

ORCUTT UNION SCHOOL DISTRICT
Regular Meeting of the Board of Trustees
Wednesday, August 11, 2021
Closed Session – 6:00 P.M.
Public Session – 6:30 P.M.
District Board Room
500 Dyer St., Orcutt, CA 93455

By Order of the Santa Barbara County Public Health Department and the California Department of Public Health K-12 Guidance, Attendees are Required to Wear a Face Covering

CALL TO ORDER 6:00 P.M.

- A. Pledge of Allegiance

CLOSED SESSION PUBLIC COMMENTS

A. This section of the agenda is intended for members of the public to address the Board of Trustees on items that are being considered in Closed Session. Those wishing to speak about items during closed session are reminded to fill out a *Request for Public Comment Form*, which can be obtained from Julie Payne and submitted prior to the time the presiding office calls for Closed Session Public Comment. Requests to speak can also be emailed to Julie Payne at jpayne@orcutt-schools.net and state that you want to make a public comment. Please indicate what agenda item you would like to speak about. Speakers are allowed a maximum of three (3) minutes to address the Board. The Board will limit any response to public comments to brief statements, referral statements, referral to staff, or referral to a future board meeting.

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.

ADJOURN TO CLOSED SESSION

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

1. Public Employment per Personnel Report.
2. Public Employee Employment/Discipline/Dismissal/Release (4).
3. Conference with labor negotiator Dr. Holly Edds, Superintendent and/or Susan Salucci
 - a. OEA
 - b. CSEA
4. Conference with labor negotiators for unrepresented employees:
 - a. Certificated and Classified Management, and Confidential.
 - b. Agency representative – Superintendent.
 - c. Superintendent. Agency representative – Board of Trustees
5. Student disciplinary/expulsion matters.
6. Conference with Legal Counsel: Anticipated Litigation Pursuant to California Government section 54956.9(d) (2).

RECONVENE TO PUBLIC SESSION 6:30 P.M.

- A. Public Report on Action Taken in Closed Session

- B. Adoption of August 11, 2021 Agenda

Moved _____ Second _____ Vote _____

C. **PUBLIC COMMENT ANNOUNCEMENT**

The Board of Trustees welcomes comments about items appearing or not appearing on tonight's agenda. Audience members wishing to address the Board during the Public Comment segment of the agenda are reminded to fill out a *Request for Public Comment Form*, which can be obtained from Julie Payne and submitted prior to the time the presiding officer calls for Public Comment. Requests to speak can also be emailed to Julie Payne at jpayne@orcutt-schools.net and state that you want to make a

public comment. Please indicate what agenda item you would like to speak about. An item not on the agenda must be addressed during the Public Comment segment of the agenda.

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.

ITEMS SCHEDULED FOR INFORMATION/DISCUSSION

- A. Superintendent's Report
An opportunity for the Superintendent to share matters of special interest or importance that 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. Maintenance, Operations, and Transportation Update
 - 2. Summer Program Update
 - 3. Back to School Plan
- B. Items from the Board
- C. Public Comment
As previously announced, speakers are allowed a maximum of three (3) minutes to address the Board. The Board will limit any response to public comments to brief statements, referral to staff, or referral to a future board meeting.
- D. Written Communication
Documents addressed to or by board members as communications during a Board of Education meeting is defined as letters from parents or community members regarding issues within the jurisdiction of authority of the Board of Education; information or reports from professional organizations, i.e., CSBA, SBCSBA, etc.; letters or reports from other public agencies; letters or reports from legislators; or letters or reports from district schools or staff.

CONSENT AGENDA ITEMS

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

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Board Meeting, June 9, 2021
- E. Minutes, Special Board Meeting, June 16, 2021
- F. Minutes, Special Board Meeting, July 6, 2021
- G. Minutes, Special Board Meeting, August 4, 2021
- H. Cooperative Purchasing Programs
- I. BP 5116.2, Involuntary Student Transfers, for the Second Reading
- J. Innovation Center: Change Order #007
- K. Orcutt Jr. High Administration Building: Change Order #002
- L. Joe Nightingale Administration Building: Change Order #001

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

Moved _____

Second _____

Vote _____

ITEMS SCHEDULED FOR ACTION

A. GENERAL

Informational Presentation

Presentation Regarding the California Voting Rights Act and Map Development Process, Criteria by Lozano Smith and Cooperative Strategies.

Daniel M. McElhinney from Lozano Smith and Justin Rich from Cooperative Strategies, will provide a presentation on the California Voting Rights Act, the map development process, timeline, District demographics, and other pertinent information. This presentation is provided in conjunction to the first Pre-Map Public Hearing, which will be held after this agenda item.

Pre-Map Hearing Item

Public Hearing: First public hearing regarding potential composition of trustee areas prior to drawing of maps, pursuant to Elections Code section 10010, subdivision (a)(1).

The District’s Board of Education is currently elected under an “at-large” election system where trustees are elected by voters of the entire District. Trustees are elected in even-numbered years and serve staggered, four-year terms. On May 9, 2018, the Board adopted Resolution No. 23, “Intent to Initiate Transition from At-Large Elections to By-Trustee Area Elections” to be effective for the 2022 election using 2020 Census data.

The District’s demographers, Cooperative Strategies, LLC, and legal counsel, Daniel M. McElhinney from Lozano Smith, presented information on the process and criteria for drawing the trustee-area boundary maps. Now that the Board and community have received the informative presentation, the Board will hold the first of two statutorily required hearings to received input from the community on the trustee-area map creation process, pursuant to Elections Code section 10010(a)(1).

1. Acceptance of Gift

It is recommended that the Board of Trustees accept this gift of \$100 for Olga Reed Science Camp and request that a letter of acceptance and appreciation be forwarded to the Robert Hatch and William Parker Trust.

Moved _____ Second _____ Vote _____

2. Governance Handbook

It is recommended that the Board of Trustees approve the revisions made to the Governance Handbook, as submitted.

Moved _____ Second _____ Vote _____

3. Board Bylaw 9021 President

It is recommended that the Board of Trustees approve the revisions to Board Bylaws 9021, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

B. BUSINESS SERVICES

1. Ratification of Professional Services Agreement with Project Frog, Inc. to Provide Professional Design Services and Construction Administration of the Orcutt Junior High School Administration Building

It is recommended that the Board of Trustees approve the Agreement with Project Frog, Inc. to Provide Professional Design Services and Construction Administration of the Orcutt Junior High School Administration Building, as submitted.

Moved _____ Second _____ Vote _____

C. EDUCATIONAL SERVICES

PUBLIC HEARING

Public Hearing to consider scope, purpose and other factors related to adoption of independent study policy (Education Code section 51747(a) and (b), 5 C.C.R. section 11701.).

1. Board Policy 6158 Independent Study

It is recommended that the Board of Trustees approve the revision to Board Policy 6158 Independent Study, as submitted.

Moved _____ Second _____ Vote _____

2. First 5 Early Learning Planning Grant

It is recommended that the Board of Trustees approve the First 5 Early Learning Grant, as submitted.

Moved _____ Second _____ Vote _____

3. Approval of Memorandum of Understanding Regarding Interdistrict Transfers between Orcutt Union School District and the Guadalupe Union School District to Fulfill Assembly Bill 130 Independent Study Requirements.

It is recommended that the Board of Trustees approve the Memorandum of Understanding with Guadalupe Union School District, as submitted. This MOU will allow Guadalupe students to attend Orcutt Union’s Independent Study Program. Further, this will allow Guadalupe to partner with Orcutt Union School District to meet the requirements under Assembly Bill 130.

Moved _____ Second _____ Vote _____

D. HUMAN RESOURCES

1. Brandman University Supervised Internship Agreement

It is recommended that the Board of Trustees approve the Brandman University Supervised Internship Agreement for the School Psychology and School Counseling Programs, as submitted.

Moved _____ Second _____ Vote _____

2. 2021-22 Resolution No. 1 Waiver of Credential Authorization (District)

It is recommended that the Board of Trustees adopt 2021-2022 Resolution No. 1 Waiver of Credential Authorization, as submitted.

Moved _____ Second _____ Vote _____

3. 2021-22 Resolution No. 2 Waiver of Credential Authorization (Charter)

It is recommended that the Board of Trustees adopt 2021-2022 Resolution No. 2 Waiver of Credential Authorization, as submitted.

Moved _____ Second _____ Vote _____

GENERAL ANNOUNCEMENTS

A. Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, September 8, 2021, beginning with Closed Session starting at 6:00 PM., Public Session at 6:30 PM in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN TO CLOSED SESSION (If Needed)

A. Public Report on Action Taken in Closed Session

ADJOURN

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

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



Orcutt Union School District

Classified Personnel Action Report

August 11, 2021

TO: Holly Edds, Ed.D.

FROM: Susan Salucci, Assistant Superintendent/Human Resources

RE: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Alvarez, Sydney	Dunlap	Instructional Assistant		Not to exceed 90	\$20.00 per hr.	06/14/2021	Extended School Year
Amenta, Mary Beth	Orcutt JH	Instructional Assistant, 1	12/6	3.5	\$19.93 per hr.	08/01/2021	Change in site
Andrade, Vanessa	Shaw	Instructional Assistant	8/4	3.75	\$16.38 per hr.	08/11/2021	Permanent/Probationary
Arent, Alison	Pine Grove	Instructional Assistant	8/4	3.75	\$16.38 per hr.	08/11/2021	Permanent/Probationary
Arent, Alison	Pine Grove	Instructional Assistant	8/4	3.75	\$1,000 per yr.	08/11/2021	Educational Stipend – Bachelor's
Bailey, Lori	Patterson	Instructional Assistant			\$20.50 per hr.	07/30/2021	Summer Jump Start Program
Bamonte, Camron	Orcutt JH	Instructional Assistant, 2	13/5	6.0	\$19.45 per hr.	08/11/2021	Change in site
Benitez-Rios, Angel	Nightingale	Instructional Assistant	8/2	3.75	\$14.86 per hr.	08/11/2021	Permanent/Probationary
Bise, Jim	Child Nutrition	Child Nutrition Worker	7/3	3.5	\$15.22 per hr.	08/11/2021	Permanent/Probationary
Bonner, Krista	Orcutt JH	Instructional Assistant, 1	12/6	3.75	\$19.93 per hr.	07/12/2021	Retirement
Bougher, Michelle	Dunlap	Instructional Assistant	8/6	3.75	\$18.08 per hr.	08/11/2021	Permanent/Probationary
Bougher, Michelle	Dunlap	Instructional Assistant	8/6	3.75	\$1,000 per yr.	08/11/2021	Educational Stipend – Bachelor's
Butler, Brooke	Lakeview JH	Instructional Assistant, 1	12/6	3.5	\$19.93 per hr.	08/11/2021	Permanent/Probationary
Caudillo-Koekebakker, Eugina	Child Nutrition	Office Assistant, Temporary	15/5		\$20.44 per hr.	07/06/2021	Temporary summer position
Christiansen, Tadd	Child Nutrition	Child Nutrition Transport Worker	11/6	8.0	\$19.44 per hr.	08/02/2021	Permanent/Probationary
Cordero, Jerri	Patterson	Child Nutrition Cook	10/3	2.0	\$16.39 per hr.	07/01/2021	Permanent/Probationary



Orcutt Union School District

Classified Personnel Action Report

August 11, 2021

TO: Holly Edds, Ed.D.

FROM: Susan Salucci, Assistant Superintendent/Human Resources

RE: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Cornejo, Grecia	Pine Grove	Instructional Assistant	8/3	3.75	\$15.59 per hr.	08/11/2021	Permanent/Probationary
Cornejo, Grecia	Pine Grove	Instructional Assistant	8/3	3.75	\$1,000 per hr.	08/11/2021	Educational Stipend – Bachelor's
Cuevas, Allison	Campus Connection	Child Care Assistant	7/3	3.75	\$15.22 per hr.	07/01/2021	Reinstate from layoff
Delgado, Cathy	Child Nutrition	Child Nutrition Worker	7/6	3.0	\$17.61 per hr.	07/19/2021	Resignation
Delgado, Irma	Transportation	Bus Attendant, Substitute	11		\$14.76 per hr.	08/11/2021	Substitute
Duran, Rosie	Lakeview JH/Nightingale	Noon Duty Supervisor	6/6	3.83	\$150.00 per mo.	09/01/2021	Longevity – 15 years
Dwyer, Mary Jane	Human Resources	Administrative Assistant, Confidential	VI	8.0	\$200.00 additional, annually	07/01/2021	Teacher Induction Stipend (increased amount to \$2,000 annually)
Fortin, Amy	Dunlap	Instructional Assistant		Not to exceed 90	\$20.00 per hr.	06/21/2021	Extended School Year
Fuson, Claudia	Dunlap	Instructional Assistant	8/6	3.75	\$18.06 per hr.	08/11/2021	Promotion
Gabalton, Shelley	Patterson	Instructional Assistant, 1	12/4	6.0	\$18.07 per hr.	08/01/2021	Change in site
Gallet, Jane	Nightingale	Instructional Assistant, 1	12/6	6.0	\$19.93 per hr.	08/01/2021	Change in site
Graham-Lemon, Julia	Olga Reed/Orcutt Academy K-8	Instructional	12/3	6.0	\$17.21 per hr.	08/11/2021	Reinstate/change site/increase in hours
Griego, Leslie	Patterson	Instructional Assistant	8/1	3.75	\$14.15 per hr.	08/11/2021	Permanent/Probationary
Griffith, Tania	Dunlap, Shaw and Olga Reed	Community Liaison			\$24.93 per hr.	06/08/2021	Expanded Learning Opportunity
Griffith, Tania	Dunlap, Shaw and Olga Reed	Community Liaison			\$26.18 per hr.	07/01/2021	Expanded Learning Opportunity



Orcutt Union School District

Classified Personnel Action Report

August 11, 2021

TO: Holly Edds, Ed.D.

FROM: Susan Salucci, Assistant Superintendent/Human Resources

RE: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Gustafson, Stephanie	Orcutt JH	Office Assistant	15/6	8.0	\$200.00 per mo.	09/01/2021	Longevity – 25 years
Heaney, Loriann	Child Nutrition	Child Nutrition Clerk	12/6	4.75	\$19.93 per hr.	08/09/2021	Retirement
Henderson, Lisa	Pine Grove	Instructional Assistant, 1	12/6	3.5	\$19.93 per hr.	08/11/2021	Change in site
Hernandez, Juan	Transportation	Bus Driver	18/5	4.0	\$22.01 per hr.	08/01/2021	Permanent/Probationary
Hoffman, Rachel	Patterson	Instructional Assistant	8/3	3.75	\$15.59 per hr.	08/11/2021	Promotion
Hurdle, Audrey	District Office	Receptionist, Substitute	19		\$16.76 per hr.	05/20/2021	Substitute
James, Jaycob	Orcutt JH	Instructional Assistant	12/3	3.5	\$17.21 per hr.	08/11/2021	Change in site
Jeffres, Victoria	Nightingale	Instructional Assistant	8/5	3.75	\$17.20 per hr.	08/11/2021	Permanent/Probationary
Landers, Keirstyn	Patterson	Instructional Assistant	8/1	3.75	\$14.15 per hr.	08/11/2021	Permanent/Probationary
Lara, Alisa	Campus Connection	Child Care Assistant	7/4	3.75	\$15.98 per hr.	07/01/2021	Reinstate from layoff
Lewis, Robin	Dunlap	Instructional Assistant		Not to exceed 90	\$24.91 per hr.	06/14/2021	Extended School Year
Lopez, Lisa	Olga Reed	Office Clerk			\$25.55 per hr.	07/01/2021	Summer Jump Start Program
Lowe, Nedra	Patterson	Instructional Assistant			\$20.00 per hr.	07/30/2021	Summer Jump Start Program
McMann, Kellie	Transportation	Bus Driver	18/6	4.7	\$150.00 per mo.	09/01/2021	Longevity – 15 years
Malicdem, Vivian	Dunlap	Child Nutrition Cook	10/6	3.75	\$18.97 per hr.	07/01/2021	Promotion
Meehan, April	Pine Grove	Media Specialist	15/6	24 per wk.	\$150.00 per mo.	07/01/2021	Longevity – 15 years



Orcutt Union School District

Classified Personnel Action Report

August 11, 2021

TO: Holly Edds, Ed.D.

FROM: Susan Salucci, Assistant Superintendent/Human Resources

RE: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Menezes, Joanna	Campus Connection	Child Care Assistant	7/6	3.75	\$150.00 per mo.	07/01/2021	Longevity – 15 years
Padilla, Vanessa	Nightingale	Instructional Assistant	8/3	3.75	\$15.59 per hr.	08/11/2021	Permanent/Probationary
Padilla, Vanessa	Nightingale	Instructional Assistant	8/3	3.75	\$1,000 per yr.	08/11/2021	Educational Stipend – Bachelor's
Ramos, Irene	Educational Services	Community Liaison	14/4	6.0	\$18.99 per hr.	07/28/2021	Resignation
Rowe, Sky	Child Nutrition	Child Nutrition Transport Worker	11/5	8.0	\$18.51 per hr.	08/07/2021	Resignation
Rubalcava, Maria	Dunlap/Shaw	Licensed Vocational Nurse			\$50.00 per hr.	06/09/2021	Expanded Learning Opportunity
Ruiz, Crystal	Transportation	Bus Attendant	11/5	3.75	\$18.61 per hr.	08/11/2021	Promotion
Santiago, Cynthia	Orcutt JHS	Child Nutrition Worker	7/4	3.0	\$15.98 per hr.	07/01/2021	Increase in hours
Smith, Lanette	Shaw	Instructional Assistant	8/6	3.75	\$18.06 per hr.	08/11/2021	Permanent/Probationary
Stowasser, Natasha	Child Nutrition	Child Nutrition Worker	7/1	2.0	\$14.00 per hr.	08/11/2021	Permanent/Probationary
Stowe, Denise	Shaw	Child Nutrition Cook	10/6	6.0	\$18.97 per hr.	07/01/2021	Change position
Thompson, Shannon	Lakeview JHS	Child Nutrition Cook	10/6	6.25	\$18.97 per hr.	07/01/2021	Change in site
Torres, Christopher	Orcutt Academy HS	Instructional Assistant, 2	12/4	6.0	\$18.07 per hr.	08/11/2021	Change in site
Trefts, Hannah	Dunlap	Instructional Assistant		Not to exceed 90	\$20.00 per hr.	06/21/2021	Extended School Year
Tsamasfyros, Mary Kay	Business Services	Administrative Assistant, Confidential	V	8.0	\$5.690 per mo.	07/19/2021	Permanent/Probationary



Orcutt Union School District

Classified Personnel Action Report

August 11, 2021

TO: Holly Edds, Ed.D.

FROM: Susan Salucci, Assistant Superintendent/Human Resources

RE: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Tsamasyros, Mary Kay	Business Services	Administrative Assistant, Confidential	V	8.0	\$1,000.00 annually, paid monthly	07/19/2021	Educational Stipend – Bachelor's
Uribe, Rachele	Early Learning Center	Instructional Assistant, Preschool	11/6	3.75	\$150.00 per mo.	09/01/2021	Longevity – 15 years
Urquhart, Kristina	Health Services	Licensed Vocational Nurse	27/6	6.0	\$50.00 per mo.	08/01/2021	Professional Growth – 2 increments
Valdez- Alvarado, Jesus	Maintenance	Grounds Maintenance Worker, 1	19/3	8.0	\$3,561.00 per mo.	06/28/2021	Permanent/Probationary
Washington, Valerie	Orcutt JH	Instructional Assistant, 1	12/6	3.5	\$19.93 per hr.	08/01/2021	Change in site
Wilkin, Roxeina	Campus Connection	Child Care Assistant	7/6	2.0	\$125.00 per mo.	09/01/2021	Longevity – 10 years
Zepeda, Martha	Olga Reed/Orcutt Academy K-8	Instructional Assistant			\$22.58 per hr.	07/30/2021	Summer Jump Start Program



Orcutt Union School District

Certificated Personnel Action Report

August 11, 2021

TO: Dr. Holly Edds, Superintendent

FROM: Susan Salucci, Assistant Superintendent / Human Resources

RE: Recommendations for Board Approval and Ratification

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Belanger, Rebecca	Patterson Road	IV-9	\$68,274	2021-22	Completed Units for Movement
Bluem, Kristy	Patterson Road	Hourly	\$25	6/7/21	Professional Development, 6 hrs
Boeken, Kirstin	Pine Grove	Hourly	\$25	6/7/21	Professional Development, 6 hrs
Coburn, Josie	District	Extra Duty	\$40/hr	6/8/21	Payout of Comp Days, 12 hrs
Cornwell, Karen	District	Extra Duty	\$50/hr	6/9-6/11/21	ELO Prep/Training, 13 hrs
Duston, Ann	Orcutt Academy HS	VI-5	\$65,629	2021-22	Probationary
Elwell, Renee	Ralph Dunlap	Hourly	\$25	6/7/21	Professional Development, 6 hrs
Eubanks, Lauren	Orcutt Academy HS	Extra Duty	\$1600	2021-22	AHC Concurrent Courses, 3 sections, 2 semesters
Fichter, Megan	Lakeview JHS	II-9	\$62,229	6/16/21	Resignation
Gilliland, Andrea	Ralph Dunlap	Hourly	\$25	6/7/21	Professional Development, 6 hrs
Graunke, Alissa	Orcutt Academy HS	VI-4	\$63,492	7/20/21	Resignation
Jackson, Nicole	Alice Shaw	IV-8	\$65,399*	2021-22	Temporary, Job Share, 40%
Joseph, Joy	Alice Shaw	Stipend	\$947 \$211	2020-21	Yearbook Advisor Battle of the Books
Karamitsos, Beth	Patterson Road	V-20	\$97,510*	2021-22	Request Reduced Workload
Leach, Veronica	Orcutt Academy K-8	Hourly	\$25	6/1-6/4/21	Long Term Assignment Extra Hours, 8 hrs
Lovell, Stacey	Orcutt Academy K-8	V-16	\$88,235	2021-22	Completed Units for Movement
Mason, Joel	Orcutt Academy HS	Extra Duty	\$1400	2021-22	AHC Concurrent Courses, 2 sections, 2 semesters
McKenzie, Chad	Orcutt Academy HS	VI-18 Stipend	\$96,645* \$3500	2021-22	11 extra days at daily rate for Athletic Director duties Athletic Director

*To be prorated

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Milanesa, Kateri	Pine Grove	VI-2	\$59,431	2021-22	Completed MA program
Miller, Heidi	Orcutt Academy HS	VI-7	\$70,117	2021-22	Completed MA Program
Mussell, Katelyn	Pine Grove	V-3	\$58,650	2021-22	Completed Units for Movement
Nichols-Day, Shannon	Ralph Dunlap	Extra Duty	\$40/hr	6/4/21	Payout of Comp Days, 3 hrs
Ostini, Josh	Orcutt Academy HS & I/S	VI Daily	\$114,794 \$573.97	2021-22	Vice Principal Plus 5 Additional Days
Pugh, Caline	Alice Shaw	Hourly	\$25	6/7/21	Professional Development, 6 hrs
Reyes, Emily	Orcutt JHS	VI-4	\$63,492	2021-22	Completed Units for Movement
Robertson, Sienna	Orcutt JHS	VI-5	\$66,351	2021-22	Probationary
Schmidt, Joseph	Ralph Dunlap	Extra Duty	\$77.42/hr \$619.33/day	7/1/21 6/23-6/24/21	Summer IEP Coverage, 2 hrs Legal Support, 2 days
Shaw, Michael	Orcutt Academy HS	Extra Duty	\$1200	2021-22	AHC Concurrent Courses, 1 section, 2 semesters
Thompson, Linda	District	Daily	\$546.18	7/1-7/9/21	Speech Support, 6 days
Torres, Kiersten	Pine Grove	Hourly	\$25	6/7/21	Professional Development, 6 hrs
Twisselman, Lindsay	Pine Grove	Hourly	\$25	6/7/21	Professional Development, 6 hrs
Tymn, Elizabeth	Pine Grove	Extra Duty	\$40/hr	6/1/21	Payout of Comp Days, 6 hrs
Verch, Greg	Orcutt Academy HS	Extra Duty	\$1600	2021-22	AHC Concurrent Courses, 3 sections, 2 semesters
Winters, Gabriel	District	Hourly	\$50	7/23-8/6/21	Extended Learning Opportunity Summer School, 55 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
June 9, 2021**

CALL TO ORDER

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, June 9, 2021, in the District Board Room, beginning with Melanie Waffle calling Public Session to order at 6:01 p.m. The Pledge of Allegiance was led by Janet Bertoldi. Members Present: Waffle, Steller, Morinini and Phillips. Absent: Henderson. Administrators Present: Edds, Salucci, Bertoldi, Dana and Taylor. The Board Meeting was closed to the Public due to the Covid 19 Pandemic. The Board Meeting was teleconferenced via "Go to Meeting", streamed via "You Tube" and audio recorded.

CLOSED SESSION PUBLIC COMMENTS

No Closed Session Public Comments

ADJOURN TO CLOSED SESSION

It was moved by Liz Phillips seconded by Lisa Morinini and carried to adjourn to Closed Session at 6:02 p.m. Ayes: Waffle, Steller, Morinini and Phillips.

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 7:04 p.m. Melanie Waffle reported that no action was taken in closed session. It was moved by Mark Steller seconded by Lisa Morinini to adopt the June 09, 2021 agenda.

SUPERINTENDENT'S REPORT

Dr. Holly Edds gave an "In-Person Instruction" update/presentation and recognized Janet Bertoldi for her 38 years of service and commitment to the Orcutt Union School District. OEA President, Monique Segura, also recognized Janet Bertoldi's years of service to the school district. Janet Bertoldi gave a "Social Emotional Learning" update/presentation.

PUBLIC COMMENT

Monique Segura, President of the Orcutt Educators Association(OEA) commented that OEA gave out two (2) \$750 scholarships to OAHS students, Alyssa Carrier and Luke Zimmerman. Monique also thanked the Board and Administrators for working together in a collaborative manner.

ITEMS FROM THE BOARD

Liz Phillips commented that it was nice to take part and see all the families at graduation. Lisa Morinini commented that graduation ceremonies were unique and personal and it brought her joy to see everyone participating. She also thanked all staff, parents, and students for a wonderful school year. Mark Steller congratulated students who promoted and graduated. Melanie Waffle stated that she attended our staff development day and received great feedback on this event. The Board congratulated Janet Bertoldi on her retirement and thanked her for all that she has done, and the many hats that she has worn for Orcutt Union School District.

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. OAHS Charter School Hiring of Additional Charter School Coaches for 2020-2021

- C. OAHs Charter School Notice to Board of Certification of Coaches for 2020-2021
- D. Certificated Personnel Action Report
- E. Approval of Warrants
- F. Minutes, Regular Board Meeting Minutes, May 12, 2021
- G. Minutes, Special Board Meeting Minutes May 26, 2021
- H. OAHs Girls CIF Basketball Potential Overnight Trip June 15-June 19, 2021
- I. MOU Between OUSD and Santa Maria Valley Physical Therapy for Athletic Trainer Coverage
- J. Lunch Assist Agreement for 2021-2022
- K. Orcutt Jr. High School Administration Building: Change Order #001
- L. Innovation Center: Change Order #006

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

ACTION AGENDA ITEMS

Gift Acceptance

It was moved by Mark Steller, seconded by Liz Phillips and carried to accept the donation for Pine Grove School, and the Rosie Chaves Memorial Scholarship, as submitted. Ayes: Waffle, Steller, Morinini, and Phillips.

Public Hearing – 2021-2022 Budget Presentation (No Action):

No Comments.

Resolution No. 22, 2021-2022 Fund Balance GASB 54

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve the 2021-2022 Fund Balance GASB 54 Resolution No. 22, as submitted. Ayes: Waffle, Steller, Morinini, and Phillips.

Resolution No. 23 Orcutt Union School District Education Protection Account (EPA) Requirements

It was moved by Lisa Morinini, seconded by Mark Steller, and carried to adopt Resolution No.23, Orcutt Union School District Education Protection Account (EPA), as submitted. Ayes: Waffle, Steller, Morinini and Phillips.

Award Bid for the Exterior Painting of Pine Grove and Patterson Road Elementary Schools

It was moved by Liz Phillips, seconded by Mark Steller and carried to approve the bid for the Exterior Painting of Pine Grove Elementary School and Patterson Road Elementary School to Economos Painting in the amount of \$139,350, as submitted. Ayes: Waffle, Steller, Morinini, and Phillips.

Ratification of RDZ Contractors, Inc. Proposal to Perform Wall Repair and Storm Drain Improvements at Pine Grove Elementary School Upper Parking Lot Wall

It was moved by Lisa Morinini, seconded by Mark Steller and carried to approve the Ratification of RDZ Contractors, Inc. Proposal to Perform Wall Repair and Storm Drain Improvements at the Pine Grove Elementary School Upper Parking Lot Wall, as submitted. Ayes: Waffle, Steller, Morinini, and Phillips.

Public Hearing – Local Control Accountability Plan (LCAP) Presentation (No Action):

No Comments

Board Policy 5116.2 Involuntary Student Transfers

It was moved by Lisa Morinini, seconded by Liz Phillips, and carried to approve the new Board Policy 5116.2 Involuntary Student Transfers for the first reading, as submitted. Ayes: Waffle, Steller, Morinini and Phillips.

Addendum to the Superintendent's Contract

It was moved by Mark Steller seconded by Lisa Morinini, and carried to approve the addendum to the Superintendent's Contract, as submitted. Ayes: Waffle, Steller, Morinini and Phillips.

Public Hearing – Initial Collective Bargaining Proposal with Orcutt Educators Association (OEA) for the 2021-2022

No Comment

Adopt the District's Initial Collective Bargaining Proposal with Orcutt Educators Association (OEA) for the 2021-2022 School Year

It was moved by Liz Phillips, seconded by Lisa Morinini, and carried to adopt the District's Initial Collective Bargaining Proposal with Orcutt Educators Association for the 2021-2022 school year, as submitted. Ayes: Waffle, Steller, Morinini and Phillips.

Accept 2021-2022 Initial Collective Bargaining Proposal from Orcutt Educators Association (OEA)

It was moved by Liz Phillips, seconded by Lisa Morinini, and carried to accept the initial proposal for negotiations for the 2021-2022 school year from Orcutt Educators Association (OEA), as submitted. Ayes: Waffle, Steller, Morinini and Phillips.

Public Hearing – Initial Collective Bargaining Proposal with California School Employee Association (CSEA) Orcutt Chapter #255 for 2021-2022

No Comment

Adopt the District's Initial Collective Bargaining Proposal with the California School Employees Association (CSEA) Orcutt Chapter #255 for 2021-2022 School Year

It was moved by Liz Phillips, seconded by Lisa Morinini, and carried to approve adopt the District's initial proposal for negotiations with California School Employee Association Orcutt Chapter #255 for the 2021-2022 school year, as submitted. Ayes: Waffle, Steller, Morinini and Phillips.

Accept 2021-2022 Initial Collective Bargaining Proposal from California School Employee Association (CSEA) Orcutt Chapter #255

It was moved by Mark Steller, seconded by Lisa Morinini, and carried to accept the initial proposal for negotiations for the 2021-2022 school year from California School Employee Association Orcutt Chapter #255, as submitted. Ayes: Waffle, Steller, Morinini and Phillips.

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, August 11, 2021, with Closed Session starting at 6:00 p.m., Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN TO CLOSED SESSION

It was moved by Lisa Morinini seconded by Liz Phillips and carried to adjourn to Closed Session at 8:17 p.m. Ayes: Waffle, Steller, Morinini and Phillips.

RECONVENE TO PUBLIC SESSION AND ADJOURN MEETING

The meeting reconvened to Public Session at 9:12 PM. Melanie Waffle reported that no action was taken in closed session. It was moved by Mark Steller seconded by Melanie Waffle to adjourn the meeting at 9:12 PM

Holly Edds, Ed.D., Board Secretary

Mark Steller, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MEETING MINUTES
June 16, 2021**

CALL TO ORDER

A Special Board meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, June 16, 2021, in the District Board Room, beginning with Melanie Waffle calling Public Session to order at 6:00 p.m. Lisa Morinini led the Pledge of Allegiance. Members Present: Waffle, Steller, Henderson, Morinini and Phillips. Administrators Present: Edds, Salucci, Bertoldi, Dana and Taylor. It was moved by Shaun Henderson seconded by Mark Steller and carried to adopt the June 16, 2021, agenda, as presented. The Special Board Meeting was closed to the Public due to the Covid 19 Pandemic. The Board Meeting was teleconferenced via "Go to Meeting"

PUBLIC COMMENTS

No Public Session Comments

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Consolidated Application for Funding

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

ACTION AGENDA ITEMS

2021-2022 Adopted District Budget

It was moved by Shaun Henderson, seconded by Lisa Morinini and carried to approve the 2021-2022 Adopted District Budget, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips

Resolution No. 21 Commit and Uncommit the General Fund Balance

It was moved by Liz Phillips, seconded by Shaun Henderson and carried to approve Resolution No. 21 Commit and Uncommit the General Fund Balance, as submitted. Ayes: Waffle, Steller, Henderson, Morinini and Phillips.

Cooperative Purchasing Agreement for Playground Equipment at Alice Shaw Elementary School

It was moved by Lisa Morinini, seconded by Shaun Henderson and carried to approve the Cooperative Purchasing Agreement for Playground Equipment at Alice Shaw Elementary School via Landscape Structures in the amount of \$251,062, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Local Control Accountability Plan (LCAP) Orcutt Union School District

It was moved by Shaun Henderson, seconded by Liz Phillips and carried to approve the 2021-2024 Local Control Accountability Plan (LCAP) as submitted. Ayes: Waffle, Steller, Henderson, Morinini and Phillips.

Local Control Accountability Plan (LCAP) Orcutt Academy Charter School

It was moved by Shaun Henderson, seconded by Lisa Morinini and carried to approve the 2021-2024 Orcutt Academy Charter School Local Control Accountability Plan (LCAP), as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Approval of New Economics Textbooks for Orcutt Academy High School

It was moved by Mark Steller, seconded by Lisa Morinini and carried to adopt *Economics: Principles in Action (California Edition)* as the text for Orcutt Academy High School Economics course, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, August 11, 2021, with Closed Session starting at 6:00 p.m., Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN MEETING

It was moved by Liz Philips, seconded by Lisa Morinini and carried to adjourn the meeting at 6:12 p.m. Ayes: Waffle, Steller, Henderson, Morinini and Phillips.

Holly Edds, Ed.D., Board Secretary

Mark Steller, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MEETING
Open Session 11:00 AM
Tuesday, July 6, 2021**

CALL TO ORDER

A Special Board meeting of the Board of Trustees of the Orcutt Union School District was held on Tuesday, July 6, 2021, beginning with Melanie Waffle calling Public Session to order at 11:02 a.m. Shaun Henderson led the Pledge of Allegiance. Members Present: Waffle, Steller, Henderson, Morinini, and Phillips. Administrators: Edds. It was moved by Liz Phillips seconded by Shaun Henderson and carried to adopt the July 6, 2021, agenda, as presented. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

PUBLIC COMMENTS

None

BOARD/SUPERINTENDENT GOVERNANCE BOARD RETREAT

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, August 11, 2021, with Closed Session beginning at 6:00 p.m. followed by Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN MEETING

It was moved by Mark Steller seconded by Liz Phillips to adjourn the meeting at 2:34 p.m.

Holly Edds, Ed.D., Board Secretary

Mark Steller, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MEETING MINUTES
August 4, 2021**

CALL TO ORDER

A Special Board meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, August 4, 2021, beginning with Melanie Waffle calling Public Session to order at 4 PM. Mark Steller led the Pledge of Allegiance. Members Present: Waffle, Steller, Henderson, and Morinini. Administrators: Edds, Salucci, Taylor, and Dana. It was moved by Mark Steller seconded by Lisa Morinini and carried to adopt the August 4, 2021, agenda, as presented. Ayes: Waffle, Steller, Henderson, and Morinini.

PUBLIC COMMENTS

None

ACTION AGENDA ITEMS

Board Policy 6158 Independent Study

It was moved by Mark Steller, seconded by Lisa Morinini and carried to approve update Board Policy 6158 Independent Study for the first reading, as submitted. Ayes: Waffle, Steller, Henderson, and Morinini.

FACILITIES TOUR

Staff and Board Members traveled to Joe Nightingale Elementary School, Orcutt Junior High School, and the Innovation Center to tour facility improvements.

CLOSED SESSION PUBLIC COMMENTS

None

ADJOURN TO CLOSED SESSION

It was moved by Shaun Henderson seconded by Mark Steller and carried to adjourn to Closed Session at 5:17 PM. Ayes: Waffle, Steller, Henderson, Morinini and Phillips.

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 6:10 PM. Melanie Waffle reported that no action was taken in closed session.

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, August 11, 2021, with Closed Session beginning at 6:00 p.m. followed by Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN MEETING

It was moved by Mark Steller seconded by Lisa Morinini to adjourn the meeting at 6:11 PM. Ayes: Waffle, Steller, Henderson, Morinini and Phillips.

Holly Edds, Ed.D., Board Secretary

Mark Steller, Clerk, Board of Trustees



BUSINESS SERVICES MEMORANDUM

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

FROM: Nick Taylor, Ed.D.
Assistant Superintendent, Business Services

BOARD MEETING DATE: August 11, 2021

BOARD AGENDA ITEM: Cooperative Purchasing Programs

BACKGROUND: Orcutt Union School District utilizes cooperative/leveraged purchasing contracts and/or groups to secure bulk or discounted rates for purchases as outlined in Board Policy and Administrative Regulation 3300 and 3311. Purchases through these types of agencies save taxpayer dollars on items such as furniture, technology, supplies, vehicles, equipment, building supplies, etc. There are no member fees with the agencies listed below. Upon approval, the agency membership listed will be in effect for the remainder of the 2021-22 school year.

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

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

FUNDING: N/A

INVOLUNTARY STUDENT TRANSFERS

The Governing Board desires to enroll students in the school of their choice, but recognizes that circumstances sometimes necessitate the involuntary transfer of some students to another school or program in the district. The Superintendent or designee shall develop procedures to facilitate the transition of such students into their new school of enrollment.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5116.1 - Intradistrict Open Enrollment)

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

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

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

As applicable, when determining the best placement for a student who is subject to involuntary transfer, the Superintendent or designee shall review all educational options for which the student is eligible, the student's academic progress and needs, the enrollment capacity at district schools, and the availability of support services and other resources.

Whenever a student is involuntarily transferred, the Superintendent or designee shall provide timely written notification to the student and his/her parent/guardian and an opportunity for the student and parent/guardian to meet with the Superintendent or designee to discuss the transfer.

Students Convicted of Violent Felony or Misdemeanor

A student may be transferred to another district school if he/she is convicted of a violent felony, as defined in Penal Code 667.5(c), or a misdemeanor listed in Penal Code 29805 and is enrolled at the same school as the victim of the crime for which he/she was convicted. (Education Code 48929)

Before transferring such a student, the Superintendent or designee shall attempt to resolve the conflict using restorative justice, counseling, or other such services. He/she shall also notify the student and his/her parents/guardians of the right to request a meeting with the principal or designee. (Education Code 48929)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6164.2 - Guidance and Counseling Services)

Participation of the victim in any conflict resolution program shall be voluntary, and he/she shall not be subjected to any disciplinary action for his/her refusal to participate in conflict resolution.

The principal or designee shall confer with the Superintendent or designee to determine whether or not the student should be transferred. If the Superintendent or designee

INVOLUNTARY STUDENT TRANSFERS

determines that a transfer would be in the best interest of the students involved, he/she shall submit such recommendation to the Board for approval. If it is determined that it would be in the best interest of the students involved, for the student to remain at the school, a plan will be developed, implemented and monitored by the Superintendent or designee and the principal.

The Board shall deliberate in closed session to maintain the confidentiality of student information, unless the parent/guardian or adult student submits a written request that the matter be addressed in open session and doing so would not violate the privacy rights of any other student. The Board's decision shall be final.

(cf. 9321 - Closed Session Purposes and Agendas)

The decision to transfer a student shall be subject to periodic review by the Superintendent or designee.

The Superintendent or designee shall annually notify parents/guardians of the district's policy authorizing the transfer of a student pursuant to Education Code 48929. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

Other Involuntary Transfers

Students may be involuntarily transferred under either of the following circumstances:

1. If a high school student commits an act enumerated in Education Code 48900 or is habitually truant or irregular in school attendance, he/she may be transferred to a continuation school. (Education Code 48432.5)

(cf. 6184 - Continuation Education)

2. If a student is expelled from school for any reason, is probation-referred pursuant to Welfare and Institutions Code 300 or 602, or is referred by a school attendance review board or another formal district process, he/she may be transferred to a community day school. (Education Code 48662)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6185 - Community Day School)

Legal Reference:

EDUCATION CODE

35146 Closed sessions; student matters

48430-48438 Continuation classes, especially:

48432.5 Involuntary transfer to continuation school

48660-48666 Community day schools, especially:

INVOLUNTARY STUDENT TRANSFERS

48662 Involuntary transfer to community day school

48900 Grounds for suspension and expulsion

48929 Transfer of student convicted of violent felony or misdemeanor

48980 Notice at beginning of term

PENAL CODE

667.5 Violent felony, definition

29805 Misdemeanors involving firearms

WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction

602 Minors violating laws defining crime; ward of court

Management Resources:

WEB SITES

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

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

Policy Adopted: 08/11/21

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



BUSINESS SERVICES MEMORANDUM

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

FROM: Nick Taylor, Ed.D
Assistant Superintendent, Business Services

BOARD MEETING DATE: August 11, 2021

BOARD AGENDA ITEM: Construction Change Order- Quincon for the Innovation Center

BACKGROUND: Attached is change order request #007 from Quincon in the amount of \$35,628.00 for the Innovation Center. The change order is related to some or all of the following reasons; unforeseen conditions during construction, design issue, or owner requested change.

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

RECOMMENDATION: Staff recommends the Board of Trustees approve the change order for Quincon for \$35,628.00, as submitted.

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

CHANGE ORDER

Distribution:

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

Project:
OUSD Innovation Center
Orcutt Union School District
 500 Dyer Street
 Orcutt, CA 93455

Change Order Number: **7**

Date: **8/5/2021**

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

Contract Date: **3/20/2020**

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

The original Contract Sum was	\$	3,355,335.00
The net change by previously authorized Change Orders	\$	453,385.18
The Contract Sum prior to this Change Order was	\$	3,808,720.18
The Contract Sum will be Increased by this new Change Order in the amount of	\$	35,628.00
The new Contract Sum including this Change Order will be	\$	3,844,348.18
The Contract Time will be (increased) (decreased) (unchanged) by -147- days.		
The date of Substantial Completion as of the date of this Change Order therefore is		8/6/2021

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

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

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

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

DATE DATE DATE DATE DATE

CHANGE ORDER 07- Summary Sheet

Item #	Title	PCO#	PCO Description	Final Price
1	Re-Route Panel M (Temporary Power)	9	Design Issue – RFI #006 - Sheet E5.0 calls for disconnection and removal of DSB-E located in Pump Shed. DSB-E services Panel M located in Maintenance Shop, Panel M was not shown on the bid drawings. Cost includes providing temporary power feed from Gymnasium Panel to Panel M to maintain service during construction. Intercept 2” underground feed to panel M and reroute to Panel DS.	\$4,854.00
2	Electrical Re-Routing to Panel SN, K & L	11	Design Issue – RFI #016 – The contract drawings did not adequately represent the electrical switchboard located in the existing pump shed the Innovation Center site. During the excavation phase of the project, it was discovered that several electrical panels were being fed from the DSB-E within the existing pump room. When the pump room and pump were disconnected, the power to panels M, SN, K & L all lost their power feed. The costs associated with change includes added labor, equipment and material to trench and re-route the permanent feeds to electrical panels SN, K & L.	\$22,237.97
3	Permanent Irrigation Line	16	Design Issue – RFI #007 – The contract drawings did not adequately show all of the existing water and irrigation lines running through the site. During the site clearing and grading phase, the contractor located a domestic water line running into the over-excavation zone of the new building that feeds the south end of the OJHS campus. The costs associated with this change includes added labor, equipment and materials to permanently re-route the domestic water fine that feeds the irrigation system at south end of the OJHS campus.	\$7,640.00
4	Added Post Caps at Beams	28	Design Issue – RFI #049 – The post to structural laminated beam connection was not adequately detailed within the bid documents. Per the structural engineer’s direction, the contractor installed “Simpson” CC Post caps at each condition where wood posts intersect with the glue laminated beams. The costs associated with this change includes added labor and material to install (21) Simpson beam caps per the structural engineer’s RFI #49 response.	\$3,977.00
5	Hufcor Design Calculations	32	Design Issue – During the framing stages of construction, the IOR had raised the concern regarding the bracing of the Hufcor partition system at the training rooms. After further review between the IOR and DSA, it was determined that additional bracing to the partition system were necessary due to the concerns of excessive twisting of the top chords of partition support system. The costs associated with this change includes added engineering by the partition manufacturer to satisfy DSA’s concerns of the partition support system. (3) Shop drawing revisions were required before DSA approved of the final design.	\$5,874.00
2	Bike Rack Credit	39	Owner Requested – The lead time for originally specified stainless steel bike racks were found to be longer than anticipated, so the District had elected to proceed with installing a more readily available and lower cost powder coated bike rack system. The costs associated with this change includes a credit to the district for the difference in cost between the two bike rack systems.	-\$2,900.57
6	Permanent Electrical Panel Feed to Panel M	44	Design Issue – Refer to PCOs 9 & 11 - RFI #006 - Sheet E5.0 calls for disconnection and removal of DSB-E located in Pump Shed. DSB-E services Panel M located in Maintenance Shop, Panel M was not shown on the bid drawings. Cost includes providing permanent power feed from Gymnasium Panel to Panel M to return permanent service to Panel M. The costs associated with this change includes added labor and materials to intercept the 2” temporary feed to panel M and reroute to Panel DS.	\$2,697.00

7	Low Voltage Pathway & Restroom Partition Bracing	45	<ul style="list-style-type: none"> • Unforeseen Condition/Design Issue – During the OJHS and OAHS low voltage campus upgrade work, the communications pathway in between communication pedestal #1 (PED-1) and pre-school classrooms was found to be obstructed. With no other way of getting the new low voltage fiber to the pre-school classrooms, a new pathway was trenched to the east of the pre-school classrooms, then surface mounted into the classroom ceiling space. The costs associated with this change includes added labor, equipment and material to trench, install (2) 3” conduits, and terminate the new conduits at the pre-school classroom ceiling space. A contract time extension of 147 days is being granted to capture the added time needed to complete the Low Voltage campus upgrades over the summer of 2021. • Design Issue - Per the request of the IOR, additional overhead bracing is to be installed on the partitions at both restrooms. The partitions are installed as specified but are observed to have excessive movement at the top of the partition panels. The costs associated with this change includes added labor and materials to provide additional overhead bracing at both restroom partition assemblies. 	\$15,968.85
7	Back-Charge #1: Food Loss Due to Outage by Contractor	B/C #1	Contractor Damage – During the installation of the re-routed domestic water line (refer to PCO 016), the weight of contractor’s excavation equipment significantly damaged the permanent power feeds to the south side of the OJHS campus. The power to the cafeteria coolers and freezers were affected and the food contained in those units were discarded due to the unit temperatures exceeding safe storage temperatures. The costs associated with this back-charge to the contractor includes the cost incurred by the District to replace the food thrown away due to food safety concerns.	-\$22,564.00
8	Back-Charge #2: Water Tank Base Plate Inspection Rejections	B/C #2	Contractor Inspections – The contract drawings call for the fastening of the large water tank to the slab below occurring at the north end of the new Innovation Center using 8 large steel plates. Due to coordination issues on behalf of the contractor, (3) of the required shop inspections of the steel brackets were deemed non-compliant. The costs associated with this back-charge includes the cost for failed inspections that is incurred by the District.	-\$2,156.25
Total Change Order Amount				\$35,628.00



BUSINESS SERVICES MEMORANDUM

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

FROM: Nick Taylor, Ed.D
Assistant Superintendent, Business Services

BOARD MEETING DATE: August 11, 2021

BOARD AGENDA ITEM: Construction Change Order- RDZ for the Orcutt Jr. High Administration Building.

BACKGROUND: Attached is change order request #002 from RDZ in the amount of \$137,481.33 for the Orcutt Jr. High Administration Building. The change order is related to some or all of the following reasons; unforeseen conditions during construction, design issue, or owner requested change.

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

RECOMMENDATION: Staff recommends the Board of Trustees approve the change order for RDZ Industries for \$137,481.33, as submitted.

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

CHANGE ORDER

Distribution:

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

Project:
Orcutt Junior High School - Administration Building
Orcutt Union School District
 500 Dyer Street
 Orcutt, CA 93455

Change Order Number: **2**

Date: **8/5/2021**

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

Contract Date: **2/25/2021**

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

The original Contract Sum was	\$	2,442,931.00
The net change by previously authorized Change Orders	\$	6,081.31
The Contract Sum prior to this Change Order was	\$	2,449,012.31
The Contract Sum will be Increased by this new Change Order in the amount of	\$	137,481.33
The new Contract Sum including this Change Order will be	\$	2,586,493.64
The Contract Time will be (increased) (decreased) (unchanged) by -0- days.		
The date of Substantial Completion as of the date of this Change Order therefore is		Unchanged

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

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

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

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

DATE DATE DATE DATE DATE

CHANGE ORDER 02- Summary Sheet

Item #	Title	PCO#	PCO Description	Final Price
1	Added Storm Water Drainage & Drywell	8	Owner Requested – Cost Request Bulletin #1 & RFI #20 – Upon review of the existing site to the east of the new building, it was determined that the storm drainage in that vicinity was not adequate to handle significant rainfall. This change includes added labor and materials to install (2) additional drainage inlets and storm drain piping within the landscaped areas as specified in Cost Request Bulletin #1 to diver any excessive storm water away from the school site.	\$18,333.38
2	Parking Lot Unsuitable Soil Remediation	9	Unforeseen Condition – The bid documents originally called for native soils to be used as most of the subgrade of the new parking lot to the west of the new administration building. During the excavation of the parking lot pad, the IOR and soils engineer determined that the water content of the soil was too moist and too silty to meet the required 95% soil compaction. Upon further review with the project engineers, the contractor was directed to import class II aggregate base to build a stable pad for the future parking lot. One layer of geo-grid was also installed to mitigate movement of the class II base during compaction of the pad. The costs for this change includes added labor, equipment and materials to install 15.5” of class II aggregate base (1700 tons), (1) layer of geo-grid and exporting of the native soils that were removed from the parking lot pad excavation.	\$75,922.71
3	Site Concrete Wall Credit, Added Fencing/Mow-Strip/Landscaping	16	Owner Requested – RFI #35 – Upon further review of the site layout to the north of the new parking lot, the District had determined that the proposed retaining wall would not be needed at that location due to the existing library building being removed from the site prior to the construction work starting. In-lieu of the concrete wall/fencing assembly, the District requested about 110 lineal feet of 6’ tall decorative fencing to be placed at that location instead. The existing concrete sidewalk at the former library location was also demolished per the direction of the District as it was in-disrepair and served no function to staff or students. The costs for this change includes a credit to the district for the concrete wall scope, added labor, equipment and material to install 110 lineal feet of 6’ tall decorative fencing, demolition of the existing unused concrete sidewalk and added irrigation/landscaping (to cover the area of the removed concrete sidewalk).	\$12,936.62
4	Extend 5” Conduit & Added Vault for Future	17	Owner Requested – RFI #06 - In an effort to provide the district with the ability for future campus expansion to the north of the new administration building site, a high voltage electrical pathway was established using an existing 5” conduit that was discovered running parallel to the 5” conduit that was shown feeding the new administration building at the south side of the new parking lot. The costs associated with this change includes added labor, equipment and material to trench and install a 5” conduit from the existing location to a new electrical vault at the north side of the parking lot.	\$18,954.91
5	ADA Site Entrance Walkway Replacement	18	Owner Requested/Design Issue –RFI #49 – The concrete sidewalk at the Orcutt Junior High School Entrance (east of existing parking lot) was shown to remain in the bid documents but was determined to not be ADA-compliant after further review. Per the IOR’s recommendation, the contractor was directed to remove and replace the sidewalk with an 8’ wide sidewalk. The costs associated with this change includes added labor, equipment and material to remove and replace the entrance sidewalk to meet ADA requirements.	\$11,333.71
Total Change Order Amount				\$137,481.33



BUSINESS SERVICES MEMORANDUM

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

FROM: Nick Taylor, Ed.D
Assistant Superintendent, Business Services

BOARD MEETING DATE: August 11, 2021

BOARD AGENDA ITEM: Construction Change Order- PreCon Industries for the Joe Nightingale Administration Building.

BACKGROUND: Attached is change order request #001 from PreCon Industries in the amount of \$81,831.64 for the Joe Nightingale Administration Building. The change order is related to some or all of the following reasons; unforeseen conditions during construction, design issue, or owner requested change.

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

RECOMMENDATION: Staff recommends the Board of Trustees approve the change order for PreCon Industries for \$81,831.64, as submitted.

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

CHANGE ORDER

Distribution:

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

Project:
Joe Nightingale ES - Phase II Renovation - Administration Bldg.
Orcutt Union School District
 500 Dyer Street
 Orcutt, CA 93455

Change Order Number: **1**

Date: **8/5/2021**

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

Contract Date: **4/27/2021**

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

The original Contract Sum was	\$	1,793,500.00
The net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	1,793,500.00
The Contract Sum will be Increased by this new Change Order in the amount of	\$	81,831.64
The new Contract Sum including this Change Order will be	\$	1,875,331.64
The Contract Time will be (increased) (decreased) (unchanged) by -0- days.		
The date of Substantial Completion as of the date of this Change Order therefore is		Unchanged

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

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

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

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

DATE DATE DATE DATE DATE

CHANGE ORDER 01- Summary Sheet

Item #	Title	PCO#	PCO Description	Final Price
1	Increase Ceiling Height	6	Owner Requested - Cost Request Bulletin #1 – After review of the existing structure post-interior demolition, it was determined that the ceiling in (7) rooms could be raised 10.” The costs associated with this change includes revising the tackboard material sheet size at (7) rooms from 8’x4’ sheets to 9’x4’ sheets to compensate for the change in ceiling elevation.	\$2,365.84
2	FA for Existing Portables to Remain	9	Owner Requested – RFI #014 – The bid documents originally called for (2) portable classrooms to be removed from the site. Shortly after the contract work started, the District notified the project team that the (2) classrooms would be needed for the following fall term. Since the (2) classrooms were being retained by the District, the room fire alarm devices would also need to be upgraded to satisfy the campus fire alarm upgrade requirements occurring under this contract. The costs associated with this change includes a credit to the district for removal of the (2) portables, additional labor and materials to upgrade the fire alarm systems in both rooms.	-\$1,397.66
3	Roof Drain Tie-In & Corridor Concrete R&R	10	Owner Requested/Design Improvement - Cost Request Bulletin #3 – The original bid documents called for the roof downspouts to terminate above the sidewalk and surface drain to a near-by drainage inlet. Upon further review of the corridor concrete sidewalk up against the new administration building where the demolished planters resided, it was determined that the sidewalk should be removed and replaced along the length of the building within the corridor area. The removal of the concrete sidewalk provided the opportunity to tie-in the roof drains into the near-by storm drainage system. The costs associated with this change includes added labor, equipment and materials to demolish and replace about 600 square feet of concrete sidewalk, and tie-in of the roof drains on the west side of the building to the underground storm drainage system.	\$24,134.99
4	Reconfigure Hardscape at Sycamore	11	Owner Requested/Design Issue – Cost Request Bulletin #2 - During the site demolition phase, the large sycamore tree shown to be removed at the south side of the new play box was left in place per the request of the District. Since the tree occurred in the middle of newly proposed concrete flatwork, a new planter was implemented to incorporate the large tree into the design, which includes a curb wall around the tree to mitigate future root damage to the surround concrete flatwork. The costs associated with this change includes a credit for the tree removal, additional labor and material to remove the surface roots of the tree and provide a deepened curb to act as a root barrier.	\$2,473.70
5	Added Concrete Curb	14	Owner Requested – RFI #25 - The original bid documents calls for new fencing along Winter Road behind the new kindergarten classrooms. Per the District’s request, the redwood header board was removed and replaced by an 8” wide curb to retain the existing decomposed granite in that area. The new fencing is to occur on top of the new curb, to provide a total barrier height of 6’ from the adjacent concrete sidewalk. The costs associated with this change includes added labor, equipment and materials to demolish the existing header board, provide 223 lineal feet of 8” concrete curb and regrading of affected area behind the kindergarten classrooms.	\$31,077.31
6	Added Fire Alarm – MPR	16	Design Issue – RFI #29 – The original bid documents did not correctly depict the existing fire alarm system occurring at the Multi-Purpose Room. The costs associated with this change includes added labor and materials for revising the device layout at the Multi-Purpose Room per the AOR’s RFI #29 response to meet DSA fire alarm requirements.	\$4,309.70

7	Added Water Heater	17	Design Issue – RFI #31 – During the plumbing rough-in, the plumbing contractor brought up the concern that the piping distance from the water heater to the sink in room 202 was excessive and may not retain the heat well due to the distance of the run. After further review by the project designers, it was determined that an additional water heater would be needed to satisfy the water heating requirements at the nurse’s station. The costs associated with this change includes added labor and material to implement an additional water heater in room 202.	\$2,928.11
8	Decorative Fencing Revisions	19	Design Issue/Existing Condition – Clarification #5 -The bid documents call for (1) modified footing at the framed columns occurring at the existing wood posts at the school entrance. After further review, it was determined that an additional modified footing would be required at the other existing wood post that is to be framed into a column. The costs associated with this change includes added labor, equipment and materials to demolish the existing concrete and to provide a fortified footing for the forthcoming framed column supporting the east side of the entrance double gate assembly.	\$7,643.59
9	Demo Concrete Pad at North End	21	Owner Requested – The bid documents do not address the landscaped area to the north of the administration building. After removal of the storage shed occurring in the north landscaped area, an old concrete slab was discovered. Per the District request, the concrete slab was demolished and removed from the site. The costs associated with this change includes added labor and equipment to demolish and haul off of the existing concrete slab.	\$2,030.96
10	Concrete Sidewalk Gate Entrance at Winter Road	22	Owner Requested – After review of the existing sidewalk, fencing and access gate that occurs off of Winter Road, it was determined by the IOR and District that the sidewalk should be replaced to avoid potential accessibility issues. The costs associated with this change includes added labor, equipment and materials to remove and replace 170 square feet of concrete sidewalk at the gate area.	\$6,265.10
Total Change Order Amount				\$ 81,831.64



ORCUTT UNION SCHOOL DISTRICT

REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Olga Reed Date: 7/1/21

DONOR: Name: Robert Hatch and William Parker Trust
Address: 741 Via Vista Verde
Phone No. 805=598-9100

GIFT: Item Donated _____ or Cash Donation \$ 100.00
(Fill in if money is donated)

Designated for: The Science Camp Fund

General Description: _____

Model No.: _____ Condition: New Used

Value (estimated): _____

Purpose of Gift: The gift is to help offset the cost of tuition and transportation for the Olga Reed Science Camp trip to Catalina Island.

Will gift be purchased through Business Services Office? Yes No

Donor Conditions of Acceptance: _____

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

A. Will gift require installation? Yes No

B. What type of installation is required? _____

C. Will donor pay installation costs? Yes No

D. Will there be operating costs?
If yes, what type? _____

Acceptance Requested By (OUSD Staff Member): Kathleen Stevenson

Acceptance Approved By (Administrator): *Josephina*

RECOMMENDATIONS: Principal or District Representative _____

BOARD ACTION: Date Accepted: _____ Date Denied: _____

Please submit request to the Superintendent's Office.

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



Orcutt Union School District Governance Handbook

November 4, 2020 July 6, 2021

Board of Trustees

Melanie Waffle, ~~Clerk~~ **President**

Mark Steller, ~~Member~~ **Clerk**

Liz Phillips, ~~President~~ **Member**

Shaun Henderson, Member

Lisa Morinini, Member

Superintendent

Holly Edds

EFFECTIVE GOVERNANCE

Unity of Purpose, Roles, Responsibilities, Norms and Protocols

*This document reflects the governance team's work on the creation of a framework for effective governance. This process involves **ongoing** discussions and agreements about unity of purpose, roles, norms and protocols that enable the governance team to continue to perform its responsibilities in a way that best benefits all children.*

On August 7, 2020, Orcutt Union School District Board of Trustees and Superintendent participated in workshops on Effective Governance. This document reflects the governance team’s discussions about developing and sustaining a framework for effective governance and includes highlights of their conversation about unity of purpose, roles, norms and protocols that enable the governance team to continue to perform its responsibilities in a way that best serves all students.

TABLE OF CONTENTS

UNITY OF PURPOSE

A Strong Governance Team Is One That.....	2
Why We Chose to Serve on This Governance Team	2
What We Are Most Proud of About Our District.....	3
What We Hope to Accomplish as a Team.....	3
Mission Statement, Vision and Goals.....	4

ROLES AND RESPONSIBILITIES

A Discussion of Roles.....	5
The Board’s Responsibilities	5

POSITIVE GOVERNANCE TEAM CULTURE

Norms	7
Meeting Guidelines.....	8

SUPPORTIVE STRUCTURES AND PROCESSES (Protocols)

Protocols	9
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GOVERNANCE AGREEMENTS SIGNATURE PAGE.....14

UNITY OF PURPOSE

Unity of purpose is the common focus, overarching goals, and the core values, beliefs and principles governing body members share in common about children, the district and public education

UNITY OF PURPOSE

We Believe that a Strong Governance Team is One...

- Where Team member's respects each other and the team, as a whole.
- In which every team member is committed to his/her role and to working as a team.
- Where everyone comes to meetings prepared and pays attention to the agenda.
- In which folks work as a team while allowing for individual perspectives.
- Where everyone keeps their focus on our vision and the purpose of the district.
- That provides leadership and works toward common goals.

UNITY OF PURPOSE

I Chose to Serve on this Governance Team, Because...

- I believe in service above self.
 - Of the importance of educating youth
 - I wanted to give back to the community and district and continue to see our award winning district continue to go down the same path.
 - I love the School District and have always been a part of it.
 - We all have equity in the game.
 - I believe that my background and life experiences are of benefit to the District.
 - Kids come first!
-

UNITY OF PURPOSE

What We Are Most Proud of About this District and Want to Preserve:

- That we are kid focused, our family atmosphere and collaborative decision making
- Our strong communication
- That we provide a strong academic program for our students in a safe, nurturing environment.
- Strong, respectful leadership that has been built year after year
- Strong messaging – We promote the culture of the district and make it desirable for families and teachers to be here.
- The Board is visible and approachable which leads to a family environment.
- We do well with interventions for students who need extra help.
- District change is minimal in comparison to other districts.
- Strong social media
- Our technology
- 21st Century classrooms
- Coming together as a team that puts kids first and communicates that message.
- Kids come first – we provide good stewardship even during bad times.
- The success of our charter schools
- What has been done with the budget - Flexibility with the money that we had.
- Advancement of learning opportunities
- Maintaining high expectations for all – we expect students to meet those high expectation and educators to teach high expectations.

UNITY OF PURPOSE

What We Hope to Accomplish as a Team...

- Being a team.
- Continuing to advance technology
- Having the district and community become more involved with each other.
- Staying focused on our goals and continuing the excellence
- Maintaining the focus on putting children first; focusing on programs that help them prepare for their future – addressing the ‘whole child.’”
- Appreciating and supporting the staff
- Transparency and stability

Our Mission

Students at Orcutt Union School District come first. Our mission is to safely nurture, educate, inspire, and empower our students to successfully navigate and thrive in an ever changing world.

Our Vision

As the heart of the communities we serve, the Orcutt Union School District will foster high levels of student success through multiple pathways of learning. By offering a world-class education, our district will lead the way in innovation and creativity, and will be known for its caring, collaborative, and inclusive culture.

Our Goals

High Quality Instruction

We will provide and support engaging, high quality instruction, which promotes active learning and maximizes student achievement while creating a positive culture.

Future Ready

We will provide an innovative curriculum, utilizing flexible learning environments that will prepare students to be future-ready, and thrive in a global society.

Professional Development & Wellness

We will provide our staff inspiring, relevant, and meaningful, learning and wellness opportunities in a safe supportive environment, to prepare for the ever-changing needs of our district.

Whole Child Approach

We will provide inspiring, creative, healthy and safe environments that nurture imagination and compassion; fostering engaged, supported and challenged students.

Resources

We will be good stewards of our resources and pursue new avenues to support the goals of our district.

GAINING CLARITY ON ROLES AND RESPONSIBILITIES

The Role of the Board and Superintendent - CSBA:

School board “trustees” are the representatives of the people, elected to ensure the district schools educate the children in consideration of the interests of the local community. The role of the School Board is to govern the school district.

The superintendent is hired by the school board to provide the professional expertise in the day-to-day operations of the district. The role of the Superintendent is:

1. To work with the school board to develop an effective governance leadership team.
2. To serve as the chief administrative officer for the school district.

Performing Board Responsibilities - CSBA:

We Set the Direction for the Community’s Schools by:

- Focusing on student learning.
- Assessing district needs.
- Generating, reviewing and revising setting direction documents: (beliefs, vision, priorities, strategic goals, success indicators)
- Ensuring an appropriate inclusive process is used to develop these documents.
- Ensuring that these documents are the driving force for all district efforts.

We establish an effective and efficient Structure for the school district by:

- Employing the superintendent.
- Setting policy for hiring of other personnel.
- Setting policies.
- Setting direction for and adopting the curriculum.
- Establishing budget priorities and adopting the budget.
- Overseeing facilities issues.
- Providing direction for and voting to accept collective bargaining agreements.

We Provide Support through our behavior and actions by:

- Acting with a professional demeanor that models the district’s beliefs and vision.
- Making decisions and providing resources that support mutually agreed upon priorities and goals.
- Upholding board approved district policies.
- Ensuring a positive personnel climate exists.
- Being knowledgeable about district efforts and able to explain them to the public.

We Ensure Accountability to the Public by:

- Evaluating the superintendent.
- Monitoring, reviewing and revising policies.
- Serving as a judicial and appeals body.
- Monitoring student achievement and program effectiveness and requiring program changes as indicated.
- Monitoring and adjusting district finances.
- Reviewing facilities issues.
- Monitoring the collective bargaining process.

We Act as Community Leaders by:

- Speaking with a common voice about district priorities, goals and issues.
 - Engaging and involving the community in district schools and activities.
 - Communicating clear information about policies, programs and fiscal conditions of the district.
 - Educating the community and the media about issues facing the district and public education.
 - Advocating for children, district programs and public education to the general public, community, and local, state and national leaders.
-

Orcutt Union School District Governance Team

AGREEMENTS TO FACILITATE GOVERNANCE LEADERSHIP

Governance Team Norms and Protocols:

The Board of Education for the Orcutt Union School District is entrusted by the community to uphold the Constitutions of California and the United States, to protect the public's interest in the schools, and to ensure that a high-quality education is provided to each student. To effectively meet district challenges, the Board and Superintendent must function together as a governance leadership team. Agreed upon behaviors or norms, and operating procedures or protocols, support consistent behavior and actions among team members. The purpose of the Orcutt Union SD governance team agreements is to ensure that a positive and productive working relationship exists among board members, the superintendent, district staff, students, and the community. Norms and protocols are developed for and by the members of the governance team and may be modified over time as needed.

Our Agreements to Facilitate Governance Leadership:

Norms

Our Governance Team wishes to create a culture that models

...

- **Commitment to the district and to the work:**
 - **Preparing for and attending meetings**
 - **Attendance –ensuring that there is a quorum**
 - **Being at schools and school events**
- **Flexibility – working with the entire group to represent the Board and respond to the need for special meetings.**
- **Open, honest communication**
- **Agreeing to disagree without hard feelings**
- **Demonstrating respect for one another**
- **Taking the time to get to know each other**
- **Thinking through items before bringing them forth in open session**

To this end, we have adopted the following meeting guidelines:

Meeting Guidelines

- We will keep our focus on the best interest of our students.
- We will stay focused on our goals and avoid getting sidetracked from the agenda.
- We will wait to speak until a team member has finished talking.
- Everyone's opinions count; we will be open to the ideas of others.
- We will build upon the ideas of others and look for common ground. We will paraphrase for understanding.
- Each member will take responsibility for the work of the team. We will each be responsible for the success of the meeting – participate equally and address concerns.
- We will respect differences and show respect.
- We will respect the recommendations, logic and guidance of the staff.
- We will come to meetings prepared, ask questions in advance and not put staff on the spot.
- We will work toward the future – learning from the past.
- We will come to meetings with an open mind.

ORCUTT UNION SCHOOL DISTRICT

Protocols

STRUCTURE AND PROCESS

Effective Governance Teams discuss and agree upon the formal structures and processes, or protocols, used by the Board and Superintendent in their functioning as a team. These structures and processes guide the operation of the Governance Team and determine how they do business. Protocols are the agreements that ensure that all members of the team are operating within their agreed upon roles.

The following protocols were developed by the Governance Team.

Protocols to Facilitate Governance Leadership:

	Confidentiality
Rationale	<ul style="list-style-type: none">• The governing board recognizes the importance of maintaining the confidentiality of information acquired as part of a board member's official duties.
Protocol	<ul style="list-style-type: none">• All trustees will strive to maintain the public's trust by not breaching confidentiality including all information from closed session• A trustee who inadvertently or accidentally violates a confidential issue, will take immediate responsibility for correcting the action and notifying the superintendent and/or president of the board.

	Receiving Community or Staff Concerns and/or Complaints
Rationale	<ul style="list-style-type: none">• Board members want to be accessible, responsive, consistent and fair in dealings with complaints and concerns from the community and staff.• The board values open communication and timely resolution of issues.
Protocol	<p>When approached with an issue or concern, trustees agree to:</p> <ul style="list-style-type: none">• Listen openly, being careful to remain neutral, except when the issue is one that may come before us in our judicial role (personnel issues and student discipline). That information will be shared with the entire Board at the appropriate place and time - during the hearing. In that case, we will explain to the complainant that listening to their concern will require us to recuse ourselves when the matter does come before the

	<p>Board, much the same way that a juror would be removed from the jury box for hearing evidence outside the courtroom during a trial.</p> <ul style="list-style-type: none"> • Remind staff and members of the community that no individual trustee has the authority to solve the issue/concern. • Encourage addressing this with the person who can most directly help with their concern, e.g. teacher, principal, superintendent. • Trustees will notify the superintendent of the issue or concern, as appropriate.
--	--

Requesting Information from Staff	
Rationale	<ul style="list-style-type: none"> • Critical to the ability of trustees to make informed decisions is timely access to information. • The superintendent wants to be responsive to requests for information, maintain the focus on district priorities and balance the management of staff time. Staff includes both district and site level leadership.
Protocol	<ul style="list-style-type: none"> • Trustees will always include address the superintendent when asking questions or requesting additional information on board meeting agenda items, as well as other district operational matters. • The superintendent will ensure timely responses to requests and will provide the information or direct trustees to the correct source if the requested information could be used in decision making. The superintendent will distribute answers to all trustees. • If a request for information would take a significant amount of staff time to complete, the request will be brought to the board to decide whether to support the request.

Role of the Board President and Agenda setting	
Rationale	<ul style="list-style-type: none"> • The board has an obligation to set an example of good government in action for the community. • The board intends for meetings to proceed professionally, efficiently and effectively. • The board president sets the tone and shapes the public’s perception of the school board. • Each board member must have the opportunity to express his or her viewpoint during board deliberation.
Protocol	<ul style="list-style-type: none"> • The board president should meet with the superintendent at least once a month to develop the board meeting agenda. • Board members wishing to place topics on the board agenda will forward them to the board president for discussion with the superintendent at agenda setting meetings. • The board president facilitates the board meeting, supporting the effective flow of the discussion and encouraging input from all trustees while staying on task and moving forward. The board president will

	<p>model the tone and manner the board wishes to convey to the community.</p> <ul style="list-style-type: none"> • Following the board meeting, the board president with the superintendent will ensure there is appropriate follow-up and clarification of possible options for the board. • The board president serves as the primary spokesperson for the board. • The board president position will be determined annually through a rotation process. • Direction to the Superintendent/staff shall be at the request of the board, individual board members do not have the authority to direct superintendent/staff work. • The board president shall have served at least two years as an OUSD Board Trustee and participate in CSBA Board President training prior to serving as board president.
Visiting Schools and School Events	
Rationale	<ul style="list-style-type: none"> • The board wants to be informed about instructional practices, and the needs of the students and staff with regard to school programs. • Visiting schools provides the opportunity to show appreciation and recognize staff for their work. • Site visits are not meant to be evaluative in nature or disruptive to classroom instruction.
Protocol	<ul style="list-style-type: none"> • Board members will have access to the school calendars and are encouraged to visit schools and attend school events. • Site visits will be arranged through the Superintendent, who will accompany Board Members on their visits. • The principal or assistant principal will accompany trustees on classroom visits. • The superintendent will ensure that staff is aware of the process and protocols for trustees visiting the classrooms. • It is understood that Board members share with the Superintendent, any concerns or issues brought up during a “Board Walk”. • Zoom classroom session visitations by Board members will be arranged by the site principal

Communication	
Rationale	<ul style="list-style-type: none"> • The board wants to communicate a consistent message and common vision to the community
Protocol	<ul style="list-style-type: none"> • When contacted by the media, board members will refer the media to the board president, and/or the superintendent. • The Superintendent is the spokesperson for the district and the Board President is the spokesperson for the board.

	<ul style="list-style-type: none"> • If the press contacts the district office or superintendent, the board will be notified, as necessary. • School board members should always conduct themselves online in a manner that reflects well of the school board and school district. • When speaking publicly or posting on social media, a board member shall clarify that he/she is speaking as an individual, and not as an official school board member. • School board members shall refrain from deliberating board business online. The use of social media by board members to discuss board business among themselves is prohibited, including indicating approval such as a “like”. • A school board member shall not post statements that make it appear that he/she has already formed an opinion on matters pending school board approval. • In light of the sensitivity of many school board matters and the risk of inadvertent disclosure of confidential materials, school board members should limit the use of social media to sharing content already released to the public by the school district. • Decisions on matters before the board shall be based on fact rather than supposition, opinion or public favor. • Any communication, including social media posts, that were used in the transaction of official business are subject to retention. Correspondence or posts about district business must be retained if the content goes beyond simply sharing existing district content (like a link to the district website) or routine correspondence (such as the date, time, and location of the next board meeting) • Response to written correspondence (including e-mail) shall be sent by the Board President or Superintendent on behalf of the Board.
--	---

Welcoming/Orienting New Board Members	
Rationale	<p><u>We believe:</u></p> <ul style="list-style-type: none"> • New board members should feel welcomed and have opportunities to get to know other members of the governance team. • It is important to have opportunities to” heal any wounds” from the election process. • New board members need educational support and training from the governance team and outside sources (i.e., CSBA Institute for New and First Term Board Members). • New board members need to learn about the district and understand the district’s vision, purpose and culture. • New board members need to feel that they are part of our team and should participate in developing agreements about how we will work together.
Protocol	<p><u>We Agree that:</u></p>

Welcoming/Orienting New Board Members

- Prior to the election an orientation will be held for all School Board Candidates. At this meeting the following information/items will be shared with potential new Board Members:
 - Information about the district
 - School governance and the role of the Board
 - The Orcutt Union SD Governance Handbook
 - CSBA Professional Governance Standards
 - The history and traditions of Orcutt Union SD
- Board candidates will be informed about the dates of the CSBA Annual Conference – and hotel reservations and registration for the New Board Member Orientation and the Annual Conference will be arranged for all new board members.
- A veteran board member (s) and/or the Superintendent will attend the New Board Member Orientation with new board members.
- The board will select a “board mentor” to provide support for the new board member as s/he becomes familiar with governance team operations and the governance role and responsibilities. Mentors may be current or former board members.
- The superintendent will meet with each new board member individually to answer any questions and familiarize him/her with district operations.
- Each seated board member will arrange a time to have an informal meeting with each new board member as soon as possible after the election (i.e., coffee or lunch, etc.).
- The whole governance team will participate in a District New Board Member Orientation and a CSBA “Good Beginnings” workshop following the installation of new members. The orientation will include but not be limited to discussions of:
 - District Vision, Mission and Goals
 - Key District Personnel
 - District Operations
 - Special District Projects or Programs
 - Current Issues Facing the District
 - Governance Team Operations
 - Board Bylaws (9000 Series of the Policy Manual)
 - Governance Handbook
- New board members will be encouraged to attend the CSBA Brown Act Workshop, the Institute for New and First Term Board Members and/or the Masters in Governance program. The Board President and/or Superintendent will accompany new Board Members to various workshops.

We have reviewed and agree to follow the aforementioned governance team norms and protocols in order to support a positive and productive working relationship among the Orcutt Union School District Board of Education, Superintendent, staff, students and the community. We shall renew this document annually.

Affirmed on this _____ day of _____, 2021

~~Liz Phillips~~, **Melanie Waffle**,
Board President

~~Melanie Waffle~~, **Mark Steller**, Clerk

~~Mark Steller~~, **Liz Phillips**, Trustee

Shaun Henderson, Trustee

Lisa Morinini, Trustee

Dr. Holly Edds, Superintendent

PRESIDENT

The Governing Board shall elect a president from among its members to provide leadership on behalf of the Board and the educational community it serves. **Board members shall have at least two year of experience as an Orcutt Union School District trustee prior to serving as president of the Board.**

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9100 - Organization)

The president shall preside at all Board meetings. He/she shall:

1. Call such meetings of the Board as he/she may deem necessary, giving notice as required by law

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

2. Consult with the Superintendent or designee on the preparation of Board meeting agendas

(cf. 9322 - Agenda/Meeting Materials)

3. Call the meeting to order at the appointed time and preside over the meeting
4. Announce the business to come before the Board in its proper order
5. Enforce the Board's bylaws related to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act
6. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
7. Facilitate the Board's effective deliberation, ensuring that each Board member has an opportunity to participate in the deliberation and that the discussion remains focused
8. Rule on issues of parliamentary procedure
9. Put motions to a vote, and state clearly the results of the vote

(cf. 9323 - Meeting Conduct)

The president shall have the same rights as other members of the Board, including the right to discuss and vote on all matters before the Board.

Board Bylaws

BB 9121 (a)

PRESIDENT

The president shall perform other duties in accordance with law and Board policy including, but not limited to:

1. Signing all instruments, acts and orders necessary to carry out state requirements and the will of the Board
2. Working with the Superintendent to ensure that Board members have necessary materials and information
3. Subject to Board approval, appointing and dissolving all committees
(cf. 9130 - Board Committees)
4. In conjunction with the Superintendent or designee, representing the district as the Board's spokesperson in communications with the media
(cf. 1112 - Media Relations)
5. Leading the Board's advocacy efforts to build support within the local community and at the state and national levels

The president shall participate in the California School Boards Association's Board President's Workshop and other professional development opportunities to enhance his/her leadership skills.

(cf. 9240 - Board Training)

When the president resigns or is absent, the clerk shall perform the president's duties. When both the president and clerk are absent, the Board shall choose a president pro tempore to perform the president's duties.

(cf. 9123 - Clerk)

Legal Reference:

EDUCATION CODE

35022 President of the board

35143 Annual organizational meetings; dates and notice

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

Board Presidents' Handbook, revised 2002

CSBA Professional Governance Standards, 2000

WEB SITES

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

Bylaw Adopted: 04/10/19 9/8/21

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



BUSINESS SERVICES MEMORANDUM

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

FROM: Nick Taylor, Ed.D
Assistant Superintendent, Business Services

BOARD MEETING DATE: August 11, 2021

BOARD AGENDA ITEM: Ratification of Professional Services Agreement with Project Frog, Inc. to Provide Professional Design Services and Construction Administration of the Orcutt Junior High School Administration Building.

BACKGROUND: The District originally contracted with SVA Architects to provide design services of the Orcutt Junior High Administration Building. In January of 2020 SVA executed a sub-consultant agreement with Project Frog, Inc. to provide structural design and construction administration services at the District's request. Upon completion of the design and DSA Approval, the District elected to Change the Architect of Record from SVA Architects to 19-Six Architects. In lieu of transferring Project Frog's sub-consultant agreement from SVA Architects to 19-Six Architects, it is more efficient and cost effective for the District to enter a direct agreement with Project Frog, Inc. for design services already rendered. Further, this agreement allows for Project Frog to continue with construction administration services required until completion of the project and close-out and certification with the Division of the State Architect. Any outstanding costs previously owed to SVA Architects will be deducted from SVA's existing contract and paid directly to Project Frog, Inc.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Ratification of Professional Services Agreement with Project Frog, Inc. to provide professional design services and construction administration of the Orcutt Junior High School Administration Building, in the amount of \$28,500.

FUNDING: Measure G Bond Funds



June 24, 2021

Nick Taylor
Assistant Superintendent, Business Services
Orcutt Union School District
500 Dyer Street
Orcutt, CA 93455

Orcutt USD Assumption of Project Frog, Inc. Design Contract

Dear Mr. Taylor,

Thank you very much for working with us through the District's decision to change the Architect of Record.

This document shall serve as an agreement between Orcutt Union School District and Project Frog, Inc. to assume the balance of the Consultant Agreement contract between Project Frog and SVA Architects, attached as Exhibit A. Orcutt USD hereby agrees to honor and extend all existing indemnifications and limitations of liability, as well as all other terms as outlined in the Consultant Agreement.

Project Frog agrees to work with Orcutt USD to identify the current status of the contract to ascertain the remainder of the billings.

Agreed hereunder by:

Project Frog, Inc.

Orcutt Unified School District

Drew Buechley, CEO

Signatory, Ratified by Orcutt USD School Board

Date

Date Ratified by Orcutt USD School Board



**CONSULTANT/ARCHITECT AGREEMENT
Structural Consulting Services**

This Agreement is made and entered into this 2nd day of January, 2020, by and between Project Frog, Inc. (hereinafter referred to as "Consultant"), located at 99 Green Street, Second Floor, San Francisco, CA 94111, Attention: Dara Douraghi and SVA Architects, Inc., a California corporation, (hereinafter referred to as "Architect"), located at 6 Hutton Centre Drive, Suite 1150, Santa Ana, California 92707.

**ORCUTT UNION SCHOOL DISTRICT – BOND PROJECTS
Orcutt, CA
SVA Job No. 2017-40157.000**

Article I - Project Description

Architect has entered into an agreement ("Standard Agreement") with Architect's client, Orcutt Union School District ("Owner"), dated October 6, 2017. A copy of the Standard Agreement, portions of which have been redacted by Architect, is attached hereto as Exhibit "2" and incorporated by reference into this Agreement as though set forth at length herein. The Orcutt Union School District – Bond Projects ("Project") is further described in Article IV of this Agreement.

Article II - Terms and Conditions

To the extent that the provisions of the Standard Agreement apply to Consultant's services, Consultant shall assume toward Architect all obligations and responsibilities that Architect assumes toward Owner. Insofar as applicable to this Agreement and/or Consultant's services, Architect shall have the benefit of all rights and remedies and redress against the Consultant that Owner, under the Standard Agreement, has against Architect. Where a provision of the Standard Agreement is inconsistent with the provisions of this Agreement, this Agreement shall govern.

Pursuant to Article 8, Section 8.2 of the Standard Agreement, Consultant shall retain rights to copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications and other documents that the Consultant or it's consultants prepares or causes to be prepared pursuant to this Agreement.

Article III - Scope

Consultant shall provide those services delineated in the Standard Agreement and Exhibit "1" to this Agreement (collectively, the "Services") for the project. Where a provision of the Standard Agreement is inconsistent with the provisions of Exhibit "1" to this Agreement, the Standard Agreement shall govern.

Services shall include the completion of architect's checklists and attend page turn meeting with clients at appropriate times during the project.

Article IV - General Project Description

Please see Exhibit "2"

Consultant/Architect Agreement
 Orcutt Union School District – Bond Projects
 Project Frog, Inc.
 SVA Job No. 2017-40157.000
 January 2, 2020
 Page 2 of 4



Article V - Compensation

A. Total Compensation

Architect agrees to compensate Consultant for Consultant's Services a fee equal to **Twenty-Eight Thousand Five Hundred Dollars (\$28,500.00)**. Payment shall be made monthly in proportion to services performed so that compensation at the completion of each phase shall equal the following amounts:

Phase	Fee
Structural Schematic Design	\$6,000.00
Structural Design Development	\$6,000.00
Construction Documents (DSA Intake)	\$8,000.00
DSA Back-check	\$5,000.00
Construction Administration (CA)	\$3,500.00
Total Fee	\$28,500.00

B. Expenses

Consultant agrees that all expenses incurred during Consultant's performance of the Services are included in Consultant's compensation delineated above unless otherwise authorized by Architect in writing.

C. Additional Services

Consultant shall provide to Architect such additional services that are requested by Architect in writing or requested by Consultant in writing provided that Consultant obtains Architect's written authorization prior to Consultant's provision of such services. For additional services of Consultant, compensation shall be on an hourly basis or a negotiated fixed fee basis.

Notwithstanding the provisions above, if any changes to the drawings or Services are requested by Architect after approval of the construction documents, or if changes to the drawings or Services are necessary as a result of fire, the elements, Acts of God, or other casualties beyond the control of Consultant or as a result of changes in any applicable code after any suspension or delay, Consultant shall be compensated for making such changes or performing such additional services over and above the maximum fee delineated herein on an hourly basis or negotiated fixed fee basis, provided that Consultant obtains Architect's written authorization prior to Consultant's provision of such services.

D. Hourly Rates

For compensation on an hourly basis, the following rates shall apply:

Classification	Hourly Rate
Platform Director	\$175.00
Program Manager	\$125.00
Project Manager	\$115.00
Designer	\$100.00
Drafter	\$75.00
SE Director	\$150.00
SE Manager	\$100.00

Consultant/Architect Agreement
 Orcutt Union School District – Bond Projects
 Project Frog, Inc.
 SVA Job No. 2017-40157.000
 January 2, 2020
 Page 3 of 4



Classification	Hourly Rate
SE Designer	\$75.00

E. Invoicing

A statement for Services shall be rendered monthly in accordance with the terms specified above. Consultant shall issue a separate statement for additional services and/or changes payable under Section C above. Consultant must submit invoices and any appropriate back-up with SVA's job number and/or additional services job number for reference.

If Architect does not receive full payment when due from Project Owner for any cause which is not the fault of Architect or Consultant, Architect shall pay Consultant for its accepted statements of services in the same proportion that payments received from Project Owner bear to the total payment due to Architect for the phase of work in progress. Architect shall exert reasonable and diligent efforts to collect payment from Project Owner until Consultant has been paid in full.

F. Qualifications of Architect's Compensation to Consultant

Architect may refuse to approve any portion of the Consultant's invoice and shall have the right to withhold payment to the extent of that portion of the invoice that is disapproved in the event: (i) Consultant fails to submit with any application all appropriate back-up, (ii) Architect and/or Owner has disapproved of all or a portion of the Services for which Consultant is requesting payment, (iii) Consultant has failed to perform any and/or all of its obligations hereunder or is otherwise in default of this Agreement, or (iv) claims have been filed with regard to Consultant's Services or liens have been recorded against the Project resulting from the Consultant's Services.

Article VI - Miscellaneous Terms and Conditions

A. Retention of Subconsultants

Consultant shall obtain the prior written consent of Architect for any third-party engineering or design subconsultant retained by Consultant for the purpose of rendering Consultant's Services hereunder.

B. Limitation of Liability

Notwithstanding anything to the contrary set forth herein, it is hereby agreed, with respect to any claims and liability of Architect or Consultant, that:

1. The sole and exclusive remedy shall be against Architect or Consultant and their corporate assets;
2. No officer, director, employee or shareholder of Architect or Consultant shall be sued individually or named as a party in any suit or action;
3. No judgment shall be taken against any officer, director, employee or shareholder of Architect or Consultant;
4. No writ of execution shall be levied against the assets of any officer, director, employee or shareholder of Architect or Consultant pursuant to the terms of this Agreement; and

Consultant/Architect Agreement
Orcutt Union School District – Bond Projects
Project Frog, Inc.
SVA Job No. 2017-40157.000
January 2, 2020
Page 4 of 4



5. The covenants and agreements contained in this section are enforceable by Architect or Consultant and by any of Architect's or Consultant's officers, directors, employees or shareholders.

C. Waiver

No waiver of any right or remedy, which may be available to either party hereto, shall be implied by any conduct or failure to act unless such waiver is expressly set forth in writing.

D. Termination

Architect may terminate this Agreement immediately upon termination of the Standard Agreement. In such event, Architect will pay Consultant for all accepted services completed at the time of termination.

Architect may terminate this Agreement with or without cause upon 7 days' written notice to Consultant. In the event of termination without cause, Architect will pay consultant for all services completed and accepted as of the date of termination.

E. Entire Agreement

This instrument represents the entire Agreement between the parties and may be amended or modified solely by an instrument in writing executed by both parties hereto. It is specifically agreed that Consultant and Architect have made no representations of any character not contained herein. This Agreement shall supersede any prior or contemporaneous writings or oral agreements, representations or negotiations between the parties with respect to the subject matter of this Agreement. If any term or provision of this Agreement or application thereof is held invalid or unenforceable as to any party, the balance of the Agreement shall not be affected thereby, and each remaining term and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written. Each of the individuals executing the Agreement on behalf of a party individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

Accepted and Approved:

Accepted and Approved:

SVA Architects, Inc.

Project Frog Inc.

DocuSigned by:

Robert M. Simons, AIA
President & Partner

By: Drew Buechley

Title: CEO

Date: 3/6/2020



Exhibit "1"

Scope of Services

Consultant/Architect Agreement
Orcutt Union School District – Bond Projects
Project Frog, Inc.
SVA Job No. 2017-40157.000
January 2, 2020
Page 1 of 4



Scope of Work

The services of the Structural Engineer (“Project Frog, Inc.”) for **Orcutt Junior High School – Administration Office** are summarized below and in addition, the consultant shall coordinate (through Architect) with the additional consultants retained by Owner and/or Architect:

Architectural:

Consultant will only provide detail backgrounds for the Frog Kit to AOR upon request. Consultant’s provided details shall be reviewed, coordinated and utilized by the Architect to create a complete stamped and signed set of architectural contract documents for the project.

Structural:

Consultant’s structural engineering scope includes providing structural engineering services and calculations for all Consultant Kit components and foundations. Consultant will also include coordination with MEPF systems and equipment, as well as architectural fit-out partitions, ceilings, and equipment. Consultant shall verify the capacity of the Consultant Kit to the information in the 100% Design Development (DD) drawings and will coordinate any necessary adjustments with the design team. This scope does not include any site work or related structural engineering. Any changes to structural scope not included herein will be subject to additional services.

1. Schematic Design (SD) Phase

- a. Provide SD level Structural Engineering drawings for the Frog Building Shell and foundation
 - i. Electronic deliverables include building foundation and framing plans
- b. Provide technical and architectural coordination to the AOR on the capabilities of the Frog Building Shell.
- c. Participate in design and coordination meeting (1 meeting)
- d. 1 submission is included: 100% SD

2. Design Development (DD) Phase

- a. Provide DD level Structural Engineering drawings for the Frog Building Shell and foundation
 - i. Electronic deliverables include building foundation and framing plans. No details will be provided.
- b. Provide technical and architectural coordination to the AOR on the capabilities of the Frog Building Shell.
- c. Participate in design and coordination meeting (1 meeting)
- d. Participate in DSA Pre-Application meeting
- e. 1 submission is included: 100% DD

3. Construction Documents (CD) Phase

- a. Provide CD level Structural documents for the Frog Building Shell for DSA submission.
 - i. Electronic deliverables including detailed structural drawings, specifications and calculations.
- b. Provide technical and architectural coordination to the AOR on the capabilities of the Frog Building Shell.
- c. Provide structural design and redline services related to non-Frog-provided nonstructural elements, their attachments to the Frog Building Shell, and any secondary structural elements required to modify the Kit to receive them (e.g. trim framing at deck and wall openings, equipment support framing, etc.). Nonstructural elements are defined as all elements of a building that are not secondary structural elements and are not part of the primary structural system. Examples of nonstructural elements include, but are not limited to:
 - i. Interior architectural partitions and ceilings and other architectural systems including casework
 - ii. Mechanical, electrical, plumbing, and fire protection equipment and distribution systems

Consultant/Architect Agreement
Orcutt Union School District – Bond Projects
Project Frog, Inc.
SVA Job No. 2017-40157.000
January 2, 2020
Page 2 of 4



- iii. Exterior finishes and facade elements.
 - d. Participate in coordination meeting (1 meeting)
 - e. 2 submissions are included: 50% CD and 100% CD
4. Agency Review Phase
- a. Address DSA comments related to the structural engineering of the building and nonstructural elements as outlined above.
 - i. Electronic deliverables include detailed drawings, specifications, and other documents required by DSA.
 - b. Provide complete stamped and signed Structural drawings and specification section 13 34 00 and 13 34 43, and other related specifications for the Frog Building Shell and foundation for DSA Backcheck.
 - i. Electronic deliverables shall include detailed drawings, specifications, and other documents required by DSA in PDF format.
 - c. Provide technical and architectural coordination to the AOR on the capabilities of the Frog Building Shell.
 - d. Participate in coordination meeting (1 meeting)
 - e. 1 submission is included: Final Backcheck
 - f. Participate in DSA backcheck meeting (1 day)

DESIGN SERVICES EXCLUSIONS

- a. Architect's stamp and signature of the Frog Building Shell design and coordination documents;
- b. AOR services not specifically referenced within this document;
- c. Site and utilities design;
- d. Site surveys and Geotechnical report;
- e. Record drawings
 - i. As-designed record drawings
 - ii. As-constructed record drawings
- f. Design and/or engineering services for the Frog Building Shell that includes but is not limited to Mechanical, Electrical, Plumbing, Fire Protection, Fire Alarm, Civil and Landscape.
 - i. Any loads applied to the Frog Building Shell structure by any building systems must be submitted with complete details and calculations for Frog structural review and approval only on loads imposed.
- g. BMS/EMS integration per district standard specifications (to be coordinated by the AOR);
- h. Structural engineering services for non-structural components beyond the Frog Building Shell structure.
- i. Additional Structural design scope whereby soil, lateral (seismic and wind), snow, and/or grade conditions vary from structural design assumptions;
- j. Foundation detailing and/or structural design beyond the DD phase for more than one (1) foundation option;
- k. Consultant services that include but are not limited to Acoustical, LEED, and Daylighting;
- l. Design and/or engineering services for customizations, fit-outs and/or additions to the Frog Building Shell design offering, (interior and exterior);
- m. Design, specification, coordination and detailing of finishes (interior or exterior) beyond the Frog Building Shell;
- n. Electrical design outside of Frog provided electrical components;
- o. Electrical/ Data closet;
- p. All roofing and related waterproofing details;
- q. Interior bathroom(s) and bathroom modules;
 - i. Including but not limited to pod structure, decking, all bathroom fixtures, wall tile, lighting and lighting controls, wall power, entry doors and hardware, waterproofing, attachments.

Consultant/Architect Agreement
Orcutt Union School District – Bond Projects
Project Frog, Inc.
SVA Job No. 2017-40157.000
January 2, 2020
Page 3 of 4



- r. Exterior bathroom(s) and bathroom modules;
 - i. Design of all materials and their interaction to Project Frog components, including but not limited to all bathroom fixtures, wall tile, lighting and lighting controls, wall power, entry doors and hardware, waterproofing, attachments.
- s. Non-Project Frog specifications & non-Project Frog specification review (see Exhibit C. Project Frog only provides specification section 13 34 00, Component Performance and Fabrication and section 13 34 43, Component Building System Installation)
- t. Design, documentation, and administration related to certifications including but not limited to CHPS, LEED, EnergyStar, and life cycle cost analysis;
- u. Design and/or engineering services for elevators systems. Exclusions include but are not limited to elevators, elevator support/guide systems, elevator mechanical systems, and structural attachments and bracing to the primary Frog Building Shell structural system. Any loads applied to the Frog Building Shell by elevator systems must be submitted to Frog for structural review and approval;
- v. Construction Administration services beyond the scope described in the Design Services Inclusions description;
- w. District standard specifications (review and/or conformance);
- x. Programming, phasing or financing;
- y. DSA coordination, administration, documentation, submissions, and/or approvals;
- z. OAC weekly meetings and attendance;
- aa. Administration of client reviews and/or approvals;
- bb. Inspector of Record communication, coordination and administration, except as required for SEOR services included above;
- cc. Third-party and/or in-plant inspector communication, coordination, administration, and contracting;
- dd. Hazardous materials testing and abatement.

The final overall building design, procurement and installation of components rests with the Architect and GC, respectively. Any additional entities or contracts which may affect the Consultant's system are excluded from this proposal and will be deferred to the Architect and GC as referenced above.

QUALIFICATIONS:

- a. AOR and its subconsultants will design to the Frog Kit components identified as part of the design scope.
- b. AOR to transmit within 14 days of executing this agreement all specifications to equipment which mechanically attaches to or structurally penetrates the Frog building kit.
- c. Foundation design is based on Site Soil Class D as defined by ASCE 7-10
 - i. Geotechnical and geohazards investigation report, stamped and signed by the project Geotechnical Engineer of Record, indicating site soils engineering properties necessary for structural verification of Project Frog building system and foundation, must be submitted at kickoff of project.
 - ii. Proposal is based on the assumption that CGS approval will be obtained without modifications to the soils report that could result in changes to the building or foundation systems
- d. Structural design is based on the following conditions as defined by ASCE 7-10:
 - i. Short Period Site Spectral Acceleration of $S_s=2.5g$ or less
 - ii. Long Period Site Spectral Acceleration of $S_1=1.0g$ or less
 - iii. Required wind pressures for all systems are equal to or less than those required by a flat site with flat surroundings, exposure C and ultimate wind speed $V_{ult}=140\text{mph}$.
 - iv. Maximum ground snow load $p_g=20\text{psf}$ or less

Consultant/Architect Agreement
Orcutt Union School District – Bond Projects
Project Frog, Inc.
SVA Job No. 2017-40157.000
January 2, 2020
Page 4 of 4



- e. Changes in grade not to exceed above finish floor level directly adjacent to building
 - i. Foundation design can accommodate a finish floor level at a maximum of 6' above adjacent grade.
- f. Structural design allows for exterior finish of 10 psf maximum. Interior casework mounted to structural walls may be able to be accommodated and must be provided for review in accordance with Section IV above.
- g. Structural roof framing design allows for a maximum weight of 500 lbs. applied to any individual framing member. No loads shall be applied to structural decking.
- h. The Frog Building Shell utilizes a pre-designed structural system for each building type. This proposal assumes no major modifications of the proposed building as shown and indicated in this proposal.
- i. Upon client's request, additional structural engineering services can be provided for an additional fee.
- j. Project Frog recommends, prior to intake, design team meet with DSA regional manager to review project design;
- k. GC to coordinate all on-site commissioning of Lutron System

Building Footprint:



INDEPENDENT STUDY

The Board of Trustees authorizes independent study as an optional alternative instructional strategy for eligible whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6200 - Adult Education)

The Superintendent or designee may provide a variety of independent study activities and/or opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, a home-based format, and an online course.

(cf. 0420.4 - Charter School Authorization)
(cf. 6181 - Alternative Schools/Programs of Choice)

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700)

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. ~~The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom setting.~~

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option governed by Education Code shall be ~~five~~ **three** consecutive school days (Charter Schools are not required to follow this timeline).

INDEPENDENT STUDY

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria. (Education Code 51747)

INDEPENDENT STUDY

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment,

INDEPENDENT STUDY

student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Written Agreements

~~The Superintendent or designee shall ensure that a written master agreement and, as appropriate, a learning agreement for students participating in course-based independent study exist for each participating student as prescribed by law. (Education Code 51747, 51749.5)~~

~~The master agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than one week for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.~~

~~An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.~~

Master Agreement

For the 2021–22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

INDEPENDENT STUDY

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

INDEPENDENT STUDY

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous

INDEPENDENT STUDY

instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor.

INDEPENDENT STUDY

7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.
13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the Superintendent or designee shall

INDEPENDENT STUDY

provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.

INDEPENDENT STUDY

10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student’s assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student’s parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph “caregiver” means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021–22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student’s parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

INDEPENDENT STUDY

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

INDEPENDENT STUDY

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

~~Home-Based Independent Study~~

~~The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student.~~

Legal Reference:

EDUCATION CODE

- 17289 Exemption for facilities
- 41976.2 Independent study programs; adult education funding
- 42238 Revenue limits
- 42238.05 Local control funding formula; average daily attendance
- 44865 Qualifications for home teachers and teachers in special classes and schools
- 46200-46208 Instructional day and year
- 46300-46300.6 Methods of computing ADA
- 47612.5 Independent study in charter schools
- 48204 Residency
- 48206.3 Home or hospital instruction; students with temporary disabilities
- 48220 Classes of children exempted
- 48340 Improvement of pupil attendance
- 48915 Expulsion; particular circumstances
- 48916.1 Educational program requirements for expelled students
- 48917 Suspension of expulsion order
- 49011 Student fees
- 51225.3 Requirements for high school graduation
- 51745-51749.3 Independent study programs
- 56026 Individuals with exceptional needs

FAMILY CODE

- 6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

- 11700-11703 Independent study
- 19819 State audit compliance

UNITED STATES CODE, TITLE 20

- 6301 Highly qualified teachers

COURT DECISIONS

- Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th1365

Instruction

BP 6158(m)

INDEPENDENT STUDY

[A.M. v. Albertsons, LLC, \(2009\) Cal.App.4th455](#)

EDUCATION AUDIT APPEALS PANEL DECISIONS

Lucerne Valley Unified School District, Case No. 03-02 (2005) Management Resources:

CDE PUBLICATIONS

Elements of Exemplary Independent Study

Approaches to Satisfying No Child Left Behind Act of 2001 Teacher Requirements for Independent Study in Secondary Schools, January 28, 2010

[01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015](#)

WEB SITES

[The School Superintendents Association \(AASA\): https://aasa.org](https://aasa.org)

[California Consortium for Independent Study: http://www.ccis.org](http://www.ccis.org)

[California Department of Education, Independent Study: http://www.cde.ca.gov/sp/eo/is](http://www.cde.ca.gov/sp/eo/is)

[Education Audit Appeals Panel: http://www.eaap.ca.gov](http://www.eaap.ca.gov)

Policy Adopted: ~~09/09/15~~ 08/11/21

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Joseph Dana, Assistant Superintendent of Educational Services



June 21, 2021

To: Dr. Holly Edds, District Superintendent
From: Joe Dana
Re: First 5 Early Learning Planning Grant

Background

The First 5 Santa Barbara County Commission is the governing body overseeing the mission, strategies, and work of First 5 California in our county. The commission is responsible for allocating resources from the California Children and Families Act, approved by state voters as a ballot proposition in 1998 to promote early childhood development through coordinated programs that emphasize child health, parent education, childcare, and other services for children prenatal through age 5.

This past fall, the Orcutt Union School District was approached by staff from First 5 Santa Barbara County with the opportunity to apply for a First 5 Early Learning Planning Grant that would provide \$225,000 over three years (\$75,000 per year) for an initiative of the district's choosing that would align with the mission of First 5 California. After consideration of multiple options, we chose to write a grant that would implement an idea of Dr. Edds' that would provide inclusion and empowerment for children attending two preschool programs located side by side on the campus of Orcutt Academy High School: the district-run Orcutt Early Learning Center state preschool and the Santa Barbara County Education Office special day class preschool. Specifically, we propose to establish an inclusion model for the two classes in which teachers closely collaborate and students with disabilities learn, work, and socialize alongside typical peers on activities ranging from classroom centers to outdoor recreation to social/emotional learning. The grant aims to transform two preschool programs that currently are harmonious neighbors into full-fledged, synergistic partners, all for the benefit of students.

The grant also includes benefits for transitional kindergarten and kindergarten students in the district. The grant will fund articulation between the preschool teachers and TK, K, and Special Educational teachers from the district who receive our preschoolers. Also, the grant will provide training of TK and K teachers and instructional assistants in inclusive teaching techniques and best practices for educating students with disabilities within a general education environment. Budgets and narratives from our grant proposal are included in the documentation for this action item.

Happily for our school district, our friends from First 5 Santa Barbara County have been most receptive to our proposal, and our grant application was approved by the First 5 Santa Barbara County Contract Support Committee on May 17, 2021. The next step is approval of a contract between the Orcutt Union School District and First 5 Santa Barbara County for the first year of the grant.

In the first year of implementation, Orcutt will employ one or more consultants to collaborate with the district Educational Services Departments on a needs assessment, community input sessions, and an Early Learning Plan. We are excited about this work and believe it ultimately will make an enormously positive impact on the youngest learners in our school district.

Recommendation

Staff recommends that the Board of Trustees approve the attached contract with First 5 Santa Barbara County Children & Families Commission. This will put into motion the Orcutt Union School District's Early Learning Planning Grant.

Fiscal Impact

The Early Learning Planning Grant will provide the district up to \$75,000 in funding for the first year of the grant project: July 1, 2021, through June 30, 2022.

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the FIRST 5 Santa Barbara County, Children & Families Commission (hereafter COMMISSION) and **Orcutt Union School District**, having its principal place of business at **500 Dyer Street, Orcutt, CA 93455** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COMMISSION agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** **Wendy Sims-Moten** at phone number **(805) 884-8085** is the representative of the COMMISSION and will administer this Agreement for and on behalf of COMMISSION. **Dr. Holly Edds** at phone number **805-938-8900** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COMMISSION: FIRST 5 Santa Barbara County
 Children & Families Commission
 5385 Hollister Ave., Bldg 10, Suite 110
 Santa Barbara, CA 93111
 Fax: 805-564-8586

To CONTRACTOR: **Dr. Holly Edds, Superintendent**
 Orcutt Union School District
 500 Dyer Street
 Orcutt, CA 93455

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to the COMMISSION in accordance with Exhibit A attached hereto and incorporated herein by reference. Exhibit A includes the following:

- Scope of Services related to First 5 Funding
- Attachment 1: Applicant Cover Sheet
- Attachment 2: Scope of Work
- Attachment 3: Demographic & Geographic Clients Served Details
- Attachment 4: Projected Units of Service

- Attachment 5: Indirect Cost Rate Description
- Attachment 6: Agency Involvement in Litigation and/or Compliance Difficulties
- Attachment 7: Budget Narrative
- Attachment 8: Program Budget- Personnel Budget
- Attachment 8 : Program Budget- Operational Budget

4. **TERM.** CONTRACTOR shall commence performance on **July 1, 2021** or when the contract is executed whichever is later and end performance upon completion, but no later than **June 30, 2022** unless otherwise directed by the COMMISSION or unless earlier terminated. All insurance certificates must be current and proof of insurance must be provided prior to execution of contract.

5. **COMPENSATION OF CONTRACTOR.** In full consideration for CONTRACTOR'S services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by the COMMISSION and which is delivered to the address given in Section 2 NOTICES above or via electronic mail following completion of the increments identified on Exhibit B. Unless otherwise specified on Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

6. **SUPLANTATION OF FUNDS.** Consistent with the intent of the California Children and Families Act of 1998, no monies from this Program may be used to supplant other federal, state, private, or local funds that currently, or within the last 12 months, have been committed to the agency for any purpose. Activities funded through the California Children and Families Act of 1998 must be new or enhancements to existing activities. CONTRACTOR must comply with Supplantation Policy adopted by the COMMISSION. A copy of the Supplantation Policy is located in the Contractor's Manual on the COMMISSION's website at www.First5SantaBarbaraCounty.org), and is incorporated in this Agreement by reference.

7. **NONAPPROPRIATION.** This Agreement is funded from revenue derived from a tax placed on the sale of cigarettes. COMMISSION reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments, then COMMISSION will immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COMMISSION in accordance with paragraph 23 of this Agreement.

8. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that CONTRACTOR, (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COMMISSION and not as an officer, agent, servant employee, joint venturer, partner, or associate of COMMISSION. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

9. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Reimbursements for services can be based on performance or compliance with reporting. All products of whatsoever nature which CONTRACTOR delivers to COMMISSION pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally

observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at the COMMISSION'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

10. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

11. **TAXES.** CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. The COMMISSION shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should the COMMISSION be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COMMISSION for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

12. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COMMISSION retains the right to waive a conflict of interest disclosed by CONTRACTOR if COMMISSION determines it to be immaterial, and such waiver is only effective if provided by COMMISSION to CONTRACTOR in writing.

13. **RESPONSIBILITIES OF COMMISSION.** COMMISSION shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

14. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** COMMISSION shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COMMISSION. Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COMMISSION all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to herein as "Copyrightable Works and Inventions"). COMMISSION shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights

of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COMMISSION against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon any intellectual property or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COMMISSION in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of the Agreement.

15. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COMMISSION shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00) CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and review, whether by COMMISSION or the State, at no charge to COMMISSION.

16. **CAPITAL PROJECTS - LAND USE AND BUILDING USE,** All capital projects funded by this Agreement shall be used for the purpose identified in this Agreement for a term of twenty years. During this twenty-year term, no change in use shall be made without first obtaining the written consent of the COMMISSION. Should CONTRACTOR change the use in violation of this provision, CONTRACTOR shall pay COMMISSION a prorated share of the costs of the capital projects funded by this Agreement. The prorated share shall be five percent of the costs of the capital project funded by the Agreement, for each year or fraction thereof, remaining in the twenty-year term. If CONTRACTOR changes the use in violation of this provision and does not pay the COMMISSION the prorated share specified above, then CONTRACTOR shall transfer to the COMMISSION, ownership of the capital project.

17. **SUBMISSION OF FINANCIAL STATEMENTS.** CONTRACTOR shall submit an annual independently audited financial statement to the COMMISSION within 120 days of CONTRACTOR'S fiscal year-end unless an annual waiver of this requirement is received in writing from the County of Santa Barbara Auditor-Controller's office prior to the end of the fiscal year in question.

18. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR agrees to defend, indemnify and save harmless the COMMISSION and COUNTY OF SANTA BARBARA and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.

19. **NONDISCRIMINATION.**

- A. COMMISSION hereby notifies CONTRACTOR that the COUNTY OF SANTA BARBARA's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

- B. CONTRACTOR will serve its target population in an environment that is free of discrimination and sensitive to differences of people working towards the common goal of children ready to enter elementary school as healthy and active learners, including sensitivity to differences of gender, race, ethnicity, class, age, physical ability, sexual orientation or other life experiences.
- C. FAITH BASED CONTRACTOR will not require participation in a given faith to be a prerequisite for receiving services utilizing Proposition 10 dollars. Outreach for services will be to the community at large. All Faith Based organizations must comply with the Faith Based Policy adopted by the Commission. A copy of the Faith Based Policy is located in the Contractor's Manual on the COMMISSION's website at www.First5SantaBarbaraCounty.org), and is incorporated in this Agreement by reference.

20. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COMMISSION shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COMMISSION desires.

21. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COMMISSION and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

22. **SUB-CONTRACTORS.** CONTRACTOR shall supervise and monitor all work performed by any and all sub-contractors including units of service performed, insurance coverage, invoice amounts and fiscal records. Contractor is responsible for reporting units of service for the subcontractor in each bi-annual report. Contractor will notify Commission in writing of any issue of sub contractor non compliance.

23. **TERMINATION.**

A. **By COMMISSION.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part, whether for COMMISSION's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

- For Convenience. COMMISSION may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COMMISSION, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COMMISSION from such winding down and cessation of services.
- For Non-appropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or county governments, or funds are not otherwise available for payments by COMMISSION in the

fiscal year(s) covered by the term of this Agreement, then COMMISSION will notify CONTRACTOR of such occurrence and COMMISSION may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COMMISSION shall have no obligation to make payments with regard to the remainder of the term.

- For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COMMISSION may, at COMMISSIONS's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COMMISSION as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COMMISSION fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COMMISSION within thirty (30) days of written notice to COMMISSION of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COMMISSION all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COMMISSION may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COMMISSION shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COMMISSION such financial information as in the judgment of COMMISSION is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COMMISSION shall be final. The foregoing is cumulative and shall not affect any right or remedy which COMMISSION may have in law or equity.

24. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

25. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall

be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved by COMMISSION is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

27. **SOLE RECOURSE.** CONTRACTOR'S sole remedy is against the COMMISSION and COMMISSION Trust Funds and CONTRACTOR will not seek damages, specific performance, or other relief from the County of Santa Barbara or its agencies or employees.

28. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

29. **NO WAIVER OF DEFAULT.** No delay or omission of COMMISSION to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COMMISSION shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COMMISSION.

30. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

31. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

32. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COMMISSION be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COMMISSION.

33. **CALIFORNIA PENAL CODE- MANDATED REPORTING,** CONTRACTOR and all subcontractors shall comply with the training requirements for identification and reporting of child abuse, contained in Penal Code Section 11165.7. Contractor shall have established procedures for paid and volunteer staff for reporting suspected child abuse cases. The procedure shall be made available to the COMMISSION upon request.

- A. CONTRACTOR employees, volunteers, and subcontractors who have direct contact with children when providing FIRST 5 funded services must receive annual training and sign a statement that he or she know of the child abuse reporting laws and will comply with requirements. All training shall be documented in an individual's personnel file.
- B. CONTRACTOR must receive CA fingerprint clearance for all employees, volunteers and subcontractors who provide FIRST 5 funded direct services to children which state that they do not have a criminal history which would compromise the safety of children.

34. **CALIFORNIA LAW.** The laws of the State of California shall govern this Agreement. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

35. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

36. **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

37. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent CONTRACTOR between the **FIRST 5 Santa Barbara County, Children & Families Commission** and **Orcutt Union School District**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COMMISSION.

FIRST 5 SANTA BARBARA COUNTY
CHILDREN & FAMILIES COMMISSION

CONTRACTOR:

By: _____
Wendy Sims-Moten, Executive Director
Date: _____

By: _____
Dr. Holly Edds, Superintendent
Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

SocSec or TaxID Number: _____
APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel
Date: _____

By: _____
Auditor-Controller
Date: _____

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Program Administrator
Date: _____

EXHIBIT A

SCOPE OF SERVICES

The FIRST 5 Santa Barbara County, Children & Families Commission was established in February 1999, in concert with the passage of the 1998 California Children and Families Act (Proposition 10) by California voters in November 1998. The Act has been incorporated into California Health and Safety Code Sections 130100-130155 and Revenue and Taxation Sections 30131-30131.6.

The FIRST 5 Santa Barbara County, Children & Families Commission consistent with the California Children and Families Act, is committed to improving the lives of children 0–5 and their families through countywide, comprehensive, integrated systems of early childhood development services. The COMMISSION will work in partnership with its grantees to achieve strategic objectives that support this mission as detailed in its strategic plan.

CONTRACTOR may provide services up to the child's sixth birthday. CONTRACTOR must comply with the Service Age Policy adopted by the COMMISSION. All direct service must be given in the client's home language. All exceptions must have prior consent from FIRST 5 on a case by case basis.

CONTRACTOR and Subcontractors will be required to participate in Training & Technical Assistance workshops and the Contractor's Orientation, and 2 Evaluation Meetings.

The CONTRACTOR will participate in a comprehensive, countywide evaluation being conducted by the University of California, Santa Barbara, and Graduate School of Education. Participation will include, but is not limited to, the collection of data on project implementation, participant characteristics, and participant outcomes to promote program improvement. CONTRACTOR will need to participate in the evaluation in-service trainings. CONTRACTOR'S attendance is required at all training sessions on usage of evaluation and data reporting. CONTRACTOR must comply with the Confidentiality and Collection of Evaluation Data policy adopted by the COMMISSION. (This Policy along with all the other Commission policy's are available in the Contractor's Manual, which provides important information and policies to support successful implementation of grant funds for funded partners.).

The CONTRACTOR will submit to the COMMISSION two Bi-annual reports (BAR). Reports will contain aggregated outcome and performance measures. CONTRACTOR shall comply with the COMMISSION'S Financial Penalty Policy if a report is not submitted timely. The Commission will provide training on the use of any evaluation data collection instruments as well as the First 5 evaluation database for data collection reporting.

The CONTRACTOR will have tobacco education and cessation materials visibly available and accessible to clients participating in COMMISSION funded activities. CONTRACTOR must comply with the Tobacco Policy adopted by the COMMISSION.

CONTRACTOR must comply with Confidentiality and Collection of Evaluation Data Policy adopted by the COMMISSION. COMMISSION staff may conduct yearly site visits of Contractor's program, which are part of the contract monitoring process. During the site visit COMMISSION staff will review Contractor's and sub contractor's program and fiscal files. The COMMISSION reserves the right to request at any time, any or all appropriate licenses, permits, registrations, accreditations, and/or certificates required by Federal, State, and local laws, regulations, guidelines, and/or directives for the operation of

applicant's facility(ies) and for the provision of services hereunder as well as its officers, employees, and/or agents performing the services hereunder. COMMISSION staff will adhere to all confidentiality policies and will sign necessary confidentiality forms if requested by CONTRACTOR.

Revenue generated by Contractor and subcontractors through state and federal leveraging of Proposition 10 funds, such as Targeted Case Management (TCM) and Medical Administrative Activities (MAA), shall be reinvested exclusively in FIRST 5 programs. Contractor shall provide the Commission with a semi-annual report on such leveraging, including the amount generated and a report on how those funds were reinvested in FIRST 5 funded programs

Contractor shall comply with the Commission's policies, which include: Tobacco Free Environment Policy, Funding Faith-Based Organizations Policy, Confidentiality and Collection of Evaluation Data Policy, Attribution Standards Policy, Leveraging Policy, Supplantation Policy, Service Age Policy, Principles on Equity, Capital Projects and Improvements Time Extension Policy, and Bi-Annual Fiscal Penalty Policy. (All policies are available in the Contractor's Manual and on the COMMISSION's website at www.First5SantaBarbaraCounty.org).

The Commission reserves the right to adopt policies in response to changes in State law.

**EXHIBIT A
ATTACHMENTS**

Attachment 1 Applicant Cover Sheet

Applying For:	Early Learning Planning Grant		
Name of Applicant/Organization:	Orcutt Union School District		
Name of Program:	Inclusion & Empowerment from Preschool Through Kindergarten		
Program Contact:	Joe Dana		
Program Contact Title:	Assistant Superintendent, Educational Services		
	Orcutt Union School District		
Program Contact Email:	jdana@orcutt-schools.net		
Agency Address: (Street, City, Zip)	500 Dyer Street, Orcutt, CA 93455		
Amount of Grant Applicant is Requesting:	FY 21-22		
	\$75,000		
Name of Agency Director:	Dr. Holly Edds, District Superintendent		
Signature of Agency Director:	<i>Dr. Holly Edds</i> (electronic signature)		
Name of the Representative of the Board:	Mrs. Melanie Waffle, Board President		
Signature of Representative of the Board:	<i>Mrs. Melanie Waffle</i> (electronic signature)		
Tax-Exempt Status:	Other		
Tax ID Number:			

Subcontractor Signatures

All subcontractors included in the budget **MUST** sign below. By Signing, the subcontractor is assuring First 5 Santa Barbara County that they have seen and approved the corresponding subcontractors budget, scope of work, and related attachments submitted by the applicant on their behalf. NOTE: Attachments will auto fill the Lead Agency and Subcontractors name throughout the attachments if listed below and where applicable.

Name of Agency (Subcontractor)	Name of Agency Director	Director Signature

Attachment 2 Scope of Work

Lead Agency Name: Orcutt Union School District

Program Name: Inclusion & Empowerment from Preschool Through Kindergarten

Scope of Work - Briefly outline in the space below what the project hopes to accomplish should funding be provided. It is ok to use a bullet format. Your description should be limited to no more than what fits in this box.

The First 5 Santa Barbara County Early Learning Planning Grant proposed by the Orcutt Union School District would lay the foundation for a transformation of the learning environment of preschool students attending the Santa Barbara County Education Office special day class preschool and the district-run Orcutt Early Learning Center state preschool located side by side on the campus of Orcutt Academy High School. It also would provide training for transitional kindergarten and kindergarten teachers in Orcutt in best practices for welcoming and educating students with special needs.

Specifically, the program will entail the following:

- With the expertise and facilitation of consultant(s), engagement of the county special day class teachers and state preschool teacher in research and discussion on how their classes can come together to establish an inclusion model of preschool teaching
- Collaborative planning by the two teachers leading to a sense of collective responsibility for their students
- Implementation of an inclusion model that has students with disabilities working alongside typical peers on a range of activities such as outdoor recreation, centers, academics, and social/emotional learning. Paraprofessionals assigned to the special day class would support students with disabilities in these activities.
- Purchase of instructional materials, flexible classroom furniture, and inclusive/sensory playground equipment that will facilitate inclusion activities for preschool students
- Parent/family engagement activities for families from both classes. This engagement could take the form of joint events, joint field trips, parent education, and more.
- Articulation with transitional kindergarten, kindergarten, and Special Education inclusion teachers from the Orcutt Union School District and other receiving school districts
- Training of transitional kindergarten and kindergarten teachers and paraprofessionals from the Orcutt Union School District in inclusive teaching techniques and best practices for educating students with disabilities within a general education environment
- Empowerment of students in both classes to meet their full potential academically and socially. Inclusion is beneficial to all participating students. Moreover, many of the students in the special day class will matriculate to Orcutt Union School District classrooms where they will learn alongside graduates from the state preschool. This initiative will empower these students to accomplish maximal success in preschool and in the years beyond.

Attachment 3 Demographic & Geographic Clients Served Details

Lead Agency Name: Orcutt Union School District
Program Name: Inclusion & Empowerment from Preschool Through Kindergarten

Table 1: Enter the total number of **INDIVIDUALS/UNDUPLICATED MEMBERS** and **GROUPS/DUPLICATED Counts** expected to be served. Include all subcontractor numbers served. (Enter "0" if none)

Family Member Category	Total # of INDIVIDUALS/UNDUPLICATED			Total # of GROUPS/DUPLICATED		
	FY 21-22			FY 21-22		
Children 0-3	1,140			0		
Children 4-5	760			0		
Parents/Guardians	2,000			0		
Providers	50			0		
Other	0			0		
Totals	3950	0	0	0	0	0

Table 2: Geographical location of clients to be served as **INDIVIDUALS/UNDUPLICATED MEMBERS** and **GROUPS/DUPLICATED counts**. Use Table 1 numbers to fill in this table.

Location	Total # of INDIVIDUALS/UNDUPLICATED			Total # of GROUPS/DUPLICATED		
	FY 21-22			FY 21-22		
Santa Barbara	0			0		
Carpinteria	0			0		
Cuyama/New Cuyama	0			0		
Los Alamos	100			0		
Santa Maria	350			0		
Lompoc Valley	0			0		
Goleta	0			0		
Guadalupe	0			0		
Orcutt	3500			0		
Isla Vista	0			0		
Santa Ynez Valley	0			0		
Other SB County	0			0		
Totals	3950	0	0	0	0	0

CHECK & BALANCE

Note: Total of Tables 1 and 2 should be the same for **INDIVIDUALS/UNDUPLICATED MEMBERS** and **GROUPS/DUPLICATED counts** expected to be served by Lead Agency and Subcontractors, if applicable.

	Total # of INDIVIDUALS/UNDUPLICATED			Total # of GROUPS/DUPLICATED		
	FY	Total 1	Total 2	FY	Total 1	Total 2
A circle with a green check mark indicates table 1 and 2 match. If a red X appears your totals are not adding up. Please adjust your numbers.	FY 21-22	✓ 3950	✓ 3950	FY 21-22	✓ 0	✓ 0
		✓ 0	✓ 0		✓ 0	✓ 0
		✓ 0	✓ 0		✓ 0	✓ 0
		✓ 0	✓ 0		✓ 0	✓ 0

Attachment 4 Projected Units of Service

Lead Agency Name: Orcutt Union School District
Program Name: Inclusion & Empowerment from Preschool Through Kindergarten

NUMBER 1	Units of Service	Units Funded By First 5			Total Units for Project including Leveraged Dollars		
		FY 21-22			FY 21-22		
<i>Service Code:</i>	Asset Map	1					
<i>Service Modality:</i>	Document						
<i>Measurement Type:</i>	Service Completed						
<i>Additional Details: Include all agencies who will provide this unit of service.</i>	First 5 staff will finalize this attachment with the applicant						
NUMBER 2	Units of Service	Units Funded By First 5			Total Units for Project including Leveraged Dollars		
		FY 21-22			FY 21-22		
<i>Service Code:</i>	Learning Community Participation	12					
<i>Service Modality:</i>	Public/Community Event						
<i>Measurement Type:</i>	Service Completed						
<i>Additional Details: Include all agencies who will provide this unit of service.</i>	LEA representative will be required to attend monthly Learning Community meetings held by First 5 SBC.						
NUMBER 3	Units of Service	Units Funded By First 5			Total Units for Project including Leveraged Dollars		
		FY 21-22			FY 21-22		
<i>Service Code:</i>	Needs Assessment	1					
<i>Service Modality:</i>	Document						
<i>Measurement Type:</i>	Service Completed						
<i>Additional Details: Include all agencies who will provide this unit of service.</i>	The Orcutt Union School District will complete a Needs Assessment.						
NUMBER 4	Units of Service	Units Funded By First 5			Total Units for Project including Leveraged Dollars		
		FY 21-22			FY 21-22		
<i>Service Code:</i>	Community Input Meetings	5					
<i>Service Modality:</i>	Public/Community Event						
<i>Measurement Type:</i>	Series of Events						
<i>Additional Details: Include all agencies who will provide this unit of service.</i>	LEA is required to minimally host 5 Community Input Meetings.						
NUMBER 5	Units of Service	Units Funded By First 5			Total Units for Project including Leveraged Dollars		
		FY 21-22			FY 21-22		
<i>Service Code:</i>	Early Learning Plan	1					
<i>Service Modality:</i>	Document						
<i>Measurement Type:</i>	Service Completed						
<i>Additional Details: Include all agencies who will provide this unit of service.</i>	The Orcutt Union School District will submit an Early Learning Plan.						

Attachment 6 Indirect Cost Rate Description

Lead Agency Name: Orcutt Union School District
 Program Name: Inclusion & Empowerment from Preschool Through Kindergarten

1. How is the Indirect Cost Rate calculated? Please answer below for Lead Agency as well as for each subcontractor under this application.

Lead Agency Name Below: Orcutt Union School District	The percentage used by the Orcutt Union School District for indirect costs is 4.23%.
Sub Agency Name Below: 0	
Sub Agency Name Below: 0	
Sub Agency Name Below: 0	
Sub Agency Name Below: 0	
Sub Agency Name Below: 0	

2. List all items that are included in your indirect costs: Please answer below for Lead Agency as well as for each subcontractor under this application.

Lead Agency Name below: Orcutt Union School District	Indirect costs account for oversight by the district's assistant superintendent of educational services and support for the grant by Educational Services, Business Services, Special Education, and Maintenance & Operations staff.
Sub Agency Name: 0	
Sub Agency Name: 0	
Sub Agency Name: 0	
Sub Agency Name: 0	
Sub Agency Name: 0	

Please note that the total indirect costs cannot exceed 15% of the grand total amounts awarded excluding equipment and capital expenses.

Attachment 7

Agency Involvement in Litigation and/or Compliance Difficulties Form

Lead Agency Name: Orcutt Union School District
Program Name: Inclusion & Empowerment from Preschool Through Kindergarten

For Lead Agency and all subcontractors select from drop down YES or NO on the following questions. If a **YES** answer is selected please explain fully the circumstances and include discussion of the potential impact on the program. As part of the grant agreement process, the COMMISSION, at its own discretion, may implement procedures to validate the responses made below. The COMMISSION reserves the right to reject all or part of the grant agreement if false or incorrect information is submitted by the applicant.

Lead Agency & Subcontractor Names:	Orcutt Union School District	0	0	0	0	0
1.) Is the organization (or a collaborative partner) currently, or within the past two years, involved in litigation?	YES	Select One	Select One	Select One	Select One	Select One
2.) Is the lead agency director currently, or within the past two years, involved in litigation related to the administration and operation of a program or organization?	NO	Select One	Select One	Select One	Select One	Select One
3.) Have there been unfavorable rulings by a funding source against the agency (or collaborative partners) for improper management or contract compliance deficiencies?	NO	Select One	Select One	Select One	Select One	Select One
4.) Has the agency or agency director (for the lead agency or subcontractors) ever had public or foundation funds withheld?	NO	Select One	Select One	Select One	Select One	Select One
5.) Has the agency (or subcontractors) ever had its non-profit status revoked or withheld?	NO	Select One	Select One	Select One	Select One	Select One
6.) Has the agency or agency director (for the lead agency or subcontractors) refused to participate in any fiscal audit requested by a government agency or funding source?	NO	Select One	Select One	Select One	Select One	Select One

Brief Explanation: Please only use the space provided below, do not write more than what can fit in the box below.

The Orcutt Union School District has been involved in litigation within the past two years. The litigation involves Special Education services, and the details are confidential. For more information, please refer to District Superintendent Dr. Holly Edds.

**Attachment 8
Program Budget**

Lead

Lead Agency Name: _____
 Program Name: _____

This form is required for the Lead Agencies and each Subcontractor. Complete this form for the entire project. If there are subcontractors' budgets involved, please submit an additional form for each. **Please Note:** Use "Tab" Key to move from field to field. You are working in the yellow colored fields only.

Position Title/Name	No of Days	Benefit %	Actual Salaries		Year 1		Year(s) Total				
			Total Monthly Salary	Total Annual Salary	FY 21-22	FY 21-22		FY 21-22	FY 21-22		
					First 5 Santa Barbara County	*Funded By other Sources		First 5 Santa Barbara County	*Funded By other Sources	First 5 Santa Barbara County	*Funded By other Sources
1 Program Supervisor Terri Jones	180		4,000	48,000	4,000	44,000		48,000	48,000	144,000	
Benefits		10%	-	-	400	-	0%	-	4,800	14,400	
2					#DIV/0!	#DIV/0!		#DIV/0!	#DIV/0!	-	
3					#DIV/0!	#DIV/0!		#DIV/0!	#DIV/0!	-	
4					#DIV/0!	#DIV/0!		#DIV/0!	#DIV/0!	-	
5					#DIV/0!	#DIV/0!		#DIV/0!	#DIV/0!	-	
6					#DIV/0!	#DIV/0!		#DIV/0!	#DIV/0!	-	
7					#DIV/0!	#DIV/0!		#DIV/0!	#DIV/0!	-	
8					#DIV/0!	#DIV/0!		#DIV/0!	#DIV/0!	-	
Total labor					4,000	44,000		48,000	-	48,000	144,000
Total Benefits					-	400		-	4,800	14,400	
Personnel Sub Totals					4,400	48,400		52,800	-	52,800	158,400
		Total % Funded			8%	92%		0%	100%	0%	100%

STEP 1: Enter the position /title in the first cell and the staff member's name in the cell below

STEP 2: Enter the contracted number of days calculated into the annual salary

STEP 3: Enter monthly salary for each staff member in this column. The total annual salary will be calculated automatically

STEP 5: Enter the benefit percentage for each employee

STEP 4: Work in the yellow boxes to enter the labor dollars for First 5. The percentage will be calculated automatically for you.

**Attachment 8
Program Budget**

Lead

Lead Agency Name: Orcutt Union School District
Program Name: Inclusion & Empowerment from Preschool Through Kindergarten

This form is required for the Lead Agencies and each Subcontractor. Complete this form for the entire project. If there are subcontractors' budgets involved, please submit an additional form for each. **Please Note:** Use "Tab" Key to move from field to field. You are working in the

Position Title/Name	No of Days	Benefit %	Actual Salaries		Family Support Year 1		Year(s) Total
			Total Monthly Salary	Total Annual Salary	FY 21-22	FY 21-22	
					First 5 Santa Barbara County	*Funded By other Sources	
1 5% of Salary of Assistant Superintendent, Educati TBD				7,500	7,500	-	7,500
Benefits				-	-	-	-
2 Release time for preschool teachers Michelle Valencia, Michelle Franco				-	2,000	(2,000)	-
Benefits				-	#DIV/0!	#DIV/0!	-
3 Release time for SDC preschool teacher Theresa Solorzano-Moreno				-	1,000	(1,000)	-
Benefits				-	#DIV/0!	#DIV/0!	-
4 Release time for Orcutt USD TK, K teachers Numerous	Hours			-	4,500	(4,500)	-
Benefits				-	#DIV/0!	#DIV/0!	-
5 Release time for Orcutt USD paraprofessionals Release time				-	1,000	(1,000)	-
Benefits				-	#DIV/0!	#DIV/0!	-
6				-	#DIV/0!	#DIV/0!	-
Benefits				-	-	-	-
7				-	#DIV/0!	#DIV/0!	-
Benefits				-	-	-	-
8				-	#DIV/0!	#DIV/0!	-
Benefits				-	-	-	-
9				-	#DIV/0!	#DIV/0!	-
Benefits				-	-	-	-
10				-	#DIV/0!	#DIV/0!	-
Benefits				-	-	-	-
11				-	0%	#DIV/0!	-
Benefits				-	-	-	-
12				-	#DIV/0!	#DIV/0!	-
Benefits				-	-	-	-
13				-	#DIV/0!	#DIV/0!	-
Benefits				-	-	-	-
Total Labor					16,000	(8,500)	7,500
Total Benefits					-	-	-
Personnel Sub Totals					16,000	(8,500)	7,500
			Total % Funded		213%	-113%	

**Attachment 8 Continued
Program Budget**

Lead

Lead Agency Name: Orcutt Union School District
 Program Name: Inclusion & Empowerment, Preschl Through Kdg

	Family Support Year 1		TOTAL
	FY 21-22	FY 21-22	
<u>Operating Expenses</u>	<u>First 5 Santa Barbara County</u>	<u>*Funded By Other Sources</u>	
A. Rent and Utilities			-
B. Office Supplies and Materials	1,328		1,328
C. Telephone/Communications			-
D. Postage/Mailing			-
E. Reproduction/ Copying	500		500
F. Printing			-
G. Equipment Lease/ Equipment			-
H. Travel	1,000		1,000
I. Insurance			-
J. Audit			-
K. Training Conferences	3,000		3,000
L. Evaluation			-
M. Subcontractors (Consultants)	25,000		25,000
N. Other			-
1 Inclusive/sensory play equipment for shared playground	25,000		25,000
2 for shared playground			-
3			-
4			-
5			-
6			-
7			-
8			-
9			-
10			-
Operating Expense Sub Totals	55,828	-	55,828
Total Program Costs Not Including Indirect Costs (Page 1 & 2)	71,828	(8,500)	63,328
Enter Actual Indirect Costs <i>Not to exceed 15% of total program cost</i>	3,172		3,172
TOTAL PROGRAM COST	75,000	(8,500)	66,500

In-Kind: Please identify and in-kind support that is available to this project. (i.e. volunteer hours, identify role (s) of

In Kind Support	Description

*** Funded By Other Sources: Please identify all additional funding sources that are available to this project. (i.e.**

Additional Funding Sources

**Attachment 8
Program Budget**

Sub

Lead Agency Name: _____

Program Name: _____

SubContractor Name: Select One

This form is required for the Lead Agencies and each Subcontractor. Complete this form for the entire project. If there are subcontractors' budgets involved, please submit an additional form for each. **Please Note:** Use "Tab" Key to move from field

Position Title/Name	No of Days	Benefit %	Actual Salaries		Family Support Year 1		Year(s) Total
			Total Monthly Salary	Total Annual Salary	FY 21-22	FY 21-22	
					First 5 Santa Barbara County	*Funded By other Sources	
1				0		0	0
Benefits					#DIV/0!	#DIV/0!	
					0	0	0
2				0		0	0
Benefits					#DIV/0!	#DIV/0!	
					0	0	0
3				0		0	0
Benefits					#DIV/0!	#DIV/0!	
					0	0	0
4				0		0	0
Benefits					#DIV/0!	#DIV/0!	
					0	0	0
5				0		0	0
Benefits					#DIV/0!	#DIV/0!	
					0	0	0
6				0		0	0
Benefits					#DIV/0!	#DIV/0!	
					0	0	0
7				0		0	0
Benefits					#DIV/0!	#DIV/0!	
					0	0	0
8				0		0	0
Benefits					#DIV/0!	#DIV/0!	
					0	0	0
9				0		0	0
Benefits					#DIV/0!	#DIV/0!	
					0	0	0
10				0		0	0
Benefits					#DIV/0!	#DIV/0!	
					0	0	0
11				0		0	0
Benefits		10%			#DIV/0!	#DIV/0!	
					0	0	0
12				0		0	0
Benefits					#DIV/0!	#DIV/0!	
					0	0	0
13				0		0	0
Benefits					#DIV/0!	#DIV/0!	
					0	0	0
Total Labor						0	0
Total Benefits						0	0
Personnel Sub Totals						0	0
Total % Funded						#DIV/0!	#DIV/0!

**Attachment 8 Continued
Program Budget**

Sub 1

Lead Agency Name: _____
 Program Name: _____
 SubContractor Name: 0

	Family Support Year 1		TOTAL
	FY 21-22	FY 21-22	
	First 5 Santa Barbara County	*Funded By Other Sources	
Operating Expenses			
A. Rent and Utilities			-
B. Office Supplies and Materials			-
C. Telephone/Communications			-
D. Postage/Mailing			-
E. Reproduction/ Copying			-
F. Printing			-
G. Equipment Lease/ Equipment			-
H. Travel			-
I. Insurance			-
J. Audit			-
K. Training Conferences			-
L. Evaluation			-
M. Subcontractors			-
N. Other			-
1			-
2			-
3			-
4			-
5			-
6			-
7			-
8			-
9			-
10			-
Operating Expense Sub Totals	-	-	-
Total Program Costs Not Including Indirect Costs (Page 1 & 2)	-	-	-
Enter Actual Indirect Costs <i>Not to exceed 15% of total program cost</i>			-
TOTAL PROGRAM COST	-	-	-

In-Kind: Please identify and in-kind support that is available to this project. (i.e. volunteer

In Kind Support	Description

*** Funded By Other Sources: Please identify all additional funding sources that are available to**

Additional Funding Sources

EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$75,000**. Payment will not exceed: **\$75,000** for fiscal year July 1, 2021 – June 30, 2022. There will be no payment for services performed or expenditures made prior to the full execution of this contract.
- B. Reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **Exhibit A-C** as determined by COMMISSION, on a monthly or tri-annual basis as determined by mutual agreement between CONTRACTOR and COMMISSION. CONTRACTOR will submit a completed aggregated Bi-annual report online through the First 5 evaluation database. Final payment will be released upon review and approval of completed aggregated year-end report. CONTRACTOR must comply with the Bi-Annual Financial Penalty Policy adopted by the COMMISSION.
- C. **Orcutt Union School District (agency)**, CONTRACTOR shall submit to the COMMISSION DESIGNATED REPRESENTATIVE an invoice for the service performed over the period specified. These invoices or certified claims must cite the assigned Contract Number. COMMISSION DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COMMISSION shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR. CONTRACTOR will maintain adequate records to substantiate invoice for reimbursement. **In cases where the contract includes one or more subcontractors, CONTRACTOR is responsible for the accuracy of subcontractor claims, and verification of support documentation submitted in CONTRACTOR'S invoice.**
- D. COMMISSION'S' failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COMMISSION'S right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. This contract shall not be amended without the prior written approval of both parties.
- F. There will be no rollover of funding between fiscal years without prior approval. Request can be made no later than May 1st of the fiscal year.

**EXHIBIT C
INSURANCE**

Inclusion & Empowerment from Preschool Through Kindergarten

ATTACHMENT 10: Early Learning Planning Grant – Proposal Narrative Template

A. Project Description: Items 1-4; three page maximum (40 POINTS)

1. Provide a concise overview of the ELP and how it will be delivered in relation to **First 5's Mission:**

This Early Learning Planning Grant will enable the Orcutt Union School District to transform the learning experience of preschool students attending the Santa Barbara County Education Office special day class preschool and the district-run Orcutt Early Learning Center state preschool located next to each other on the campus of Orcutt Academy High School in Old Orcutt. The program is intended to establish inclusion, collaboration, and empowerment that will benefit children from both programs. Additionally, the grant will fund training of transitional kindergarten and kindergarten teachers and paraprofessionals from the Orcutt Union School District in inclusive teaching techniques and best practices for educating students with disabilities. The bridging between preschool and TK/K teachers will help with the transition from preschool to elementary school.

For background, the SBCEO special day class preschool serves 20 3-, 4, and 5-year-olds residing in the Orcutt Union and Santa Maria-Bonita school districts. The moderate/severe class features a range of disabilities, including autism, Down syndrome, cerebral palsy, and speech and language disorders. Students participate in a morning session from 8:30-11:30 or an afternoon session from 12:15-3:15. Theresa Solorzano-Moreno is in her fourth year as the teacher; she has support from two paraprofessionals. The Orcutt Early Learning Center serves as many as 48 low-income 4- and 5-year-olds residing in the Orcutt Union School District. Students participate in either an early session from 8:00-11:00 a.m. or a late session from 11:30 a.m. to 2:30 p.m. The staff includes head teacher Michelle Valencia, who has been with the center since 2015, and four other employees: co-teacher Michelle Franco and three paraprofessionals.

At present, the two preschool classes are friendly neighbors. Prior to the onset of COVID-19, the teachers scheduled some recess time when students from both classes could share the playground and interact with each other. Solorzano-Moreno and Valencia also planned a few opportunities for special day class students with higher cognitive skills to join the Early Learning Center class for circle time. "I feel we have good communication," says Solorzano-Moreno. In meetings in preparation for this application, both she and Valencia expressed openness to making their professional relationship more collaborative and interdependent. This grant will enable them to evolve from being neighbors to full-fledged partners with a stake in each other's success.

In Year 1 of the grant, Orcutt will employ one or more consultants to collaborate with the district Educational Services Department on a needs assessment, community input sessions, and an Early Learning Plan. As part of this work, the consultant(s) will engage teachers from the programs in research and discussion on how their classes can come together to establish an inclusion model of preschool teaching and learning. We have models for preschool inclusion in our immediate area – as an example, SBCEO special day preschool teacher Laura Ishikawa has a thriving inclusion program at Allan Hancock College – and the progress can include outreach and visits to these places. (Perhaps a teacher like Ishikawa even could serve as a consultant for this initiative.) The consultant(s) can help our preschool teachers establish protocols for collaborative analysis and planning akin to a Professional Learning Community. Our teachers can deepen their partnership to include academics, social/emotional learning, outdoor recreation, joint school activities, and joint outreach to parents and families. The playground shared by our two classrooms is in need of improvement, and the consultant(s) also can help the teachers identify play equipment that will make the outdoor space more inclusive.

Concurrent to the work with preschool teachers will be professional development for transitional kindergarten and kindergarten teachers in the Orcutt Union School District. We are receiving more students with autism and other special needs, and our TK and K teachers would benefit from training in best practices for reaching and teaching these children. As possible, we would like to include paraprofessionals in this professional development. Additionally, this program would foster articulation between our preschool teachers and TK and K teachers around the transition from preschool to elementary school, “must learn” skills, and more.

In the future, the Orcutt Union School District may wish to operate the special day preschool class itself. In the near term, this program will foster inclusion and empowerment that will enhance the learning environment for students in both preschool classes.

Our program directly addresses three of the pillars of the First 5 Mission: kindergarten readiness, social and emotional competency, and equity and access. The end goal is to produce students who are ready to maximize their potential in all aspects – academic, social, and emotional – as they prepare for kindergarten. The program also leverages both program’s resources to provide empowerment and opportunity for students with disabilities who participate in the county special day class and English Learners and low-income children who participate in Orcutt’s state preschool.

2. List the key collaborative partners and/or subcontracting agencies involved in this application and briefly explain their role(s) in the proposed project.

The key collaborative partner for this application will be the Santa Barbara County Education Office Special Education Program. Our district has held preliminary meetings with Cathy DeLaurentis, the SBCEO coordinator who oversees the county special day class, and Solorzano-Moreno, the teacher of the special day class, and both have expressed an openness, indeed an eagerness, to work with the Orcutt Early Learning Center on inclusion. Solorzano-Moreno’s class is a relatively restrictive placement in the continuum of options for preschool students

with Individualized Educational Plans (IEPs). And yet her students are far more similar to students in the state preschool next door than they are different. As DeLaurentis told us, “Kids with IEPs need peer models who are higher functioning.” Preschool is the perfect time for this to happen, as children at that age are naturally accepting of each other. The reality is that visitors to an inclusion preschool often have difficulty identifying which children have disabilities.

3. Describe the geographic region(s) to be served, the specific population(s) targeted for services, and explain why it is important to provide these services in this community and for this population.

The geographic region served by this application consists of communities in northern Santa Barbara County including Orcutt, Santa Maria, and Los Alamos. At this time all students attending the SBCEO special day class preschool and Orcutt Early Learning Center reside within the Orcutt Union and Santa Maria-Bonita school districts.

This idea needs to become reality because children in the special day class preschool and the Orcutt Early Learning Center are not fully capitalizing on the blessing of their proximity. An inclusion program will benefit all participating students. Children with disabilities will have access to peer models, and children with more typical functioning will develop empathy and tolerance. Educators also benefit when they are collaborating, planning together, and learning from each other. This program will be a blessing for the teachers and paraprofessionals associated with the two preschool classes.

4. Explain how both the applicant in general, and the proposed program more specifically, are aligned/linked with and support the **existing system** serving children birth through grade 3 (i.e. Head Start, Migrant Education, CSPP, private programs, etc.).

This project will support the existing system that includes the preschools in place and the school districts that receive these students for transitional kindergarten and kindergarten. Both the special day class preschool and Early Learning Center send graduates to transitional kindergarten and kindergarten in Orcutt, and these children will have a better-rounded preschool experience in preparation for this transition. Also, the professional development for Orcutt transitional kindergarten and kindergarten teachers will strengthen the TK/K program for all students, including our students with disabilities. When completed, local preschool students will have a robust, synergistic preschool inclusion program as an educational option.

B. Agency & Staff Qualifications: Item 1; one page maximum (10 POINTS)

1. For both the applicant and subcontractors, describe a current or past experience providing School Readiness services and current organizational capacity to serve children birth through grade 3 and their families. Include in your response why your agency (or collaborative) is the most qualified to successfully carry out the proposed plan.

The Orcutt Union School District has a distinguished history of providing school readiness services and serving children in this age bracket and is well qualified to accomplish success with this initiative. The district's recent ventures with school readiness, preschool, and kindergarten include the following:

- The district launched the Orcutt Early Learning Center, a state preschool described in detail elsewhere in this application, in 2001. The Early Learning Center has become a valued preschool option for low-income families in our area. It was founded with a requirement for parent voluntarism; although this requirement has been removed, it continues to enjoy strong involvement and support from parents. Almost all of the center's graduates move on to transitional kindergarten and kindergarten classrooms in the district.
- From 2008-2009 through 2012-2013, the district operated a fee-based preschool on the campus of Joe Nightingale School. Scholarships and reduced fees were granted on a sliding scale. The preschool thrived, but it needed to be closed due to the need for classroom space as Joe Nightingale's enrollment was expanding.
- Transitional kindergarten was launched by the district in the 2015-2016 with a centralized location at Joe Nightingale School and as part of a TK/K combination class at Olga Reed School in Los Alamos. Transitional kindergarten has accomplished all that the state and our district had hoped, as children emerge from TK with very sound academic skills, social confidence, and key student skills. The Orcutt Academy added TK as a grade in 2016-2017 and since has piloted adding some TK students who did not turn 5 until after the TK window.
- The district has operated Special Education inclusion in its elementary schools since the 1991-1992 school year. In this model, Special Education students who need support for more than half of the school day are placed in a general education classroom, with services brought into the classroom in a team-teaching model. Two of the district's K-6 sites have inclusion in the primary grades. This program has a long record of success. Special Education inclusion students have been full participants in both grade-level curriculum and the social environment in the classroom. Visitors to inclusion classrooms have difficulty discerning which students have disabilities!

It needs to be mentioned that the district was planning to implement full-day kindergarten in 2020-2021. Although COVID-19 caused a one-year delay, the district will move forward with full-day K in 2021-2022.

Evaluation: Items 1-4; one page maximum (40 POINTS)

1. Describe the specific systems and processes the applicant's ELP will use to document efforts, monitor and track progress toward completing the scope of work, and to ensure the effective collection of programmatic data over time.

The Early Learning Planning Grant will be documented by a Management by Objectives spreadsheet that shows pertinent tasks, a timeline for completion, and progress toward completion. A committee consisting of (at a minimum) the assistant superintendent of educational services or designee, the two teachers of the Orcutt Early Learning Center, the teacher of the SBCEO special day class preschool, and the consultant(s) will meet periodically to review progress and determine next steps. As the program proceeds, the committee could expand to include SBCEO Special Education administrators and parent representatives.

2. Describe how the program will ensure the security of student related data, how data is collected, and where it is stored?

The program will be fully compliant with the Family Educational Rights and Privacy Act (FERPA). Student related data – i.e., progress toward Individualized Educational Program (IEP) goals – will be shared among the teacher team only and will be kept confidential. IEP and related data will be kept on the SIRAS Systems secure online platform. Data from surveys administered to staff and parents will be shared only among members of the committee cited above. Data will be kept on secure cloud-based accounts attached to the district. Student information will be housed in the secure Aeries student information system.

3. If the applicant does not currently have a contract with First 5, describe the applicant's past experience implementing a grant with robust requirements for data collection, reporting, and evaluation.

Orcutt has a long history of implementing grants with robust requirements for data collection, reporting, and evaluation. Among the grants with which our Educational Services team has experience are the Low Performing Students Block Grant, the Multi-Tiered Systems of Support (MTSS) grant, the CTE Incentive Grant, the CTE Strong Workforce Grant, the College Readiness Block Grant, the Nell Soto Parent Involvement Grant, and many more.

4. Describe which priority areas in the LCAP will include early learning as defined in Part 2.

This initiative will fall under OUSD Local Control and Accountability Plan (LCAP) and OUSD Strategic Plan goals related to the following:

- High Quality Instruction – implementation of rigorous curriculum; provide Multi-Tiered Systems of Support (MTSS)
- Future Ready – character and citizenship development
- Professional Development and Wellness – effective professional development
- Whole Child Approach – social/emotional learning, family support

C. Fiscal Management and Controls, Budget, Program Capacity/Viability, and Cost Effectiveness Budget Narrative: Items 1-3; one page maximum (10 POINTS)

1. Describe the agency's experience and the systems in place for managing multiple funding sources.

The Orcutt Union School District has a long history of managing multiple funding sources. The assistant superintendent of educational services, who will directly oversee implementation of this initiative, meets frequently with the assistant superintendent of business services and the director of fiscal services to be updated on income, expenditures, and account balances. The director of fiscal services works to ensure that grant expenditures are properly documented and charged to the correct account. She will be responsible for invoicing of expenditures to First 5 Santa Barbara County.

2. Provide a narrative for your proposed budget. The information included in this section should correspond to the figures in Attachments 6 and 8. If the budget includes consultant costs, describe the scope and purpose of consultant(s).

The main components of the proposed budget Year 1 are \$25,000 for consultant expertise and \$25,000 for inclusive/sensory play equipment for the preschool classes' shared playground. The budget provides release time for teachers and paraprofessionals to participate in collaboration and professional development, and it includes an allotment for conferences and travel. The budget pays for a portion of the salary of the district administrator (assistant superintendent of educational services) who will oversee grant implementation; it also accounts for indirect costs.

3. Did applicant submit independent audit? YES or NO If "NO", please explain why not below.

Orcutt Union School District budget and audit documents dating back to 2011-2012 are accessible online at the following link:

http://www.orcuttschools.net/departments/business_services/financial_documents

D. Final Question/Comment: Item 1; maximum of 300 words

1. Is there anything else you would like to share with those reviewing this application that you were unable to share in your application narrative?

We would like to share our belief and passion in inclusion for students with disabilities. Both of the district administrators involved in preparing this application – Assistant Superintendent of Educational Services Janet Bertoldi and Director of Charter Programs Joe Dana – have a personal connection to inclusion. Janet was one of two teachers to advocate for the establishment of an inclusion program in Orcutt in 1991. Janet and a colleague at Joe Nightingale School piloted an inclusion model in which Janet’s special day class for students with communicative disabilities merged with a general education first- and second-grade combination class. Janet and her colleague team taught and took shared responsibility for all of the students in their two classes. Their inclusion program was highly successful and served as the basis for expansion of inclusion into other grade levels at Joe Nightingale and ultimately another school in the district. Joe hosted inclusion as a general education classroom teacher at Joe Nightingale and personally saw how inclusion gave students with a range of disabilities experience social acceptance they never would have received otherwise. Also important is Joe’s experience as a parent. He and his wife Angie have a son, Jacob, who is on the autism spectrum and was a student in Joe Nightingale’s inclusion program. Joe sees the inclusion experience as an important catalyst in Jacob’s success as a student in junior high school, high school, and beyond. The bottom line in sharing this is that Janet and Joe have personal faith in inclusion that will motivate them to work hard to make sure this First 5 program succeeds.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by

the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

CERTIFICATE OF LIABILITY COVERAGE

DATE 6/12/2020

COVERAGE PROVIDER: Self-Insured Schools of CA 2000 K Street Bakersfield CA 93301	NAMED COVERED MEMBER DISTRICT: SISC Member Districts 2000 K Street Bakersfield CA 93301
--	---

THE REFERENCED MEMORANDUM OF COVERAGE(S) ("MOC") AND/OR INSURANCE POLICY(IES) EXTEND INDEMNITY PROTECTION TO THE NAMED COVERED MEMBER IN KEEPING WITH THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENTS/ POLICIES FOR THE EFFECTIVE COVERAGE DATES AND WITH THE STATED COVERAGE LIMITS. COVERAGE PROVIDED BY MOCS IS EXTENDED PURSUANT TO THE RIGHTS AND LIMITATIONS OF CALIFORNIA GOV'T CODE § 990 & 6500 ET SEQ.

CERTIFICATE NUMBER: 5

TYPE OF COVERAGE	COVERAGE AFFORDED	MOC/POLICY NUMBER	EFFECTIVE DATE(S)	EXPIRATION DATE(S)	LIMITS (Each Occurrence)
GENERAL LIABILITY	General Liability* Employment Practices Educators' Legal Liability	SLP 7120 21 DEDUCTIBLE* \$ 5,000	07-01-2020	07-01-2021	\$ 2,000,000
AUTOMOBILE LIABILITY	Automobile Liability (All Owned, Hired, Leased, and Borrowed)**	SAP 7120 21 DEDUCTIBLE \$ \$5,000** ACV COMP/COLL	07-01-2020	07-01-2021	\$ 2,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	E.L. Each Accident E.L. Disease – Ea. Employee E.L. Disease – Policy Limit				
BLANKET BUILDINGS & PROPERTY	Blanket Buildings & Contents, Replacement Cost Rental Interruption, Actual Loss Sustained	SPP 7120 21 DEDUCTIBLE \$ 5,000	07-01-2020	07-01-2021	\$ 250,000

*Member districts with an ADA of less than 4,000 are subject to a liability deductible of \$25,000 for claims/suits resulting from sexual abuse and molestation. Members with an ADA of 4,000 or more are subject to a liability deductible of \$50,000 for claims/suits resulting from sexual abuse and molestation.

**Collision/Comp deductible for buses is in the amount of \$5,000. Collision/Comp deductible for other vehicles is in the amount of \$2,500.

THIS CERTIFICATE CONFERS NO RIGHT, BENEFIT, OR INTEREST IN THE REFERENCED MEMORANDUM(S) OF COVERAGE OR INSURANCE POLICY(IES), NOR DOES IT AMEND, MODIFY, ENLARGE OR ALTER THE COVERAGE AFFORDED BY SUCH DOCUMENTS. IF THE CERTIFICATE HOLDER IS CONTRACTUALLY ENTITLED TO BE NAMED AS AN ADDITIONAL COVERED MEMBER ("ACM") UNDER ANY COVERAGE AGREEMENT OR POLICY, THE CONTRACT IMPOSING THE OBLIGATION MUST BE PROVIDED TO THE NAMED COVERED MEMBER LISTED ABOVE FOR REVIEW AND APPROVAL BEFORE SUCH AN ENDORSEMENT WILL BE ISSUED; ACM COVERAGE IS NOT AUTOMATICALLY GRANTED.

Description and Date(s) of Event/Operations/Locations/Vehicle (Additional remarks/schedule may be attached if more space is needed)

As respects permits, grants, agreements and use of various facilities, for which the County of Santa Barbara, its officers, officials, employees, agents, and volunteers are listed as additional insureds, relating to the attached list of schools districts covered under the SISC MOC (see attached list).

CERTIFICATE HOLDER:

County of Santa Barbara
 Attention: Ray Aromatorio
 105 E Anapamu Suite 102
 Santa Barbara CA 93110

Cancellation of Coverage: If any of the policies described herein be cancelled before their expiration dates, notice will be delivered in accordance with policy provisions.

Issuer of this Certificate:

SELF-INSURED SCHOOLS OF CA
 2000 K STREET
 BAKERSFIELD CA 93301
 PHONE (661) 636-4495 FAX (661) 636-4868
 E-mail Address: sisc_pl@kern.org



CERTIFICATE OF LIABILITY COVERAGE

DATE 6/12/2020

COVERAGE PROVIDER: Self-Insured Schools of CA 2000 K Street Bakersfield CA 93301	NAMED COVERED MEMBER DISTRICT: SISC Member Districts 2000 K Street Bakersfield, CA
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THE REFERENCED MEMORANDUM OF COVERAGE(S) ("MOC") AND/OR INSURANCE POLICY(IES) EXTEND INDEMNITY PROTECTION TO THE NAMED COVERED MEMBER IN KEEPING WITH THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENTS/ POLICIES FOR THE EFFECTIVE COVERAGE DATES AND WITH THE STATED COVERAGE LIMITS. COVERAGE PROVIDED BY MOCS IS EXTENDED PURSUANT TO THE RIGHTS AND LIMITATIONS OF CALIFORNIA GOV'T CODE § 990 & 6500 ET SEQ.

CERTIFICATE NUMBER: 12

TYPE OF COVERAGE	COVERAGE AFFORDED	MOC/POLICY NUMBER	EFFECTIVE DATE(S)	EXPIRATION DATE(S)	LIMITS (Each Occurrence)
GENERAL LIABILITY	General Liability* Employment Practices Educators' Legal Liability	SLP 7120 21 DEDUCTIBLE* \$ 5,000	07-01-2020	07-01-2021	\$ 2,000,000
AUTOMOBILE LIABILITY	Automobile Liability** (All Owned, Hired, Leased, and Borrowed)**	SAP 7120 21 DEDUCTIBLE** \$ 5,000 ACV COMP/COLL	07-01-2020	07-01-2021	\$ 2,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	E.L. Each Accident E.L. Disease – Ea. Employee E.L. Disease – Policy Limit	WC 7120 21	07-01-2020	07-01-2021	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
BLANKET BUILDINGS & PROPERTY	Blanket Buildings & Contents, Replacement Cost Rental Interruption, Actual Loss Sustained	SPP 7120 21 DEDUCTIBLE \$ 5,000	07-01-2020	07-01-2021	\$ 250,000


*Member districts with an ADA of less than 4,000 are subject to a liability deductible of \$25,000 for claims/suits resulting from sexual abuse and molestation. Members with an ADA of 4,000 or more are subject to a liability deductible of \$50,000 for claims/suits resulting from sexual abuse and molestation.

**Collision/Comp deductible for buses is in the amount of \$5,000. Collision/Comp deductible for other vehicles is in the amount of \$2,500.

THIS CERTIFICATE CONFERS NO RIGHT, BENEFIT, OR INTEREST IN THE REFERENCED MEMORANDUM(S) OF COVERAGE OR INSURANCE POLICY(IES), NOR DOES IT AMEND, MODIFY, ENLARGE OR ALTER THE COVERAGE AFFORDED BY SUCH DOCUMENTS. IF THE CERTIFICATE HOLDER IS CONTRACTUALLY ENTITLED TO BE NAMED AS AN ADDITIONAL COVERED MEMBER ("ACM") UNDER ANY COVERAGE AGREEMENT OR POLICY, THE CONTRACT IMPOSING THE OBLIGATION MUST BE PROVIDED TO THE NAMED COVERED MEMBER LISTED ABOVE FOR REVIEW AND APPROVAL BEFORE SUCH AN ENDORSEMENT WILL BE ISSUED; ACM COVERAGE IS NOT AUTOMATICALLY GRANTED.

Description and Date(s) of Event/Operations/Locations/Vehicle (Additional remarks/schedule may be attached if more space is needed)

As respects permits, grants, agreements and use of various facilities, for which the County of Santa Barbara, its officers, officials, employees, agents, and volunteers are listed as additional insureds, relating to the attached list of schools districts covered under the SISC MOC (see attached list).

CERTIFICATE HOLDER: County of Santa Barbara Attention: Ray Aromatorio 105 E Anapamu Suite 102 Santa Barbara CA 93110	Cancellation of Coverage: If any of the policies described herein be cancelled before their expiration dates, notice will be delivered in accordance with policy provisions. Issuer of this Certificate: SELF-INSURED SCHOOLS OF CA 2000 K STREET BAKERSFIELD CA 93301 PHONE (661) 636-4495 FAX (661) 636-4868 E-mail Address: sisc_pl@kern.org
	

Self-Insured Schools of CA
Property & Liability Member Districts
2020-21

ALPINE (2)

Alpine COE
Alpine County Unified SD

AMADOR (2)

Amador COE
Amador County Unified SD

CALAVERAS (5)

Bret Harte Union HSD
Calaveras COE
Calaveras Unified SD
Mark Twain Union Elem SD
Vallecito Union SD

FRESNO (1)

Caruthers Unified

INYO (8)

Big Pine Unified
Bishop Unified School District
Death Valley Unified
Inyo County Supt of Schools
Inyo Co Career Technical Ed. Prog
JPA
Lone Pine Unified
Owens Valley Unified
Round Valley Jt. Elementary

KERN COUNTY (46)

Arvin Union
Bakersfield City
Beardsley
Belridge
Blake
Buttonwillow Union
Caliente Union
Delano Union Elementary
Delano Joint Union High
Di Giorgio
Edison
El Tejon Unified
Elk Hills
Fairfax
Fruitvale
General Shafter
Greenfield Union
Kern Co. Supt. of Schools

KERN COUNTY (continued)

Kernville Union
Lakeside
Lamont
Linns Valley-Poso Flat Union
Lost Hills Union
Maple
Maricopa Unified
McFarland Unified
McKittrick
Midway
Mojave Unified
Muroc Unified
Norris
Panama-Buena Vista Union
Pond Union
Richland
Rio Bravo-Greeley Union
Rosedale Union
Semitropic
Sierra Sands Unified
South Fork Union
Standard
Taft City Elementary
Taft Union High
Tehachapi Unified
Vineland
Wasco Union Elementary
Wasco Union High

KINGS (4)

Central Union
Hanford Joint Union High
Pioneer Union Elementary
Reef-Sunset Unified

LOS ANGELES (5)

Antelope Valley Union High
Antelope Valley SELPA
Palmdale School Districts
Westside Union
Wilsona Unified

MADERA (2)

Chowchilla Elementary
Madera C.O.E.

MERCED (8)

Delhi
McSwain Union
Merced C.O.E.
Merced Co. Schools JPA
Merced Union High
Merced River Union Elementary
Weaver Union
Winton

MONO CO (3)

Eastern Sierra Unified
Mammoth Unified
Mono Co. Office of Ed.

RIVERSIDE (1)

Lake Elsinore

SAN BERNARDINO (2)

Trona Unified
Upland Unified

SAN JOAQUIN (1)

New Jerusalem SD

SAN LUIS OBISPO (14)

Atascadero Unified
Bellevue-Santa Fe Charter
Cayucos
Coast Unified
Grizzly Challenge Charter
Lucia Mar Unified
Northern SIPE
Paso Robles Joint Unified
Pleasant Valley Joint Union
San Luis Coastal Unified
San Luis Obispo COE
San Miguel Joint Union
Shandon Joint Unified
Templeton Unified

**Self-Insured Schools of CA
Property & Liability Member Districts
2020-21**

SANTA BARBARA (24)

Ballard
Blochman Union
Buellton Union
Carpinteria Unified
Cold Spring
College Elementary
Cuyama Joint Unified
Goleta Union
Guadalupe Union
Hope
Los Olivos
Montecito Union
Orcutt Union
Santa Barbara C.E.O.
Santa Barbara USD
Santa Barbara SELPA
Santa Maria Jt. Union High
Santa Maria-Bonita
Santa Ynez Valley Charter Sch.
Santa Ynez Valley Spec. Ed.
Consortium
Santa Ynez Valley High
Solvang
Southern SIPE
Vista del Mar

TULARE (1)

Tulare Co. Office of Education

TUOLUMNE (12)

Bellevue Elem
Big Oak Flat-Groveland Unified
Columbia Union
Curtis Creek Elem
Jamestown Elem
Sonora Elem
Sonora Union High
Soulsbyville Elem
Summerville Elem
Summerville Union High
Tuolumne Supt. of Schools
Twain Harte

ALL COUNTIES (1)

California Association of School
Transportation Officials
(CASTO)

Total Counties: 19

Total Districts: 142

Updated 7/8/2020

Joseph Dana
Assistant Superintendent of Educational Services



August 11, 2021

To: Dr. Holly Edds, District Superintendent
From: Joe Dana
Re: Memorandum of Understanding (MOU) with Guadalupe Union School District

Background

As you know, a new California law, AB 130, requires all Local Educational Agencies (LEAs) to provide students an independent study option in 2021-2022 in cases when the parents/guardians feel their children's health will be put at risk by in-person instruction. LEAs may meet this requirement by (1) offering an independent study option themselves (as Orcutt is doing with Orcutt Independent Study), (2) contracting with a county office of education, or (3) entering into an interdistrict transfer agreement with another school district.

Following the enactment of AB 130, the Guadalupe Union School District (GUSD) approached our school district about the third of these alternatives. GUSD Superintendent Dr. Emilio Handall proposed an agreement whereby Orcutt would provide independent study programming to any GUSD students whose parents/guardians were interested in that option. Dr. Edds was receptive to this proposal, as she felt Orcutt could accommodate some students from Guadalupe.

As a follow-up, a meeting was held on August 3 that included administrators from both districts. Topics included procedures for enrollment, provision of Special Education services to any GUSD students with Individualized Education Programs (IEPs), procedures for re-engaging struggling students in in-person instruction, and arrangements for Orcutt to receive funding for any GUSD students it takes. During the meeting Dr. Handall indicated that his district had 10-15 students interested in an independent study option. Dr. Edds and Dr. Handall agreed to move forward with work on a Memorandum of Understanding between their districts to make the partnership official.

On August 5 and 6, Orcutt Independent Study held two informational meetings about the 2021-2022 school year for prospective parents. Both meetings included parents/guardians of students currently with the GUSD.

Recommendation

Staff recommends that the Board of Trustees approve the attached Memorandum of Understanding between the Orcutt Union School District and Guadalupe Union School District for provision of independent study by Orcutt to Guadalupe students.

Fiscal Impact

Accepting students from the Guadalupe Union School District will bring additional Local Control Funding Formula (LCFF) Base funding and possibly some additional LCFF Supplemental funding to the Orcutt Union School District. Meantime, Orcutt Independent Study likely will have expenditures for instructional materials and technology devices utilized by the new students.



ORCUTT Union School District

HUMAN RESOURCES MEMORANDUM

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: August 11, 2021

RE: Brandman University Supervised Internship Agreement

BACKGROUND: Brandman University is requesting approval of the Supervised Internship Agreement with the Orcutt Union School District for the School Psychology and School Counseling programs.

RECOMMENDATION: It is recommended that the Board of Trustees approve the Brandman University Supervised Internship Agreement for the School Psychology and School Counseling programs with the Orcutt Union School District.

FUNDING: N/A



SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Santa Maria Campus.

- | | |
|--------------------------|-------------------------------------|
| SCHOOL PSYCHOLOGY | <input checked="" type="checkbox"/> |
| EDUCATION ADMINISTRATION | <input type="checkbox"/> |
| SCHOOL COUNSELING | <input checked="" type="checkbox"/> |

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the ORCUTT UNION SCHOOL DISTRICT, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

I. RESPONSIBILITIES OF THE UNIVERSITY

- The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or

involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Brandman University while performing services for the District.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Orcutt Union School District
500 Dyer Street
Orcutt, CA 93455
Attn: MaryJane Dywer, Administrative Assistant,
Certificated Personnel
Phone: 805-938-8900

UNIVERSITY CONTACT INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- F. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this

Agreement.

- G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 8/1/2021 and shall continue in full force and effect through 8/1/2024. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
Name: Holly Edds
Title: Superintendent
Date: August 11, 2021

UNIVERSITY: Signature: _____
Name: Phillip L. Doolittle
Title: Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer
Date: _____

Appendix A
Definition of Internship

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

Appendix B
Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.

- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.



ORCUTT Union School District

HUMAN RESOURCES MEMORANDUM

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: August 11, 2021

RE: Waiver of Credential Authorization

BACKGROUND: Current statues and regulations recognize that there may be situations in which a teacher with the appropriate credential is not available to a school district. Several alternatives for assignment are available in the Education Code.

Education Code Section 44256(b) used in Resolution No. 1 pertains to the holder of a multiple subject credential to teach, with his or her consent, any subject in a departmentalized class below grade 9 if the teacher has completed 12 semester units of coursework at an accredited institution in the subject matter he or she is assigned.

Title 5 Code Section 80020.4 used in Resolution No. 1 pertains to the holder of a credential based on a Bachelors Degree and student teaching; or a credential in the subject area of staff development to provide support / perform, with his or her consent, staff development at a school site, school district or at the county level.

RECOMMENDATION: It is recommended that the Board of Trustees approve Resolution No. 1, Waiver of Credential Authorization for the one teacher with the multiple subject and 12 or more semester units in the subject matter assigned based on Ed Code 44256(b) and the four Teachers on Special Assignment (TOSA) who provide support / staff development at school sites and within the district based on Title 5 Code Section 80020.4.

FUNDING: N/A

2021-22 RESOLUTION NO. 1
WAIVER OF CREDENTIAL AUTHORIZATION
Page 2

President, Board of Trustees

I, Mark Steller, Clerk of the Board of Trustees of the ORCUTT UNION SCHOOL DISTRICT, hereby certify that the foregoing is a true copy of a resolution duly and legally adopted as a consent action item by the District's Governing Board at a legal meeting of said Board duly and regularly held on August 11, 2021 and that said resolution has not been revoked.

Clerk, Board of Trustees

ORCUTT ACADEMY CHARTER SCHOOLS
Orcutt, California 93455

2021-22 RESOLUTION NO. 2
WAIVER OF CREDENTIAL AUTHORIZATION

WHEREAS, current statutes and regulations recognize that there may be situations of a temporary nature in which a teacher with the appropriate credential is not available to the school district; and

WHEREAS, Title 5 Code Section 80020.4 allows the Governing Board to authorize by resolution, the holder of a Credential based on a Bachelors Degree and Student Teaching; or credential in the subject area of staff development to provide support/perform, with his or her consent, staff development at a school site, school district or county level; and

WHEREAS, the teachers named below meet the requirements of Title 5 Code Section 80020.4.

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of the Orcutt Union School District and Charter Academy Schools hereby authorizes the following teachers to teach in the indicated subject areas for the 2021-22 school year:

Heather Penk

Teacher on Special Assignment

PASSED AND ADOPTED by the Board of Trustees of the Orcutt Union School District and Charter Academy Schools, Santa Barbara County, California, this 11th day of August 2021 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

]
]

President, Board of Trustees

2021-22 RESOLUTION NO. 2
WAIVER OF CREDENTIAL AUTHORIZATION
Page 2

I, Mark Steller, Clerk of the Board of Trustees of the ORCUTT UNION SCHOOL DISTRICT AND CHARTER ACADEMY SCHOOLS, hereby certify that the foregoing is a true copy of a resolution duly and legally adopted as a consent action item by the District's Governing Board at a legal meeting of said Board duly and regularly held on August 11, 2021 and that said resolution has not been revoked.

Clerk, Board of Trustees