, county, local, or other governmental agency or entity; and
 - 9.2.3. Indemnify, defend, and hold District and the property of District, including the Property, Development and Improvements, free and harmless from any and all

liabilities, losses, damages, fines, penalties, claims, and actions resulting from Lessee's failure to comply with the requirements of this Section.

- 9.3. Lessee's Duty to Restore Property and Improvements. Subject to the provisions of Section 13.2 herein, should, at any time during the Term, the Property, Development and Improvements be destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of District, Lessee, at Lessee's own cost and expense, shall repair and restore the damaged or destroyed Property and Improvements according to the original final plans and specifications therefore or according to any modified plans and specifications that provide for improvements consistent in terms of size, design, and quality with the original Property and Improvements.
- 9.3.1. If the work of repair and restoration does not require the issuance of any building permit or other permit from governmental authorities or the preparation of plans, then the work shall be commenced by Lessee within sixty (60) days after the damage or destruction occurs and shall be completed as soon as reasonably possible and as set forth in a construction schedule reasonably approved by the District for such restoration work.
- 9.3.2. If the work of repair and restoration requires the issuance of any building permit or other permit from governmental authorities or the preparation of plans, then the work shall commence within ninety (90) days after the last to occur of obtaining of the necessary permit or permits or the preparation of plans and shall be completed as soon as reasonably possible and as set forth in a construction schedule reasonably approved by District for such restoration work.
- 9.3.3. The Parties agree that events or conditions may preclude in some instances the immediate making of permanent repairs. The Parties agree that in those instances Lessee shall make interim repairs that will protect the Improvements from further deterioration and permit the continued use of the Property to the extent possible for the purposes for which they were constructed. In all other respects, the work of repair and restoration shall be done in accordance with the requirements for the original Work set forth herein.
- 9.4. Application of Insurance Proceeds. Any and all fire or other insurance proceeds that become payable at any time during the Term, or any Extended Term, because of damage to or destruction of any the Development or Improvements shall be paid to Mortgagee (as hereinafter defined), where a Mortgagee exists, and otherwise to District. Where Mortgagee receives such proceeds, Mortgagee shall disburse such proceeds, in accordance with conditions set forth in the Loan Documents (as hereinafter defined), to repair or rebuild the damaged or destroyed Improvements on the Property unless: (a) Lessee is in default under the Loan Documents at such time beyond any applicable notice or cure periods, (b) this Lease has been terminated or will be terminated due to the casualty in accordance with the terms of this Lease, or (c) Mortgagee reasonably determines that even if the insurance proceeds were to be used for repair or rebuilding the damaged or destroyed Improvements, the value of its security interest will be materially impaired from its value immediately prior to the damage or destruction. Where District receives any said proceeds, said proceeds shall be used toward the repair,

restoration, and replacement of the damaged or destroyed Development or Improvements in the manner required herein; provided, however, that any fire or other insurance proceeds remaining after the repair, restoration, reconstruction, and/or replacement of the damaged or destroyed Development or Improvements has been completed to the reasonable satisfaction of District (the "Remaining Insurance Proceeds") shall belong to and be the sole property of Lessee.

- 9.5. District's Right of Entry. District and District's agents shall have the right to enter at reasonable hours after prior notice of the time and place of entry into and upon any portions of the Property as necessary for the purpose of ascertaining that the Development and/or Improvements are kept and maintained in good condition and repair as provided for in this Section and that the terms of this Lease are observed.

10. Hazardous Materials; Compliance with Laws; Inspection.

10.1. Definitions.

10.1.1. "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 *et seq.* (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et. seq.* (42 U.S.C. 6903), (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.* (42 U.S.C. 9601), or (iv) otherwise toxic, explosive, corrosive, flammable, infectious, mutagenic, radioactive, carcinogenic, a pollutant or a contaminant, including gasoline, diesel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon and urea formaldehyde foam insulation.

10.1.2. "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material, including common law tort principles (such as public and private nuisance and strict liability for conducting abnormally dangerous activities).

10.1.3. "Handle," "Handled" or "Handling" shall mean any installation, handling, generation, storing, treatment, use, disposal, discharge, release, manufacture, refinement, emission, abatement, removal, transportation, presence or migration of any Hazardous Materials brought on the Property by Lessee or Lessee's Representatives, or any other activity by Lessee or Lessee's Representatives of any type in connection with or involving Hazardous Materials.

10.1.4. "Lessee's Representatives" shall mean Lessee's officers, employees, contractors, representatives, assignees, sublessees, licensees, agents, invitees, and any trespassers on the Property during the Term.

10.2. Indemnification by Lessee. In addition to, and not in derogation of any other indemnification contained in this Lease, Lessee agrees to indemnify, defend, and hold harmless District, its respective agents, representatives, officers, consultants, employees, trustees, and volunteers from all costs, expenses, damages, liabilities, claims, suits, and actions of any kind, fines, penalties, interest, judgments, and losses of any kind arising from or in any way related to Lessee's or Lessee's Representatives' Handling of Hazardous Materials during the Term and any Extended Term, or failure to comply in full with this Section, including, but not limited to, consequential damages, damages for personal or bodily injury, property damage, damage to natural resources occurring on or off the Property, encumbrances, liens, costs and expenses of investigations, monitoring, clean up, removal or remediation of Hazardous Materials, defense costs of any claims (whether or not the claim is ultimately defeated), good faith settlements, attorneys' and consultants' fees and costs, and losses attributable to the diminution of value, loss or use or adverse effects on marketability or use of any portion of the Property, whether or not the Environmental Losses are contingent or otherwise, matured or unmatured, foreseeable or unforeseeable. If District is ever made a party to any action or proceeding by reason of a matter for which Lessee is obligated to indemnify District, then Lessee, upon notice from District, shall, at District's option, either defend that action or proceeding on behalf of District at Lessee's expense with counsel satisfactory to District or reimburse District for all defense costs District actually incurs in defending against the action or proceeding, whether or not the action or proceeding is ultimately defeated. This indemnity is intended by the Parties to be as broad and comprehensive as possible under law and shall apply regardless of the fault (including active or passive negligence) of either Lessee or District.

10.3. District's Consent to Handling of Hazardous Materials. Except for those Hazardous Materials normally and customarily used in the development, construction and operation of the Development or that are used, stored, transported and disposed of in accordance with all applicable laws, Lessee and Lessee's Representatives shall not Handle any Hazardous Materials at or about the Property without District's prior written consent, which consent may be granted, denied, or conditioned upon compliance with District's requirements, all in District's absolute discretion.

10.4. Delivery of Certain Documents to District. Concurrently with the execution of this Lease, and again prior to the commencement of any Extended Term, and in any event upon request by District, Lessee shall deliver to District copies of all permits, authorizations, plans and reports, and supporting documentation therefor, including any Hazardous Materials Management Plan, which are required by law or by any governmental authority with respect to Lessee's use or proposed use of the Property to the extent involving any Handling of Hazardous Materials. The provisions of this Section shall apply to all Hazardous Materials Handled by Lessee or Lessee's Representatives, whether or not District has given Lessee its consent to Handle the Hazardous Materials. Lessee's and Lessee's Representatives' Handling of all Hazardous Materials shall comply at all times with all Environmental Requirements and Lessee shall, at its own expense, promptly take

all actions required by any governmental authority in connection with Lessee's or Lessee's Representatives Handling of Hazardous Materials at or about the Property. Lessee shall keep District fully and promptly informed of all Handling of Hazardous Materials on the Property, including notifying District as soon as possible after any spill, release, discharge, or emission.

- 10.5. Additional Delivery Requirements. Lessee shall deliver to District prior to delivery to, or promptly after receipt from, any governmental authority or other person or entity copies of all permits, manifests, closure or remedial action plans, notices, investigations, inquiries, claims, citations, summons, complaints, writs, orders and all other communications or documents relating to (i) the Handling of Hazardous Materials at or about the Property, (ii) the actual, alleged or threatened violation of Environmental Requirements or (iii) the liability of Lessee for Environmental Losses. Any communications, written or oral, regarding any release, discharge, emission or any other occurrence posing an imminent threat of damage or contamination to the Property or the environment shall be delivered or, if oral, communicated, to District within twenty-four (24) hours after receipt. All other communications shall be delivered to District within ten (10) days after receipt. District shall have no obligation to review or evaluate any such communication and shall not be deemed to have approved, consented to or participated in any act or omission described or required by the communication.
- 10.6. Compliance Program. If and to the extent Lessee commences the use of Hazardous Materials on the Property (other than cleaning solvents and other Hazardous Materials customarily used by schools, in reasonable quantities and in full compliance with applicable laws), Lessee shall maintain, at its own expense, a written program to ensure and monitor Lessee's continued compliance with this Section and all Environmental Requirements. At District's request, Lessee shall provide District with a copy of its program, including monitoring results; provided, however, that Lessee acknowledges that the program will be supplied to District solely for informational purposes, and that District shall have no obligation to review the information provided, shall not be deemed to have approved or consented to any matter set forth therein, and shall have no liability for any deficiencies therein. District agrees not to disclose to any third parties the contents of any written program provided by Lessee, unless Lessee consents to the disclosure; provided, however, District may disclose the information on a confidential basis to its attorneys, property managers or its other agents, or as required in connection with the procurement of insurance or financing, or as required by law.
- 10.7. Indemnification by Lessee. In addition to, and not in derogation of any other indemnification contained in this Lease, Lessee agrees to indemnify, defend, and hold harmless District, its respective agents, representatives, officers, consultants, employees, trustees, and volunteers from all costs, expenses, damages, liabilities, claims, suits, and actions of any kind, fines, penalties, interest, judgments, and losses of any kind arising from or in any way related to Lessee's or Lessee's Representatives' Handling of Hazardous Materials during the Term and any Extended Term, or failure to comply in full with this Section, including, but not limited to, consequential damages, damages for personal or bodily injury, property damage, damage to natural resources occurring on or off the Property, encumbrances, liens, costs and expenses of investigations, monitoring, clean up, removal or remediation of Hazardous Materials, defense costs of any claims (whether

or not the claim is ultimately defeated), good faith settlements, attorneys' and consultants' fees and costs, and losses attributable to the diminution of value, loss or use or adverse effects on marketability or use of any portion of the Property, whether or not the Environmental Losses are contingent or otherwise, matured or unmatured, foreseeable or unforeseeable. If District is ever made a party to any action or proceeding by reason of a matter for which Lessee is obligated to indemnify District, then Lessee, upon notice from District, shall, at District's option, either defend that action or proceeding on behalf of District at Lessee's expense with counsel satisfactory to District or reimburse District for all defense costs District actually incurs in defending against the action or proceeding, whether or not the action or proceeding is ultimately defeated. This indemnity is intended by the Parties to be as broad and comprehensive as possible under law and shall apply regardless of the fault (including active or passive negligence) of either Lessee or District.

10.8. Indemnification by District. In addition to, and not in derogation of any other indemnification contained in this Lease, District agrees to indemnify, defend, and hold harmless Lessee, its respective agents, representatives, officers, consultants, employees, trustees, and volunteers from all costs, expenses, damages, liabilities, claims, suits, and actions of any kind, fines, penalties, interest, judgments, and losses of any kind arising from or in any way related to Hazardous Materials affecting the Property to the extent they were not caused by Lessee's or Lessee's Representatives' Handling of Hazardous Materials during the Term and Extended Term, or failure to comply in full with Lessee's obligations under this Section, including, but not limited to, consequential damages, damages for personal or bodily injury, property damage, damage to natural resources occurring on or off the Property, encumbrances, liens, costs and expenses of investigations, monitoring, clean up, removal or remediation of Hazardous Materials, defense costs of any claims (whether or not the claim is ultimately defeated), good faith settlements, attorneys' and consultants' fees and costs, and losses attributable to the diminution of value, loss or use or adverse effects on marketability or use of any portion of the Property, whether or not the Environmental Losses are contingent or otherwise, matured or unmatured, foreseeable or unforeseeable. If Lessee is ever made a party to any action or proceeding by reason of a matter for which District is obligated to indemnify Lessee, then District, upon notice from Lessee, shall, at Lessee's option, either defend that action or proceeding on behalf of Lessee at District's expense with counsel satisfactory to Lessee or reimburse Lessee for all defense costs Lessee actually incurs in defending against the action or proceeding, whether or not the action or proceeding is ultimately defeated. This indemnity is intended by the Parties to be as broad and comprehensive as possible under law and shall apply regardless of the fault (including active or passive negligence) of either Lessee or District.

10.9. Lease Closure. Prior to the expiration or termination of this Lease, Lessee shall, at its sole expense, promptly remove from the Property, using the then best available technology, all Hazardous Materials Handled by Lessee or Lessee's Representatives during the Term ("Lease Closure"), notwithstanding any lesser standard of removal or remediation which might be allowable under applicable law or governmental policies, and perform or cause to be performed all actions necessary, as determined by District in its reasonable business judgment, to ensure that Lease Closure has been completed, including inspection, testing and post-Lease Closure monitoring. Lessee, at its sole expense, shall repair any damage

caused by the work and unless otherwise requested by District, shall close, at the completion of all testing and monitoring, in accordance with applicable law, any and all monitoring and extraction wells and boreholes installed as a result of or in connection with Lessee's occupancy of the Property or otherwise installed by Lessee, or at Lessee's direction. All consultants or contractors performing work on behalf of Lessee pursuant to this Section shall be qualified and licensed to undertake the applicable work. All work required to be performed under this Section, and Lessee's and Lessee's Representatives' Handling of all Hazardous Materials, shall be performed in a good, safe and workmanlike manner and in a manner that will not interfere with the use, operation, leasing or sale of the Property.

- 10.10. Lessee's Representatives. Lessee shall be responsible and liable for the compliance with all of the provisions of this Section by Lessee's Representatives.
- 10.11. Discharge of Liens. Lessee shall discharge and remove at its own expense, by bond or otherwise, all liens or charges of any kind filed or recorded against the Property in connection with Lessee's or Lessee's Representatives' Handling of Hazardous Materials, within ten (10) business days after the filing or recording of any lien or charge, and if Lessee fails to do so, District shall have the right, but not the obligation, to remove the lien or charge at Lessee's expense in any manner District deems expedient.
- 10.12. District's Rights. District and its representatives and consultants shall have the right, but not the obligation, to enter the Property at any reasonable time upon twenty-four (24) hours' prior notice (except in the case of an emergency) (i) to confirm Lessee's compliance with the provisions of this Section, including the right to physically investigate the condition of the Property and review all permits, reports, plans, and other documents regarding the Handling of Hazardous Materials, and (ii) to perform Lessee's obligations under this Section if Lessee has failed to timely do so. Lessee shall pay the costs of District's consultants' fees and all other costs incurred by District pursuant to clause (i) above if the investigation is undertaken because Lessee has failed to provide full and complete information regarding any release, discharge, or other Handling of Hazardous Materials and shall pay, in any case, all costs incurred pursuant to clause (ii) above.
- 10.13. Environmental Audit. District shall have the right, but not the obligation, to require, annually during the Term, any Extended Term, and again within five (5) business days after the termination or expiration of the Term, that a detailed review ("Environmental Audit") be undertaken to determine whether the Property and Lessee and Lessee's Representatives' Handling of all Hazardous Materials comply with this Section. Lessee shall pay all costs incurred in connection with any Environmental Audit required by District, including without limitation, the costs and expenses of all consultants and sampling and analysis, in the event that as a result of the Environmental Audit, it is determined that Lessee's or Lessee's Representatives' Handling of all Hazardous Materials do not comply with this Section. In all other cases, District shall pay the costs of any Environmental Audit it requires pursuant to this Section. The Environmental Audit shall be conducted by independent, qualified, licensed environmental consultants selected by Lessee and reasonably acceptable to District. If the consultants chosen by Lessee are unacceptable to District, District shall be entitled to engage its own consultants to conduct the Environmental Audit, and Lessee shall pay District's consultants' fees and

all costs incurred by District in performing the Environmental Audit. The Environmental Audit shall include an inspection of the Property, interviews with the occupants of the Property and any other matters which the consultants think, in the exercise of their professional judgment, are necessary to ascertain whether the Property is in compliance with this Section, including the installation of monitoring wells, and soils and water testing. Lessee shall fully cooperate with the consultants and comply with all information requests. After the completion of the Environmental Audit, a written report shall be prepared and copies shall be distributed to both District and Lessee.

- 10.14. Release of Hazardous Materials. In the event of any release, discharge or other event caused or to the extent contributed to by the acts or omissions of the Lessee or Lessee's Representatives which poses a threat of damage or contamination to the Property or the environment, whether discovered by District or Lessee, Lessee shall fully document the facts relating to the event, including the circumstances existing prior to and after the occurrence of the event, the precise nature of the release, discharge or event, including specific compounds and quantities involved, and all actions Lessee has taken and will take to remediate the release, discharge or event. Lessee shall provide this documentation to District promptly after the occurrence at issue. Lessee shall pay the reasonable costs and fees charged by District's environmental consultants to review any documentation and provide peer review confirming the adequacy of the measures, past and future, taken by Lessee to remediate the problem.
- 10.15. Inspection. District's consultants shall have the right, but not the obligation, to enter into the Property at any time, in the case of an emergency, and otherwise at reasonable times, for the purpose of (a) inspecting the condition of the Property and reviewing all permits, reports, plans, and other documents regarding the Handling of Hazardous Materials, (b) verifying compliance by Lessee with this Lease, and (c) performing Lessee's obligations under this Section if Lessee has failed to timely do so.

11. Indemnification.

- 11.1. Lessee Indemnification. Except to the extent of the negligence or willful misconduct of District or any agent, employee, contractor, licensee, or invitee of District or as set forth in Section 10.7 of this Lease, Lessee agrees to indemnify, reimburse, hold harmless, and defend District, its trustees, officers, employees and agents against any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), on account of, or arising out of, the operation, condition, use or occupancy of the Property and all areas appurtenant thereto or from the conduct of the Development or from any activity, work, or other things done, permitted or suffered by Lessee in or about the Property. This Lease is made on the express condition that, except as set forth in Section 10.7 of this Lease, District shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with the condition, use or occupancy of the Property specifically including, without limitation, any liability for injury to the person or property of the Lessee, its agents, officers, employees, licensees and invitees.
- 11.2. Further Lessee Indemnification. Lessee shall further indemnify, hold harmless, and

defend District against and from any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any act, omission or negligence of the Lessee, or any officer, agent, employee, guest, or invitee of Lessee, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against District by reason of such claim (regardless of whether a claim is filed), Lessee upon notice from District shall defend the same at Lessee's expense. Lessee shall give prompt written notice to District's Risk Manager in case of casualty or accidents in or on the Property.

- 11.3. Costs to Enforce Indemnification. Any reasonable costs incurred (including filing fees, attorney's fees, etc.) after providing written request for indemnification to the indemnifying Party for indemnification shall be owed to the requesting Party if it is determined the indemnification was owed. In addition, the indemnifying Party shall pay reasonable attorneys' fees and costs incurred to enforce the indemnity obligations of this Lease to the indemnified Party.
- 11.4. Survival. The provisions of this Section 11 and each of Lessee's obligations hereunder shall survive the expiration or earlier termination of this Lease.

12. Insurance.

- 12.1. Liability Insurance. Lessee shall, at Lessee's own cost and expense, obtain and keep in force during the Term, and any Extended Term, of this Lease a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Lessee against claims and liabilities arising out of the operation, condition, use, or occupancy of the Property, Development, Improvements, and all areas appurtenant thereto, including parking areas. All such general liability insurance shall be noncontributing, and the Mortgagee, if any exists, shall be named as an additional insured under such policies. Lessee's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. During the life of any Work on the Development and/or Improvements, Contractor(s) performing such Work must acquire equivalent insurance as required of the Lessee herein.

12.1.1. Lessee's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than Two Million Dollars (\$2,000,000) in Constant Dollars for bodily injury or death and property damage as a result of any one occurrence and a Four Million Dollar (\$4,000,000) general aggregate policy limit in Constant Dollars.

12.1.2. The insurance carrier, deductibles and/or self-insured retentions shall be approved by District. The deductible/occurrence for said insurance shall not exceed Twenty-Five Thousand Dollars (\$25,000) in Constant Dollars for any and all losses resulting from negligence, errors and omissions of Lessee, its Board, officers, agents, employees, invitees and/or students.

12.1.3. "Constant Dollars" shall mean the present value of the dollars to which each minimum requirement refers. The first adjustment of Constant Dollars shall occur

on January 1, 2023 and shall be adjusted every five (5) years thereafter. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted (the policy limit minimum requirement) by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The Base Index Number is the level of the Index for January 2018. The Current Index Number is the level of the Index for the month of December of the year preceding the adjustment year. The Index is the Consumer Price Index for All Urban Consumers (CPI-U), San Francisco/Oakland/San Jose, published by the Bureau of Labor Statistics of the United States Department of Labor, or if a publication of that Index is discontinued, a substitute index selected by the Parties. If/when this calculation results in an increase that exceeds fifteen percent (15%), the minimum requirement for the coverage limits shall be increased to the next million-dollar increment, and the then Current Index Number shall thereafter become the Base Index Number for the next Adjustment Date(s).

12.1.4. Umbrella Liability Insurance

12.1.4.1. Lessee shall procure and maintain during the Term, and any Extended Term, of this Lease an Excess Liability and/or Umbrella liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect the Lessee, Contractor(s), the District, State, Construction Manager(s), Project Manager(s), and Architect(s), as applicable, in the amounts indicated herein and shall comply with all requirements for Commercial General Liability and Automobile liability and Employer's Liability Insurance. This coverage shall be provided in a form at least as broad as the Insurance Services Office (ISO) standard form.

12.1.4.2. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy.

12.1.4.3. Whether this Excess Liability and/or Umbrella Liability Insurance Policy is written on a "follow form" or "stand alone" form, the coverages shall be equal to or greater than Lessee's Commercial General Liability and Automobile Liability and Employer's Liability Insurance with no exclusions that reduce or eliminate coverage items.

12.1.4.4. During the life of any Work on the Development and/or Improvements, Contractor(s) performing such Work must acquire equivalent insurance as required of the Lessee herein.

12.2. Fire and Casualty Insurance. Lessee shall, at Lessee's own cost and expense, at all times during the Term, and any Extended Term, keep all buildings, improvements, Lessee's personal property and other structures on the Property, as well as any and all additions thereto, insured for their full replacement value (as defined below), by insurance companies authorized to issue such insurance in the State of California and having a rating of not less than "AVII" as set forth in the then current Best's Insurance Guide, against loss

or destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire insurance policies in the geographic area in which the Property is located. Each insurance policy shall be issued in the names of District, Lessee and any Mortgagee, as their interests may appear. Each insurance policy shall provide that any loss payable under the insurance shall be payable in Trust to District and Mortgagee as loss payees. Any proceeds received because of a loss covered by the insurance shall be used and applied in the manner required by Section 9.4 herein entitled "Application of Insurance Proceeds." On termination of this Lease, the insurance policy or policies and all rights thereunder other than rights with respect to any insurance proceeds shall be assigned to District at District's election; provided, however, that District shall reimburse Lessee for any unearned premiums that Lessee prepaid for the year in which this Lease is terminated and for years after this Lease is terminated.

12.3. Workers' Compensation and Employer's Liability Insurance.

- 12.3.1. During the term of this Lease, and any Extended Term, Lessee shall comply with all provisions of law applicable to Lessee with respect to obtaining and maintaining workers' compensation insurance.
- 12.3.2. During the term of this lease, and any Extended Term, Lessee shall procure and maintain Employer's liability insurance for all its employees working at the Development. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits.
- 12.3.3. In accordance with provisions of section 3700 of the California Labor Code, Contractor(s) and Subcontractor(s) performing Work on the Development and/or Improvements shall be required to secure the payment of compensation to its employees.
- 12.3.4. Contractor(s) shall procure and maintain, during the performance of any Work on the Development and/or Improvements, Worker's Compensation Insurance and Employer's Liability Insurance for all its employees engaged in Work on the Development and/or Improvements. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Worker's Compensation Insurance and Employer's Liability Insurance for all employees of Subtractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work on the Development and/or Improvements is not protected under the Worker's Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence Work.

12.4. Contractor's Risk Insurance: Contractor's Risk "All Risk" Insurance.

12.4.1. Lessee and Contractor(s) performing Work on the Development and/or Improvements shall procure and maintain, during the life of its Work on the Development and/or Improvements, Contractor's Builders 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 on the Development and or Improvements.

12.4.2. 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, sonic disturbance, collapse, wind, fire, lighting, and smoke. 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 any architect's and engineering services and expenses required as a result of any insured loss upon Work in connection with the Development and/or Improvements, including completed Work and Work in progress, to the full insurable value thereof.

12.5. Earthquake and Flood Coverage. The District may require the Lessee to include coverage for "earthquake(s)" and/or "flood" and Lessee shall provide the price for those additional coverages for the District's consideration prior to including or charging the District for those Coverages. The deductible for this insurance shall be paid for by the Lessee.

12.6. Professional Liability Insurance.

12.6.1. Lessee at all times during the Term, and any Extended Term, of this Lease, shall maintain professional liability insurance in connection with the use of the Development in at least the amounts set forth in Section 12.12.2 below.

12.6.2. Contractor(s) and Subcontractor(s) during performance of Work on the Development and/or Improvements shall maintain professional liability insurance in least the amounts set forth below. Additionally, the policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period, coverage to continue through completion of the Work on the Development and/or Improvements, plus "tail" coverage for two (2) years thereafter.

12.7. Subtenant Insurance. During the Term of this Lease, Lessee shall require any subtenant of all or any portion of the Property, if any, to maintain in effect during the term of its sublease, insurance coverage equivalent to that required to be maintained by Lessee. Notwithstanding the foregoing, nothing herein shall be construed to apply to residential tenants of the senior housing development described in Section 4.1 of this Lease.

- 12.8. Contractor and Subcontractor Insurance: Lessee, in connection with any Work to be performed in connection with the Development and/or Improvements, shall require its Contractor(s) to procure equivalent insurance required of the Lessee. Contractor(s) shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance with minimum limits equal to at least fifty percent (50%) of the amounts required of the Contractor and Lessee.
- 12.9. Specific Perils to Be Insured. Notwithstanding anything to the contrary contained herein, the insurance required in this Lease shall, whether or not included in the standard extended coverage endorsement, insure all buildings, improvements, and other structures on the Property, as well as any and all additions thereto, against loss or destruction by fire after an earthquake, explosion, riot, riot attending a strike, civil commotion, acts of terrorism, sabotage or other warlike acts, malicious mischief, vandalism, aircraft, fire, smoke damage and sprinkler leakage. Furthermore, the insurance required herein during the performance of the Work on the Development and/or Improvements shall have course of construction, vandalism, and malicious mischief clauses attached insuring the Work during construction and all materials delivered to the Property for their full replacement value.
- 12.9.1. For purposes of this Section, the "full replacement value" of any building or other improvements to be insured shall consist of the replacement costs as of the time and place of loss, without deduction or depreciation, necessary to replace the then-existing building with all required updates to the building as prescribed by then-applicable law or code. The full replacement value shall be determined by the company issuing the insurance policy at the time the policy is initially obtained. Every two (2) years thereafter, or as otherwise provided herein, either Party shall have the right to notify the other Party that it elects to have the replacement value re-determined by any insurance company. The redetermination shall be made promptly in accordance with the rules and practices of the Board of Fire Underwriters, or a like board recognized and generally accepted by the insurance company, and each Party shall be promptly notified of the results. The insurance policy or policies shall be adjusted accordingly to reflect the re-determined value.
- 12.10. Notice of Cancellation of Insurance. Each insurance policy required by this Lease shall contain a provision that it cannot be cancelled or materially changed for any reason unless thirty (30) days' prior written notice of the cancellation or change is given to District in the manner required by this Lease for service of notices on District by Lessee.
- 12.11. Evidence of Insurance. Prior to the Commencement Date, or, in the case of Contractor(s) or Subcontractor(s) performing Work on the Development and/or Improvements, prior to the performance of such Work, Lessee shall deliver to District insurance certificates evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:
- 12.11.1. Not be canceled or altered without thirty (30) days prior written notice to District;

- 12.11.2. Insure performance of the indemnity set forth in this Lease;
- 12.11.3. State the coverage is primary and any coverage by District is in excess thereto;
- 12.11.4. Contain a cross liability endorsement; and
- 12.11.5. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Lessee shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described above.

12.12. Insurance Limits, Rating of Insurers and Certificates.

12.12.1. It is the intent of the Parties that policy limits set herein shall be raised from time to time during the Term of this Lease, but not more frequently than every five (5) years, to account for (i) increases in Annual Rent for the Property, (ii) increases in the estimated full replacement cost of the Property, and (iii) increases in the general marketplace insurance limits for tenancies as defined herein or subtenancies consistent with the provisions of this Lease. Except as otherwise provided herein, insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District. Lessee shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

12.12.2. The limits of insurance shall not be less than the following amounts:

Commercial General Liability	Includes: Personal & Advertising Injury, Product Liability and Completed Operations	\$2,000,000 each occurrence; \$4,000,000 general aggregate
Automobile Liability – Any Auto	Combined Single Limit	\$2,000,000 per occurrence
Excess Liability (Umbrella)		\$6,000,000 each occurrence; \$6,000,000 general aggregate
Workers Compensation		Statutory Limits pursuant to state law
Employer’s Liability		\$2,000,000 each accident, each disease; \$2,000,000 policy limit
Builder’s Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.
Professional Liability, if required by the District		\$1,000,000 per occurrence and annual aggregate

- 12.13. Unavailability of Coverage. Notwithstanding anything to the contrary contained herein, should insurance coverage meeting all the requirements set forth in this Lease be unavailable due to circumstances beyond the control of Lessee, Lessee and District shall agree as to substitute coverage which shall to the greatest extent possible meet the requirements set forth in this Lease, provided that any substitute coverage shall not be less than insurance coverage available to and actually obtained for comparable facilities in the State of California.
- 12.14. Mutual Release. Except as set forth in this Lease, each Party hereby releases the other Party, and its trustees, officers, agents and employees from any and all claims, demands, loss, expense or injury to the Property or to the furnishings, fixtures, equipment, inventory or other personal property in, about, or upon the Property, which is caused by perils, events or happenings which are covered by the insurance required by this Lease or which are the subject of insurance carried by the releasing party and in force at the time of loss. Lessee shall procure an appropriate clause in, or an endorsement to, all policies required by this Lease or any other insurance policy maintained by Lessee, pursuant to which the insurance company or companies waive subrogation or consent to a waiver of a right of recovery against the District.

13. Casualty Damage.

- 13.1. In the event that any portion of the Property is destroyed or damaged by an uninsured peril, District or Lessee may, upon written notice to the other, given within thirty (30) days after the occurrence of the damage or destruction, elect to terminate this Lease; provided, however, that either Party may, within ninety (90) days after receipt of notice, elect to make the required repairs and/or restoration at that Party's sole cost and expense, in which event this Lease shall remain in full force and effect, and the Party having made the election to restore or repair shall thereafter diligently proceed with the repairs and/or restoration.
- 13.2. In the event the Property is damaged or destroyed from any insured peril to the extent of fifty percent (50%) or more of the then replacement cost of the Property, the Lease shall not be terminated. Lessee shall have the right to retain any insurance proceeds and apply the same to the payments owing to the Mortgagee or use the proceeds to make the required repairs and/or restoration to the improvements on the Property. In the event of a full casualty, District shall be entitled to that portion of any casualty proceeds which represent the unimproved value of District's fee interest in the Property.

14. Condemnation.

- 14.1. In the event of a permanent condemnation or taking of all or part of the Property, the Lease shall not be terminated. Lessee shall have the right to retain the condemnation award and apply the same to the payments owing to the Mortgagee, provided, however, that in the event of a permanent condemnation or taking of all the Property, District shall be entitled to that portion of the condemnation award which represents the unimproved value of District's fee interest in the Property.

15. Assignment and Subletting.

15.1. District's Consent Required. Except as expressly provided in Section 15.2 herein entitled "Additional Provisions Regarding Assignment and Subletting" Lessee shall not voluntarily or by operation of law assign, encumber or otherwise transfer this Lease or any right or interest in this Lease or the Property and Improvements, or permit all or any portion of the Property or Improvements to be occupied by anyone other than Lessee, or sublet all or any part of the Property and Improvements, or enter into any material amendment of a sublease without the express prior written consent of District, which shall not be unreasonably withheld. A change in the control of Lessee shall be deemed to constitute an assignment requiring District's consent. The transfer, on a cumulative basis during the Term, of twenty-five percent (25%) or more of the voting control of Lessee (where Lessee is a for profit company) shall constitute a change in control for this purpose. Except as permitted by Article 16 herein, any assignment or subletting without the prior written consent of District, whether voluntary or involuntary, by operation of law or otherwise, shall be void and shall constitute a non-curable Event of Default. The consent by District to any one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting.

15.1.1. Assignment. Without limiting the matters that may be considered by District in determining whether to consent to any requested assignment District may take into account the proposed assignee's or sublessee's financial strength and ability to perform all of the obligations of Lessee under this Lease. No assignment of this Lease shall be effective unless and until the proposed assignee shall have executed and delivered to District a written agreement in form and content satisfactory to District pursuant to which the proposed assignee shall assume and agree to perform when due all of Lessee's obligations under this Lease. Notwithstanding the foregoing, the Lease may not be assigned prior to issuance of a conditional use permit for the Development.

15.1.2. Sublease. The Parties acknowledge that the Development encompasses significant acreage and contemplates several integrated elements, including but not limited to senior housing, consisting of assisted-living, memory-care and senior independent living options, along with a community center and a children's day-care facility. The Parties further acknowledge Lessee may choose to sublease the Development, and/or any right or interest therein, to a sublessee with the financial strength and experience necessary to ensure the successful operation the Development or any element thereof. In recognition of the foregoing, District's approval of any sublease shall be granted if the sublessee has the financial strength to meet its obligations under the sublease.

15.2. Additional Provisions Regarding Assignment and Subletting.

15.2.1. Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to District's determination as to the financial and operational responsibility and appropriateness of the proposed assignee. If the proposed assigned intends to use the Property for use other than that agreed to by the Parties, the proposed assignee must provide satisfactory

evidence to the District that the proposed use complies with all federal, local, and state laws applicable to the Property, including, but not limited to, the Santa Barbara County Municipal Code and the Orcutt Community Plan. Lessee shall also reimburse District for District's reasonable attorneys' fees incurred in connection with any such assignment or subletting for which District's consent is required. Lessee agrees to provide District with any other or additional information and documentation as may be reasonably requested, consistent with District's right of approval set forth in Sections 15.1.1 and 15.1.2. District shall respond to Lessee's request for consent to an assignment or subletting within thirty (30) days' of receipt of Lessee's request, unless the Parties agree to extend the time for District to respond.

- 15.2.2. District may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of any assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of District's right to exercise its remedies for Lessee's default.
- 15.2.3. District's consent to any assignment or subletting shall not constitute consent to any subsequent assignment or subletting.
- 15.2.4. Following any assignment of this Lease, the assigning Lessee shall be relieved from the full and timely performance and observance of each obligation of the "Lessee" under this Lease, as it may be amended from time to time.
- 15.2.5. Any assignee of this Lease shall, by reason of accepting the assignment or entering into a sublease, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of the assignment, other than the obligations as are contrary to or inconsistent with provisions of an assignment to which District has specifically consented to in writing.
- 15.2.6. No assignee shall have a right further to assign or sublet without complying with this Section.
- 15.2.7. The term of any sublease shall not extend beyond the Term.
- 15.2.8. Each sublease shall by its own terms be expressly subject to all of the terms, covenants and conditions of this Lease, and Lessee shall remain fully liable to District for the payment of any monies due hereunder and performance of all other obligations under this Lease.
- 15.2.9. Each sublease shall contain a provision, satisfactory to District, that upon the termination of this Lease for any reason, at District's election either (i) the sublease shall terminate or (ii) the sublessee shall attorn to District and pay rent and perform all of the other obligations of the sublessee under its sublease directly to District.

- 15.2.10. Each sublease shall contain a provision, satisfactory to District, that if Lessee defaults under this Lease and fails to deliver to District any security deposit or prepaid rent paid to Lessee by a sublessee under such sublease, then (i) District shall have no obligation or liability to such sublessee for the return of any security deposit or prepaid rent paid to Lessee, (ii) the sublessee shall be solely responsible to pursue its rights and remedies against Lessee for recovery of any security deposit or prepaid rent paid to Lessee, and (iii) the sublessee shall deliver to District, within thirty (30) days after demand by District, a security deposit in the same amount as set forth in the sublease, and notwithstanding any prepayment by the sublessee of rent to Lessee, shall be obligated to pay to District rent set forth in the sublease commencing upon termination of this Lease and notice thereof to sublessee by the District.
- 15.2.11. Promptly after execution of any sublease or an amendment to any sublease, Lessee shall deliver to District a complete and correct copy of the fully executed and effective sublease or amendment, including all exhibits and attachments.
- 15.2.12. Upon the occurrence of any Event of Default under this Lease, District may, at its option, require any sublessee to attorn to District, in which event District shall undertake the obligations of the sublessor under any sublease from the time of the exercise of the option to the expiration of any sublease; provided, however, that District shall not be liable for any prepaid rent or security deposit paid by any sublessee (except to the extent actually paid over to District) or for any prior defaults of any sublessor.
- 15.3. Notwithstanding the foregoing, nothing in this Section 15 shall be construed to apply to residential tenants of the senior housing development described in Section 4.1 of this Lease.

16. Encumbrance of Leasehold Estate.

- 16.1. Lessee's Right to Encumber. Lessee may, at any time and from time to time during the Term, encumber to any bank, insurance company or other institutional lender, herein called "Mortgagee," by deed of trust (the "Security Instrument"), Lessee's interest under this Lease and the leasehold estate hereby created (the "Leasehold Estate"), provided that:
- 16.1.1. The Security Instrument and all rights acquired under it shall, by its express terms, be subject to each and all of the covenants, conditions and restrictions stated in this Lease and to all rights and interests of District;
- 16.1.2. Lessee shall deliver to District: (i) a complete and correct copy of the Security Instrument and all related promissory notes, loan agreements, security agreements, indemnity agreements, guarantees, financing statements and other loan documents executed by Lessee or for Lessee's benefit in connection therewith (the "Loan Documents"), each as fully executed and delivered, within five (5) business days after the execution thereof, and (ii) a complete and correct copy of the recorded Security Instrument, confirmed by the recorder to show the

date or recordation and other recording information, within five (5) business days after the date of recordation;

16.1.3. The Security Instrument shall expressly provide that any proceeds from fire or extended coverage insurance shall be held by Mortgagee and that Mortgagee shall disburse such proceeds, in accordance with conditions set forth in the Loan Documents to repair or rebuild the damaged or destroyed Improvements on the Property unless: (a) Lessee is in default under the Loan Documents at such time beyond any applicable notice or cure periods, (b) this Lease has been terminated or will be terminated due to the casualty in accordance with the terms of this Lease, or (c) Mortgagee reasonably determines that even if insurance proceeds were to be used for repair or rebuilding the damaged or destroyed Improvements, the value of its security interest will be materially impaired from its value immediately prior to the damage or destruction, and in any such instance, Mortgagee may apply such proceeds to any amounts outstanding under the Loan Documents in any order;

16.1.4. Lessee shall immediately reimburse District for the cost of any default cured by District with interest thereon; and

16.1.5. No encumbrance incurred by Lessee pursuant to this Section or otherwise shall constitute in any way a lien or encumbrance on District's fee title to the Property or on any other interest of District in the Property which is set forth in this Lease.

16.2. Notice to and Service on Mortgagee. If Lessee executes any Security Instrument in accordance with this Lease, District shall deliver to Mortgagee by nationally recognized and reputable overnight courier a duplicate copy of any and all notices District may from time to time give to or serve on Lessee pursuant to or relating to this Lease. Lessee shall at all times keep District informed in writing of the name and mailing address of Mortgagee and any changes in Mortgagee's mailing address. Any notices or other communications permitted by this or any other Section of this Lease or by law to be served on or given to Mortgagee by District shall be deemed duly served on or given to Mortgagee when delivered by nationally recognized and reputable overnight courier at the last mailing address for Mortgagee furnished in writing to District by Lessee or Mortgagee.

16.3. Rights of Mortgagee. If Lessee executes any Security Instrument in accordance with this Lease and then defaults under the related Loan Documents, Mortgagee shall have the right during the Term to the extent permitted by the Loan Documents to realize on the security afforded by the Security Instrument by instituting and completing judicial or non-judicial foreclosure proceedings, bringing an action for the appointment of a receiver with respect to the Property, and pursuing all other remedies available at law or in equity or under the Loan Documents, subject to the following provisions:

16.3.1. Mortgagee shall not acquire or thereafter assign to any third party less than Lessee's entire interest in this Lease;

- 16.3.2. Mortgagee's or its affiliate's acquisition of Lessee's interest under this Lease by purchase at Mortgagee's foreclosure sale or by acceptance of an assignment in lieu of foreclosure shall not be considered an assignment of this Lease and therefore shall not be subject to District's consent or to any of the other conditions and restrictions applicable to assignments contained herein, but from and after the date of such acquisition Mortgagee or such affiliate, as applicable (whichever party acquired the Leasehold Estate by foreclosure or deed in lieu of foreclosure) shall be bound by all of the terms and conditions of this Lease except with respect to defaults which are not reasonably susceptible of being cured or performed by Mortgagee ("Non-Curable Defaults") and except as otherwise expressly provided herein;
- 16.3.3. The acquisition of Lessee's interest under this Lease by any person or entity other than Mortgagee by purchase at Mortgagee's foreclosure sale or by acceptance of an assignment in lieu of foreclosure shall be considered an assignment of this Lease and therefore shall be subject to all of the conditions and restrictions applicable to assignments contained herein, except that such assignment shall not be subject to Section 15.1 requiring District's consent; and
- 16.3.4. The acquisition of Lessee's interest under this Lease by any person or entity other than Mortgagee by purchase at Mortgagee's foreclosure sale or by acceptance of an assignment in lieu of foreclosure may be financed by such person or entity by encumbering to any new Mortgagee by a new Security Instrument Lessee's entire Leasehold Estate, provided that such encumbrance and such Mortgagee shall be subject to all of the terms and conditions of this Section.
- 16.4. Right of Mortgagee to Cure Defaults. If Lessee executes any Security Instrument in accordance with this Section, then, before District may terminate this Lease because of any default under this Lease by Lessee, District must give written notice of the default to Mortgagee and afford Mortgagee the opportunity after service of the notice to cure the default within (a) ten (10) business days after Mortgagee's receipt of written notice where the default can be cured by the payment of money to District or some other person or (b) thirty (30) days in the event of any non-monetary default, provided, however, that such thirty (30)-day period shall be extended for the time reasonably required by the Mortgagee to complete such cure, including the time required for the Mortgagee to obtain possession of the Property (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure, and the Mortgagee shall not be required to cure Non-Curable Defaults. The Mortgagee shall have the absolute right to substitute itself or an affiliate for Lessee and perform the duties of Lessee hereunder for purposes of curing such default. District expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee, its affiliate (or either of their employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all of the rights and privileges of Lessee. District shall not terminate this Lease prior to expiration of the cure periods available to a Mortgagee as set forth above. Further, neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease if the Rent and all other amounts payable by Lessee hereunder are paid by the Mortgagee in accordance with the terms hereof and Non-Curable Defaults shall be deemed waived by District upon

completion of foreclosure proceedings or other acquisition of the Lessee's leasehold estate. Mortgagee's cure of any default under this Lease by Lessee shall not excuse or waive any future default under this Lease by Lessee or preclude or limit the exercise of any rights or remedies afforded District under this Lease as a result of such future default.

- 16.5. No Merger of Leasehold and Fee Estates. While any Security Instrument remains in effect, there shall be no merger without the consent of Mortgagee of the Leasehold Estate and the fee estate in the Property merely because both estates have been acquired or become vested in the same person or entity.
- 16.6. Mortgagee as Assignee of Lease. No Mortgagee shall be liable to District as the successor to the rights and obligations of Lessee under this Lease unless and until such Mortgagee acquires the Leasehold Estate through foreclosure or other proceedings in the nature of foreclosure or as a result of an assignment in lieu of foreclosure or other action or remedy. If any Mortgagee shall acquire the Leasehold Estate, such Mortgagee may further assign the entire Leasehold Estate, provided that such Mortgagee complies fully with all of the conditions and restrictions contained herein, except that Mortgagee shall not be required to comply with Section 15.1 requiring consent of the District for such further assignment of the Leasehold Estate. Notwithstanding any provision to the contrary contained elsewhere in this Lease, Mortgagee shall not be liable for any Event of Default that may occur after the effective date of any such further assignment. The liability of the Mortgagee and its assigned to District shall be limited to the value of their respective interests in the Lease.
- 16.7. Mortgagee as Including Subsequent Security Holders. No transfer by Mortgagee of its lien or security interest on or in the Leasehold Estate shall be valid or effective as against District until Mortgagee shall have given District written notice of the name, address, telephone number of the transferee. The term "Mortgagee" as used in this Lease shall mean not only the initial institutional lender named as beneficiary, mortgagee, or secured party in the Security Instrument, but also any institutional lenders that may subsequently acquire the lien or security interest created by the Security Instrument.
- 16.8. Estoppel Certificates by District. District from time to time and within ten (10) days of the written request of Lessee or any Mortgagee, shall furnish a written statement that this Lease is in full force and effect and that there is no default hereunder by Lessee, or if there is a default, such statement shall specify the default which District claims to exist, provided that District shall not be required to deliver more than three such statements during any 12-month period.
- 16.9. New Lease to Mortgagee. If, while any Security Instrument is in effect, this Lease shall be terminated prior to the stated expiration hereof for any reason not related to damage or condemnation (including, without limitation, termination in any bankruptcy of the Lessee), then District upon request by Mortgagee will enter into a new lease with Mortgagee for the remainder of the Term, effective as of the date of such termination, on the terms specified in this Lease, subject to the following conditions:
 - 16.9.1. Mortgagee shall make written request to District for such new lease within thirty (30) days after the date of such termination and such written request shall be

accompanied by a payment to District of Rent and other reasonable sums then due to District under this Lease;

16.9.2. Mortgagee shall pay to District, at the time of the execution and delivery of such new lease, any and all Rent and other reasonable sums which would at the time of the execution and delivery thereof be due under this Lease but for its termination, and in addition thereto, any reasonable expenses, including attorneys' fees and court costs, to which District shall have been subject by reason of any default by Lessee;

16.9.3. Mortgagee shall perform all other material obligations required to have been performed under this Lease by Lessee to the extent that Lessee shall have failed to perform such obligations and Mortgagee was reasonably able to perform such obligations prior to taking possession of the Leasehold Estate;

16.9.4. The new lease shall commence and rent and all obligations shall accrue as of the date of termination of this Lease. The new lease shall be superior to and have priority over all encumbrances, liens, conveyances and interests upon and in the Property, other than those of record to which this Lease may be subject as of the date hereof; and

16.9.5. This Section shall survive the termination of this Lease.

16.10. Surrender or Amendment. Notwithstanding anything to the contrary set forth in this Lease, including but not limited to the provisions of Sections 13 or 14.1, there shall not be any cancellation, mutual termination, surrender, or acceptance of surrender of this Lease, or any or amendment of this Lease that is materially adverse to Lessee, without the prior written consent of Mortgagee which consent shall not be unreasonably withheld and shall be deemed granted if contrary notice is not received by District within ten (10) business days after Mortgagee's consent is requested.

16.11. Subordination. District's rights under this Lease with respect to fire or other property insurance proceeds that become payable because of damage to or destruction of any improvements on the Property and with respect to compensation or damages awarded or payable because of the taking of any improvements on the Property by eminent domain shall be subject and subordinate to the rights of Mortgagee under the Security Instrument; provided, however, that nothing in this Section shall be construed as a subordination of or encumbrance on District's fee title to the Property.

17. Default and Remedies.

17.1. Events of Default. Any of the following events, and any events otherwise designated as such herein this Lease, shall constitute an "Event of Default" under this Lease.

17.1.1. Lessee fails to make any payment of money called for by any provision of this Lease (whether to District or any third party) within five (5) business days after delivery of written notice by District that the payment is past due; or

- 17.1.2. Lessee's failure to commence the Work of the Improvements by the deadline set forth in Exhibits "B" and "C" hereto, unless such failure is the result of a force majeure event; or
- 17.1.3. The failure of Lessee to observe or perform any of its other covenants or obligations hereunder, which failure continues for thirty (30) days after written notice thereof by District to Lessee (unless the nature of the default is such that more than thirty (30) days are required for its cure and Lessee shall have commenced a cure within the thirty (30) day period and thereafter diligently prosecute the same to completion; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to Lessee); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161; or
- 17.1.4. The failure by Lessee to utilize the Property for the sole purpose of construction and operating the Development as authorized by this Lease and the terms and conditions set forth herein; or
- 17.1.5. Revocation or non-renewal of Lessee's license, permits, or other authorizations to operate the Development, without the prompt restoration of such license, permits, or other authorizations following notification of the lapsation; or
- 17.1.6. Failure to keep in effect insurance as required herein, without the prompt restoration of any such coverage following notification of the lapsation; or
- 17.1.7. Lessee or any guarantor of Lessee's obligations hereunder are generally not able to pay its debts as they become due or admit in writing its inability to pay its debts; or
- 17.1.8. The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee or any guarantor of the Lease of a petition to have Lessee or any guarantor of the Lease adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee or any guarantor of the Lease, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Lessee's assets located at the Property, or of Lessee's interest in the Lease, where possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Property or of Lessee's interest in the Lease, where such seizure is not discharged within thirty (30) days; or
- 17.1.9. The making or furnishing by Lessee of any warranty, representation or statement to District in connection with the Lease, or any other agreement to which Lessee and District are parties, which is false or misleading in any material respect when made or furnished; or

17.1.10. The assignment, subletting or other transfer, or any attempted assignment, subletting or other transfer, of the Lease in violation of the terms of this Lease.

17.2. District Remedies. Subject to the provisions of **Exhibit "B"** to this Lease, in the event of any Event of Default by Lessee, and expiration of any notice or cure period required hereunder, and except as set forth in Section 17.2.2, District shall have the following rights, in addition to all other rights available to District under this Lease or now or later permitted by law or equity, which District may exercise cumulatively or in the alternative:

17.2.1. Termination. District may terminate this Lease by giving Lessee written notice of termination. On the giving of the notice all of Lessee's rights in the Property shall terminate. Upon the giving of the notice of termination, Lessee shall surrender and vacate the Property in the condition required under this Lease, and District may, in compliance with applicable laws, re-enter and take possession of the Property and all the remaining improvements or property and eject Lessee or any of Lessee's subtenants, assignees, or other person or persons claiming any right under or through Lessee or eject some and not others or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this section shall not release Lessee from the payment of any sum then due District or from any claim for damages or rent previously accrued or then accruing against Lessee. In no event shall any one or more of the following actions by District constitute a termination of this Lease:

17.2.1.1. Maintenance and preservation of the Property;

17.2.1.2. Efforts to relet the Property;

17.2.1.3. Appointment of a receiver in order to protect District's interest hereunder;

17.2.1.4. Consent to any subletting of the Property or assignment of this Lease by Lessee, whether pursuant to provisions hereof concerning subletting and assignment or otherwise; or

17.2.1.5. Any other action by District or District's agents intended to mitigate the adverse effects from any breach of this Lease by Lessee.

17.2.2. Surrender of Property. If the Event of Default or Lease termination occurs between the date on which the Lease is executed and the date on which Lessee is issued grading permits for the Development, District's remedy shall be limited to the immediate surrender of the Property to District in good order, condition and repair, free and clear of all liens, claims and encumbrances caused by Lessee or Lessee's Representatives.

17.2.3. Damages. In the event of an Event of Default or this Lease is terminated, District's damages, if any, shall not exceed in the following sums:

17.2.3.1. If the Event of Default or Lease termination occurs between the date on which Lessee is issued grading permits for the Development and the date on which the Certificate of Occupancy is issued for the Development, a sum equal to four (4) years of the Annual Rent.

17.2.3.2. If the Event of Default or Lease termination occurs following the date on which Lessee is issued a Certificate of Occupancy for the Development, the product of the Annual Rent amount set forth in Section 2.3 times a deescalating factor commencing with fifteen (15) and ending with seven (7), depending on the year in which the Event of Default occurs, as set forth in the table below. By way of example, if the Event of Default occurs in year five (5) following the issuance of the Certificate of Occupancy, damages shall not exceed a sum equal to the product of eleven (11) times the Annual Rent amount set forth in Section 2.3.

Lease Term Year of Event of Default	Multiplier x Annual Rent amount set forth in Section 2.3
1	15
2	14
3	13
4	12
5	11
6	10
7	9
8	8
9 – 99	7

17.2.4. Except as set forth in Section 17.2.2, the rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under this Lease, at law or in equity, provided, however, that in no event shall District be entitled to an award of damages in excess of the damages set forth in Section 17.2.3 above.

17.3. District's Default. District shall not be in default of any of its obligations hereunder, unless District fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by Lessee to District specifying that District has failed to perform its obligations; provided, however, that if the nature of District's default requires more than thirty (30) days to cure, District shall not be in default if District commences a cure within thirty (30) days and thereafter diligently prosecutes the same to completion; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by Lessee to District.

17.3.1. Lessee shall have no rights as a result of any default by District until Lessee gives thirty (30) days' notice to District specifying the nature of the default. District shall then have the right to cure the default, and District shall not be deemed in default if it cures the default within thirty (30) days after receipt of the notice of

the default, or within a longer period of time as may reasonably be necessary to cure the default; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by Lessee to District.

- 17.4. Waiver of Breach. The waiver by District of any breach of Lessee of any of the provisions of this Lease (or of any Event of Default) shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or a different provision of this Lease. No waiver, benefit, privilege, or service voluntarily given or performed by either Party shall give the other any contractual right by custom, estoppel or otherwise. The subsequent acceptance of Rent or other monies due pursuant to this Lease shall not constitute a waiver of any preceding default by Lessee other than default in the payment of the particular rental payment so accepted, regardless of District's knowledge of the preceding breach at the time of accepting the rent, nor shall acceptance of rent or any other payment after termination constitute a reinstatement, extension or renewal of the Term or revocation of any notice or other act by District.

18. Surrender of Property.

- 18.1. Lessee's Duty to Surrender Property. On the last day of the Term or any applicable Extended Term, or on sooner termination of this Agreement, Lessee shall surrender the Property to District and any Improvements in good order, condition and repair, free and clear of all liens, claims and encumbrances caused by Lessee or Lessee's Representatives, though nothing in this provision shall be construed to authorize Lessee to allow or cause to be placed any liens, claims and/or encumbrances of any kind, unless expressly permitted in this Lease. The condition of the Property and Improvements when surrendered shall be similar to that existing as of the Commencement Date of this Lease or completion of any Work in connection with the Development and/or Improvements, excepting ordinary wear and tear and the effects of damage, destruction, or condemnation. The expiration or earlier termination of this Lease shall operate as a conveyance and assignment to District of any Improvements.
- 18.2. Lessee shall remove from the Property all of Lessee's personal property, trade fixtures, and any Improvements made by Lessee which Lessee and District agreed would be removed by Lessee and which may be removed without irreparable or material damage to the Property. Removal of Lessee's property shall be subject to all applicable laws, including any local permits and/or approval by the DSA.
- 18.3. All property that is not removed on or before the end of the Term shall be deemed abandoned by Lessee and associated costs to store, remove or dispose of abandoned property shall be the responsibility of the Lessee. If the Property is not surrendered at the end of the Term or any applicable Extended Term or upon earlier termination of this Lease, Lessee shall indemnify District against loss or liability resulting from delay by Lessee in surrendering the Property including, without limitation, any claims made by any succeeding tenant or loss to District due to lost opportunities to timely obtain succeeding tenants.
- 18.4. Holding Over. This Lease shall terminate without further notice at the expiration of the Term or any applicable Extended Term. Any holding over thereafter by Lessee shall not

constitute a renewal or extension of the Term or give Lessee any rights in or to the Property. Nothing contained herein shall be construed as consent by District to any holding over by Lessee.

19. Miscellaneous.

- 19.1. Survival. Each of Lessee's obligations under this Lease that, by its nature, is to be, or may need to be, performed after the expiration or any earlier termination of this Lease shall survive such expiration of termination.
- 19.2. Force Majeure Delays. Except as otherwise expressly provided in this Lease, should the performance of any act required by this Lease to be performed by either District or Lessee be prevented or delayed by reason of any act of God, strike, war, lockout, labor trouble, inability to secure materials, delay in the issuance of any required governmental permit, license or approval, which delay is through no fault of Lessee, or litigation instituted to challenge the Development or any approvals required by Lessee therefor, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.
- 19.3. Interest on Overdue Payments. All sums of any nature pursuant to this Lease that Lessee fails to pay to District when due under any provision of this Lease or that District pays to any third party on behalf of Lessee pursuant to any provision of this Lease shall bear interest from the date due to District or paid by District, as applicable (the "Due Date"), at the rate set forth in Section 17.2.3.1 of this Lease. Such interest shall be payable immediately and without the necessity of any demand by District. The fact that District is entitled to interest under this Section shall not be construed to excuse or mitigate any default by Lessee.
- 19.4. Disputes. Except for any claim relating to Lessee's default in the payment of Rent, or any Default that results in immediate termination of the Lease, District and Lessee agree to submit any and all other claims, controversies, and disputes between Lessee and District arising out of or relating to the Property, this Lease, or the Parties' performances due hereunder to non-binding mediation before commencing any civil litigation. The Parties must mutually agree to the mediator and shall share the associated costs equally. The mediation shall be conducted within thirty (30) days from the date any such claim, controversy, or dispute is declared in writing to exist by any Party to the opposing Party.
- 19.5. Attorneys' Fees. If either Party files any action or brings any proceedings against the other arising out of this Lease, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.
- 19.6. District Use of Common Areas of the Development. The Parties acknowledge that the Development is a unique opportunity to blend a senior living community with intergenerational programs that will benefit the residents of the Development as well as

District students and their families. To that end, the Parties will work together, within six (6) months following the issuance of a Certificate of Occupancy for the Development, to develop a schedule for District-sponsored programs utilizing non-residential, common areas of the Development.

- 19.7. Media. All press releases related to the Development, including the issuance of photographs and renderings, shall be subject to the District's approval prior to the completion of construction, which approval shall be provided within two (2) days if reasonably possible after such press release is submitted to District for approval. District shall have the option to request that any press release relating to the Development include a statement that the Development is undertaken in partnership with the Orcutt Union School District. Nothing herein shall be construed to require District approval for marketing materials for the Development prepared by Lessee, including, but not limited to marketing materials published through social media outlets and any website created for the Development. Lessee acknowledges its obligation to comply with all Federal and State laws relating to rights of privacy, including, but not limited to laws protecting the identity of minors.
- 19.8. Subordination. Nothing in this Lease shall be construed as an agreement by District to subordinate its fee interest in the Property to any leasehold mortgage or other lien or right.
- 19.9. Authorization to Sign Lease. Each individual executing this Lease on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Lease on behalf of the Party that the individual is executing the Lease and that this Lease is binding upon that Party in accordance with its terms.
- 19.10. Applicable Law. This Lease shall be construed in accordance with, and governed by, the laws of the State of California. To the fullest extent permitted by California law, the county in which the Property is located shall be the venue for any action or proceeding that may be brought in connection with or by reason of, or arise out of, this Lease.
- 19.11. Quiet Enjoyment. Lessee shall and may peacefully and quietly have, hold and enjoy the Property, for the Term, on the terms and subject to the conditions contained in this Lease. District warrants and represents that it is the sole and lawful owner of the Property in fee simple, that the Property is and will remain free and clear of all liens and encumbrances (except as specifically disclosed to Lessee in writing by District), and that District has the right to enter into this Lease.
- 19.12. Notices. Any notice required or permitted to be given under this Lease shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

DISTRICT:

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

LESSEE:

Tait CP, LLC
701 N. Parkcenter Drive
Santa Ana, CA 92705
Attn: Trevor Tait

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

- 19.13. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 19.14. Memorandum of Lease. District and Lessee shall execute and acknowledge a memorandum of this Lease in the form of **Exhibit "D"** and shall record it in the Official Records of Santa Barbara County. Any documentary transfer tax payable in connection thereunder shall be paid by Lessee.
- 19.15. Counterparts. This Lease may be executed in counterparts, all of which together shall constitute one and the same document.
- 19.16. Severability. Should any provision of this Lease be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.
- 19.17. Entire Agreement of Parties. This Lease constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Lease may be amended or modified only by a written instrument executed by both Parties.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Dated: December 4, 2019

ORCUTT UNION SCHOOL DISTRICT

TAIT CP, LLC

By: _____

By: Trevor Tait

Print Name: _____

Print Name: Trevor Tait

Print Title: _____

Print Title: Partner

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Page 1
Escrow No. 4210323 -MBB

LEGAL DESCRIPTION EXHIBIT

PARCEL ONE:

That portion of the Northeast quarter of Section 15, Township 9 North, Range 14 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the official plat thereof, described as follows:

Commencing at a brass cap monument marked "R.H.J.L.S.2119" set at the intersection of the boundary line, common to said Section 15 and Rancho Todos Santos Y San Antonio with the South Boundary of the Town of Orcutt, according to map filed in the Office of the Santa Barbara County, surveyors as C.S. Map No. 556; thence along said common boundary South 1°14'00" West 874.99 feet to the Northwest corner of the land described in the Deed to the County of Santa Barbara, recorded February 3, 1967 as Instrument No. 3547 in Book 2163, Page 521 of Official Records, records of said County and the true point of beginning, said true point of beginning being the beginning of a non-tangent curve, concave Northerly, having a radius of 436.60 feet, a radial line of said curve to said true point of beginning, bears South 19°51'35" West, thence along the Northerly boundary line of said land Easterly along said curve through a central angle of 19°09'20" an arc distance of 270.16 feet; thence tangent to said curve, South 89°17'45" East 132.69 feet; thence parallel with said common boundary line North 1°14'00" East 675.45 feet to the Southerly line of Soares Avenue, as described in the Deed to the County of Santa Barbara, recorded November 26, 1952 in Book 1111, Page 425 of Official Records, in the Office of the County Recorder of said County; thence along said Soares Avenue, North 89°19'45" West 378.26 feet to said common boundary line; thence along said common boundary line, South 1°14'00" West 628.16 feet to the true point of beginning.

APNs 105-134-04 AND 105-330-05

PARCEL TWO:

Parcel 1 of Parcel Map No. 11091, in the County of Santa Barbara, State of California, as shown on Parcel Map filed in Book 6, Page 26 of Parcel Maps, in the Office of the County Recorder of said County.

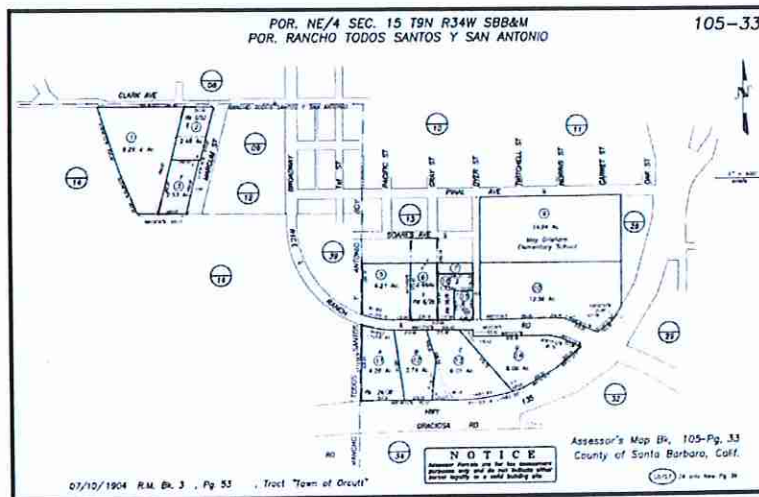
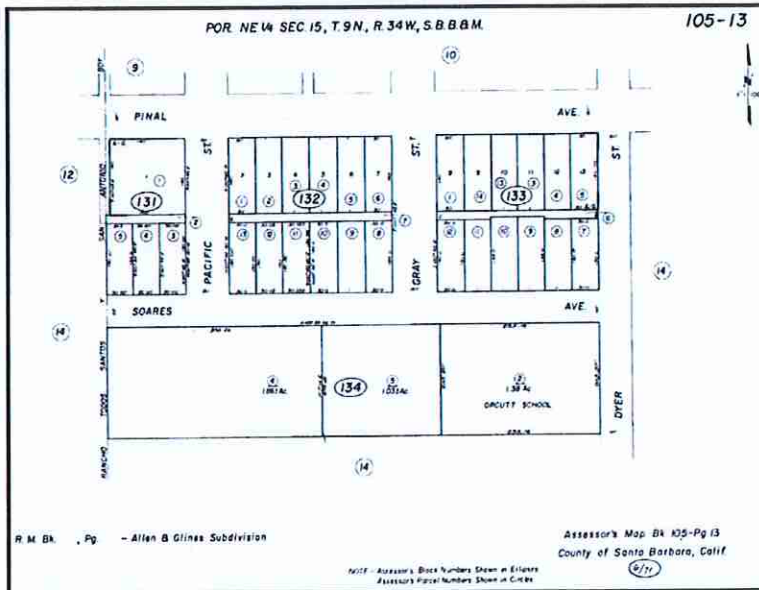
APNs 105-134-05 and 105-330-06

2025.02.14.09.00.00

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Assessor's Parcel Maps



File No.: 1569
12-

Hawkes Real Estate Appraisal

EXHIBIT "B"

DESCRIPTION OF THE WORK OF THE IMPROVEMENTS

1. Terms and Conditions for the Work of the Improvements.

- 1.1. Design of the Work of the Improvements. Lessee shall prepare plans and specifications for performance of the Work of the Improvements for District's approval prior to submitting for approval the same to any entity having jurisdiction over the Work. Lessee agrees that unless otherwise mutually agreed between the Parties, the Work of the Improvements shall substantially conform to the improvements set forth in Lessee's Proposal for the Development of Property for Senior Housing Development dated August 16, 2019. Lessee shall also prepare a construction schedule for the Work of the Improvements Lessee elects to construct that must be approved by the District ("Construction Schedule"). District's approval of the Construction Schedule shall not be unreasonably withheld. The District shall provide its approval, if at all, for the plans and specifications for the Work and the Construction Schedule in writing within the deadline required under Section 1.5 herein.
- 1.2. Building Standards. The plans and specifications for the Work of the Improvements Lessee elects to construct shall be prepared in accordance with the applicable building standards of any governmental authority having jurisdiction over the Work of Improvements, construction of the Improvements or the conduct of Lessee's operations. Upon request of District, lessee shall furnish District with copies of all certificates and approvals resulting from any Work of Improvements that may be required by any governmental authority, by all applicable underwriters and insurers or by any lender in connection with the construction of the Work of Improvements, which copies Lessee shall certify as true, correct and complete.
- 1.3. Construction Schedule. Lessee intends to use commercially reasonable efforts to comply with the Construction Schedule set forth in **Exhibit "C"**, but shall have no obligation or liability to do so. The deadlines in **Exhibit "C"** may be extended by mutual written agreement of the Parties, which agreement shall not be unreasonably withheld by either Party.
- 1.4. Consents or Approvals. In the case of any District consent or approval required under this **Exhibit "B"**, District shall grant or withhold such consent or approval in writing delivered to Lessee not later than thirty (30) days after written notice is given by Lessee to District requesting such consent or approval. In any dispute between Lessee and District over any such consent or approval, the provisions of Section 19.4 of the Lease shall apply.
- 1.5. Standards for Performance of the Work. Lessee shall use commercially reasonable efforts to cause the performance of the Work and the Improvements Lessee elects to construct to be constructed by qualified, adequately supervised workers, in a good and workmanlike manner, free from design, material, or workmanship defects in accordance with all applicable laws and this Lease. Not less than fifteen (15) days prior to the commencement of the Work, Lessee shall provide District with information regarding its contractors' financial condition and evidence to District's reasonable satisfaction that

adequate funds to complete the Development and/or Improvements are committed and available or that completion has been otherwise adequately assured. Assurances may include, in District's sole discretion, a performance guarantee. No Work shall commence until District has given Lessee written acceptance of the assurances, which acceptance shall not be unreasonably withheld.

- 1.6. Review of Plans, Permits, and Construction. All architectural plans and designs must be prepared by a licensed architect or professional engineer registered in California. Lessee shall seek or direct the architect or Lessee's Contractor, as applicable, to seek design input from District with respect to the Improvements Lessee elects to construct. District shall review Final Plans and Construction Cost Estimates, Specifications and any revisions to the Construction Schedule, subject to the approval procedure described in Section 1.4 above. If the District reasonably disapproves in any respect the Final Plans or Construction Cost Estimates for any such Phase, or any modifications to the Construction Schedule, the Parties shall confer in good faith to reach an agreement for approval by District prior to submitting the same to the entity having jurisdiction to issue approvals or building permits for the Work and Improvements. District shall not be deemed to have reviewed any plans, drawings or specifications from an engineering or technical standpoint, and District shall have no liability whatsoever to Lessee or any third party based on or arising out of any patent or latent defect in the design or construction of the Improvements, whether or not the defect is actually known or apparent to District.
- 1.7. Construction Updates. Lessee shall, on a monthly basis, provide District with updates on the status of the Work of the Improvements then under construction, including, but not limited to, updated Construction Schedules.
- 1.8. Compliance with Law and Quality. If required by applicable law in connection with the Work of the Improvement Lessee elects to construct, Lessee shall pay, or cause to be paid, the prevailing rates of wages for all Work and shall comply with Section(s) 1720 et seq. of the California Labor Code and related regulations. Lessee shall cause the Work and any other construction, alterations, additions, installations, repairs and refurbishment at any time undertaken on or in the Property to be performed (a) in a workmanlike manner with only new and high quality building materials, (b) in compliance with all applicable building codes and other applicable laws, ordinances, regulations, and orders of all federal, state, county, and local governmental agencies or entities having jurisdiction over the Property, and (c) in compliance with all applicable insurance requirements. Without limiting the generality of the foregoing provisions, Lessee shall not permit any component of the Work to be commenced until all building permits and other governmental permits, licenses and approvals required in connection with such component of the Work have been issued.
- 1.9. Payment and Performance Bonds. Lessee shall obtain and furnish District with copies of payment and performance bonds (collectively "Bonds") Lessee elects to construct for the Work of Improvements for that Phase only. The Bonds shall be issued for the full amount of the Improvements prior to the commencement of the Work of the Improvements. The Bonds must be issued by an admitted surety in California and rated "A" or better. The Bonds shall be in the form set reasonably approved by the District.

- 1.10. Notices of Non-Responsibility. District shall, at any and all times during the Term, have the right to post and maintain on the Property, and to record as required by law, any notice or notices of non-responsibility provided for by the mechanics' lien laws of the State of California. Lessee shall give District not less than thirty (30) days' written notice prior to the commencement of any Work (including site preparation work) or the delivery of building materials to the Property so that the District may provide Lessee with any Notice of Non-Responsibility for Lessee to post on the Property as determined reasonably appropriate by the District.
- 1.11. Mechanics' Liens. At all times during the Term, Lessee shall keep the Property and all Improvements now or hereafter located on the Property free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Property. Should Lessee fail to pay and discharge, or cause the Property to be released from, any lien or claim of lien, District may pay, adjust, compromise, and discharge the lien or claim of lien as District may deem appropriate. In this event, Lessee shall reimburse District for the full amount paid by District in paying, adjusting, comprising, and discharging such lien or claim of lien, including any attorneys' fees and other costs expended by District, together with interest from the date of payment by District to the date of repayment by Lessee.
- 1.12. As-Built Plans. Within ninety (90) days after completion of Work of the Improvements, Lessee shall deliver to District a full and complete set of as-built plans for the Work of the Improvements.
- 1.13. Default by Lessee. In the event of a default for whatever reason by Lessee prior to the completion of the Work of the Improvements Lessee elects to construct beyond any applicable cure period for such default under the terms of Article 17 of this Lease, District shall have the right, if District so chooses, to take over the construction of any such outstanding Work of the Improvements and/or exercise any and all other rights and remedies available to District.
- 1.14. Ownership of Improvements. The Improvements as well as any and all other alterations, additions, improvements and fixtures (except for improvements that are excluded from the Property and also except for Lessee's furniture and trade fixtures) made or placed in or on the Property by Lessee shall be owned by Lessee until the expiration or any earlier termination of this Lease, shall be considered part of the real property of the Property, and shall remain on the Property and, without compensation to Lessee, on the expiration or any earlier termination of this Lease, shall become the sole property of District. Lessee shall not remove any Improvements from the Property, commit or permit any waste, or destroy or modify any Improvements on the Property except as expressly permitted by this Lease.

EXHIBIT "C"

CONSTRUCTION SCHEDULE/DEADLINES

ENTITLEMENT SCHEDULE:

The Entitlement Process is expected to take approximately eight (8) to fourteen (14) months depending on the County of Santa Barbara approval process. This schedule will be impacted, among other factors, by the CEQA determination of the County for the Development. Assuming an Entitlement Process commencement date of November 15, 2019, the Entitlement Process could be completed between July 15, 2020 and January 15, 2021.

The Entitlement Process will include the following elements:

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

CONSTRUCTION SCHEDULE:

The Construction of the Development is estimated to take between twelve (12) to twenty-two (22) months, depending on weather conditions and trade availability. Assuming a potential construction start date of July 15, 2020, with the submittal and processing of building, grading and off-site construction documents through utility companies, the Development could potentially open as early as July 2021, with an outside opening date of May 15, 2022.

EXHIBIT "D"

FORM OF MEMORANDUM OF GROUND LEASE

Recording Requested by and
When Recorded Return to:

Tait CP, LLC
701 N. Parkcenter Drive
Santa Ana, CA 92705
Attn: Trevor Tait

This Space For Recorder's Use Only

MEMORANDUM OF LEASE

By this Memorandum of Lease (the "Memorandum") dated December 11, 2019 , Orcutt Union School District, a California public school district ("District") and TAIT CP, LLC ("Lessee") acknowledge and agree as follows:

1. Lease Term and Property. District leases to Lessee, pursuant to the terms of the Ground Lease Agreement (the "Lease") dated December 11, 2019, the real property (the "Property") located in Orcutt, California, and described in Attachment "A" attached hereto, for a term of ninety-nine (99) years, commencing on December 11, 2019 ("Commencement Date") and ending on the 99th Anniversary of the Certificate of Occupancy Date ("Expiration Date").
2. Successors and Assigns. The obligations of the Lease to be performed by either party, whether to be performed on the Property or elsewhere and whether such obligations are affirmative or negative in nature, are intended to and shall bind each party and its successors and any other party having any interest in the Property and shall inure to the benefit of the other party and its successors.
3. Purpose and Effect of Memorandum. District and Lessee have executed and recorded this Memorandum for the purpose of imparting notice of the Lease and the respective rights and obligations of District and Lessee thereunder. This Memorandum shall not constitute an amendment, modification or interpretation of the Lease. In the event of any inconsistency between this Memorandum and the Lease, the Lease shall control.

IN WITNESS WHEREOF, District and Lessee have executed this Memorandum as of the date set forth above.

Dated: _____, 20__

Dated: December 4, 2019

Orcutt Union School District

TAIT CP, LLC

By: _____
Print Name: _____
Print Title: _____

By: Trevor Tait
Print Name: Trevor Tait
Print Title: Partner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

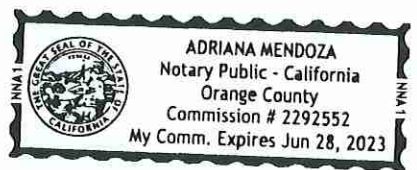
On December 4, 2019, before me, Adriana Mendoza, Notary Public, personally appeared Trevor K. Tait, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Adriana Mendoza
Notary Public

My Commission Expires: June 28, 2023



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

On _____, 2019, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

My Commission Expires

ATTACHMENT "A"

LEGAL DESCRIPTION

Page 1
Encrow No. 4210322 -MBB

LEGAL DESCRIPTION EXHIBIT

PARCEL ONE:

That portion of the Northeast quarter of Section 15, Township 9 North, Range 14 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the official plat thereof, described as follows:

Commencing at a brass cap monument marked "R.K.J.L.S.2119" set at the intersection of the boundary line, common to said Section 15 and Rancho Todos Santos Y San Antonio with the South Boundary of the Town of Orcutt, according to map filed in the Office of the Santa Barbara County, surveyors as C.S. Map No. 556; thence along said common boundary South 1°14'00" West 824.99 feet to the Northwest corner of the land described in the Deed to the County of Santa Barbara, recorded February 3, 1907 as Instrument No. 3547 in Book 2163, Page 521 of Official Records, records of said County and the true point of beginning, said true point of beginning being the beginning of a non-tangent curve, concave Northerly, having a radius of 826.00 feet, a radial line of said curve to said true point of beginning, bears South 19°51'35" West, thence along the Northerly boundary line of said land East along said curve through a central angle of 19°09'29" an arc distance of 270.14 feet; thence tangent to said curve, South 89°17'45" East 132.69 feet; thence parallel with said common boundary line North 1°14'00" East 675.45 feet to the Southerly line of Soares Avenue, as described in the Deed to the County of Santa Barbara, recorded November 26, 1952 in Book 1111, Page 425 of Official Records, in the Office of the County Recorder of said County; thence along said Soares Avenue, North 89°39'45" West 398.16 feet to said common boundary line; thence along said common boundary line, South 1°14'00" West 628.16 feet to the true point of beginning.

APN# 105-134-04 AND 105-330-05

PARCEL TWO:

Parcel 1 of Parcel Map No. 11091, in the County of Santa Barbara, State of California, as shown on Parcel Map filed in Book 6, Page 25 of Parcel Maps, in the Office of the County Recorder of said County.

APN# 105-134-05 and 105-330-06

2020-01-04/08/10

EXHIBIT "E"


CONSTRUCTION PERIOD GROUND RENT PAYMENT SCHEDULE

Month 1 - \$2,333
Month 2 - \$3,500
Month 3 - \$4,667
Month 4 - \$5,833
Month 5 - \$7,000
Month 6 - \$8,167
Month 7 - \$9,333
Month 8 - \$10,500
Month 9 - \$11,667
Month 10 - \$12,833
Month 11 - \$14,000
Month 12 - \$15,167
Month 13 - \$16,497
Month 14 - \$17,675
Month 15 - \$18,853
Month 16 - \$20,032
Month 17 - \$21,210
Month 18 - \$22,388
Month 19 - \$23,567
Month 20 - \$23,567
Month 21 - \$23,567
Month 22 - \$23,567
Month 23 - \$23,567
Month 24 - \$23,567



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Debbie Blow, Superintendent

FROM: Bill Young 
Assistant Superintendent, Business Services

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: Caldwell, Flores, Winters, Inc. (CFW) Contract for Professional Consulting Services

BACKGROUND: CFW provides professional consultant services for facilities planning and assessments, education program consulting, State aid grants for the modernization and construction of school facilities, and program implementation services for facilities and education programs throughout the State of California.

Orcutt Union School District is seeking to retain the services of CFW for the purpose of providing professional consulting, advice, strategic planning and solicitation of State grants through the State School Facility Program and related programs offering funding to California public school districts for facilities programs, specifically the Full Day Kindergarten Facility Grant program. The CFW contract is attached for your review.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the attached CFW Contract as submitted.

FUNDING: Orcutt Union School District agrees to compensate CFW for State Aid Services at a rate of two and one half percent (2.5%) per application of the principal amount of any and all grants received by the District for facilities as a result of State Aid Services provided by CFW pursuant to the State School Facility Program and/or related programs offering funding to California public school districts for facilities programs.

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This contract ("Contract") is entered into this 11 day of December 2019, and is made by and between Caldwell Flores Winters, Inc. (hereinafter, "CFW") and the Orcutt Union Elementary School District of Santa Barbara County, a California Public School District, (hereinafter, "District"), and collectively are herein after referred to as the "Parties."

RECITALS

WHEREAS, CFW provides professional consultant services for facilities planning and assessments, educational program consulting, State aid grants for the modernization and construction of school facilities, election services for bond/parcel tax campaign committees, and program implementation services for facilities and educational programs throughout the State of California;

WHEREAS, an affiliate company, CFW Advisory Services LLC, provides municipal advisory services in the issuance of municipal debt obligations;

WHEREAS, CFW may provide an integrated delivery method for these services for which the District has been apprised and may contract over time in whole or in part for these services by separate agreements or through its affiliate company, CFW Advisory Services LLC;

WHEREAS, the District is seeking to retain the services of a professional consulting firm for the purpose of providing professional consulting, advice, strategic planning and solicitation of State grants through the State School Facility Program and related programs offering funding to California public school districts for facilities programs (hereinafter, "State Aid Services");

WHEREAS, the District desires to retain the professional services of CFW to provide State Aid Services, as approved by the District and more particularly described in this Contract;

WHEREAS, the District has determined that it cannot provide through its own personnel the services to be performed by CFW under this Contract, the services provided by CFW are exempt from Public Contract Code section 20111, and the District has fully complied with its policies, bylaws, rules, and/or procedures for entering into this Agreement;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the following is hereby agreed:

I. PROFESSIONAL CONSULTANT SERVICES

CFW agrees to provide the District with professional consulting services in the form of State Aid Services as more fully set forth and specified in Exhibit A, incorporated herein and made a part of this Contract by reference.

II. DISTRICT COOPERATION

In order to perform the proposed scope of work, the District understands and agrees to cooperate with CFW by furnishing all necessary District information and records in a timely, diligent and accurate basis to the extent practicable and upon the request of CFW. On occasion, CFW may require the opportunity to consult with District staff to obtain information that is not readily available from District records and to clarify information that is not otherwise self-evident. The District agrees from time to time to make its staff available for these consultations.

From time to time, when necessary and appropriate, CFW may request that the District authorize access to consultants and professional services that the District is currently working with or in need of procurement in order to complete the scope of work contemplated herein. The District agrees to provide or authorize access to these additional professional services as necessary to carry out the scope of work, if needed.

III. CONFIDENTIALITY OF INFORMATION

CFW recognizes that information related to the services provided by CFW may be deemed public information and subject to be published and/or disclosed to the public as determined and directed by the District and/or State Law. Under this Contract, it shall be the responsibility of the District to make such determination of whether a particular document or other tangible information is subject to disclosure and to disclose said information at the appropriate time. Subject to that determination, CFW shall regard all information received during the performance of services pursuant to this Contract and all information produced by CFW as confidential and shall not disclose such information to any other person or party without prior consent of the District. Upon written determination by the District of information to be published and/or disclosed to the public, CFW will cooperate to the extent possible to disclose or publish that information consistent with State Law.

IV. TERM

The Parties recognize and acknowledge that it often takes many years for the District to secure grant funding through the State School Facility Program and related programs offering funding to California public school districts for facilities programs. In light of this consideration, the Parties have agreed to a term as follows, a period of time recognized as necessary to develop a strategy, update a District's eligibility, submit applications, advocate on the District's behalf and secure funding pursuant to Exhibit A.

The Term of this Contract shall commence upon approval by the Board of the District and shall continue through November 30, 2024. The District may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the Governing Board of the District. The Parties further recognize that the payment of the fee to CFW is contingent on the District receiving a grant.

It is intended that the obligation to pay the fee shall survive beyond the term of this Contract for (1) any application submitted by CFW to the Office of Public School Construction or any other grant agency and/or (2) work or advocacy performed by CFW on behalf of the District to secure grant funding. In these cases, payment of the fee shall be consistent with the terms set forth in Article XIII of this Contract.

V. INTEGRATED CONTRACT

This Contract in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto related to the proposed State Aid Services and replaces or supersedes any and all preliminary negotiations, representations or implied covenants inconsistent with the terms of this Contract.

VI. TERMINATION

In the event CFW fails or refuses to reasonably perform the provisions of the scope of work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. CFW shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default.

In the event the District terminates this Contract after the expiration of the cure period, CFW shall be entitled to compensation at such time that the District receives grant funding for any application prepared by or submitted on behalf of the District by CFW to the State School Facility Program and any other related program offering funding to California public school districts for facilities programs. Recognizing that this contract is a contingency contract and that professional advice and consultation is being provided and that CFW is providing substantial work on a contingency basis with the full expectation of being compensated for those services when funding becomes available to the District, often years after the work is performed, this obligation shall survive any termination, whether by expiration of the contract, termination for cause or termination for convenience by mutual termination of the parties.

The Parties may also agree to mutually terminate this Contract by a writing reflecting the agreement.

VII. NOTICES

All notices, demands, requests or approvals to be given under this Contract shall be given in writing and shall be deemed served when delivered personally or on the

fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below:

Orcutt Union Elementary School District
ATTN: Dr. Deborah Blow, Superintendent
500 Dyer Street
Orcutt, CA 93455

Caldwell Flores Winters, Inc.
ATTN: Emilio A. Flores, Chief Executive Officer
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

VIII. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Contract to arbitrate, shall first be submitted to mediation, and if the matter is not resolved through mediation then to arbitration in Los Angeles County before one arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or pursuant to California Code of Civil Procedure section 1280 et. seq. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

IX. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT

CFW shall have no authority to contract on behalf of the District and shall not represent itself as having such authority. It is expressly understood and agreed by the Parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

X. PREVAILING LAW

This agreement shall be interpreted and shall be governed by California law.

XI. ASSIGNMENT

CFW reserves the right to assign this contract in whole or in part to any successor or assignee with the approval of the District. Such approval shall not be unreasonably withheld by District.

XII. ATTORNEY'S FEES

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's reasonable attorney fees.

XIII. FEE FOR STATE AID SERVICES

The District agrees to compensate CFW for State Aid Services as set forth in Exhibit A at a rate equal to two and one half percent (2.5%) per application of the principal amount of any and all grants received by the District for facilities as a result of State Aid Services provided by CFW pursuant to the State School Facility Program and/or related programs offering funding to California public school districts for facilities programs.

The fee shall be payable to CFW in lump sum within 30 days of receipt of any such State grant or other grant funds received by the District.

XIV. APPROVAL

In executing this Contract, persons signing on behalf of CFW or District represent that each has the authority to do so. This Contract shall not be executed by the District until such time as the Governing Board has approved and authorized its execution. In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This contract is hereby agreed to and executed on this the 11 day of December 2019.

AGREED:

Emilio A. Flores, Chief Executive Officer
Caldwell Flores Winters, Inc.

Dr. Deborah Blow, Superintendent
Orcutt Union Elementary School District

EXHIBIT A
SCOPE OF WORK


CFW agrees to provide State Aid Services pursuant to this Contract and as provided below:

1. Review educational and facilities goals and background materials provided by the District to CFW
2. Analyze District's eligibility under the State School Facility Program and related programs offering funding to California public school districts for facilities programs
3. Conduct walk through with District staff of existing facilities to verify District facility information, if needed
4. Develop strategy to establish available eligibility and provide recommendations suitable to District needs
5. Establish, update, or re-establish the District's baseline eligibility for funding with the State as required
6. Assist District in preparing and submitting necessary applications
7. Meet with State representatives, if required
8. Attend necessary informational and decision-making meetings, both locally and at the State, including the Office of Public School Construction, State Allocation Board, and California Department of Education, as requested by the District
9. Assist District in the securing and receipt of State funds, including coordinating responses to State requests for additional information



BUSINESS SERVICES MEMORANDUM

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

FROM: Bill Young, Assistant Superintendent, Business Services 

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: Pool of Architects for Future Facility Projects

BACKGROUND: On April 25, 2017 the district received six (6) Request for Qualifications (RFQ) proposals from qualified California licensed architectural design firms to provide full architectural services: design, construction, and modernization projects; including experience in the planning and construction of K-12 facilities projects. The RFQ was also designed to allow the district to award more than one contract as necessary and specifically stated, “The awarding of contract(s) for architectural services, if at all, is at the sole discretion of the District. The District may contract with a different firm for each project, or may contract with a firm for all or multiple projects.”

All six qualified firms were interviewed and one firm was initially awarded a contract for architectural services, SVA Architects, on June 5, 2017. SVA Architects continue to provide architectural services to support our Measure G projects and the implementation of the Master Facility Plan. As we consider and launch more facility projects to improve our school and district support facilities, such as the addition of Kindergarten classrooms to support full-day K, additional architectural service providers are necessary.

After further interviews with the top ranked previously interviewed firms, staff recommends the addition of two more architect firms to develop an Architectural Services Pool. Staff will recommend the following architects be approved and added to a Board approved Architectural Services Pool:

PMSM/19six Architects (offices in San Luis Obispo and Santa Barbara)
Ravatt Albrecht & Associates Inc. (offices in San Luis Obispo and Orcutt)
SVA Architects (offices in Santa Ana, Oakland, and San Diego)

As future facility projects are determined, related architectural services contracts will be brought forward for Board review and consideration.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the pool Architectural Firms named above.

FUNDING: To be determined on a project by project basis.



BUSINESS SERVICES MEMORANDUM

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

FROM: Bill Young
Assistant Superintendent, Business Services

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: Approval of PMSM/19six Architects Professional Services Agreement

BACKGROUND: As identified and authorized in Resolution #6 – To Provide Full-Day Kindergarten at Elementary Schools on October 9, 2019, additional kindergarten classroom buildings will be needed to implement full-day kindergarten. PMSM/19six, one of three firms in the architectural services pool, can provide the necessary architectural/design services for this facilities project in alignment with the Division of State Architects requirements.

RECOMMENDATION: It is recommended that the Board of Trustees approve the PMSM/19six Architects Professional Services Agreement as presented.

FUNDING: Potentially on one or more of the following funds: General Fund (01); Deferred Maintenance Fund (14); Capital Facilities Fund (25) and State Facility Grants

**AGREEMENT FOR ARCHITECTURAL SERVICES
 BY AND BETWEEN
 ORCUTT UNION SCHOOL DISTRICT AND
 PMSM/19SIX ARCHITECTS FOR
 FULL DAY KINDERGARTEN PROGRAM CLASSROOM ADDITIONS/RENOVATIONS PROJECT
 (ALL ELEMENTARY SCHOOL SITES)**

TABLE OF CONTENTS

Article 1	Definitions	1
Article 2	Scope, Responsibilities, and Services of Architect.....	2
Article 3	Architect Staff	4
Article 4	Schedule of Services/Term	5
Article 5	Construction Cost Budget.....	5
Article 6	Fee and Method of Payment	6
Article 7	Payment for Extra Services or Changes.....	6
Article 8	Ownership of Data	7
Article 9	Termination of Agreement.....	8
Article 10	Architect Indemnity	9
Article 11	Mandatory Mediation for Claims	10
Article 12	Fingerprinting	10
Article 13	Responsibilities of the District	10
Article 14	Liability of District	11
Article 15	Nondiscrimination	11
Article 16	Insurance	11
Article 17	Covenant Against Contingent Fees	12
Article 18	Entire Agreement/Modification	12
Article 19	Non-Assignment of Agreement	12
Article 20	Law, Venue	12
Article 21	Alternative Dispute Resolution.....	12
Article 21	Severability	13
Article 22	Employment Status.....	13
Article 23	Warranty and Certification of Architect.....	14
Article 24	Cost Disclosure - Documents and Written Reports	15
Article 25	Notices and Communications	15
Article 26	Disabled Veteran Business Enterprise Participation.....	15
Article 27	District’s Right to Audit	15
Article 29	Other Provisions	16
EXHIBIT A	RESPONSIBILITIES AND SERVICES OF ARCHITECT	
EXHIBIT B	CRITERIA AND BILLING FOR EXTRA SERVICES	
EXHIBIT C	SCHEDULE OF WORK	
EXHIBIT D	PAYMENT SCHEDULE	
EXHIBIT E	INSURANCE REQUIREMENTS	

CERTIFICATES

This Agreement for Architectural Services is made as of December 11, 2019, between the **Orcutt Union School District**, a California public school district, (“**District**”) and **PMSM/19SIX Architects**, a California corporation (“**Architect**”) (individually a “**Party**” and collectively the “**Parties**”), for the following project (“**Project**”):

Full Day Kindergarten Program Classroom Additions/Renovations, located at all Elementary School sites and as further described in the Project Scope attached hereto as **Exhibit A**.

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

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

Article 1. Definitions

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

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

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services as described in **Exhibit A**, commencing with receipt of a written Notice to Proceed signed by the District representative. Architect’s Services will be completed in accordance with the schedule attached as **Exhibit C**.
- 2.2. Architect’s Services hereunder shall be provided in conjunction with contracts between the District and other Project participants including the Contractor and the District’s construction manager, if one is retained by the District for the Project.
- 2.3. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered (“Standard of Care”).
- 2.4. Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
- 2.5. Architect shall provide Services that comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:
 - 2.5.1. Uniform Building Code, latest addition, and the California Code of Regulations, Title 24, including amendments.

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

services as provided by District:

- 2.13.1. Ground contamination or hazardous material analysis.
- 2.13.2. Any asbestos and/or lead testing, design or abatement.
- 2.13.3. Compliance with the California Environmental Quality Act (“CEQA”). Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may invoice the District for the work required to incorporate those mitigation measures as Extra Services.
- 2.13.4. Historical significance report.
- 2.13.5. Soils investigation.
- 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit A**.
- 2.13.7. Topographic surveys of existing conditions.
- 2.13.8. State and local agency permit fees.
- 2.13.9. Commissioning Agent and Reports.
- 2.13.10. Testing and Inspection.

Article 3. Architect Staff

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

Architect’s Principals:	Architect’s Consultants:
Principal in Charge: _____	Electrical: _____
Project Director: _____	Mechanical: _____
Project Architect(s): _____	Structural: _____
Other: _____	Civil: _____
Other: _____	Landscape: _____
Other: _____	Food Service: _____
Other: _____	Acoustics: _____
	Estimating: _____
	Other: _____
	Other: _____

- 3.3. All proposed Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District reserves the right to replace any consultant in the best interest of the project.

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

Article 4. Schedule of Services / Term

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

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit A**, the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the construction manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit A**, including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.

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

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

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

Article 6. Fee and Method of Payment

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

Article 7. Payment for Extra Services or Changes

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

Article 8. Ownership of Data

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

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

Article 9. Termination of Agreement

- 9.1. If Architect fails to perform the Services to the reasonable satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the date of the notice of termination. District shall have the right to withhold payment and deduct from Architect's invoice, any amounts equal to District's costs caused by Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the date of District's written notice of termination, not to exceed the Fee.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of the termination.
- 9.4. The Architect has the right to terminate this Agreement if the District fails to make payment of undisputed amounts due to Architect hereunder. That termination shall be effective on the date District receives written notice of the termination from Architect. Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination, not to exceed the Fee.
- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of a termination, shall immediately cease performing Services. The District shall pay the Architect only the fee associated with the Services performed, from Architect's last paid invoice up to the date of the notice of termination, not to exceed the Fee.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the Architect shall be compensated for Services performed prior to the notice of suspension. When the

Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than eighteen (18) months, the Architect may terminate this Agreement by giving written notice.

Article 10. Architect Indemnity

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

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

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

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

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

10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

10.4. The Architect's duty to defend shall begin upon the District's notification to the Architect of a Claim. At that time, the Architect shall pay for that defense at its sole cost. At the resolution of a Claim, either by dispute resolution, settlement, litigation or otherwise, the District and Architect shall base their proportionate percentage of fault for the Claim either upon (1) the determination of a third-party neutral that adjudicated or settled the claim (e.g., a mediator, an arbitrator, a judge, etc.) or (2) if no determination was made, based on a good faith determination of the District and the Architect.

At that time the Parties shall determine the cost to defend that is chargeable to the Architect and a payment from one Party to the other Party shall be made within sixty (60) days to satisfy that reconciliation.

Article 11. Mandatory Mediation for Claims

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

Article 12. Fingerprinting

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

Article 13. Responsibilities of the District

- 13.1. The District shall examine the documents submitted by the Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Architect's Services.

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

Article 14. Liability of District

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

Article 15. Nondiscrimination

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

Article 16. Insurance

- 16.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit E**.

- 16.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit E**.

Article 17. Covenant Against Contingent Fees

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

Article 18. Entire Agreement/Modification

- 18.1. This Agreement, including the Exhibits incorporated by reference into this Agreement, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement.

- 18.2. This Agreement shall not include or incorporate the terms of any proposal, general conditions, conditions, master agreement, or any other terms or documents prepared by the Architect. The attachment of any Architect-prepared document to this Agreement shall not be interpreted or construed to incorporate those terms into this Agreement, unless the District approves of that incorporation in a separate writing signed by the District. If proposals, quotes, statement of qualifications, or other similar documents prepared by the Architect are incorporated into this Agreement, then that incorporation shall be limited to those terms that describe only the Architect's scope of work, rates, price, and schedule.

Article 19. Non-Assignment of Agreement

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

Article 20. Law, Venue

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

Article 21. Alternative Dispute Resolution

21.1. **Architect's Invoices.**

- 21.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, the portion or amount of the Architect's invoices that are disapproved for payment, the portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").
- 21.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to the Disputed Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Architect's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Architect personnel as appropriate and necessary.
- 21.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a "dispute" as provided herein.

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

- 21.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.
- 21.2.2. **Mediation.** Within thirty (30) days following the earlier of receipt of notice by one Party from the other Party of a demand for mediation, the Parties shall:
 - 21.2.2.1. Administer the dispute pursuant to the Mandatory Mediation provisions indicated herein, or
 - 21.2.2.2. If there are no other parties involved, administer the dispute pursuant to non-binding mediation administered in accordance with the Commercial Mediation Rules of JAMS/Endispute, unless waived by mutual stipulation of both Parties.
- 21.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

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

Article 22. Severability

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

Article 23. Employment Status

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

Article 24. Warranty and Certification of Architect

- 24.1. Architect warrants and certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.
- 24.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services.
- 24.3. Architect warrants and certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing

Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws.

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

Article 25. Cost Disclosure - Documents and Written Reports

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

Article 26. Notices and Communications

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

District:

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

Architect:

PMSM/ 19six Architects
802 East Cota Street, Suite A
Santa Barbara, CA 93103
Attn: Alan Kroeker, Principal

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

Article 27. Disabled Veteran Business Enterprise Participation

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

Article 28. District’s Right to Audit

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

28.2. The District’s Audit Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with the requirements of this Agreement.

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

Article 29. Other Provisions

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

29.5. **Confidentiality.** Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

29.6. **Exhibits A through E** and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

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

Dated: _____, 2019

Dated: November 22, 2019, 2019

Orcutt Union School District

PMSM/ 19SIX Architects

By: _____

By:  _____

Print Name: _____

Print Name: Alan Kroeker

Print Title: _____

Print Title: President

EXHIBIT A

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

1.	BASIC SERVICES	1
2.	PRE-DESIGN AND START-UP SERVICES	7
3.	SCHEMATIC DESIGN PHASE	9
4.	DESIGN DEVELOPMENT PHASE	12
5.	CONSTRUCTION DOCUMENTS PHASE	15
6.	BIDDING PHASE	21
7.	CONSTRUCTION ADMINISTRATION PHASE	22
8.	CLOSEOUT PHASE	25
9.	MEETINGS / SITE VISITS / WORKSHOPS	26

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

1. BASIC SERVICES

Architect agrees to provide the services described below:

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

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

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

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

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

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

1.5. **Mandatory Assistance**

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

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

1.6. **Oversight and Inspection Requirements**

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

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

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

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

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

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

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

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

1.6.1.12.1. Initial Site Work

1.6.1.12.2. Foundation Prep

1.6.1.12.3. Vertical Framing

1.6.1.12.4. Horizontal Framing

1.6.1.12.5. Appurtenances

1.6.1.12.6. Non-Building Site Structures

1.6.1.12.7. Finish Site Work

1.6.1.12.8. Other Work

1.6.1.12.9. Final

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

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

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

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

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

- 1.6.2.2.6. Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.
 - 1.6.2.2.6.1. If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.
 - 1.6.2.2.6.2. If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.
- 1.6.2.2.7. Changes must be described clearly and completely.
- 1.6.2.2.8. Drawings, specifications, and calculations must be stamped and signed by the responsible Architect.
- 1.6.2.2.9. Reference to the specific portions of the drawings or specifications that are being changed must be included.
- 1.6.2.2.10. Changes to any testing or inspection requirements associated with the proposed change must be clearly described.
- 1.6.2.2.11. Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.
- 1.6.2.2.12. When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:
 - 1.6.2.2.12.1. Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
 - 1.6.2.2.12.2. Each change shall be clouded and identified on the drawing.
 - 1.6.2.2.12.3. All drawings must be re-stamped and re-signed by the responsible Architect.
- 1.6.2.2.13. The submittal must be by mail or delivery. (Electronic submittals may be accepted at the discretion of the DSA Regional Office. For electronic submittals submit one copy of the subject CCD along with one DSA CCD Category form. Fax submittals are not acceptable.)
- 1.6.2.3. **Distribution of CCD Category A Documents:** The Architect shall provide the Contractor and Project Inspector with DSA approved CCD Category A prior to commencement of work shown thereon.
- 1.6.2.4. **CCD Category A Statement in Final Verified Report.** The final verified report (form DSA-6A/E) from the Architect must include a statement that all changes

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

2. PRE-DESIGN AND START-UP SERVICES

2.1. Project Initiation

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

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

2.2. Development of Architectural Program

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

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

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

2.3. Presentation

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

2.4. Deliverables and Numbers of Copies

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

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

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

2.5. **Meetings**

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

3. SCHEMATIC DESIGN PHASE

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

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

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

3.5. Mechanical

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

3.6. Electrical

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

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

3.7. Civil

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

3.8. Landscape

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

3.9. Specifications

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

3.10. Construction Cost Budget

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

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

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

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

3.11. Meetings

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

3.12. Deliverables and Numbers of Copies

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

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

3.12.2. Two copies of meeting Reports/Minutes;

3.12.3. Two copies of Schematic Design Package with alternatives;

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

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

3.13. Presentation

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

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

4. DESIGN DEVELOPMENT PHASE

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

4.1. Architectural

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

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

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

4.2. **Structural:**

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

4.3. **Mechanical**

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

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

4.4. Electrical

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

4.5. Civil

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

4.6. Landscape

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

4.7. Bid Documents

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

4.8. Construction Cost Budget

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

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

4.9. **Deliverables and Numbers of Copies**

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

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

4.10. **Meetings**

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

5. CONSTRUCTION DOCUMENTS PHASE

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

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

5.1.1. General

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

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

5.1.2. Architectural

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

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

5.1.2.3. Architectural details and large blow-ups started.

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

5.1.2.5. Fixed equipment details and identification started.

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

5.1.3. Structural

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

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

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

5.1.4. Mechanical

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

5.1.4.2. Large scale mechanical details started.

5.1.4.3. Mechanical schedule for equipment substantially developed.

5.1.4.4. Complete design of Emergency Management System (“EMS”).”

5.1.5. Electrical

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

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

5.1.5.3. All electrical equipment schedules started.

5.1.5.4. Special system components approximately located on plans.

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

5.1.6. Civil

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

5.1.6.2. Site utility plans started.

5.1.7. Landscape

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

5.1.8. Construction Cost Budget

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

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

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

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

5.1.9. Specifications

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

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

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

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

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

5.1.9.3. Specifications shall be in CSI format.

5.1.10. Deliverables and Numbers of Copies

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

5.1.10.1. Two copies of reproducible copies of working drawings;

5.1.10.2. Two copies of specifications;

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

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

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

5.2.1. Architectural

5.2.1.1. Completed site plan.

5.2.1.2. Completed floor plans, elevations, and sections.

5.2.1.3. Architectural details and large blow-ups completed.

5.2.1.4. Finish, door, and hardware schedules completed, including all details.

5.2.1.5. Fixed equipment details and identification completed.

5.2.1.6. Reflected ceiling plans completed.

5.2.2. Structural

5.2.2.1. Structural floor plans and sections with detailing completed.

5.2.2.2. Structural calculations completed.

5.2.3. Mechanical

5.2.3.1. Large scale mechanical details complete.

5.2.3.2. Mechanical schedules for equipment completed.

5.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.

- 5.2.3.4. Complete energy conservation calculations and report.
- 5.2.4. Electrical
 - 5.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
 - 5.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - 5.2.4.3. All electrical equipment schedules completed.
 - 5.2.4.4. Special system components plans completed.
 - 5.2.4.5. Electrical load calculations completed.
- 5.2.5. Civil
 - All site plans, site utilities, parking and roadway systems completed.
- 5.2.6. Construction Cost Budget
 - 5.2.6.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Budget.
 - 5.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - 5.2.6.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - 5.2.6.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.
- 5.2.7. Specifications
 - 5.2.7.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - 5.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - 5.2.7.2.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or
 - 5.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

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

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

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

5.2.7.6. Specifications shall be in CSI format.

5.2.8. Constructability Review

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

5.2.9. Deliverables and Numbers of Copies

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

5.2.9.1. Two copies of reproducible copies of working drawings;

5.2.9.2. Two copies of specifications;

5.2.9.3. Two copies of engineering calculations;

5.2.9.4. Two copies of revised Construction Cost Budgets;

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

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

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

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

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

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

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

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

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

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

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

5.4. **Meetings**

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

6. **BIDDING PHASE**

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

6.1. Contact potential bidders and encourage their participation in the Project.

6.2. Coordinate the development of the bidding procedures and the construction contract documents with the District.

6.3. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.

6.4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.

6.5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.

6.6. Attend bid opening.

6.7. Coordinate with sub-consultants.

6.8. Respond to District questions and clarifications.

6.9. Deliverables and Number of Copies

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

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

7. CONSTRUCTION ADMINISTRATION PHASE

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

- 7.1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
- 7.2. **Change Orders**
 - 7.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.
 - 7.2.2. The Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- 7.3. **Submittals**
 - 7.3.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 7.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
 - 7.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's

professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.

- 7.4. **RFIs.** During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 7.6. **Rejection of Work.** The Architect shall have the authority, only after pre-approval of the District, to reject Project contractor(s)'s work that does not conform to the requirements of the construction contract documents. The Architect shall have the authority, upon its sole discretion, to reject Project contractor(s)'s work that presents an immediate risk of injury to persons.
- 7.7. **Quality Control/Punch List Process.** Architect shall evaluate during the Construction Administration and Closeout Phases the contractor(s)' execution and overall delivery of its work throughout the construction process shall use its best efforts to ensure the Project meets or exceeds the criteria as set forth in the Conforming Set. The Parties acknowledge that this process is not commissioning of the Project or the Project's system(s).
 - 7.7.1. The Quality Control/Punch List ("QC"/"Punch") Process is a comprehensive and systematic process to verify that the building systems and assemblies are constructed and installed as designed to meet the District's requirements. Quality Control during the Construction Phase, the Closeout Phase, and all warranty periods shall achieve the following specific objectives:
 - 7.7.1.1. Verify and document that assemblies and equipment are installed per manufacturer's recommendations, product minimum standards, and the design intent expressed in the Contract Documents.
 - 7.7.1.2. Verify and document that the manufacturer(s) and designer(s) of assemblies, equipment, and systems have approved the full compliance, performance, and operation of all completed assemblies, equipment, and systems for that they manufactured and/or designed.
 - 7.7.1.3. Verify and document assembly, equipment, and system function.
 - 7.7.1.4. Verify the completeness of operations and maintenance materials.

- 7.7.1.5. Ensure that the District's operating personnel receive all required training and are offered additional and supplemental training, on the operation and maintenance of building assemblies, equipment, and systems.
 - 7.7.1.6. In addition to all incomplete items on its punch list, document items of known non-compliance in materials, installation or operation.
 - 7.7.2. The QC/Punch Process does not reduce the responsibility of any designers or contractors to provide a finished and fully functioning product.
- 7.8. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 7.8.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Built" in electronic format back to the District.
- 7.9. **Record Drawings.** Only if requested specifically by the District, Architect shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Built, sketches, details, and clarifications. If a set of Record Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.
- 7.10. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 7.11. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.
- 7.12. **Contractor's Application for Payment.** Failure of Architect to perform the following tasks shall be a material breach of the Agreement.
 - 7.12.1. **Development of Payment Procedures.** In consultation with the District and the construction manager, the Architect shall assist in the development and implementation of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Project contractor(s).
 - 7.12.2. **Certification of Payment Due.** Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each application for progress payment. The Architect shall review and respond to applications for progress payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Project

contractor(s) under the terms of the construction contract documents and applicable law, rule or regulation.

7.12.3. **Final Payment.** The Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. The Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.

7.12.4. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

7.13. **Deliverables and Number of Copies**

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

7.13.1. Two copies of meeting report/minutes from kick-off meeting;

7.13.2. Two copies of observation reports;

7.13.3. Two copies of weekly meeting reports.

7.14. **Meetings**

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

7.15. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("DSA Request"). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request ("DSA Response"), provided that in no event shall the Architect's DSA Response occur later than two (2) days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the District.

8. CLOSEOUT PHASE

8.1. As the Construction Administration Phase progresses, the Architect shall perform the following Closeout Phase services for the District as required:

8.1.1. Architect shall review the project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.

8.1.2. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.

- 8.1.3. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - 8.1.4. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.
 - 8.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).
 - 8.1.6. Architect shall prepare a set of Record Drawings for the Project, as requested by the District.
 - 8.1.7. Architect shall review and prepare a package of all warranty and O&M documentation.
 - 8.1.8. Architect shall organize electronic files, plans and prepare a Project binder.
 - 8.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
 - 8.1.10. Architect shall coordinate and obtain DSA approval of the Project in a time period not to exceed twelve months from the date of the start of the Closeout Phase (see Exhibit C) or issuance final payment release to the contractor(s); whichever is soonest.
- 8.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 8.3. **Deliverables and Number of Copies**
- 8.3.1. Punch lists for each site;
 - 8.3.2. Upon completion of the Project, all related project documents, including As-Builts and Record Drawings (if requested by the District). These are the sole property of the District.
- 8.4. **Meetings**
- During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

9. MEETINGS / SITE VISITS / WORKSHOPS

- 9.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct and take minutes of all meetings Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings. The approximate number of meetings below is an estimated requisite to adequately achieve the indicated meeting objective. THE EXACT NUMBER OF MEETINGS REQUIRED TO ACCOMPLISH THE MEETING OBJECTIVES WILL BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO THE ARCHITECT.

9.2. **General Meeting, Site Visit and Workshop Requirements**

- 9.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
- 9.2.2. Architect shall maintain documentation of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 9.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- 9.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

9.3. **Meetings During Project Initiation Phase (Three (3) meeting(s))**

- 9.3.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - 9.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
 - 9.3.1.2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
 - 9.3.1.3. During this meeting, the Architect shall:
 - 9.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - 9.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - 9.3.1.3.3. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - 9.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

9.4. **Initial Site Visits (Three (3) meeting (s))**

- 9.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

9.5. **Meetings During Architectural Program (Three (3) meeting (s))**

- 9.5.1. Architect shall participate in two (2) public community information site meetings to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
- 9.5.2. Architect shall conduct one (1) site meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- 9.5.3. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

9.6. **Meetings During Schematic Design Phase (Eight (8) meeting (s))**

- 9.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. Architect shall conduct a meeting at least every two (2) weeks during this Phase with itself, all its subconsultants required for that meeting, the District, and their designated representatives, until the District has indicated its acceptance with the Architect's Schematic Design. The District reserves the right to require attendance of specific subconsultant(s). This workshop shall include the following:
 - 9.6.1.1. Architect shall designate its team member duties and responsibilities;
 - 9.6.1.2. Architect and District shall review District goals and expectations;
 - 9.6.1.3. District shall provide input and requirements;
 - 9.6.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget;
 - 9.6.1.5. Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
 - 9.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.
- 9.6.2. Architect shall conduct approximately four (4) District-Architect Coordination meetings, one every 2 weeks, throughout the Schematic Design Process.
- 9.6.3. Architect shall conduct approximately four (4) Design Committee meetings throughout the Schematic Design Process.

9.7. **Meetings During Design Development Phase (Six (6) meeting (s))**

- 9.7.1. At the time designated for completion of the Design Development package, Architect shall conduct four meetings with the District to review the following:

9.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

9.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget.

9.7.2. Value Engineering Workshop (Two (2) meeting (s))

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

9.8. Meetings During Construction Documents Phase (Eight (8) meeting (s))

9.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meetings with the District to revise the Design Development package and receive comments.

9.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

9.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.

9.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget;

9.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings with the District to review the following:

9.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

9.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.

9.9. Meetings During Bidding Phase (Three (3) meeting (s))

9.9.1. Attend and take part in two meetings with all potential bidders, District staff, and Construction Manager.

9.9.2. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

9.10. Meetings During Construction Administration Phase

9.10.1. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project.

9.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work at each site.

9.10.3. Architect shall ensure that consultant(s) visit the site in conformance with their agreement.

9.11. **Citizens' Bond Oversight Committee Meetings**

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

9.12. **Governing Board Meetings**

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

EXHIBIT B

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized in writing by the District in accordance with the Article "Payment for Extra Services or Changes" in the Agreement:

1. Making revisions in drawings, specifications, or other documents when such revisions are:
 - 1.1. Required to comply with direction from the District that is substantively different than approvals or instructions previously given by the District.
 - 1.2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.
 - 1.3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
 - 1.4. Required to provide services in connection with Change Orders and directive not the fault of the Architect.
2. Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
4. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).
5. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
6. Providing deliverables or other items in excess of the number indicated in **Exhibit A**. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit A**, so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor. This includes the cost and preparation of Record Drawings.
7. Providing services as directed by the District that are not part of the Services of this Agreement.
8. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
9. Providing training, adjusting, or balancing of systems and/or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

10. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Partners and Principals	\$225
Senior Project Architect/Manager	\$195
Senior Project Designer	\$195
Senior Planner	\$195
Job Captains	\$155
Intermediate Designer/Draftsman	\$125
Junior Designer/Draftsman	\$100
Clerical Staff	\$75

11. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed **five percent (5%)**.
12. Mileage to/from Project is **NOT** reimbursable as Extra Services.

EXHIBIT C

SCHEDULE OF WORK

1. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work within the Term as defined in the Agreement ("Schedule of Work"). The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
2. Architect shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.
3. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies.
4. All times to complete tasks set forth in this Exhibit are of the essence. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the District.
5. The exact dates required to achieve the District's overall Project objective and completion are subject the District's modification, but The Architect acknowledges that its Fee is based on the Architect performing the Services and not based on the length of time to perform those Services or for the design or construction of the Project.

**EXHIBIT D
PAYMENT SCHEDULE**

1. Compensation

- 1.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount equal to a percentage of the Construction Cost Budget according to the following Fee schedules:

For New Construction Projects

<u>Construction Cost Budget</u>	<u>Percentage of Construction Cost</u>
\$0 to \$500,000	8.5%
\$500,001 to \$1,000,000	8%
\$1,000,001 to \$2,000,000	7.5%
\$2,000,001 to \$6,000,000	6.5%
\$6,000,001 to \$10,000,000	5.5%
Above \$10,000,001	4.5%

For Modernization Projects

<u>Construction Cost Budget</u>	<u>Percentage of Construction Cost</u>
\$0 to \$500,000	11.5%
\$500,001 to \$1,000,000	11%
\$1,000,001 to \$2,000,000	10.5%
\$2,000,001 to \$6,000,000	9.5%
\$6,000,001 to \$10,000,000	8.5%
Above \$10,000,001	7.5%

- 1.1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit A.** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit B,** there shall be no payment for extra costs or expenses.
- 1.2. District shall pay Architect for all Services contracted for under this Agreement pursuant to the following schedule ("Payment Schedule"):

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Schematic Design Phase	10%
Design Development Phase	10%
Construction Documents Phase	35%
DSA Stamped Approval	5%
Bidding Phase	5%
Construction Administration Phase	30%

Closeout Phase		10%
Generate Punch List	2%	
Sign Off On Punch List	2%	
Receive and Review All O&M Documents	2%	
Filing All DSA Required Closeout Documents	2%	
Receiving DSA Closeout, including DSA approval of the final As-Built set of drawings	2%	

- 2. Method of Payment.** Invoices shall be on a form approved by the District and are to be submitted to the District via the District’s authorized representative.
- 2.1. If reasonably requested by District and, if reasonably requested, as a precondition of payment, Architect shall submit to District documentation showing proof that payments were made to Architect’s consultant(s).
- 2.2. Architect shall submit to the District for approval a copy of the Architect’s monthly pay request format.
- 2.3. Upon receipt and approval of Architect’s invoices, the District agrees to make payments within forty-five (45) days of receipt of the invoice as follows:
- 2.3.1. **Pre- Design/Architectural Program Development Phase:**
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.
- 2.3.2. **For Schematic Design Phase:**
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.
- 2.3.3. **For Design Development Phase:**
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.
- 2.3.4. **For Construction Documents Phase:**
Monthly payments for percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.
- 2.3.5. **For Bidding Phase:**
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District’s award of the bid.
- 2.3.6. **For Construction Administration Phase:**
Monthly payments based on Architect’s invoices pursuant to the following:
1. Monthly payments for the percentage of Services complete, up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment

upon the District's agreement that the Architect can generate a Punch List as part of the Closeout Phase.

2. Regardless of the Services performed during any given month, the Architect can invoice for no more than the percentage of construction completed on the Project, plus ten percent (10%), until the Project is seventy percent (70%) complete. (For example, if the construction of the Project is 65% complete at the end of July, the Architect can invoice for no more than 75% of the portion of its Fee for Construction Administration through July.) After the construction of the Project is 70% complete, the Architect can invoice for no more than the percentage of construction completed on the Project. (For example, if the construction of the Project is 85% complete at the end of September, the Architect can invoice for no more than 85% of the portion of its Fee for Construction Administration through September.)

2.3.7. **For Closeout:**

Individual payment(s) proportionate to the items completed within this Phase.

3. Format and Content of Invoices

- 3.1. Architect acknowledges that the District requires Architect's invoices for Basic Services must include explanations of the Services performed.
- 3.2. For invoices for Extra Services, a more detailed explanation, with specificity, is required. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable for invoices for Extra Services. The times indicated below are just placeholders:

Review/Respond RFI's, Const. Admin Mtgs., Review Shop Drawings, Field Sketches	5.5 hours
Prepare Construction Documents: floor plans, exterior elevations, consultant coordination.	7.5 hours
Master Budget update, Master Schedule Update, Board Presentation, Accounting coordination	6.5 hours

EXHIBIT E

INSURANCE REQUIREMENTS

Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

1. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

- 1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 1.3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of two million dollars (\$2,000,000) per occurrence limit and four million dollars (\$4,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars (\$25,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter.

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for those changes.

2. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:

- 2.1. The District can accept the higher deductible; or
 - 2.2. The Architect's insurer shall reduce or eliminate the deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 3.1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 - 3.2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
 - 3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 - 3.4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 3.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. At the option of the District, the Architect shall be the party required to provide the District this notice in lieu of the Architect's insurance provider.
4. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:
 - 4.1. The District can accept the lower rating;
 - 4.2. Require the Architect to procure insurance from another insurer.
5. **Verification of Coverage:** Architect shall furnish the District with:
 - 5.1. Certificates of insurance showing maintenance of the required insurance coverage;
 - 5.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION
(Public Contract Code section 3006)

PROJECT/CONTRACT NO.: _____ between **Orcutt Union School District** ("District") and **PMSM/19SIX Architects** ("Architect / Engineer") ("Contract" or "Project").

I Alan Kroeker, _____
Name Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I Alan Kroeker, _____
Name Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I _____, _____
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: 11-20-19

Proper Name of Architect / Engineer: Alan Kroeker

Signature: 

Print Name: Alan Kroeker

Title: President

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code § 2204)

PROJECT/CONTRACT NO.: _____ between **Orcutt Union School District** ("District") and **PMSM/19SIX Architects** ("Architect / Engineer") ("Contract" or "Project").

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

Architect / Engineer shall complete **ONLY ONE** of the following two paragraphs.

1. Architect / Engineer's total Fee is less than one million dollars (\$1,000,000).

OR

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

OR

3. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Architect / Engineer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

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

Date: 11-20-19

Proper Name of Architect / Engineer: Alan Kroeker

Signature: 

Print Name: Alan Kroeker

Title: President

Statement of Non-Conflict of Interest

PROJECT/CONTRACT NO.: _____ between **Orcutt Union School District** ("District") and **PMSM/19SIX Architects** ("Architect / Engineer") ("Contract" or "Project").

I Alan Kroeker, _____
Name Name of Architect / Engineer

certify that while performing the Services required by this Contract, shall do so as an independent contractor and not as an officer, agent or employee of the District.

I Alan Kroeker, _____
Name Name of Architect / Engineer

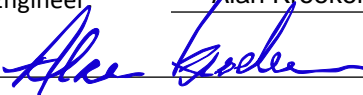
further certify and warrant the following:

1. No officer or agent of the Architect / Engineer has been an employee, officer or agent of the District within the past two (2) years;
2. The Architect / Engineer has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;
3. No officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with this Contract nor shall become directly or indirectly interested in this Contract;
4. The Architect / Engineer shall receive no compensation and shall repay the District for any compensation received by the Architect / Engineer under this Contract should the Architect / Engineer aid, abet or knowingly participate in the violation of this Certification;
5. That during the selection of Architect / Engineer for this Project, Architect / Engineer did not communicate, contact, solicit and/or attempt to influence any District Board Member in any way for purposes of obtaining this work; and
6. Architect / Engineer has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the Term of this Contract with the District.

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

Date: 11-20-19

Proper Name of Architect / Engineer: Alan Kroeker

Signature: 


Print Name: Alan Kroeker

Title: President



BUSINESS SERVICES MEMORANDUM

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

FROM: Bill Young 
Assistant Superintendent, Business Services

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: Award Bid for the Innovation Center Electrical Conduit Installation

BACKGROUND: As required, per BP 3311 Bids, and Public Contract Code 20111, bids were requested for the Innovation Center Electrical Conduit Installation. The total **estimated** cost for this project; including the soft cost is \$100,000.

We received three bids and they are listed below:

Company	Location	Total Bid
Smith Mechanical-Electrical-Plumbing	Santa Maria	\$102,461.00
Santa Maria Electric, Inc.	Santa Maria	\$175,790.00
Taft Electric Company	Ventura	\$190,125.00


RECOMMENDATION: Staff recommends that the Board of Trustees Award the Innovation Center Electrical Conduit Installation to Smith Mechanical-Electrical-Plumbing for \$102,461.00, as they were the lowest, responsive and responsible bidder.

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



BUSINESS SERVICES MEMORANDUM

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

FROM: Bill Young 
Assistant Superintendent, Business Services

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: Joint Use Agreement between the Orcutt Union School District and the Boys and Girls Club of Mid Central Coast

BACKGROUND: The Joint Use Agreement between Orcutt Union School District and the Boys and Girls Club of Mid Central Coast as not been update/revised in 19 years. In an effort to bring the Joint Use Agreement up to date, attached you will find a redline agreement for your review.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Joint Use Agreement between Orcutt Union School District and the Boys and Girls Club of Mid Central Coast as submitted.

FUNDING: N/A

**JOINT USE AGREEMENT BETWEEN THE
ORCUTT UNION SCHOOL DISTRICT
AND THE
BOYS AND GIRLS CLUB OF THE MID CENTRAL COAST**

THIS JOINT USE AGREEMENT (Agreement) is entered into as of the 13th day of June, 2001, by and between the Orcutt Union School District, a public school district organized and existing under the laws of the State of California (District), and the Boys and Girls Club of the Santa Maria Valley, of Santa Maria (Joint Use Partner), together herein referred to as (Parties)

RECITALS

WHEREAS, Education Code section 17052 authorizes school districts to enter into joint use agreements with community organizations for the purpose of constructing libraries, multipurpose rooms and gymnasiums on school campuses where these facilities are used jointly for both school and community purposes, and provides State funding for such projects; and

WHEREAS, the District desires to construct a gymnasium facility (Facility) on the grounds of Lakeview Jr. High School, a school site that is owned by the District and generally located at 3700 Orcutt Rd., Santa Maria, CA; and **Orcutt Jr. High School, located at 608 Pinal Avenue, Orcutt, CA; and**

WHEREAS, the Joint Use Partner is a community organization charged with the responsibility of providing the community service which is the purpose of the proposed Facility and this Agreement; and

WHEREAS, the Joint Use Partner desires that it become a partner in the use of the proposed Facility under the terms and conditions set forth in State law and under this Agreement; and

WHEREAS, the Parties wish to provide a Facility that will be available for use by students, faculty, staff, and the general public for community purposes, in accordance with the policies and procedures contained in this Agreement and such additional policies and procedures as may be developed, for the purpose of enhancing the services and facilities that might be offered by either party individually; and

WHEREAS, it is the intent of the Parties to maximize the use of a new joint use Facility by allowing community access to the Facility ~~before and~~ after school hours as much as practicable. It is also the intent of the Parties to provide this access to the community at as minimal of a cost as possible, but at a no cost basis to the District and the Joint Use Partner.

WHEREAS, the Parties wish to specify the method for sharing ~~capital and~~ operating costs, their relative responsibilities for the operation and staffing of the Facility, and the manner in which

the safety of school pupils will be maintained during school hours, and other terms pertinent to the construction, operation, and use of the Facility; and

WHEREAS, the Parties have determined that the Facility will result in both economic and operational benefits to both Parties that could not be fully realized if acting independently.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

TERMS

1. **Term of Agreement.** The term of this Agreement shall commence upon execution by both parties and shall remain in effect for 40 years. After the initial 40-year term, the agreement shall automatically renew every five (5) years.

2. **Description of Facility.** The District owns the buildings, parking lots and school grounds of Lakeview Jr. High School located at 3700 Orcutt Rd. and Orcutt Jr. High School located at 608 Pinal Avenue in the County of Santa Barbara, California. The portion of the School Site dedicated to the construction of the Facility is shown as Exhibit (A) attached hereto and incorporated by reference. The Parties intend that the Facility will be constructed as depicted in Exhibit (A) attached hereto, in accordance with plans and specifications approved by the Division of the State Architect which are hereby incorporated by reference and will supersede the attached Exhibit (A) to the extent they are inconsistent.

3. **Purpose of Facility.** The purpose of the Joint Use Facility will be to provide the students of Lakeview Jr. High School, Orcutt Jr. High School and the community members of Orcutt, regular access to gymnasium facilities. The Facility, in addition to supporting the District's educational purposes, is anticipated to support many youth and community groups and will be provided at minimal cost to the community. The Facility is intended to support, but not limited to, such activities as basketball, volleyball, performing arts, dance, aerobics, etc., as well as providing space for general meetings.

4. **Construction of Facility.** The District shall be fully responsible for the construction of the Facility and for entering into any and all agreements required for, and relating to, the construction of the Facility. The District shall be responsible for complying with all State and local laws relating to the construction of school facilities.

5. **Project Approvals.** The District shall be responsible for obtaining all necessary approvals and permits for construction of the Facility including, but not limited to, obtaining approval of the plans and specifications by the Division of the State Architect, obtaining approval of the project by the State Department of Education, and applying for and obtaining State funding from the State Allocation Board.

6. **Funding Responsibilities for Construction.** Funding for the construction of the Facility shall be shared between the State of California and the District.

a. State. The State Allocation Board shall provide funding for construction in the amount approved by the State Allocation Board under the authority granted by Education Code section 17052 and in accordance with a separate agreement entered into between the District and the State pertaining to such funding.

b. District. The District shall provide all additional funding necessary for completion of the Project.

7. Joint Use of the Facility. The District and the Joint Use Partner shall share the enjoyment and joint use of the Facility. The Parties hereby agree to cooperate in coordinating programs and activities conducted at the Facility so as to avoid conflicting or competing uses. To ensure the availability of the Facility to the District, the Joint Use Partner and the community on an equitable basis, and based upon the purposes and intentions set forth herein, the following guidelines shall control the scheduling of the Facility.

a. Scheduling Responsibility. The ~~Joint Use Partner~~ District shall be fully responsible for scheduling all use of the Facility.

b. Community Use. The Facility shall be available for District-wide community and school purposes for the maximum extent possible after regular school hours, but no less than ten (2010) hours per week.

c. District Priority. The District shall have exclusive use and control of the Facility from one-half hour prior to, until one-half hour after, regular school hours when school is in session. During non-school hours, District shall have a priority of use of the Facility in scheduling all District-sponsored athletics, activities, and other functions.

d. Scheduling Events. On an annual basis, the District shall provide the Joint Use Partner a schedule of all District events for each school year as soon as such schedule is prepared. The Joint Use Partner shall calendar these District events first, and calendar all other events around District events. The District shall notify the Joint Use Partner of any additional events, not originally scheduled, as soon as practicable, and such District events shall take priority over any other previously scheduled event. To avoid excessive disruption of events scheduled for community use, the District shall keep newly added events to a minimum.

e. Coordination. The designated Representatives of the District and the Joint Use Partner shall meet once per month, or as often as mutually agreed upon, to discuss operations and scheduling of the Facility and make any necessary adjustments.

f. Governance. Any and all persons using the Facility shall abide by state and federal laws and regulations as well as local school board policies and administrative regulations.

8. Operations of Facility. The District and the Joint Use Partner shall share responsibility for the day-to-day operations of the Facility. The District shall be responsible for providing staffing, supervision, and security during regularly scheduled school hours when school is in session and during any official, school-sponsored activities. The Joint Use Partner shall be responsible for

providing staffing, supervision, and security as deemed necessary by mutual agreement during all other times during which the Facility is used for community purposes.

9. Fees for Use.

a. Collection of Fees. The ~~Joint Use Partner~~ District shall be responsible for collecting all fees charged for community use of the Facility. Such fees shall be in accordance with a fee schedule jointly developed by the Parties on an annual basis. ~~All fees collected by the Joint Use Partner shall be used to pay the direct costs of operating and maintaining the Facility, including but not limited to staffing, maintenance and repair, cleaning, and utilities.~~

b. Time of Payment. ~~The required use fee shall be collected by the Joint Use Partner at the time scheduling is requested. A scheduled use shall not be firm until the fee is paid in full. If any scheduled use is canceled after payment of the use fee, all or part of the fee may be retained by the Joint Use Partner as a cancellation fee.~~ As we won't be collecting any payment or have collected any payment prior. All payments are made directly to the district.

c. Fair Rental Value. The ~~Joint Use Partner~~ District shall charge fair rental value for use by any for-profit organization or by any organization involved in fund-raising activities, unless such activities are for the purpose of supporting the Facility or the Joint Use Partner. The ~~Joint Use Partner~~ District shall also charge fair rental value in the case of entertainments or meetings where admission fees are charged or contributions are solicited and the net receipts are not expended for the welfare of the students of the District or for charitable purposes.

d. Civic Center Act. All community use of the Facility shall be subject to the provisions of the Civic Center Act (California Education Code section 38130 et seq.) and the District's policy and regulation implementing the Civic Center Act, all of which are hereby incorporated in this Agreement by reference. To the extent any provision of this Agreement conflicts with the Civic Center Act, the terms of the Civic Center Act shall control.

10. Funding Responsibilities for Operations. The Parties shall share in the day-to-day costs of operations of the Facility, including staffing, furniture and equipment, utilities, maintenance, cleaning and repair, as specifically set forth herein, **this cost will be incorporated into the fee schedule.**

11. Furniture and Equipment. All furniture and equipment within the Facility shall be the property of District. The Joint Use Partner shall be entitled to use such furniture and equipment in the regular course of its programs and activities without cost. However, the Joint Use Partner shall be responsible for the costs of any vandalism or theft of the furniture and equipment that occurs during times when the Joint Use Partner has supervisory responsibilities of the Facility.

12. Utilities. The District shall be responsible for paying all costs for utilities and services incurred by the joint use of the Facility. The Joint Use Partner shall reimburse the District

for the Joint Use Partner's share of direct and actual costs of utilities and other public services incurred by the joint use of the Facility, as set forth by monthly invoice.

13. **Maintenance and Cleaning of the Facility.** Except as otherwise provided in this Agreement, the District shall be responsible for, and pay for all necessary costs incurred for, the routine maintenance and cleaning of the Facility as determined necessary in the sole discretion of the District. The Joint Use Partner shall be responsible for reimbursing the District for its share of direct and actual costs for routine maintenance and cleaning costs incurred by the District. **This amount will be determined by the District and agreed upon by the Joint Use Partner. The cost will be incorporated in the monthly fee.** ~~as set forth by monthly invoice. The Partner may use its own staff to clean the Facility at the end of each use, but will need to follow the District's procedures and use District approved cleaners and supplies. Should the District determine, in its sole discretion, that the Joint Use Partner has failed to maintain or clean the Facility to an acceptable level, the District shall have the right to use its own staff to clean and maintain the Facility, and the Joint Use Partner shall reimburse the District for such costs, as set forth by invoice.~~

14. **Damage and Repair.** The District agrees to repair, replace, or pay for any damage done to the Facility while under District control. The Joint Use Partner agrees to repair, replace, or pay for any damage done to the Facility while under its control. Each party shall inspect the Facility before and after its scheduled usage. An inspection log will be **created by the District. The Joint Use Partner will complete the log after each scheduled use. District staff will review and sign off on the log after each scheduled time.** ~~kept by both parties.~~ Each party shall give written notice to the other of any such damage as soon as possible but no later than five (5) working days of the discovery of the damage. Each party shall notify the other of any hazardous or unsafe condition at the Facility so that the District may promptly remedy the unsafe condition. Any person or organization authorized to use the Facility shall reimburse the District and/or the Joint Use Partner, as applicable, for the entire cost of repairing any damage occurring as a result of its use of the Facility.

15. **Alterations and Improvements.** The District shall be responsible for making any alterations or improvements to the Facility. No alterations or improvements shall be made by the Joint Use Partner without prior written approval by the District.

16. **Student Safety.**

a. The District's governing board has adopted a *District Safety Plan and Emergency Procedures Handbook* (Safety Plan), which is available at the District office and is fully incorporated herein by reference, to ensure the safety of students during regularly scheduled school hours. This Safety Plan will be utilized by both the District and Joint Use Partner. Copies of the **Lakeview Jr. High and Orcutt Jr. High** plan will be distributed to the **Joint Use Partner.** ~~staff and employees.~~

b. The Joint Use Partner shall utilize the **Boys & Girls Club** ~~District's~~ photo identification badge system to allow students and community members to quickly and easily identify staff during an emergency. The Joint Use Partner shall be responsible for providing the District with the names of all staff, whether paid or unpaid, assigned to the Facility, ~~and the District~~

~~shall be responsible for preparing photo identification badges for such staff~~ **The Joint Use Partner will pay and provide their staff with Tuberculosis testing.**

c. All District and Joint Use Partner staff shall be tested for tuberculosis and shall undergo fingerprinting background checks through the State Department of Justice. The District shall be responsible for conducting all such testing and background checks. No person shall be assigned to the Facility by the District or the Joint Use Partner unless he or she satisfies all safety and background check requirements applicable to District employees under District Policy and the California Education Code. **District would like verification of background check for each staff member using the facility.**

17. Insurance. Each party agrees to either self-insure in an amount not less than specified below or insure against damages or injuries which may arise from the activities contemplated by this Agreement by purchasing and maintaining for the term of this Agreement a commercial general liability insurance policy, and automobile policy, both with a combined single limit of not less than two million dollars (\$2,000,000), which policy shall include or be endorsed to include the other party as an additional insured. The Parties agree to provide evidence of such insurance upon request. Each party shall also carry Workers' Compensation Insurance for its own employees as required by law.

18. Indemnification. District and Joint Use Partner shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from any act or omission of the other party, or any of its agents, employees, licensees or invitees, except as occasioned by the sole negligence of the District or Joint Use Partner respectively or their agents, employees, licensees or invitees.

District shall indemnify and hold harmless Joint Use Partner and its officers, employees and agents from and against any and all claims, actions, damages, liability and expenses, including attorneys' fees, in connection with the loss of life, personal injury and/or damage to property arising from the use by District of the Facility or any part thereof, or arising from or out of District's failure to comply with any provision of this Agreement, or otherwise occasioned wholly or in part by any act or omission of District, its agents, representatives, employees, invitees or licensees. In case Joint Use Partner shall, without fault on its part, be made a party to any litigation commenced against District, then District shall protect and hold it harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred by Joint Use Partner in connection with any such litigation.

Joint Use Partner shall indemnify and hold harmless District and its officers, employees and agents from and against any and all claims, actions, damages, liability and expenses, including attorneys' fees, in connection with the loss of life, personal injury and/or damage to property arising from the use by Joint Use Partner of the Facility or any part thereof, or arising from or out of Joint Use Partner's failure to comply with any provision of this Agreement, or otherwise occasioned wholly or in part by any act or omission of Joint Use Partner, its agents, representatives, employees, invitees or licensees. In case District shall, without fault on its part, be made a party to any litigation commenced against Joint Use Partner, then Joint Use Partner shall protect and hold it harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred by District in connection with any such litigation.

19. Joint Use Partner Addition or Substitution. The District may substitute one Joint Use Partner for another by providing six (6) months advance written notice to the Joint Use Partner. The District may also add an additional Joint Use Partner(s) to support this Agreement and its stated purposes by providing six (6) months advance written notice to the Joint Use Partner. Substitution or addition of Joint Use Partner(s) can occur at any time by mutual agreement of the Parties. Each additional Joint Use Partner shall be required to enter into a separate agreement with the District which shall address the division of responsibilities between or among the Joint Use Partners. In addition, the Parties hereto shall amend this Agreement as necessary to reflect any change in responsibilities resulting from the addition of Joint Use Partner(s).

Termination. This Agreement shall automatically terminate in the event the Facility is not approved by the State Department of Education or the Division of the State Architect within one (1) year of execution. This Agreement shall also automatically terminate in the event the Facility is not approved for funding by the State Allocation Board within one (1) year of execution. In such cases, the Parties may amend this Agreement or enter into a new agreement for the same purposes contained herein. After the initial 40-year term of this agreement, either party may terminate this agreement by providing at least six (6) months written notice prior to the end of each subsequent five (5) year term.

20. Exclusive Control. Notwithstanding any other provision in this Agreement, the District shall have the right to assume full control of operations of the Facility, for the community purposes set forth herein, when such control is necessary to preserve the health and safety of its students or faculty, as determined by the District in its sole discretion. The District shall also have the right to assume full control of all operations of the Facility, for the community purposes set forth herein, in the event the Joint Use Partner commits a substantial breach of the terms of this Agreement, and the breach has not been corrected within a reasonable period of time after written notice has been provided by the District. In the event the District assumes exclusive control of the Facility under this section, the District shall take action to reinstate or substitute the Joint Use Partner as soon as practicable so as to fulfill the purposes of this Agreement.

21. Assignment and Sublease. This Agreement or any interest of either party herein shall not at any time after the date hereon, without the prior written consent of the other party, be assigned or transferred by the other party. The Parties shall at all times remain liable for the performance of the covenants and conditions to be performed pursuant to this Agreement, notwithstanding any assignment or transfer which may be made.

22. Operational Contacts. District and Joint Use Partner shall provide each other with the names and telephone numbers of personnel that are responsible for the day to day operations of programs and facilities. Said list shall be updated as needed based on personnel changes.

23. Official Representatives. District and Joint Use Partner shall provide each other with the names and telephone numbers of its official Representative for purposes of this Agreement. Joint Use Partner will provide their staff with name badges and wear them while on District property during their scheduled event.

24. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

District: Orcutt Union School District
Attn: ~~Gary Black~~ Assistant Superintendent, Business Services
~~P.O. Box 2310~~ 500 Dyer St.
Orcutt, CA ~~93457-2310~~

Joint Use Partner: Boys and Girls Club of ~~Mid Central Coast Santa Maria Valley~~
Attn: ~~Bill Libbon~~ Chief Executive Officer
~~P.O. Box 760~~ 901 N. Railroad Avenue Santa
Maria, CA 934558

Either party may change its address or contact person by giving notice to the other party

25. Validity. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

26. Amendment. This Agreement, including Exhibits attached hereto, set forth the entire agreement between District and Joint Use Partner, and any modifications must be in the form of a written amendment agreed to by the Parties.

27. Waiver. The failure of either party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

28. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

29. Time. Time is of the essence of every provision of this Agreement in which time is an element.

30. Entire Agreement. This Agreement, including the exhibit attached hereto, and the documents herein incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties with respect to the matters contained in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) indicated below.

DISTRICT:

By: _____

The Orcutt Union School District

By: _____

Title: _____

Date: _____

JOINT USE PARTNER:

By: _____

Boys and Girls Club of Mid ~~Santa Maria Valley~~ Central Coast

By: _____

Title: _____

Date: _____

EIN # for Proof of Non-Profit

EXHIBIT (A)

DESCRIPTION OF SITE AND FACILITY

A gymnasium to be built at Lakeview Junior High School in the County of Santa Barbara, State of California. The gymnasium facilities consist of the gym, a lobby, snack bar, restrooms and storage areas. The gymnasium is approximately 10,640 sq. ft., the ancillary spaces like the lobby, restrooms, snack bar and electrical room are 2,388 sq. ft. for a total of 13,028 sq. ft. The plans for the gymnasium and ancillary buildings are approved by the Division of State Architect. There are architectural plans that the Division of State Architect has reviewed but not yet approved for shower and locker rooms. The shower and locker rooms will be built as soon as funding is available. The current project will include boy's and girl's lockers and changing rooms that will be housed in two (2) modular classrooms until permanent rooms can be built. Attached are site (A-1-2) and elevation (A-1-3) drawings.



BUSINESS SERVICES MEMORANDUM

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

FROM: Bill Young
Assistant Superintendent, Business Services

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: Youth League Facility Use Agreement

BACKGROUND: Several years ago district counsel recommended that we enter into an annual Facility Use Agreement with Orcutt Youth Softball. The Facility Use Agreement for the 19-20 school year between Orcutt Union School District and Orcutt Youth Softball Association is included for your review and approval.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Facility Use Agreement with the Orcutt Youth Softball Association as submitted.

FUNDING: N/A

ORCUTT UNION SCHOOL DISTRICT

Facilities Use Agreement with Orcutt Youth Softball Association

1. This Agreement is entered into pursuant to the provisions of Article 2 (commencing with Section 38130) of Chapter 4 of Part 23 of Division 2 of Title 2 of the California Education Code known as the Civic Center Act.
2. The parties to this Agreement are the **ORCUTT UNION SCHOOL DISTRICT**, a public school district organized and operating under the laws of the State of California (hereinafter referred to as "District"), and **ORCUTT YOUTH SOFTBALL ASSOCIATION**, (hereinafter referred to as "Association") a non-profit 501(c)(3) organization, classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code .
3. The term of this Agreement shall be one (1) year commencing upon its execution by both parties. It may be extended or renewed upon written agreement by both parties.
4. The District hereby agrees that except as otherwise provided for in this Agreement, the Association shall have shared (during non-school hours) access with Orcutt Academy High School and full use of the softball complex and parking facilities generally described in Exhibit A., at **Lakeview Jr. High School**. The District shall retain full access rights at all times, and Orcutt Academy High School with the Association will strive to work together in creating schedules that are mutually respectful to each group's needs. In the event Association and Orcutt Academy High School cannot agree on a schedule of use, District reserves the right to make a final decision. The District will not permit any use that is incompatible with the Orcutt Academy High School's or Association's use of the complex.
5. The Association hereby agrees to assume full responsibility for maintenance of the grounds and facilities generally described in Exhibit A, including, but not limited to comprehensive maintenance of permanent and temporary structures, including snack shack, restrooms, storage shed, bleachers, and fencing; mowing and watering of all grass areas; trimming and watering of vegetation; control of dust on playing fields and parking area; collection and removal of litter, trash and debris. The Association shall insure that separate utility meters are installed and operational at all times. The District agrees to maintain field 5. Orcutt Academy High School is agreeable to assisting with work parties for the other fields as long as the coaches are notified prior to the work party date.
6. As indicated in Exhibit A, the Association has the use of fields 1-4. Field 5 may be used for games, tournaments, and practices, in conjunction with the use of fields 1-4. The general public may use field five if it not is used by the Orcutt Academy and/or the Association. The District retains the right to utilize all fields and areas during school hours. After hours, Orcutt Academy High School and the Association will share the use of fields for practice and games at times that are mutually designated by both parties, subject to the District's final determination in the event the parties cannot agree on a schedule.
7. **OYSA and Orcutt Union School District have agreed to have Righetti High School and St. Joseph High use OYSA fields 1-4. Items number (21) and number (22) have been revised to reflect the**

additional school sites. The district requires that schedules of practices and games for each group using the fields be submitted to the Business Services office before the beginning of each season.

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

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

Before the first practice of each session, Santa Maria-Orcutt area participants shall be provided a form letter which encourages carpooling and discourages off-site parking and loading/unloading. A copy of this letter is attached, marked as Exhibit B.

19. Additions to, modifications to or expansion of the complex shall be undertaken by the Association only upon prior written authorization from the District Board of Trustees.
20. The Association shall secure a written release from each individual, organization, or entity using the softball complex or its facilities under its auspices whereby such individual, organization or entity acknowledges that the District shall be held harmless from any and all liability for any accident or injury which may occur during such use of the softball complex or its facilities.
21. The Association **and all other schools that use the field under the Associations agreement** hereby agree, as a condition of this Agreement, to provide written evidence **naming the Orcutt Union School District as additional insured** to the District of current personal and property liability insurance in an amount not less than **two million dollars (\$2,000,000)**, and the Association further agrees to maintain such valid liability insurance for the term of this Agreement and any extension of renewal thereof.
22. The Association **and all other schools that use the field under the Associations agreement** agree to indemnify defend hold harmless the District, its officers, and employees, against any and all actions, allegations, claims, costs, damages, fees, and judgments arising out of its use, control, construction and maintenance of the complex generally described in Exhibit A or otherwise arising from or related to Association's performance under this Agreement.
23. This Agreement may be terminated with or without cause by either party upon sixty (60) days written notice, which shall explain the reasons for such termination. Notwithstanding the preceding, if Association is in breach of this Agreement, District shall give Association written notice of the breach, and if the breach is not cured within three (3) working days, District has the right to suspend Association's use of the complex.
24. This Agreement shall be governed by and construed under the laws of the State of California and jurisdiction over any claim arising hereunder shall vest in the courts of Santa Barbara County, California.
25. Nothing in this Agreement is intended or shall be deemed to constitute a partnership or joint venture between the District and the Association.
26. The failure of District or Association to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way shall affect the validity of any part of this Agreement, or the right of the District or the Association to thereafter enforce each and every provision.
27. The indemnification obligations hereunder shall survive termination or expiration of this Agreement.
28. All correspondence and notices hereunder shall be in writing and will be deemed to be delivered on the same day, if given and confirmed via facsimile transmission or electronic mail, the next day by

overnight courier, on the fifth day if by registered or certified mail, or upon receipt by regular mail. In the event of an emergency, notice shall be given verbally and in writing.

29. This Agreement and the Exhibits attached hereto constitute the entire Agreement between the parties relating to the use of these facilities and superseded any previous oral or written agreement which may have existed between the parties. Should any portion of this Agreement be deemed unenforceable or otherwise illegal,, the remaining sections of this Agreement shall remain in force for the duration o the Agreement. This Agreement may be amended only upon further written agreement by both parties.

EXECUTED this 13th, day of November at Orcutt, California, by:

ORCUTT UNION SCHOOL DISTRICT

by:

Name

Assistant Superintendent Business Services
Title

Date

ORCUTT YOUTH SOFTBALL ASSOCIATION

by:

Amy Fortin
Name

President
Title

11/12/19
Date

95-3580734
EIN # for Proof of Non-Profit Status

Exhibit A

Lakeview Junior High School Orcutt Youth Softball Complex

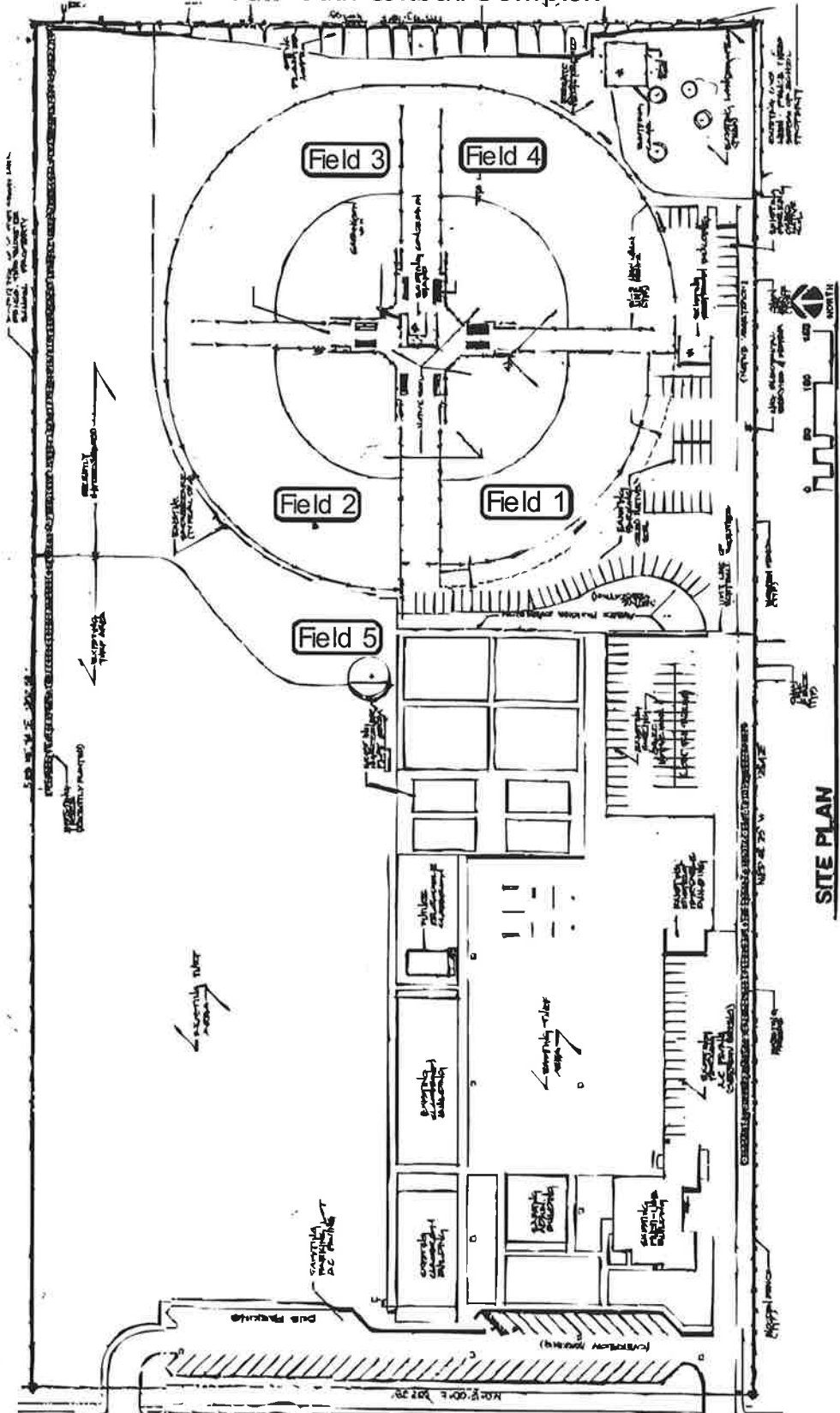


Exhibit B

Date

Dear Softball Youth Parents:

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

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


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

Orcutt Youth Softball Association



BUSINESS SERVICES MEMORANDUM

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

FROM: Bill Young 
Assistant Superintendent, Business Services

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: Approval of Child Nutrition Super Co-Op Contract for the 2020-21 School Year

BACKGROUND: Each year The Department of Child Nutrition goes out to bid in order to purchase necessary food items for the National School Lunch Program (NSLP). It is required by NSLP to get board approval for the contracting food service agency that manages this bid for the co-op. The renewal of our contract with the Super Co-Op Bid must be board approved each year. The contract is attached for Board review.

RECOMMENDATION: Staff recommends that The Board of Trustees approves the Super Co-Op Contract for 2020-21 school year.

FUNDING: This is a contractual agreement, and there is no direct fiscal impact.

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



Member District: Orcutt Union School District

Please check (✓) your response:

<input checked="" type="checkbox"/>	We plan to CONTINUE membership with Super Co-Op for SY2020-21.
<input type="checkbox"/>	We do NOT plan to continue membership with Super Co-Op for SY2020-21. What alternate USDA Foods delivery method do you plan to use? _____

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

The parties agree as follows:

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

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

Nutrition Services Director	
Name	Bethany Markee
Title	Director of Child Nutrition
Telephone	805-938-8925
Email	bmarkee@orcutt-schools.net

Accounts Payable Contact	
Name	Anna Orca
Title	Senior Accounting Tech.
Telephone	805-938-8905
Email	aorca@orcutt-schools.net

Additional Contact for USDA Foods management	
Name	
Title	
Telephone	
Email	

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

My execution of this Annual Renewal of Services was approved by the Member District's Board of Education at a duly called and noticed Regular Board Meeting on December 11, 2019.

Member District	Orcutt Union School District
Signature	
Print Name	Bill Young
Title	Assistant Superintendent, Business Services
Date	12/11/19

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

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

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



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

DISTRICT: Orcutt Union School District

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

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

Superintendent's Signature: _____ Date: ____/____/____



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

DISTRICT: Orcutt Union School District

Signature _____ Typed Name/Title <u>Dr. Deborah Blow, Superintendent</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Contracts <input checked="" type="checkbox"/> Payroll
Signature Typed Name/Title <u>Bill Young, Assistant Superintendent, Business Services</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Contracts <input checked="" type="checkbox"/> Payroll
Signature Typed Name/Title <u>Sandra Knight, Director, Fiscal Services</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Contracts <input checked="" type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll

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

Board President Signature: _____ Date: ___/___/___

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

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

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

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

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

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

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

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

Bill Young, Assistant Superintendent, Business Services

Authorized District Employee/Officer

Sandra Knight, Director, Fiscal Services

Authorized District Employee/Officer


Authorized District Employee/Officer


Authorized District Employee/Officer

Passed and adopted this 11 day of December, 2019 by the following vote:

Ayes:

Noes:

Absent:

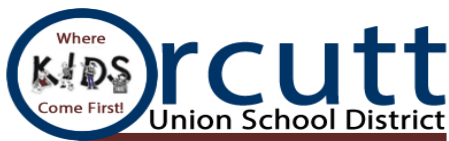
Abstain:

Board President's Signature: _____ Date: ____/____/____

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

REFERENCE:
K-12: EC§35161

ATTACHMENT H (1) – K-12 DISTRICTS



BOARD OF TRUSTEES

SHAUN HENDERSON
LISA MORININI
LIZ PHILLIPS
MARK STELLER
MELANIE WAFFLE

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

Where a Dedicated Staff Means
KIDS COME FIRST

TO: Dr. Deborah Blow, Superintendent

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

BOARD MEETING DATE: December 11, 2019

BOARD AGENDA ITEM: School Plans for Student Achievement for Patterson Road, Lakeview Jr. High School, Alice Shaw, Olga Reed and Orcutt Academy Charter School

BACKGROUND: In 2001, the California Legislature amended the planning requirement for schools that participate in state and federal categorical programs. These changes streamline the planning process and consolidate the plans for all categorical funds expended at each school site under the umbrella of the plan. These plans are revised annually by each school site council.

RECOMMENDATION: This evening the School Site Plans for Student Achievement for Patterson Road, Lakeview Jr. High School, Alice Shaw, Olga Reed and Orcutt Academy Charter School are submitted for board approval as required in California statute. Staff recommends these be approved as submitted.

FUNDING: No funding implications.

School Site Plans

These materials are not included in this copy of the agenda. The Single School Plans 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.