#### ORCUTT UNION SCHOOL DISTRICT

Regular Meeting of the Board of Trustees Wednesday, February 23, 2022 District Office Board Room 500 Dyer St., Orcutt, CA 93455

Open Session at 6:00 p.m. (for purposes of opening meeting only)

Closed Session at 6:05 p.m.

Reconvene in Open Session at 6:30 p.m.

Note: 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 proper face covering to minimize the spread of COVID-19. This public health mandate carries the force of law and OUSD is not authorized to amend or circumvent it.

I.	<b>OPE</b>	OPEN SESSION 6:00 PM								
	A.	Call Meeting to Order								
	В.	Pledge of Allegi	ance							
	C.	Adoption of Feb	ruary 23, 2022 Agenda							
	Move	ed	Second	Vote						
	D.		Session Topics: the Board was listed under III. A-G below	ill adjourn to Closed Session to						
II.			REGARDING CLOSED S							
		General public comment on any closed session item will be heard. Speakers are allowed								
		a maximum of three (3) minutes to address the Board on any items within the Board's								
	jurisd	jurisdiction in accordance with the Brown Act. The Board will limit any response to								
	public	public comments to brief statements, referral to staff, or referral to a future board								
	meeti	meeting. The Board may limit comments to no more than 30 minutes pursuant to Board								
	Policy			-						
	-	ed	Second	Vote						
III.	ADJ	OURN TO CLOS	ED SESSION							
	A.			xisting Litigation pursuant to						
			rnment Code section 54956.9							
	В.									
		1. Significant exposure to litigation pursuant to California Government								
		_	tion 54956.9(2) or (3).							
	C.	Conference with	Labor Negotiator. Agency r	epresentative, Susan Salucci,						
				es. Employee Organization: Orcutt						
			iation; California School Em							
	D.			epresentative: Dr. Holly Edds,						

Superintendent. Employee Organization: Unrepresented employees

- E. Public Employee Discipline/Dismissal/Release/Complaint.
- F. Public Employee Evaluation of Performance
- G. Student Discipline or Other Confidential Student Matters.

IV.	RECONV	JENE TO	PHRLIC	SESSION	6.30  PM
1 V •	MECOI		I UDLIC	DEDOME	0.50 1 10

A. Report of Action Taken in Closed Session	
Moved Second Vote _	

#### V. COMMUNICATIONS/DISCUSSION/INFORMATION

- A. Reports and Presentation
  - 1. OAHS ASB Update
  - 2. Patterson Rd. School Presentation
  - 3. Superintendent's Report
- B. Items from the Board
- C. Written Communication: review and discuss communication from individuals and/or organizations regarding the District's programs and services.

#### VI. PUBLIC COMMENT PERIOD

The Board of Trustees welcomes comments about items appearing or not appearing on tonight's agenda. The audience members wishing to address the Board during the Public Comment segment of the agenda are reminded to fill out a *Public Comment Form*, 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 and 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 item within the Board's jurisdiction in accordance with the Brown Act. The Board will limit any response to public comment to brief statements, referral to staff, or referral to a future board meeting.

#### VII. CONSENT AGENDA

Items listed under the Consent Agenda are considered to be routine and are acted on by the Board of Trustees in one motion. There is no discussion of these items before the Board vote unless requested because the Board receives Board agenda backup information ahead of scheduled meetings. It is understood that the Administration recommends approval on all Consent Items. Each item on the Consent Calendar approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

- A. Classified Personnel Action Report
- B. Hiring of Additional Charter School Coaches for the 2021-2022 School Year

- C. Certificated Personnel Action Report
- D. Approval of January 12, 2022 Regular Board Meeting Minutes
- E. Approval of February 1, 2022 Special Board Meeting Minutes
- F. Approval of Warrants
- G. Williams Quarterly Report
- H. Board Policy 0420.42 Charter School Renewal, for the second reading
- I. Board Policy 1312.3 Uniform Complaint Procedures, for the second reading
- J. Notice of Completion for the Joe Nightingale School Painting Project
- K. Revisions to the Orcutt Union School District Governance Handbook

Mov	/ed	Second	Vote
ITI A.	EMS SCHEDULED FO GENERAL	OR ACTION	
1.	It is recommended that subregion 11-A for CS	BA's Delegate Assembly,	e for one (1) candidate from
В.	BUSINESS SERVICE	ES	
1.			twork (WAN) prove the Request for Proposal
	Moved	Second	Vote
2.	It is recommended that (RFP) from Terawolf 7	Γechnologies Inc., as subm	prove the Request for Proposal itted.
	Moved	Second	Vote
3.		t the Board of Trustees app	grated Camera and Sensor Syste prove the Request for Proposal
		Second	Vote
	Approval of Grants fro	•	Air Pollution Control District ar Electric School Bus

Piggyback Bid Authorization for the Purchase of an Electric School It is recommended that the Board of Trustees approve the, Piggybac	k Bid and accept
Moved Second Vote	e
HUMAN RESOURCES	
Western Governors University Student Teaching Agreement It is recommended that the Board of Trustees approve the Western University Student Teaching Agreement, as submitted.  Moved Second Vo	Governors  ote
EDUCATIONAL SERVICE	
Information Only: Annual Mid-Year LCAP Update	
Safe Schools Plans for all Orcutt Union School District School Site It is recommended that the Board of Trustees approve the Safe Schofor Alice Shaw, Joe Nightingale, Patterson Rd., Pine Grove, Ralph Lakeview JHS, Orcutt JHS, Olga Reed, Orcutt Academy K-8, Orcut Independent Study, and Orcutt Academy High School, as submitted	ools Plans Dunlap, att School for
Board Policy 5148 Child Care and Development  It is recommended that the Board of Trustees approve the revised E 5148 Child Care and Development, for the first reading and that it the next Consent Agenda for the second reading.  Moved Second Vot	
Board Policy 5148.2 Before/After School Programs  It is recommended that the Board of Trustees approve the revised E 5148.2 Before/After School Programs, for the first reading and that the next Consent Agenda for the second reading.	
	te
Board Policy 5148.3 Preschool/Early Childhood Education  It is recommended that the Board of Trustees approve the revised E 5148. Preschool/Early Childhood Education, for the first reading ar placed on the next Consent Agenda for the second reading.	
Moved Second Voi	
	It is recommended that the Board of Trustees approve the, Piggybac pricing from A-Z Bus Sales in the amount of \$421,910.43 as submit Moved Second Vot.  HUMAN RESOURCES  Western Governors University Student Teaching Agreement It is recommended that the Board of Trustees approve the Western University Student Teaching Agreement, as submitted.  Moved Second Vo.  EDUCATIONAL SERVICE  Information Only: Annual Mid-Year LCAP Update  Safe Schools Plans for all Orcutt Union School District School Site It is recommended that the Board of Trustees approve the Safe Sch for Alice Shaw, Joe Nightingale, Patterson Rd., Pine Grove, Ralph Lakeview JHS, Orcutt JHS, Olga Reed, Orcutt Academy K-8, Orcu Independent Study, and Orcutt Academy High School, as submitted  Board Policy 5148 Child Care and Development It is recommended that the Board of Trustees approve the revised E 5148 Child Care and Development, for the first reading and that it It the next Consent Agenda for the second reading.  Moved Second Vo.  Board Policy 5148.2 Before/After School Programs It is recommended that the Board of Trustees approve the revised E 5148.2 Before/After School Programs, for the first reading and that the next Consent Agenda for the second reading.  Moved Second Vo.  Board Policy 5148.3 Preschool/Early Childhood Education It is recommended that the Board of Trustees approve the revised E 5148. Preschool/Early Childhood Education, for the first reading and placed on the next Consent Agenda for the second reading.

6.		that the Board of Trustees app for the first reading and that it	<del>_</del>
	Moved		Vote
7.	6143 Courses of St Consent Agenda fo		rove the revised Board Policy nat it be placed on the next
8.	Board Policy 6158 It is recommended 6158 Independent 8 Consent Agenda for	Independent Study that the Board of Trustees app Study, for the first reading and or the second reading. Second	rove the revised Board Policy that it be placed on the next
9.	Board Policy 6170 It is recommended 56170.1 Transition	.1 Transitional Kindergarten that the Board of Trustees app al Kindergarten, for the first regenda for the second reading.	rove the revised Board Policy ading and that it be placed on
CENT			
	ERAL ANNOUNCE		1 1 1 1 6
A.		oticed, the next regular Board	_

## IX.

Wednesday, March 9, 2022 beginning with Closed Session at 6:05 p.m., Open Session at 6:30 p.m. in the District Office Board Room, 500 Dyer St., Orcutt, CA 93455.

#### X. ADJOURN TO CLOSED SESSION (If Needed)

Closed Session items described in Item III. above. A.

#### XI. RECONVENE TO OPEN SESSION (If Needed)

Report of Action Taken in Closed Session A.

#### XII. **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 February 23, 2022

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
Carrier, Laura	Technology	Data Specialist	31/1	8.0	\$4,342.00 per mo.	01/24/2022	Promotion
Hampton, Valerie	Nightingale	Instructional Assistant,	13/6	3.75	\$150.00 per mo.	04/01/22	Longevity, 15 years
Stowe, Haley	Olga Reed	Instructional Assistant	8/2	3.75	\$50.00 per mo.	01/01/22	Professional Growth, 1 increment
Stowe, Haley	Olga Reed	Instructional Assistant	8/2	3.75	\$1,000.00 annually, prorated	01/01/22	Educational Stipend – Master's
Wong, Beatrice	Orcutt Academy HS	Child Nutrition Worker	7/2	3.5	\$15.00 per hr.	01/19/2022	New hire - Permanent
Emp. # 418			21/6	8.0	\$24.89 per hr.	06/30/2022	Retirement
Emp. # 490			15/6	24 hrs. per wk.	\$21.45 per hr.	02/07/2022	Request Early Retirement Program
Emp. # 561			18/6	5.682	\$23.11 per hr.	02/11/2022	Change date of previously requested Early Retirement Program
Emp. # 745			10/6	6.0	\$18.97 per hr.	02/14/2022	Resignation
Emp. # 767			8/6	3.0	\$18.06 per hr.	02/04/2022	Resignation
Emp. # 1927			12/3	3.5	\$17.21 per hr.	02/11/2022	Resignation

# ORCUTT ACADEMY CHARTER SCHOOL

# ORCUTT UNION SCHOOL DISTRICT

*TO:* Dr. Holly Edds

District Superintendent

**FROM:** Susan Salucci

Assistant Superintendent of Human Resources

**DATE:** February 23, 2022

RE: NOTIFICATION TO BOARD – HIRING OF ADDITIONAL CHARTER

SCHOOL COACHES FOR 2021-22 SCHOOL YEAR

#### **Orcutt Academy Charter HS:**

Swim, Coach Enthoven, Brittany
Swim, Asst. Coach Dell Armo, John
Swim, Asst. Coach Enthoven, Rick
Varsity Volleyball, Boy's Fritz-Stanley, Gailya

#### **Volunteers:**

Strich, Sharon Robotics

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



# **Orcutt Union School District**

Certificated Personnel Action Report February 23, 2022

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
Bode, Leigh	Orcutt Academy HS	V-8	\$69,952	2022-23	Request for Unpaid Leave of Absence
Dell'Armo, John	Orcutt Academy HS	Stipend	\$800	2022-23	Assistant Coach, Swim
Emp # 41				6/30/22	Early Retirement Request Incentive Pay / Two Installments (6/30/22 & 1/31/23)
Emp # 45				6/30/22	Early Retirement Request Incentive Pay / Two Installments (6/30/22 & 1/31/23)
Emp # 94				6/30/22	Early Retirement Additional 2 Years Medical
Emp # 138				6/30/22	Early Retirement Request Incentive Pay / One Installment (6/30/22)
Emp # 153				6/30/22	Early Retirement Request Incentive Pay / One Installment (6/30/22)
Emp # 274				6/30/22	Early Retirement Request Incentive Pay / One Installment (6/30/22)
Emp # 298				6/30/22	Early Retirement Request Incentive Pay / One Installment (6/30/22)
Emp # 327				6/8/2022	Resignation
Emp # 338				6/30/22	Early Retirement Request Incentive Pay / One Installment (6/30/22)
Emp # 363				6/30/22	Early Retirement Request Incentive Pay / Two Installments (6/30/22 & 1/31/23)
Emp # 399				6/30/22	Early Retirement Request Incentive Pay / Two Installments (6/30/22 & 1/31/23)
Emp # 433				6/30/22	Early Retirement Request Incentive Pay / Two Installments (6/30/22 & 1/31/23)

NAME	SCHOOL	CLASS/ STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Emp # 470				6/30/22	Early Retirement Request Incentive Pay / Two Installments (6/30/22 & 1/31/23)
Emp # 532				6/30/22	Early Retirement Request Incentive Pay / Two Installments (6/30/22 & 1/31/23)
Emp # 555				6/30/22	Early Retirement Request Incentive Pay / One Installment (6/30/22)
Emp # 627				6/8/2022	Resignation
Emp # 649				6/30/22	Early Retirement Request Incentive Pay / Two Installments (6/30/22 & 1/31/23)
Emp # 659				6/30/22	Early Retirement Request Incentive Pay / Two Installments (6/30/22 & 1/31/23)
Emp # 674				6/8/2022	Resignation
Emp # 677				6/30/22	Early Retirement Request Incentive Pay / Two Installments (6/30/22 & 1/31/23)
Emp # 756				6/30/22	Early Retirement Request Incentive Pay / One Installment (6/30/22)
Emp # 772				6/30/22	Early Retirement Additional 2 Years Medical
Emp # 872				6/30/22	Early Retirement Request Incentive Pay / One Installment (6/30/22)
Emp # 874				6/30/22	Early Retirement Request Incentive Pay / Two Installments (6/30/22 & 1/31/23)
Emp # 896				6/30/22	Early Retirement Request Incentive Pay / One Installment (6/30/22)
Emp # 977				6/30/22	Early Retirement Additional 2 Years Medical
Emp # 1138				6/8/2022	Resignation
Emp # 1703				6/8/2022	Resignation
Enthoven, Brittany	Orcutt Academy HS	Stipend	\$1,400	2022-23	Coach, Swim
Enthoven, Rick	Orcutt Academy HS	Stipend	\$800	2022-23	Assistant Coach, Swim
Fritz-Stanley, Gailya	Orcutt Academy HS	Stipend	\$1,400	2022-23	Boys Varsity Volleyball Coach
Gelotti, Scott	Orcutt Academy US	V-18	\$93,266	2022-23	Request for Unpaid Leave of Absence
Gonzalez, Susana	Orcutt Academy US	VI-6	\$68,580	2022-23	Request for Unpaid Leave of Absence
Rianda, Terry	District	Hourly	\$40 \$50	12/3/21 12/2-12/15/21 12/2-12/15/21	New Induction Program Review Induction Mentor, 4 hrs New Teacher Support, 2 hrs

#### ORCUTT UNION SCHOOL DISTRICT BOARD OF TRUSTEES REGULAR MEETING MINUTES JANUARY 12, 2022

#### CALL TO ORDER

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, January 12, 2022, in the District Board Room, beginning with Mark Steller calling Public Session to order at 6:03 p.m. The Pledge of Allegiance was led by Melanie Waffle. It was moved by Melanie Waffle seconded by Liz Phillips to adopt the January 12, 2022 agenda. Members Present: Steller, Henderson, Morinini, Phillips, and Waffle. Administrators Present: Edds, Salucci, Dana.

#### **CLOSED SESSION PUBLIC COMMENTS**

None

#### ADJOURN TO CLOSED SESSION

It was moved by Liz Phillips seconded by Lisa Morinini and carried to adjourn to Closed Session at 6:08 p.m. Ayes: Steller, Henderson, and Morinini, Phillips, and Waffle.

#### RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 6:32 p.m. Mark Steller reported that during closed session the Board directed legal counsel to initiate or intervene in legal action by a 3 to2 majority vote. The action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to so would jeopardize the District's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize the District's ability to conclude existing settlement negotiations to its advantage.

#### SUPERINTENDENT'S REPORT

Kara Lane, Media Specialist at Joe Nightingale, gave a presentation about all the wonderful things Media Specialist do for our schools and Dr. Holly Edds gave a Covid-19 update.

#### **ITEMS FROM THE BOARD**

Shaun Henderson welcomed everyone back after the holidays and expressed his excitement about the district acquiring a grant, thanks to Tim Romine, for an electric school bus. Lisa Morinini welcomed everyone back and hoped that all had an enjoyable holiday. She also appreciates staff for their flexibility and perseverance this year. Liz Phillips thank everyone for their patience and preserving during this stressful time. Melanin Waffle thank the testing team for all of their hard work. Mark Steller wished everyone a Happy New Year and stated that he will be visiting each school site this year.

#### **PUBLIC COMMENT**

None

#### **CONSENT AGENDA ITEMS**

- A. Classified Personnel Action Report
- B. Hiring of Additional OUSD/Charter School Coaches for the 2021-2022 School Year
- C. Certificated Personnel Action Report
- D. Approval of December 15, 2021 Regular Board Meeting Minutes
- E. Approval of Warrants
- F. Amend September 8, 2021 Board Minutes to include Notice of Completion of the Innovation Center
- G. OAHS Cheer Team Overnight Trip in February 2022
- H. Orcutt Jr. High School Administration Building: RDZ Change Order #005
- I. Notice of Completion: Joe Nightingale Administration Building
- J. Notice of Completion: Olga Reed Electrical Improvement Project

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

#### **ACTION ITEMS**

#### **Information Only:**

Overview of Transition to By-Trustee Area Elections.

#### **Public Hearing:**

California Voting Rights Act: Second Public Hearing regarding Proposed Composition of By-Trustee Area Maps. No comments.

# Resolution No. 8, Initiating a Proposal to the Santa Barbara County Committee on School District Organization for the Adoption of By-Trustee Area Elections

It was moved by Melanie Waffle seconded by Liz Phillips and carried to adopt Resolution No. 8 Initiating a Proposal to Santa Barbara County Committee on School District Organization for the Adoption of By-Trustee Area Elections, as submitted. Ayes: Henderson, Morinini, Philips, and Waffle. Abstain: Steller.

#### Approval of the Sale or Disposal of Books, Equipment, and Supplies

It was moved by Liz Phillips seconded by Lisa Morinini and carried to approve the Sale or Disposal of Books, Equipment, and Supplies, as submitted. Ayes: Steller, Henderson, Morinini, Phillips, and Waffle.

#### **Board Policy 1312.3 Uniform Complaint Procedures**

It was moved by Shaun Henderson seconded by Lisa Morinini and carried to approve the revised Board Policy 1312.3 Uniform Complaint Procedures for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Steller, Henderson, Morinini, Phillips, and Waffle.

#### **Board Policy 0420.42 Charter School Renewal**

It was moved by Liz Phillips seconded by Melanie Waffle and carried to approve the revised Board Policy 0420.42 Charter School Renewal for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Steller, Henderson, Morinini, Phillips, and Waffle.

#### **GENERAL ANNOUNCEMENT**

Unless otherwise noticed, the next regular Board meeting is scheduled for Wednesday, February 9,2022 beginning with Closed Session at 6:05 p.m., Open Session at 6:30 p.m. and a Special Curriculum Board Meeting on Tuesday, February 15, 2022 at 6:00 p.m. in the District Office Board Room, 500 Dyer St., Orcutt, CA 93455

#### ADJOUR TO CLOSED SESSION

It was moved by Lisa Morinini seconded by Shaun Henderson and carried to adjourn the meeting at 7:28 p.m. Ayes: Steller, Henderson, Morinini, Phillips, and Waffle.

Holly Edds, Ed.D. Board Secretary	
Shaun Henderson, Clerk, Board of Trustee	

#### ORCUTT UNION SCHOOL DISTRICT BOARD OF TRUSTEES SPECIAL BOARD MEETING Open Session 5:30 PM Tuesday, February 1, 2022

#### **CALL TO ORDER**

A Special Board meeting of the Board of Trustees of the Orcutt Union School District was held on Tuesday, February 1, 2022 beginning with Mark Steller calling Public Session to order at 5:30 p.m. Dr. Holly Edds led the Pledge of Allegiance. Members Present: Steller, Henderson, Morinini, Phillips and Waffle. Administrators: Edds. It was moved by Melanie Waffle seconded by Lisa Morinini and carried to adopt the February 1 2022, agenda, as presented. Ayes: Steller, Henderson, Morinini, Phillips and Waffle.

#### **PUBLIC COMMENTS**

None

#### BOARD/SUPERINTENDENT GOVERNANCE BOARD RETREAT

#### **GENERAL ANNOUNCEMENTS**

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, February 9, 2022, with Closed Session beginning at 6:05 p.m., Open Session at 6:30 p.m. and a Special Curriculum Board on Tuesday, February 15, 2022 at 6:00 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA 93455.

# ADJOURN MEETING It was moved by Liz Phillips seconded by Lisa Morinini to adjourn the meeting at 7:23 p.m. Holly Edds, Ed.D., Board Secretary Mark Steller, Clerk, Board of Trustees

### 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.

# Quarterly Report

on

# Williams/Valenzuela Uniform Complaints

[Education Code § 35186]

District:			
Name of person completing this	s form:		
Title of person completing this	form:		
Please provide the date information will be reported the district governing boards.	ed publicly at	A   Ju	report submission date (check one): pril (Jan.—March) uly (April—June) October (July—Sept.) anuary (Oct.—Dec.)
General Subject Area	Total no. of complaints	No. of complaints resolved	No. of complaints unresolved
Textbooks and instructional materials			
Teacher vacancy or misassignment			
Facilities conditions			
Valenzuela/CAHSEE intensive instruction and services			
TOTALS			

#### **CHARTER SCHOOL RENEWAL**

The Governing Board believes that the ongoing operation of a charter school should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition in a thorough and timely manner. The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education on appeal after initial denial by the Board.

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(cf. 0420.4 - Charter School Authorization)
(cf. 0420.41 - Charter School Oversight)
(cf. 0420.43 - Charter School Revocation)
(cf. 0500 - Accountability)
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The Board shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code 47605 for material revisions. (Education Code 47607)

The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. (Education Code 47607; 5 CCR 11966.4)

Criteria for Granting or Denying Renewals

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or finding that the charter school is unlikely to serve the interest of the entire community in which the school is located as described in Education Code 47605. (Education Code 47607)

#### **CHARTER SCHOOL RENEWAL**

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code 47607; 5 CCR 11966.4)

In determining whether to grant a charter renewal, the Board shall review both schoolwide performance of numerically significant student subgroups of on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. The Board shall only consider data from sources adopted by SBE. (Education Code 47607, 47607.2)

Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

- 1. Renewal of Five to Seven Years
- a. A charter school that is not eligible for technical assistance pursuant to Education Code 47607.3A renewal shall be granted renewal for a period of five to seven years when, to a charter school that is not eligible for technical assistance pursuant to Education Code 47607.3 and that, for two consecutive years immediately preceding the renewal, or for two of the most recent years for which state data is available preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, the charter school achieved either of the following: (Education Code 47607)
- (1) Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years
- (2) For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average
- b. If the charter school satisfies the above criteria, it shall only be required to update the renewal petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and, as necessary, to reflect the current program offered by the charter school. (Education Code 47607)

#### Criteria for Granting or Denying Renewals-

2. Renewal of Five Years

- a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by verified data, shows either of the following: (Education Code 47607.2)
- (1) Measurable increases in academic achievement, as defined by at least one year's progress for each year in school
- (2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers
- b. For any such charter school, the Board may deny the renewal petition only upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code 47607.2)
- 3. Denial with Option for Two-Year Renewal
- a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, or for two of the most recent years for which state data is available immediately preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, either of the following applies: (Education Code 47607.2)
- (1) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years
- (2) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups
- b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that: (Education Code 47607.2)
- (1) The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.
- (2) There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above

#### Criteria for Granting or Denying Renewals

In addition to all the grounds stated above for denial of a charter renewal, the Board may deny

renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the Board shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The renewal shall be denied if the Board finds either that the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. (Education Code 47607)

A charter school that is eligible for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served.

A charter school that qualifies for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code 47607)

#### Timelines for Board Action

Within 60 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school, determine the level of support for the petition, and obtain public input. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

#### Criteria for Granting or Denying Renewals

The Board shall either grant or deny the charter a renewal within 90 days of receiving the petition. The date may be extended by an additional 30 days if both the petitioner and Board agree to the extension or within 120 days with consent of both the petitioner and the Board. (Education Code 47605).

At least 15 days before the public hearing at which the Board will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings regarding

the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

If the Board fails to make a written factual finding pursuant to items #1-5 in the following section when required for denial of the petition pursuant to the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board of Education within 30 days of the Board's written factual findings supporting the denial. (Education Code 47605, 47607.5)

#### **School Closure**

If a charter is not renewed and the charter school ceases operation, the Board and/or the charter school shall implement the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962. (Education Code 47603.32, 47605)

#### **Legal Reference:**

**EDUCATION CODE** 

47600-47616.7 Charter Schools Act of 1992

52052 Alternative accountability system

56145-56146 Special education services in charter schools

60600-60649 Assessment of academic achievement

**CODE OF REGULATIONS, TITLE 5** 

11960-11969 Charter schools

**UNITED STATES CODE, TITLE 20** 

7223-7225 Charter schools

**Management Resources:** 

**CSBA PUBLICATIONS** 

Criteria for Granting or Denying Renewals

The Role of the Charter School Authorizer, Online Course

Charter Schools: A Manual for Governance Teams, rev. 2009

**WEB SITES** 

CSBA: http://www.csba.org

California Charter Schools Association: http://www.calcharters.org

California Department of Education, Charter Schools: http://www.ede.ca.gov/sp/cs

National Association of Charter School Authorizers: http://www.charterauthorizers.org

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

State

5 CCR 11960-11969 Charter schools

Ed. Code 47600-47616.7 Charter Schools Act of 1992

Ed. Code 52052 Accountability; numerically significant student subgroups

Ed. Code 56145-56146 Special education services in charter schools

Ed. Code 60600-60649 Assessment of academic achievement

**Federal** 

20 USC 7223-7225 Charter schools

Management Resources

CSBA Publication Charter Schools: A Guide for Governance Teams, rev. 2016 CSBA Publication The Role of the Charter School Authorizer, Online Course

Website: National Association of Charter School Authorizers

Website: California Charter Schools Association

Website: California Department of Education, Charter Schools

Website: CSBA

Website: U.S. Department of Education

Policy Adopted: 06/10/20 02/23/22 ORCUTT UNION SCHOOL DISTRICT

Orcutt, California

#### **Community Relations**

#### UNIFORM COMPLAINT PROCEDURES

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

#### Complaints Subject to the UCP

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

#### Complaints Subject to UCP

1. Accommodations for pregnant and parenting students (Education Code 46015)

(cf. 5146 Married/Pregnant/Parenting Students)

(cf. 5146 Married/Pregnant/Parenting Students)

2. Adult education programs (Education Code 8500-8538,52334.7, 52500-52617)

(cf. 6200 - Adult Education)

3. After School Education and Safety Programs (Education Code 8482-8484.65)

#### (cf. 5148.2 Before/After School Programs)

4. Agricultural career technical education (Education Code 52460-52462)

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

5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)

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(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
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6. Child care and development programs (Education Code 8200-8488 8498)

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

7. Compensatory education (Education Code 54400)

#### (cf. 6171 - Title I Programs)

- 8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
- 9. Course periods without educational content, when students in grades 9-12 are assigned tosuch courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met (Education Code 51228.1-51228.3)

#### (cf. 6152 - Class Assignment)

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

#### (cf. 5145.71 Title IX Sexual Harassment Complaint Procedures)

11. Educational and graduation requirements for students in foster care, homeless students, students from military families, students formerly in a juvenile court school, migrant students, and immigrant students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

```
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
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- 12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)
- 13. Local control and accountability plan (Education Code 52075)
- 14. Migrant education (Education Code 54440-54445)

#### (cf. 6175 - Migrant Education Program)

15. Physical education instructional minutes (Education Code 51210, 51222, 51223)

#### (cf. 6142.7 - Physical Education and Activity)

16. Student fees (Education Code 49010-49013)

#### (cf. 3260 - Fees and Charges)

- 17. Reasonable accommodations to a lactating student (Education Code 222)
- 18. Regional occupational centers and programs (Education Code 52300-52334.7)

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

19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

(cf. 0420 - School Plans/Site Councils)

20. School safety plans (Education Code 32280-32289)

(cf. 0450 - Comprehensive Safety Plan)

21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

(cf. 0420 - School Plans/Site Councils)

22. State preschool programs (Education Code 8207-8255 8235-8239.1)

(cf. 5148.3 - Preschool/Early Childhood Education)

- 23. State preschool health and safety issues in license-exempt programs (Education Code 8212 8235.5)
- 24. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
- 25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

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

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

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information) (cf. 5125 - Student Records) (cf. 9011 - Disclosure of Confidential/Privileged Information)

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

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

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(cf. 4131 – Staff Development)
(cf. 4231 – Staff Development)
(cf. 4331 – Staff Development)
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The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigations and all information required for compliance with 5 CCR 4631 and 4633.

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(cf. 3580 - District Records)
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Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division, and the appropriate law enforcement agency. (5 CCR 4611)

#### (cf. 5141.4 Child Abuse and Reporting)

- 2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)
- 3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in AR 5145.71 Title IX Sexual Harassment Complaint Procedures.
- 4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.
- 5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

- 6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 Nutrition Program Compliance. (5 CCR 15580-15584)
- 7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 Nutrition Program Compliance. (5 CCR 15582)
- 8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with the procedures in AR 1312.4 Williams Uniform Complaint Procedures. (Education Code 8235.5, 35186)

#### (cf. 1312.4 - Williams Uniform Complaint Procedures)

#### State

- 2 CCR 11023 Harassment and discrimination prevention and correction
- 5 CCR 15580-15584 Child nutrition programs complaint procedures
- 5 CCR 3200-3205 Special education compliance complaints
- 5 CCR 4600-4670 Uniform complaint procedures
- 5 CCR 4680-4687 Williams uniform complaint procedures
- 5 CCR 4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs
- 5 CCR 4900-4965 Nondiscrimination in elementary and secondary education programs
- Ed. Code 200-262.4 Educational equity; prohibition of discrimination on the basis of sex
- Ed. Code 18100-18203 School libraries
- Ed. Code 32221.5 Insurance for athletic team members
- Ed. Code 32280-32289 School safety plans
- Ed. Code 35186 Williams uniform complaint procedures
- Ed. Code 46015 Parental leave for students
- Ed. Code 48853-48853.5 Foster youth
- Ed. Code 48985 Notices in language other than English
- Ed. Code 49010-49014 Student fees
- Ed. code 49060-49079 Student records
- Ed. Code 49069.5 Records of foster youth
- Ed. Code 49490-49590 Child nutrition programs
- Ed. Code 49701 Interstate Compact on Educational Opportunity for Military Children
- Ed. Code 51210 Courses of study grades 1-6
- Ed. Code 51222 Physical education
- Ed. Code 51223 Physical education, elementary schools
- Ed. Code 51225.1-51225.2 Foster youth, homeless children, former juvenile court school students; course credits; graduation requirements
- Ed. Code 51226-51226.1 Career technical education
- Ed. Code 51228.1-51228.3 Course periods without educational content
- Ed. Code 52059.5 Statewide system of support
- Ed. Code 52060-52077 Local control and accountability plan

#### **Community Relations**

#### UNIFORM COMPLAINT PROCEDURES

Ed. Code 52075 Complaint for lack of compliance with local control and accountability plan requirements

Ed. Code 52300-52462 Career technical education

Ed. Code 52500-52616.24 Adult schools

Ed. Code 54400-54425 Compensatory education programs

Ed. Code 54440-54445 Migrant education

Ed. Code 54460-54529 Compensatory education programs

Ed. Code 59000-59300 Special schools and centers

Ed. Code 64000-64001 Consolidated application process; school plan for student achievement

Ed. Code 65000-65001 School site councils

Ed. Code 8200-8498 Child care and development programs

Ed. Code 8500-8538 Adult basic education

Gov. Code 11135 Nondiscrimination in programs or activities funded by state

Gov. Code 11135 Discrimination

Gov. Code 12900-12996 Fair Employment and Housing Act

H&S Code 1596.792 California Child Day Care Act; general provisions and definitions

H&S Code 1596.7925 California Child Day Care Act; health and safety regulations

Pen. Code 422.55 Definition of hate crime

Pen. Code 422.6 Civil rights; crimes

**Federal** 

20 USC 1221 Application of laws

20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 1681-1688 Title IX of the Education Amendments of 1972

20 USC 6301-6576 Title I Improving the Academic Achievement of the Disadvantaged

20 USC 6801-7014 Title III language instruction for limited English proficient and immigrant students

28 CFR 35.107 Nondiscrimination on basis of disability; complaints

29 USC 794 Rehabilitation Act of 1973, Section 504

34 CFR 100.3 Prohibition of discrimination on basis of race, color or national origin

34 CFR 104.7 Designation of responsible employee for Section 504

34 CFR 106.1-106.82 Nondiscrimination on the basis of sex in education programs

34 CFR 106.8 Designation of responsible employee for Title IX

34 CFR 106.9 Notification of nondiscrimination on basis of sex

34 CFR 110.25 Notification of nondiscrimination on the basis of age

34 CFR 99.1-99.67 Family Educational Rights and Privacy Act

42 USC 11431-11435 McKinney-Vento Homeless Assistance Act

42 USC 12101-12213 Title II equal opportunity for individuals with disabilities

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

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

42 USC 6101-6107 Age Discrimination Act of 1975

Management Resources

California Department of Education Publication: Uniform Complaint Procedure 2020-21 Program Instrument

California Department of Education Publication: Sample UCP Board Policies and Procedures

U.S. DOE, Office For Civil Rights Publication: Dear Colleague Letter, September 22, 2017

U.S. DOE, Office For Civil Rights Publication: Dear Colleague Letter: Title IX Coordinators, April 2015

U.S. DOE, Office for Civil Rights Publication: Dear Colleague Letter: Harassment and Bullying,

October 2010

U.S. DOE, Office for Civil Rights Publication: Dear Colleague Letter: Responding to Bullying of

Students with Disabilities, October 2014

U.S. DOE, Office for Civil Rights Publication: Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DOJ Publication: Guidance to Federal Financial Assistance Recipients Regarding Title VI, 2002

Website: U.S. Department of Justice

Website: California Department of Education

Website: CSBA

Website: U.S. Department of Education, Office for Civil Rights

Legal Reference: EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedure

46015 Parental leave for students

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 4 Student fees

49060-49079 Student records

49069. 5 Foster youth

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51222 Physical educations, secondary schools

51223 Physical educations, elementary schools

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

51226-51226.1 Career technical education

51228.1-51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, especially

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

52300 - 52462 Career-technical education

52500-52616.24 Adult schools

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

65000-65001 School site councils

**GOVERNMENT CODE** 

11135 Nondiscrimination in programs or activities funded by state-

12900-12996 Fair Employment and Housing Act

#### **Community Relations**

#### UNIFORM COMPLAINT PROCEDURES

#### **HEALTH AND SAFETY CODE**

1596.792 California Child Day Care Act; general provisions and definitions

1596.7925 California Child Day Care Act; health and safety regulations

**PENAL CODE** 

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

**CODE OF REGULATIONS, TITLE 2** 

11023 Harassment and discrimination prevention and correction

**CODE OF REGULATIONS, TITLE 5** 

3200-3205 Special education compliance complaints

4600-4670 Uniform complaint procedures

4680-4687 Williams Uniform Complaint Procedures

4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs

4900-4965 Nondiscrimination in elementary and secondary education programs

**UNITED STATES CODE, TITLE 20** 

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972-

6301-6576 Title I Improving the Academic Achievement of the Disadvantaged

6801-7014 Title III language instruction for limited English proficient and immigrant students

**UNITED STATES CODE, TITLE 29** 

794 Section 504 of Rehabilitation Act of 1973

**UNITED STATES CODE, TITLE 42** 

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

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

6101-6107 Age Discrimination Act of 1975

11431-11435 McKinney-Vento Homeless Assistance Act

12101-12213 Title II equal opportunity for individuals with disabilities

**CODE OF FEDERAL REGULATIONS, TITLE 28** 

35.107 Nondiscrimination on basis of disability; complaints

**CODE OF FEDERAL REGULATIONS, TITLÉ 34** 

99.1-99.67 Family Educational Rights and Privacy Act

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

#### **Management Resources:**

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Uniform Complaint Procedure 2020-21 Program Instrument

Sample UCP Board Policies and Procedures

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

Dear Colleague Letter, September 22, 2017

Dear Colleague Letter: Title IX Coordinators, April 2015

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

Dear Colleague Letter: Harassment and Bullying, October 2010

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

**U.S. DEPARTMENT OF JUSTICE PUBLICATIONS** 

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002 WEB SITES

CSBA: http://www.csba.org

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

Student Privacy Policy Office: http://www2.ed.gov/about/offices/list/opepd/sppo

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

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

Policy Adopted: 03/10/21 02/23/22 ORCUTT UNION SCHOOL DISTRICT

Orcutt, California



# SUPERINTENDENT'S MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D

Superintendent

BOARD MEETING DATE: February 23, 2022

BOARD AGENDA ITEM: Notice of Completion: Joe Nightingale Elementary School Painting Project

BACKGROUND: On December 22, 2021 the District awarded the bid to Polychrome

Construction for the Joe Nightingale Elementary School Painting Project. The objective of this project was to rejuvenate the campus by providing new paint to all exterior building walls, doors, walkway overhangs and railings. The work commenced on December 23, 2021 and was completed and signed off by

the District on Friday, February 18, 2022.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Joe Nightingale

Elementary Painting Project as complete.

FUNDING: N/A

And when recorded mail to:

Orcutt Union School District
Dr. Holly Edds
500 Dyer St.
Orcutt. CA 93455

Recording requested by

LINE FOR RECORDER'S USE

#### NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. Notice is hereby given:

- 1. The undersigned is owner or corporate office of the owner of the interest or estate stated below in the property hereinafter described: In fee
- 2. The full name of the owner is Orcutt Union School District
- 3. The full address of the owner is 500 Dyer St., Santa Maria, CA 93455
- 4. The work Joe Nightingale Elementary School Campus Exterior Painting project on the said property described below was completed on February 18<sup>th</sup>, 2022. The work done was: Exterior painting of all campus buildings at site listed on #7.
- 5. The name of the general contractor, if any, for such work of was Polychrome Construction, Inc. contract date, December 22, 2021.
- 6. The property on which said work of improvement was completed is in the Town of Orcutt, County of Santa Barbara, State of California, and described as follows:
- 7. The street address of said properties are Joe Nightingale Elementary School APN #109-110-003, 255 Winter Rd, Santa Maria, CA 93455.

	Owner – Orcutt Union School District
Date	Signed by Dr. Holly Edds, Superintendent
	VERIFICATION

I, the undersigned, say: I am the Superintendent, the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Owner: Orcutt Union School District

Executed on: Wednesday, February 23, 2022

Signed by		

Dr. Holly Edds, Superintendent



# Orcutt Union School District Governance Handbook

August 11, 2021 February 23, 2022

#### **Board of Trustees**

Mark Steller, <del>Clerk</del> President Shaun Henderson, <del>Member Clerk</del> Liz Phillips, Member Lisa Morinini, Member Melanie Waffle, <del>President Member</del>

#### 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.

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#### **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 their role and to working as a team
- Where everyone comes to meetings prepared and pays attention to the agenda
- In which folks everyone works 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 want 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 am committed to the School District and have always been a part of it
- I believe in equity for all students
- 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-student focused, our family atmosphere and embrace 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
- 21<sup>st</sup> Century classrooms
- Coming together as a team that puts kids first and communicates that message
- Kids Students come first
- We provide good stewardship even during bad times
- The success of our <del>charter schools</del> district
- 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 expectations 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 work closely in partnership with each other become more involved with each other
- Staying focused on our goals and continuing the excellence
- Maintaining the focus on putting <del>children students</del> 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 Our highly trained, dedicated staff will offer all students a world-class education, our district will that leads 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 everchanging 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
- Representing the school district with the upmost professionalism at all times

#### *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
- If a member chooses to abstain from a vote, the will provide an explanation at the time of the vote

# 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	• The governing board recognizes the importance of maintaining the confidentiality of information acquired as part of a board member's official duties
Protocol	<ul> <li>All trustees will strive to maintain the public's trust by not breaching confidentiality including all information from closed session</li> <li>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</li> </ul>

	Receiving Community or Staff Concerns and/or Complaints
Rationale	<ul> <li>Board members want to be accessible, responsive, consistent and fair in dealings with complaints and concerns from the community and staff</li> <li>The board values open communication and timely resolution of issues</li> </ul>
Protocol	<ul> <li>When approached with an issue or concern, trustees agree to:</li> <li>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 Board, much the same way that a juror would be removed from the jury box for hearing evidence outside the courtroom during a trial</li> </ul>

- 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> <li>Critical to the ability of trustees to make informed decisions is timely access to information</li> <li>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</li> </ul>
Protocol	<ul> <li>Trustees will always address the superintendent when asking questions or requesting additional information on board meeting agenda items, as well as other district operational matters</li> <li>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</li> <li>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</li> </ul>

	Role of the Board President and Agenda setting
Rationale	<ul> <li>The board has an obligation to set an example of good government in action for the community</li> <li>The board intends for meetings to proceed professionally, efficiently and effectively</li> <li>The board president sets the tone and shapes the public's perception of the school board</li> <li>Each board member must have the opportunity to express his or her viewpoint during board deliberation</li> </ul>
Protocol	<ul> <li>The board president should meet with the superintendent at least once a month to develop the board meeting agenda</li> <li>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</li> <li>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 model the tone and manner the board wishes to convey to the community</li> </ul>

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** The board wants to be informed about instructional practices, and the Rationale 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 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-may 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	The board wants to communicate a consistent message and common vision to the community
Protocol	<ul> <li>When contacted by the media, board members will refer the media to the board president, and/or the superintendent</li> <li>The Superintendent is the spokesperson for the district and the Board President is the spokesperson for the board</li> <li>If the press contacts the district office or superintendent, the board will be notified, as necessary</li> </ul>

- 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 We believe: 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 We Agree that: 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:

#### Welcoming/Orienting New Board Members

- o Information about the district
- o School governance and the role of the Board
- o The Orcutt Union SD Governance Handbook
- o CSBA Professional Governance Standards
- o 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:
  - o District Vision, Mission and Goals
  - o Key District Personnel
  - District Operations
  - o Special District Projects or Programs
  - o Current Issues Facing the District
  - o 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 11th 23rd day of August February, 2021 2022

Melanie Waffle, <del>Board President</del> Trustee	Mark Steller, Clerk President
Liz Phillips, Trustee	Shaun Henderson, Trustee Clerk
Lisa Morinini, Trustee	Dr. Holly Edds, Superintendent



# SUPERINTENDENT'S MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D

Superintendent

BOARD MEETING DATE: February 23, 2022

BOARD AGENDA ITEM: California School Boards Association (CSBA) Delegate Assembly Ballot

BACKGROUND: CSBA's Delegate Assembly is a vital link in the association's governance

structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interest of the school districts and county offices of education thought the state. Delegates are elected by CSBA member boards. At this time the Orcutt Union School District Board of Trustees may vote for one (1) candidate from

subregion 11-A for CSBA's Delegate Assembly.

RECOMMENDATION: Staff recommends that the Board of Trustees vote for one (1) candidate from

subregion 11-A for CSBA's Delegate Assembly

FUNDING: N/A

This complete, ORIGINAL Ballot must be SIGNED by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than TUESDAY, MARCH 15, 2022. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

#### OFFICIAL 2022 DELEGATE ASSEMBLY BALLOT SUBREGION 11-A (Santa Barbara County)

Number of seats: 1 (Vote for no more than 1 candidate)

Delegates will serve two-year terms beginning April 1, 2022 - March 31, 2024

\*denotes incumbent

Peter Wright (College ESD)

Provision for Write-in Candidate Name	School District
Signature of Superintendent or Board Clerk	Title
School District Name	Date of Board Action

See reverse side for list of all current Delegates in your Region.

#### REGION 11 - 9 Delegates (9 elected)

**Director: Sabrena Rodriguez (Ventura USD)** 

#### Below is a list of all elected or appointed Delegates from this Region.

#### Subregion 11-A (Santa Barbara)

Wendy Sims-Moten (Santa Barbara USD), term expires 2022 Luz Reyes-Martin (Goleta Union SD), term expires 2023

#### Subregion 11-B (Ventura)

Matthew Almaraz (Ventura USD), term expires 2023 Darlene Bruno (Hueneme SD), term expires 2022 Efrain Cazares (Oceanview SD), term expires 2022 Debra Cordes (Oxnard SD), term expires 2022 Lauren Gill (Conejo Valley USD), term expires 2022 Jeri Mead (Santa Paula USD), term expires 2023

#### **County Delegate:**

Rachel Ulrich (Ventura COE), term expires 2023

#### **Counties**

Santa Barbara (Subregion A) Ventura (Subregion B)



## TECHNOLOGY MEMORANDUM

TO: **Board of Trustees** 

Holly Edds, Ed.D.

FROM: Leslie Wagonseller

Executive Director Technology and Ed. Services

**BOARD MEETING DATE:** February 23, 2022

**BOARD AGENDA ITEM:** Request for Proposal (RFP) for E-RATE Wide Area Network (WAN)

BACKGROUND: The E-Rate Program provides discounts to qualifying school districts on

> internet access, telecommunications and internal connections – products, services and maintenance. The amount of discount is based on the numbers of students receiving free and reduced-price meals. OUSD receives a 60%

discount for data connections.

We currently use WAVE Business for our broadband internet connections. We currently have a 1GB connection to all sites. Our request for proposals (RFP) was for increased bandwidth to all sites. We have requested an increase so that we can remain at optimal bandwidth now that our students and staff are all back on sites. 5GB will allow time for productivity before we need to increase bandwidth again. The RFP process is complete and we have received two bids (proposals) for increased bandwidth one from Wave Business and one from Frontier. Frontier only provided a 1 GB connection which is our current connection with WAVE. WAVE provided the requested proposal including a 5GB connection to all sites. We are upgrading to stay ahead of the need. Since we have students and staff back on sites, we have seen an increased use of bandwidth and we want to ensure that all students and staff have efficient connections to be successful.

We have selected WAVE Business to supply and increase our bandwidth to

5GB at all sites.

RECOMMENDATION: It is recommended that the district upgrade the contract with Wave Business

to provide data services outlined in the attached proposal for a five-year term

to lock in pricing and avoid non-reoccurring costs to build out the fiber

network.

FUNDING:

Technology Budget at an annual cost of approximately \$46,132.80 after the E-Rate discount. This is an increase of \$22,680 per year. (Cost breakdown – annual cost without ERATE Discount - \$115,332)



# **Orcutt Union School District**

**E-Rate RFP Response** 

# 2022-2023 WAN E-RATE

470 # 220004482

Due Date: January 7, 2022

11:00 AM

# **Delivered to:**

**Orcutt Union School District** 

**Attn: Leslie Wagonseller – Executive Director Technology** 

500 Dyer Street, Orcutt, CA 93455



Orcutt Union School District

Attn: Leslie Wagonseller – Executive Director Technology and Education Services
500 Dyer Street, Orcutt, CA 93455

RE: RFP # 2022-2023 WAN E-RATE

Good Afternoon Leslie,

WaveDivision Holdings, LLC d/b/a Wave Business is pleased to present this RFP Response for the Orcutt Union School District. Wave Business acknowledges receipt of every communication and addendum issued for this solicitation and have read, understood, and have fully complied with all mandatory requirements identified in the RFP.

Wave Business has made every effort to present the most complete and cost-effective solutions in our response. As your existing fiber WAN provider, we are proposing a renewal of your existing network with new pricing and no network design changes. I will be your main point of contact and my information is below.

Please review this document and attachments carefully and if you have any questions, I welcome the opportunity to meet face-to-face or via phone to address, discuss, and review this proposal or any other potential circuit in its entirety. We want the OUSD to completely understand the service dynamics, support, and technology being offered.

Thank you for the opportunity to continue working with the Orcutt Union School District. We sincerely believe our team is presenting solutions that continue to provide solutions that are cost effective and meet your every need.

Mike Puckett, Education Channel Manager 13483 Seabeck Hwy NW, Seabeck, WA 98380 Voice: (360) 550-4496 / Cell: (206) 406-9672

E-mail: mpuckett@wavebusiness.com

SPIN # 143030836 / FRN # 0015-63-7911 / GREEN LIGHT STATUS: ACTIVE / CTF Participant

Respectfully,

Michael W. Puckett, Education Channel Manager – Wave Business

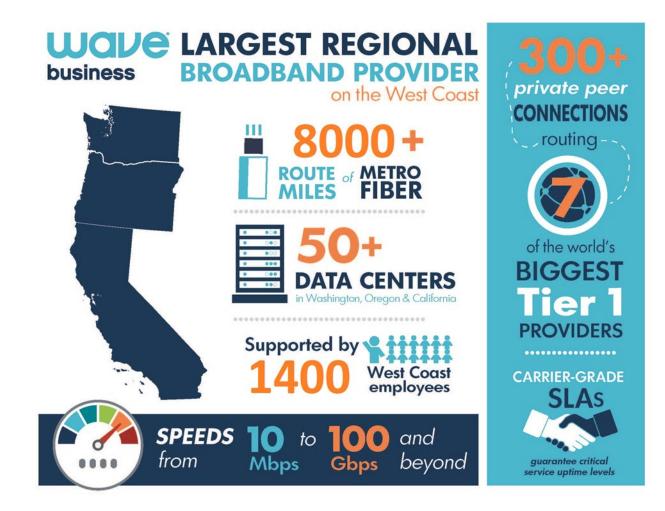


## **Table of Contents:**

- Why Choose Wave Business Page 4
- Wave Company Information Pages 5-6
- Specifications/Time Line/Technical Notes Page 7-8
- RFP Pricing Module Worksheet Attached at end of proposal
- RFP Required Forms and Acknowledgements Attached at end of proposal
- Master Services Agreement (copy) Attached at end of proposal
- Data Transport Service Order (copy) Attached at end of proposal
- Lit Services SLA (copy) Attached at end of proposal
- Wave COI attached at end of proposal

Electronic File copy is included with RFP response and also includes XLS file of the Pricing Module Worksheet.





# Why choose Wave Business?

- Scale Our system is the third largest IP network on the West Coast, designed and built solely for IP transit. With our recent acquisition, Wave is now the 6<sup>th</sup> largest internet and cable operating in the nation.
- **Network Architecture** the most advanced state-of-the-art fiber optic network and architecture in the western U.S.
- **Redundancy** more points of presence than any other provider in our West Coast footprint microwave mesh network for redundancy.
- **Headroom** operate our network to 40% 45% of capacity to allow for maximum speed and throughput and accommodate DDoS attacks and trunk breakage.
- **Direct peering** we peer with all major content providers with direct 10 gigabit fiber connections in key data centers result is lowest latency in the industry.
- Play well with others we respect other providers and cooperate through all aspects from construction to service delivery



#### **OUR ORGANIZATION**

Wave Division Holdings, LLC dba Wave Business operates leading broadband cable systems under the trade name Wave Broadband in the Tier 1 suburban markets of Seattle, WA, Portland, OR, Sacramento, CA, and San Francisco, CA. As of September 1, 2018, we had approximately 291,650 customer relationships, and served approximately 482,010 revenue generating units ("RGUs"), including approximately 271,825 HSD subscribers and approximately 88,530 voice subscribers.

Wave serves residential and small-to-midsized business customers through a fully-upgraded, fiber-rich and redundant communications network, which utilizes a variety of state-of-the-art technologies including up to 860 MHz hybrid fiber-coaxial ("HFC") systems and select fiber-to-the-home ("FTTH") service areas. Our four primary markets are interconnected through 10 and 100 Gb networks of owned and leased fiber transport connections that allow us to transmit data, video, voice and internal communications traffic between our systems.

In addition to our HFC and FTTH network, we offer business solutions that utilize owned metro fiber assets in Seattle, Portland, Sacramento, and San Francisco all of which are interconnected to our 10 and 100 Gb fiber backbone.

Wave Business, our commercial services division, offers a range of telecommunication solutions to local businesses, enterprises, other telecommunications carriers, and institutions such as schools, hospital networks, government agencies and military bases throughout our fiber footprint.

Wave Business is a facilities-based provider of communications products including:

- Multi-line business-class phone offerings,
- Commercial-class Internet services,
- Enterprise-level dedicated fiber-optic direct Internet access,
- Point-to-point fiber communications services, and
- Colocation capabilities

Wave entered its first market, Seattle, through the completion of three acquisitions in 2003 and established central operations in the Seattle area. From the start, we have grown both organically and through acquisitions of cable systems and fiber assets. Our commercially-focused acquisitions have enhanced our product offerings with additional fiber-based enterprise solutions and significantly added to our fiber assets. In addition, these acquisitions have added expertise and capabilities to take advantage of commercial growth opportunities across all of our markets.

In early 2018, Wave merged with RCN Telecom Services and Grande Communications to form the nation's sixth largest cable operator. Together, the combined companies cover a vast and growing nationwide fiber footprint spanning nearly 20 metro areas in 11 states including California, Illinois, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Texas, Virginia, Washington, and Washington, D.C.



#### **OUR STRENGTHS**

Advanced and interconnected network infrastructure

 We have made a significant commitment to develop and maintain a state-of-the-art network. Earlier this year, we invested over \$5MM in core network upgrades to ensure we maintain an industry leading network from a reliability, scalability and cost perspective. Our four markets in Seattle, Portland, Sacramento, and San Francisco are all interconnected through 10 and 100 Gb networks of owned and leased fiber transport connections that allow us to transmit all HSD, video, voice and internal communications traffic between our systems.

#### **OUR STRATEGY**

Provide our customers with a full suite of advanced connectivity solutions through a fully-upgraded network

- We continually strive to provide customers with the industry's newest, high-quality advanced solutions and attractive discounted bundles that enhance customer retention. We're local
- Look around a bit and you're sure to see a Wave vehicle nearby. That's because our technicians and support staff live in your area. Our fiber splice teams are also local.

#### Provide superior customer service

- Wave seeks to maximize customer satisfaction and retention by providing superior customer service through our in-house customer call center, excellent technical service assistance and network reliability. We operate a centralized customer call center at our Kirkland headquarters, which handles customer service and support for all of our products. We provide live 24/7/365 technical support for both residential and commercial customers. Our customer service operations utilize technologically advanced software and equipment that enhance interactions with our customers through more intelligent call routing, data management, forecasting and scheduling.
  - Providing our customers with best-in-class support services will remain our priority going forward as we work hard to deliver the best products, a superior value, worldclass customer service, and the most reliable network.
  - By accomplishing this, Wave rises above the competition to become the number one choice for broadband products and services.



#### TIME-LINE, TECHNICAL NOTES and SOW Information

If awarded this RFP, a member of the Wave Fiber Design and Construction team will meet with your representatives to discuss any network change designs (if desired). Wave's intent is to make any design changes to best suit your needs. At this same time, a Business Implementation Manager will be assigned that will work directly with you to provide on-going updates, request information and provide answers to any questions.

As your existing fiber WAN provider, this renewal will be ready to bill on July 1, 2022.

Service will continue to be delivered via single-mode fiber to a NID installed at the demarcation point. Handoff will be Ethernet via single-mode fiber on an LC connected.

CPE will be deployed with dual power supplies to ensure fault tolerance. DC power supplies are available for units deployed in a DC-powered data centers.

All Lit Wave circuits are completely scalable with minimal upgrade times.

Wave SPIN: 143030836 Wave FRN: 0015-63-7911

Wave FCC Standing: Green Light

#### **SUPPORT**

Wave has a 24/7/365 NOC that is manned by Wave employees at its headquarters in Bothell, WA. A full escalation list with contacts, phone numbers and email addresses will be issued to the District at the kickoff meeting following award of contact. All issues flow through Wave's NOC. All tickets are started by a call or an email to <a href="mailto:noc@wavebroadband.com">noc@wavebroadband.com</a>

Copies of Wave's Master Agreement, Transport Service Order and High Availability SLA have been attached at the end of this proposal. If awarded, Wave will provide originals of these agreements to sign and execute in a timely manner.

Orcutt Union School District will be supported by Wave's regional office in San Luis Obispo, CA with local technical and support personnel based in the immediate area.



#### **PRICING**

Wave is providing renewal pricing for a two-year term with two optional 1-year extensions.

District can select any proposed bandwidth for any circuit (mix and match) and Wave will adjust overall total price proposed prior to signing agreements.

If the District increases/upgrades site circuits, Wave will install a larger switch at the District Office to keep any of the edge sites from oversubscribing the network.

#### **TAXES AND FEES**

Currently in the State of California Wave has to charge its clients approximately 13-17% additional per circuit for State and Local Sales Tax, Franchise Fee & Utility Tax and a Regulatory Recovery Fee. A complete breakdown of these taxes and fees will be provided to the District prior to any agreements being signed.

#### **COMPLIANCE AND ACKNOWLEDGEMENT**

Wave complies with all portions of the Responder Service Provider Requirements and acknowledges all portions of the Responder Service Provider Acknowledgments.

#### **BID PACKAGE NOTES**

As this proposal is potentially for a renewal of services already constructed – Wave has not included a BID BOND or Designation of Subcontractors form. If the Bid Bond is needed by the District for the renewal – Wave will provide prior to signing new agreements.

#### **Service Provider Pricing Response E-Rate Funding Year 2009**

District Name: Orcutt UESD Billed Entity #: 143978

470#: 220004482 Bid/RFP#: **2022-2023 WAN E-RATE** 

Service Provider Name: Wave Business SPIN #: 143030836

Date of Proposal: 1/5/2022 FCC Registration #: 0015-63-7911

#### **1GB Pricing**

#### WIDE AREA NETWORK WITH ONE-TIME INSTALLATION CHARGES

					ANNUAL	2-YEAR	5-YEAR				
					Extended	Extended	Extended		ANNUAL		
			Monthly	One-time	<b>Total Before</b>	<b>Total Before</b>	<b>Total Before</b>	Percentage	<b>Total E-rate</b>	Percentage	<b>ANNUAL Total</b>
			Recurring	Installation	E-rate	E-rate	E-rate	E-Rate	Discounted	E-Rate	E-Rate
Location	Qty	Bandwidth	Cost	Cost	Discount	Discount	Discount	Eligible	Cost	Ineligible	<b>Ineligible Cost</b>
LAKEVIEW JR HIGH SCHOOL	1	1 Gb	\$1,103.00	\$0.00	\$13,236.00	\$26,472.00	\$66,180.00	100%	\$13,236.00	0%	\$0.00
ORCUTT UNION ESD-MAIN OFFICE	1	1 Gb	\$1,103.00	\$0.00	\$13,236.00	\$26,472.00	\$66,180.00	100%	\$13,236.00	0%	\$0.00
JOE NIGHTINGALE ELEM SCHOOL	1	1 Gb	\$1,103.00	\$0.00	\$13,236.00	\$26,472.00	\$66,180.00	100%	\$13,236.00	0%	\$0.00
PATTERSON ROAD ELEM SCHOOL	1	1 Gb	\$1,103.00	\$0.00	\$13,236.00	\$26,472.00	\$66,180.00	100%	\$13,236.00	0%	\$0.00
PINE GROVE ELEMENTARY SCHOOL	1	1 Gb	\$1,103.00	\$0.00	\$13,236.00	\$26,472.00	\$66,180.00	100%	\$13,236.00	0%	\$0.00
RALPH DUNLAP ELEMENTARY SCHOOL	1	1 Gb	\$1,103.00	\$0.00	\$13,236.00	\$26,472.00	\$66,180.00	100%	\$13,236.00	0%	\$0.00
ALICE SHAW ELEMENTARY SCHOOL	1	1 Gb	\$1,103.00	\$0.00	\$13,236.00	\$26,472.00	\$66,180.00	100%	\$13,236.00	0%	\$0.00
Total Cost at 1GB					\$92,652.00	\$185,304.00	\$463,260.00		\$92,652.00		\$0.00

#### **2GB Pricing**

#### WIDE AREA NETWORK WITH ONE-TIME INSTALLATION CHARGES

					ANNUAL	2-YEAR	5-YEAR				
					Extended	Extended	Extended		ANNUAL		
			Monthly	One-time	<b>Total Before</b>	<b>Total Before</b>	<b>Total Before</b>	Percentage	<b>Total E-rate</b>	Percentage	<b>ANNUAL Total</b>
			Recurring	Installation	E-rate	E-rate	E-rate	E-Rate	Discounted	E-Rate	E-Rate
Location	Qty	Bandwidth	Cost	Cost	Discount	Discount	Discount	Eligible	Cost	Ineligible	<b>Ineligible Cost</b>
LAKEVIEW JR HIGH SCHOOL	1	2 Gb	\$1,260.00	\$0.00	\$15,120.00	\$30,240.00	\$75,600.00	100%	\$15,120.00	0%	\$0.00
ORCUTT UNION ESD-MAIN OFFICE	1	2 Gb	\$1,260.00	\$0.00	\$15,120.00	\$30,240.00	\$75,600.00	100%	\$15,120.00	0%	\$0.00
JOE NIGHTINGALE ELEM SCHOOL	1	2 Gb	\$1,260.00	\$0.00	\$15,120.00	\$30,240.00	\$75,600.00	100%	\$15,120.00	0%	\$0.00
PATTERSON ROAD ELEM SCHOOL	1	2 Gb	\$1,260.00	\$0.00	\$15,120.00	\$30,240.00	\$75,600.00	200%	\$30,240.00	0%	\$0.00
PINE GROVE ELEMENTARY SCHOOL	1	2 Gb	\$1,260.00	\$0.00	\$15,120.00	\$30,240.00	\$75,600.00	300%	\$45,360.00	0%	\$0.00
RALPH DUNLAP ELEMENTARY SCHOOL	1	2 Gb	\$1,260.00	\$0.00	\$15,120.00	\$30,240.00	\$75,600.00	100%	\$15,120.00	0%	\$0.00
ALICE SHAW ELEMENTARY SCHOOL	1	2 Gb	\$1,260.00	\$0.00	\$15,120.00	\$30,240.00	\$75,600.00	100%	\$15,120.00	0%	\$0.00
Total Cost at 2GB					\$105,840.00		\$529,200.00		#########		\$0.00

#### **5GB Pricing**

#### **Service Provider Pricing Response E-Rate Funding Year 2009**

District Name: Orcutt UESD Billed Entity #: 143978

470#: 220004482 Bid/RFP#: **2022-2023 WAN E-RATE** 

Service Provider Name: Wave Business SPIN #: 143030836

Date of Proposal: 1/5/2022 FCC Registration #: 0015-63-7911

					ANNUAL	2-YEAR	5-YEAR				
					Extended	Extended	Extended		ANNUAL		
			Monthly	One-time	<b>Total Before</b>	<b>Total Before</b>	<b>Total Before</b>	Percentage	Total E-rate	Percentage	<b>ANNUAL Total</b>
			Recurring	Installation	E-rate	E-rate	E-rate	E-Rate	Discounted	E-Rate	E-Rate
Location	Qty	Bandwidth	Cost	Cost	Discount	Discount	Discount	Eligible	Cost	Ineligible	<b>Ineligible Cost</b>
LAKEVIEW JR HIGH SCHOOL	1	5 Gb	\$1,373.00	\$0.00	\$16,476.00	\$32,952.00	\$82,380.00	100%	\$16,476.00	0%	\$0.00
ORCUTT UNION ESD-MAIN OFFICE	1	5 Gb	\$1,373.00	\$0.00	\$16,476.00	\$32,952.00	\$82,380.00	100%	\$16,476.00	0%	\$0.00
JOE NIGHTINGALE ELEM SCHOOL	1	5 Gb	\$1,373.00	\$0.00	\$16,476.00	\$32,952.00	\$82,380.00	100%	\$16,476.00	0%	\$0.00
PATTERSON ROAD ELEM SCHOOL	1	5 Gb	\$1,373.00	\$0.00	\$16,476.00	\$32,952.00	\$82,380.00	200%	\$32,952.00	0%	\$0.00
PINE GROVE ELEMENTARY SCHOOL	1	5 Gb	\$1,373.00	\$0.00	\$16,476.00	\$32,952.00	\$82,380.00	300%	\$49,428.00	0%	\$0.00
RALPH DUNLAP ELEMENTARY SCHOOL	1	5 Gb	\$1,373.00	\$0.00	\$16,476.00	\$32,952.00	\$82,380.00	100%	\$16,476.00	0%	\$0.00
ALICE SHAW ELEMENTARY SCHOOL	1	5 Gb	\$1,373.00	\$0.00	\$16,476.00	\$32,952.00	\$82,380.00	100%	\$16,476.00	0%	\$0.00
Total Cost at 5GB					\$115,332.00		\$576,660.00		##########		\$0.00

#### 10GB Pricing

#### WIDE AREA NETWORK WITH ONE-TIME INSTALLATION CHARGES

					ANNUAL	2-YEAR	5-YEAR				
					Extended	Extended	Extended		ANNUAL		
			Monthly	One-time	<b>Total Before</b>	<b>Total Before</b>	<b>Total Before</b>	Percentage	<b>Total E-rate</b>	Percentage	<b>ANNUAL Total</b>
			Recurring	Installation	E-rate	E-rate	E-rate	E-Rate	Discounted	E-Rate	E-Rate
Location	Qty	Bandwidth	Cost	Cost	Discount	Discount	Discount	Eligible	Cost	Ineligible	<b>Ineligible Cost</b>
LAKEVIEW JR HIGH SCHOOL	1	10 Gb	\$1,485.00	\$0.00	\$17,820.00	\$35,640.00	\$89,100.00	100%	\$17,820.00	0%	\$0.00
ORCUTT UNION ESD-MAIN OFFICE	1	10 Gb	\$1,485.00	\$0.00	\$17,820.00	\$35,640.00	\$89,100.00	100%	\$17,820.00	0%	\$0.00
JOE NIGHTINGALE ELEM SCHOOL	1	10 Gb	\$1,485.00	\$0.00	\$17,820.00	\$35,640.00	\$89,100.00	100%	\$17,820.00	0%	\$0.00
PATTERSON ROAD ELEM SCHOOL	1	10 Gb	\$1,485.00	\$0.00	\$17,820.00	\$35,640.00	\$89,100.00	200%	\$35,640.00	0%	\$0.00
PINE GROVE ELEMENTARY SCHOOL	1	10 Gb	\$1,485.00	\$0.00	\$17,820.00	\$35,640.00	\$89,100.00	300%	\$53,460.00	0%	\$0.00
RALPH DUNLAP ELEMENTARY SCHOOL	1	10 Gb	\$1,485.00	\$0.00	\$17,820.00	\$35,640.00	\$89,100.00	100%	\$17,820.00	0%	\$0.00
ALICE SHAW ELEMENTARY SCHOOL	1	10 Gb	\$1,485.00	\$0.00	\$17,820.00	\$35,640.00	\$89,100.00	100%	\$17,820.00	0%	\$0.00
Total Cost at 10GB					\$124,740.00		\$623,700.00		#########		\$0.00

# E-Rate Supplemental Terms and Conditions \*Please sign and return

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

#### 1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate. Even after award of contract(s) and/or E-Rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

#### 2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFQ.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: http://www.usac.org/sl/service-providers/step01/default.aspx
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt\_collection/welcome.html

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2022.
- f. Prices must be held firm for the duration of the associated E-Rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-Rate Eligible".

  Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.
- i. In the event of questions during an E-Rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within three (3) days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC http://www.usac.org/sl/applicants/step07/invoice-check.aspx
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx
- 3) SERVICE PROVIDER ACKNOWLEDGEMENTS
  - a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
  - b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
  - c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest

- corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. This offer is in full compliance with USAC's Free Services Advisory <a href="http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx">http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx</a>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

#### 4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-Rate eligible goods and/or services requested in this RFQ shall be delivered no earlier than the start of the 2022 funding year (July 1, 2022). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

#### **EARLY FUNDING CONDITIONS**

#### Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six (6) months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (<u>DA 02-3365</u>, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL: <a href="http://www.usac.org/sl/applicants/step05/installation.aspx">http://www.usac.org/sl/applicants/step05/installation.aspx</a>

#### Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

• We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-94, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

#### 5) **INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

#### 6) FCC/SLD AUDITABILITY

The E-Rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFQ for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFQ, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original

date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

Signature:	Title: Education Channel Manager
Phone Number: <u>360-550-4496</u>	Email: mike.puckett@wavebroadband.com
Service Provider Name: Wave Business	

#### **PROJECT GOALS**

The DISTRICT (OUSD) is seeking telecommunication providers that are able to meet its data telecommunication needs. The present system utilizes various levels and types of services at multiple locations. Attached Appendix A provides a listing of all facilities.

#### **QUALIFICATIONS**

Please provide responses to the following questions as well as details to offer a comprehensive representation of your company and its services.

representation of your company and its services.	
	Yes/No
The vendor must be able to guarantee network availability at least 99.5% of the time in a calendar month, and packet delivery of 99.5% or greater, except for outages caused by the customer's equipment, fiber cuts by third parties, acts of God, or other Force Majeure events.	YES
Please elaborate:	Wave's network SLA provides for this and is covered in the attached SLA
Does your company monitor all telecommunication and/or Internet services 24 hours per day, seven days per week, 365 days per year?	YES
Please elaborate: Wave's NOC, located in Bothell, \ and all Lit Services are monitored	
3. Can your company ensure OUSD 99.95% for all telecommunication and/or Internet service availability during each week of service provided with telecommunication and/or Internet service latency across your company's network, facilities and services not to exceed 30 milliseconds maximum?  Please elaborate: Please see attached SLA	YES
4. Is your company able to provide, at no additional charge, immediate notification to OUSD network department representative of any and all telecommunication and/or Internet service outages or	YES
anomalies which affect the use of the facilities, circuits, or network within OUSD?	
Please elaborate: Wave's NOC monitors and alerts issues or outages. Also sending outage maintenance periods	s customers if there are any out notice for any planned
<ol> <li>Please provide the process for OUSD to report any problems with the facilities, circuits, network or telecommunication and/or Internet services including the minimum response time.</li> </ol>	YES
Please elaborate: District will call the NOC at 888-317-0488 a an education customer. Troubleshooting be needed	and indicate they are egins immediately and technicians are dispatched if

6. Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.  Please elaborate: Wave's NOC has been operating f staff 24/7/365.	YES for over 19 years with full
7. Your company will provide a non-performance policy with OUSD which provides OUSD a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within OUSD, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your	YES
company's services.  Please elaborate: SLA credits are fully outlines in the 8. Does your company maintain compliance with any	attached SLA YES
and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?  Please elaborate: Wave's CPUC #U-6184-C	
Does your company agree that OUSD can reserve     the option to terminate service, without penalty and	
full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered?  Please elaborate: OUSD may terminate any District so It may also terminate for cause. In	site if it does not receive USAC funding. either case, there are no penalties.

without penalty.

#### ORCUTT UNION ELEMENTARY SCHOOL DISTRICT

# REQUEST FOR PROPOSAL RFP# 2022-2023 WAN E-RATE WIDE AREA NETWORK DIGITAL TRANSMISSION SERVICES

#### BID PROPOSAL FORM AGREEMENT

TO: ORCUTT UNION ELEMENTARY SCHOOL DISTRICT, acting by and through its Governing Board, herein called "District"

FROM: Wave Division Holdings, LLC d/b/a Wave Business

(Proper Name of Bidder)

1. Pursuant to, and in compliance with, your Notice to Bidders, and other documents relating thereto, the undersigned bidder having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the following:

# REQUEST FOR PROPOSAL RFP# 2017-2018 WAN E-RATE WIDE AREA NETWORK DIGITAL TRANSMISSION SERVICES

All in strict conformance with the drawings, and other contract documents on file at the Purchasing Office of said District for amounts set forth herein.

2. In order to be a responsive and responsible bidder, required documents must be submitted as a total proposal response. If any one of the required documents are not

included, the proposal will be declared non-responsive, and will not be accepted. Bidders submitting a NO BID response are to return the cover page, and a letter stating "NO BID", in order to remain on the District's Bidder's List

#### 3. ADDENDA

The undersigned has thoroughly examined any and all Addenda, (if any), issued during the proposal period, and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda:

(Bidder to list all addenda)

ADDENDUM NO:	DATE RECEIVED:
ADDENDUM NO:	DATE RECEIVED:
ADDENDUM NO:	DATE RECEIVED:

4. This Proposal is to be submitted by 2:00 PM, January 07, 2022, and include the following documents:

Cover Letter/Letter of Interest
Table of Contents
Vendor Company Data
Experience and Client References
Technical Capabilities
Cost Proposal

Transition Plan
Bid Bond
Designation of Subcontractors
Non-Collusive Bidding Declaration
Pricing Module Worksheet
(See 'WAN RFP Pricing Module Worksheet.xls')

#### 5. PRICING

The base bid includes all items as indicated and as specified for in the "Scope of Work" and various attachments. The Base Bid sum shall include all labor, materials, services, software, training, warranty and support necessary to complete the project, including all sales, State and Local taxes, license and permit fees, and insurance costs, if any.

#### **Wide Area Network**

BASE PROPOSAL CONTRACT TERM: JULY 1, 2022 – JUNE 30, 2023 Amounts are based on all sites selecting 1 Gb Circuits. District may choose to select any bandwidth for any site and pricing will adjust accordingly.

\$	PROPOSAL AMOUNT 7,721.00
TOTAL	PROPOSAL IN WORDS Seven thousand, seven hundred and twenty one dollars.
\$.	E-RATE ELIGIBLE AMOUNT
\$	E-RATE INELIGIBLE AMOUNT
A-2: AL	TERNATE PROPOSAL CONTRACT TERM: JULY 1, 2022 – JUNE 30, 2023
\$	PROPOSAL AMOUNT
• •	PROPOSAL IN WORDS
\$	E-RATE ELIGIBLE AMOUNT
\$	E-RATE INELIGIBLE AMOUNT

# A-3: ALTERNATE PROPOSAL CONTRACT TERM: (state proposed term) PROPOSAL AMOUNT \$\_\_\_\_\_\_ TOTAL PROPOSAL IN WORDS:\_\_\_\_\_\_ E-RATE ELIGIBLE AMOUNT \$\_\_\_\_\_\_ E-RATE INELIGIBLE AMOUNT \$

- 6. In submitting this proposal, the vendor acknowledges that the Proposed Guidelines and Requirements for the Project, are an integral part of the Contract Documents, and that the Proposed Guidelines and Requirements have been read, understood, and accepted by the bidder. The bidder understands and agrees not to disclaim knowledge of the meaning, and effect of any term or provision, and agrees to strictly abide by their meaning and intent.
- 7. It is understood that the District reserves the right to reject this proposal, and that the proposal shall remain open to acceptance, and is irrevocable for a period of Sixty (60) days.
- 8. It is understood and agreed that if written notice of acceptance of this proposal is mailed faxed, or delivered to the undersigned after the opening of the proposals, and within the time this proposal is required to remain open, or at any time thereafter before this proposal is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the proposal as accepted, and that the contractor will also furnish and deliver to the District FIVE (5) executed copies of the Performance and Payment Bonds as specified, all within SEVEN (7) days after receipt of the Notice of Award Letter, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to Proceed Letter, and shall be completed by the Contractor in the time specified in the contract documents.
- 9. The Notice of Award Letter, and/or other correspondence, will be addressed to the undersigned at the address stated below.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

David Lampkin - VP Business Solutions	

IMPORTANT NOTICE: If the bidder, or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and managers thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

- 11. The required list of designated subcontractor is attached hereto. Bidder understands, and acknowledges that all subcontractors providing goods and services in excess of \$100,000.00, must be bonded.
- 12. The undersigned herby warrants that the Contractor has the appropriate license(s), and that such license(s) entitles the bidder to provide the work; that such license(s) will be in full force and effect throughout the duration of performance, under this contract.
- 13. The Contractor hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
- 14. In the event the bidder to whom the Notice of Award is given, fails or refuses to post the required bonds and return executed copies of the Agreement form within SEVEN (7) calendar days from the date of receiving the Notice of Award letter, the District may declare the Bidder's proposal non-responsive, and may give Notice of Intent to Award the contract to the next lowest responsive and responsible bidder.
- 15. Pursuant to Section 4552 of the Government code, in submitting a bid to the District, the bidder offers and agrees that if the proposal is accepted, it will assign to the District all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

BY SUBMISSION OF THIS PROPOSAL, THE BIDDER DECLARES UNDER PENALTY OF PERJURY, AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE INFORMATION CONTAINED BELOW IS TRUE, CORRECT AND COMPLETE.

COMPANY NAME:	Wave Business
LEGAL NAME OF CORP.:	WaveDivision Holdings, LLC d/b/a Wave Business
ADDRESS:	3700 Monte Villa Pkwy, Suite 200, Bothell, WA 98021
BY:	SIGNATURE OF BIDDER
	Michael W Puckett PRINTED NAME
TITLE:	Education Channel Manager
DATE:	1/5/2022
	nike.puckett@wavebroadband.com

## NONCOLLUSION DECLARATION (To be Executed by Bidder and Submitted with Bid) (Public Contract Code 7106)

The undersigned declares:
I am the Education Channel Manager of Wave Business the party making the forgoing bid.
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in this bid are true, and, further, that the bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is
Executed the <u>5th</u> day of <u>January</u> , 2022 at, California.

**Authorized Company Signature** 



### MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES California E-Rate Customer

	This Master So	ervices Agreement for Enterprise Services	: California E-Rate Custon	ner (this "MSA") is entered into as of
this	day of	, 2018 (the "Effective Date")	, by and between WAVE	EDIVISION HOLDINGS, LLC, a Delaware
limited	liability company	, on behalf of itself and its Affiliates (colle	ectively, "Provider"), and	
		, a	("Custome	er"). For purposes of this MSA, the
term "A	<b>Affiliate</b> " shall n	nean any other person which directly, or	indirectly through one or	more intermediaries, controls, or is
control	led by, or is und	ler common control with, the first person	or any of its subsidiaries.	Each of Provider and Customer may
be refe	rred to in this M	SA as a "Party" and together as the "Part	ies."	

#### ARTICLE 1 - STRUCTURE OF AGREEMENT

- 1.1 <u>Purpose of MSA</u>. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the "Services"). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more "Service Orders," as described in Section 1.2 below.
- 1.2 <u>Service Orders.</u> The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a "Service Site"); (iii) the initial term of the Service Order (the "Initial Service Term"); (iv) the pricing for the Service, including (a) the monthly recurring charges ("MRC") for the Service, and (b) any non-recurring charges ("NRC") associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the "Agreement."
- Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the "SLA"), the SLA constitutes a part of this MSA. Customer's use of any Services purchased pursuant to the Agreement will also be governed by Provider's Acceptable Use Policy for Commercial Services (the "AUP") which is posted on Provider's website at http://wavebusiness.com/commercial-AUP. Additional provisions that are applicable only to specific types of Services are contained in Provider's Service-Specific Terms and Conditions (the "Service-Specific T&Cs") which is posted on Provider's website at http://wavebusiness.com/serviceterms. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

#### **ARTICLE 2 – TERM AND RENEWAL**

- 2.1 <u>Term of MSA</u>. The term of this MSA (the "MSA Term") shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5<sup>th</sup>) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.
- 2.2 Term of Service Orders. The term of each Service Order shall be as specified in the Service Order.

#### ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 <u>Service Site; Demarcation Points; Equipment</u>. Unless a Service Site is within Provider's control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Provider Equipment**") necessary to connect

Provider's network facilities to the Customer demarcation point(s) at the Service Site (the "Demarcation Point(s)"); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "Customer Equipment") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate HVAC, electrical power, and security at the Service Site. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

- 3.2 <u>Testing, Acceptance and Service Commencement Date.</u> Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "Service Commencement Date"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.
- 3.3 <u>No Sub-Licensing; Non-Compete</u>. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

#### **ARTICLE 4 - PAYMENT AND BILLING**

- 4.1 <u>Invoicing.</u> All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "Fees." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.
- 4.2 <u>Disputed Invoices</u>. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "Fee Dispute Notice"). A Fee Dispute Notice must be submitted to Provider within ninety (90) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such ninety (90) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 11.2 and 11.3 below.
- 4.3 <u>Applicable Taxes</u>. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "Applicable Taxes"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

#### **ARTICLE 5 – DEFAULT AND REMEDIES**

- 5.1 <u>Customer Default</u>. Each of the following shall constitute a default by Customer under this Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of this Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.
- 5.2 Remedies for Customer Default. In the event of a Default by Customer under this Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iv) pursue any other remedy available to Provider under this Agreement or applicable law. If Provider terminates one or more Service Orders due to Customer Default, Customer shall pay a "Termination Charge" to Provider equal to the sum of the following: (a) all unpaid amounts for Services actually provided prior to the termination date for the Service Order at issue; and (b) a percentage of all remaining MRCs Customer was to pay Provider for the remainder of the applicable Service Term (the "Remaining Monthly Service Charges"). If a Termination Charge is incurred during the first year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be one hundred percent (100%). If a Termination Charge is incurred during the second or third year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be seventy-five percent (75%). If a Termination Charge is incurred during or after the fourth year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be fifty percent (50%). If incurred, the Termination Charge will be due and payable within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.
- Provider Default. Each of the following shall constitute a Default by Provider under this Agreement: (i) if Provider fails to comply with any material provision of this Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.
- Remedies for Provider Default. In the event of a Default by Provider under this Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); (ii) terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iii) pursue any other remedy available to Customer under this Agreement or applicable law. Early termination by customer shall be accomplished by providing termination notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

#### **ARTICLE 6 – EARLY TERMINATION & PORTABILITY**

#### 6.1 Early Termination for Customer Convenience.

(a) <u>E-Rate Funding Contingency</u>. Customer is a participant in the Federal Universal Service Discount program for schools and libraries ("<u>E-Rate</u>"), offered by the Federal Communications Commission via the Schools and Libraries Division (the "<u>SLD</u>"). Customer may enter into one or more Service Orders with Provider to purchase Services through the E-Rate program. Should Customer enter into any Service Order with Provider for Services that Customer intends to fund, in whole or in part, through the E-Rate program, then Customer shall have the right to discontinue any one or more of such Services and/or terminate the corresponding Service Order(s) if Customer's request for E-Rate funding is denied, cancelled or otherwise discontinued by SLD. In such event, Customer shall deliver no less than thirty (30) days' advance written notice of termination to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated and the date on which such early

termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

- (b) Non-Appropriation Contingency. Customer is a public entity subject to legislative appropriation requirements. As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience as provided herein. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.
- 6.2 <u>Early Termination for Default</u>. As set forth in Article 5 above, either Party may elect to terminate this MSA and/or one or more Service Orders prior to the scheduled Expiration Date in the event of an uncured Default by the other Party.
- Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for the remainder of the Service Term for the discontinued Services; and (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services.

#### **ARTICLE 7 – CONFIDENTIAL INFORMATION**

- Definition of Confidential Information. "Confidential Information" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.
- Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees or contractors that have a need to know for such purposes (with disclosure to contractors being limited to contractors that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.
- 7.3 <u>California Public Records Act</u>. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that California law limits the ability of Customer to

shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the California Public Records Act, California Government Code §§ 6250 – 6276.48, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

#### **ARTICLE 8 – LIMITATION OF LIABILITY**

- 8.1 <u>General Limitations</u>. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.
- 8.2 <u>Service Level Agreement</u>. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.
- No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.
- <u>Disclaimer of Warranties</u>. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT.
- Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SECURITY. CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.
- Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not complaint with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA complaint. Provider will not execute a business associate agreement under HIPAA.

#### ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

- 9.1 <u>Indemnification by Customer</u>. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.
- 9.2 <u>Indemnification by Provider</u>. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "Customer Indemnified Parties") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.
- 9.3 <u>Indemnification Procedures for Third-Party Claims</u>. Should any third-party claim arise under this Article 9, the indemnified party shall promptly notify the indemnifying party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified party without the consent of the indemnified party. The indemnified party shall reasonably cooperate with the indemnifying party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying party, all at the cost and expense of the indemnifying party.

#### **ARTICLE 10 – FORCE MAJEURE EVENTS**

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other sever weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "Force Majeure Event"). The Party claiming relief under this Article shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the cessation of such event. If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

#### **ARTICLE 11 – DISPUTE RESOLUTION**

- 11.1 <u>Good Faith Negotiations</u>. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a "**Dispute**") arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a "**Dispute Notice**"). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.
- 11.2 <u>Governing Law.</u> This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State of California. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of California in and for San Mateo County, or in the Federal District Court for the Northern District of California, as applicable.

#### ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement

or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

#### **ARTICLE 13 – NOTICES**

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

If to Provider: If to Customer:

WaveDivision Holdings, LLC 401 Parkplace Center, Suite 500 Kirkland, WA 98033

ATTN: Paul Koss

Email: pkoss@wavebroadband.com

With a Copy to: With a Copy to:

WaveDivision Holdings, LLC 401 Parkplace Center, Suite 500 Kirkland, WA 98033

ATTN: Jim Penney

Email: jpenney@wavebroadband.com

Either party may change its notice address by giving notice to the other party in accordance with this Article.

#### ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

#### **ARTICLE 15 - MISCELLANEOUS**

- 15.1 <u>Entire Agreement; Interpretation</u>. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.
- No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

- 15.3 <u>Attorneys' Fees</u>. If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.
- Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.
- 15.5 <u>Exhibits</u>. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

EXHIBIT A - Service Level Agreement for Lit Fiber Services

EXHIBIT B - Service Level Agreement for Dark Fiber Services

- Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.
- 15.7 <u>Counterparts.</u> This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document.

The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

a Delaware
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## ORDER FOR DATA TRANSPORT SERVICES E-Rate Customer

	Effective Date"), by and be	tween WAVEDIVISION HOLDING	ervice Order") is entered into as S, LLC, a Delaware limited liability ner"). This Service Order is made	company ("Pro	vider"), and
	that certain Master Servi	ces Agreement between Provid	er and Customer dated		(the
Section 1: D (each, a "Sei (each such lo	rata Transport Services. Prvice," and collectively, the ocation a "Service Site," and	rovider shall provide to Custome e " <u>Services</u> "). The Services shal d collectively, the " <u>Service Sites</u> "	er the data transport services set Il connect the "A Location" and " ), at the bandwidths set forth belo onthly recurring charges ("MRC")	forth in the fol Z Location" set ow, in exchange	forth below for the one
Circuit Identifier	Bandwidth and Type of Connection	A Location Service Site	Z Location Service Site	NRC	MRC
Circuit 1	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING)	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING)	[INSERT]	[INSERT]
		Demarc:	Demarc:		
Circuit 2	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING)	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING)	[INSERT]	[INSERT]
		Demarc:	Demarc:		
Circuit 3	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING)	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING)	[INSERT]	[INSERT]
		Demarc:	Demarc:		
			TOTAL COST:	[INSERT]	[INSERT]
	ervice Term. The Service T		The Service Term for Circuit 2 is:	_	The
estimated ap			e for Circuit 1 is: The estimated approxin		
Section 4: C	ustomer Information.				
Account Nan	ne:	Invoic	ing Address:		
Account Exe	cutive to Customer:				
		E-Rate	e Billing Method: SPI Metho	od (FCC Form 47	4)
			☐ BEAR Met	hod (FCC Form	472)

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Site Contact: Customer Billing Contact: Other Customer Contact:

[INSERT NAME][INSERT NAME][INSERT NAME][INSERT EMAIL][INSERT EMAIL][INSERT EMAIL][INSERT PHONE 1][INSERT PHONE 1][INSERT PHONE 2][INSERT PHONE 2][INSERT PHONE 2]

**Section 5:** <u>Service Term.</u> Installation, testing and acceptance of the Services shall be in accordance with Article 3 of the MSA. The Service Term for each Service, set forth in Section 2 above, shall commence on the applicable Service Commencement Date.

**Section 6:** Rates and Charges. Customer is responsible for paying to Provider the NRC and MRC set forth in Section 1 above, all in accordance with Article 4 of the MSA.

Section 7: Performance. Provider shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Services are available to Customer 24 hours per day, seven days per week, consistent with the applicable SLA. It is possible, however, that there will be interruptions of Services. Customer understands and agrees that the Services may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Provider's reasonable control. Temporary Service interruptions for such reasons, as well as all Service interruptions caused by Customer, or by Force Majeure Events, will not constitute failures by Provider to perform its obligations under this Service Order. Instead, Customer's sole remedies for any such interruptions in the Services are described in the SLA.

Section 8: Customer Equipment and Software. As between Provider and Customer, Customer is solely responsible for the installation, repair, maintenance and use of all Customer Equipment and all software supplied by Customer for use in connection with the Services, including all aspects of Customer's internal network. Provider does not manufacture Equipment or software and does not support Customer Equipment or software. Any questions concerning or requests for maintenance or repair of third-party hardware or software should be directed to the provider of that product. If Customer Equipment or software impairs the Services, Customer will remain liable for payment of the applicable Fees. If, at Customer's request, Provider should attempt to resolve difficulties caused by Customer Equipment or software, such efforts may be performed at Provider's discretion and Customer will be responsible for Provider's then-current commercial rates and terms for such consulting services.

**Customer Security Measures.** Section 9: Customer is responsible for all access to and use of the Services by means of Customer's Equipment and Customer's internal network, whether or not Customer has actual knowledge of or authorizes such access or use. Customer is responsible for the security of Customer's internal network, and shall implement commercially reasonable security measures to prevent unauthorized use of or access to the Services. In accordance with Section 6.3 of the MSA, the failure by Customer to implement commercially reasonable network security measures may result in immediate termination of the Services and this Service Order by Provider. Customer will be solely liable and responsible for all conduct occurring through either authorized or unauthorized use of the Services through Customer's network and/or Customer's Equipment, until Customer informs Provider of a security breach. Provider is not responsible and assumes no liability for losses, claims, damages, expenses, or costs resulting from persons accessing Customer's internal network and/or Provider's network through Customer's Equipment, and Customer shall hold Provider harmless from and indemnify Provider against any such claims, losses, or damages to the full extent arising from such access.

#### Section 10: E-Rate Program.

- (a) <u>Participation in E-Rate Program</u>. With respect to this Service Order, Customer is participating in the Federal Universal Service Discount program for schools and libraries ("<u>E-Rate</u>"), offered by the Federal Communications Commission via the Schools and Libraries Division (the "<u>SLD</u>"), which is administered by the Universal Service Administrative Company ("<u>USAC</u>").
- (b) <u>Customer's Contingent Right to Cancel</u>. As set forth in the MSA, this Service Order is conditional and subject to Customer receiving full E-Rate funding by the SLD. Notwithstanding anything to the contrary contained in this Service Order or in the MSA, Customer reserves the right to cancel or in any manner reduce the scope of this Service Order in the event SLD does not completely fund the request for funding submitted by Customer with respect to the Services described in this Service Order.
- (c) <u>E-Rate Billing</u>. Under the E-Rate program, Customer must elect one of the following methods of invoicing, both of which require the cooperation of Provider:

- (i) <u>SPI Method</u>: Under the Service Provider Invoice method (the "<u>SPI</u>" method) of billing, Customer receives a discount on the invoices Customer receives from Provider. Customer pays in full the invoices it receives from Provider. Provider then submits FCC form 474, the Service Provider Invoice Form, to USAC in order to receive payment from USAC for the discounts Provider provided to Customer.
- (ii) <u>BEAR Method</u>: Under the Billed Entity Applicant Reimbursement Method (the "<u>BEAR</u>" method) of billing, the invoices Customer receives from Provider contain the full amount of the nondiscounted rates set forth in Section 1 above. Customer pays in full the invoices it receives

from Provider. Customer then submits FCC Form 472, the Billed Entity Applicant Reimbursement Form, to USAC in order to receive reimbursement from USAC for a portion of the amounts paid to Provider.

Customer has specified in Section 4 above which of the two methods of E-Rate billing Customer desires to use with respect to this Service Order. Regardless of which E-Rate billing method Customer has elected, the Parties agree to cooperate with one another as reasonably necessary to complete and process such paperwork as may be necessary for Customer to take advantage of the E-Rate funding available for the Services.

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The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

CUSTOMER:	PROVIDER:
	WAVEDIVISION HOLDINGS, LLC
Ву	Ву
Name:	Name:
Title:	Title:
Date:	Date:

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# EXHIBIT A Service Level Agreement for Ultra High Availability Enterprise Services

This Service Level Agreement for Ultra High Availability Enterprise Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services ("MSA") between WaveDivision Holdings, LLC ("WAVE") and Customer. This SLA applies to the following types of Enterprise Services offered by WAVE: (a) Data Transport Services, (b) Dedicated Internet Access Services, and (c) Phone Solutions Over Fiber Services.

#### 1. AVAILABILITY SLA

WAVE's Network is designed to provide a target **Availability of at least 99.999%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.999% Availability	Less than 26 seconds	Target Met
	> 26 seconds up to 1 hour	5%
	> 1 hours up to 3 hours	10%
	> 3 hours up to 5 hours	15%
	. <b>.</b>	an additional 5% for each
	> 5 hours	additional hour of Service Outage

<sup>\*</sup>Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

#### 2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE's NOC is designed to provide a MTTR of 4 hours or less. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Target MTTR Actual MTTR	
4 hr MTTR	≤ 4 Hrs.	applicable Circuit Target Met
	> 4 Hrs. to 6 Hrs.	5%
	> 6 Hrs. to 8 Hrs.	10%
	> 8 Hrs.	25%

#### 3. PACKET DELIVERY / PACKET LOSS SLA

The WAVE Network is designed to provide **no greater than 0.05% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.05% Packet Loss	0% - 0.05%	Target Met
	> 0.05% - 0.08%	5%
	> 0.08% - 0.1%	10%
	> 0.1% - 0.7%	25%
	> 0.7% - 1.0%	50%
	> 1.0%	100%

#### 4. LATENCY SLA

The WAVE Network is designed to provide a monthly average round trip Latency not to exceed the following:

- Round Trip Local Market Latency of 8 ms or less
- Round Trip Inter-Market Latency\* of 39 ms or less

If WAVE determines the applicable Latency target was not met in a given month and also cannot remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the WAVE NOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency Round Trip	Target Inter-Market Latency* Round Trip	Actual Latency Round Trip (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
8 ms or less 39 ms or less		≤ Target Latency	Target Met
		> Target up to 5 ms over Target	5%
	39 ms or less	> 5 ms up to 10 ms over Target	10%
		> 10 ms up to 15 ms over Target	25%
		> 15 ms over Target	50%

<sup>\*</sup> Inter-Market Latency means up to 800 network miles between locations

#### 5. NETWORK JITTER SLA

The WAVE Backbone Network is designed to have a monthly average one-way Network Jitter **no greater than 1 ms**. If the Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30<sup>th</sup> of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the applicable Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

#### 6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

#### 7. **DEFINITIONS**

For purposes of this SLA the following terms shall have the meanings set forth below.

"Availability" means the ability of Customer to exchange Ethernet packets with the WAVE Network via Customer's router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

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% Availability (per calendar month)

### (Total Minutes in Month – Total Minutes of Unavailability in Month) Total Minutes in Month

For Ethernet Transport Services and Phone Over Fiber Services, Availability is calculated at the individual circuit level, between WAVE's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the WAVE Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of WAVE's targeted MTTR.

"Emergency Maintenance" means WAVE's efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE's reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to an undesirable variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"<u>Latency</u>" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on WAVE's Network to another designated point on WAVE's Network. Latency is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the WAVE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the WAVE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

MTTR in Hrs = <u>Cumulative Length of Service Outages Per Month Per Circuit</u>

(per calendar month) Total Number of Trouble Tickets for Service Outages Per Month Per Circuit

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Packet Loss" means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured

Exhibit A: Service Level Agreement for Ultra High Availability Enterprise Services WaveDivision Holdings, LLC

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by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

"Scheduled Maintenance" means any maintenance of the portion of the WAVE Network to which Customer's router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Pacific Time). Customer will be notified via email at least seven (7) days in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the WAVE NOC upon notification of a Service-related problem. Trouble Tickets may be generated by WAVE pursuant to its internal network monitoring process, or by Customer's reporting of a problem to the WAVE NOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by WAVE will not provide a basis for Customer credits or Chronic Outage remedies.

"<u>WAVE Network</u>" means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer's access port. The "WAVE Network" does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer's local area network after the demarcation point for the Services provided by WAVE.

"WAVE Backbone Network" means WAVE's core fiber backbone that connects WAVE's POPs and regional hubs.

"WAVE's Network Operations Center" or "WAVE's NOC" means WAVE's network operations center which is staffed 24x7x365 and can be reached at: 888-317-0488.

#### 8. CLAIMING CREDITS AND REMEDIES

- **8.1** Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be in good standing with WAVE and current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.
  - (i) To claim SLA-related Service credits, Customer must do the following:
    - (a) Open a Trouble Ticket with the WAVE NOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
    - (b) Submit a written request for the credit(s) to WAVE's customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
    - (c) Provide the following documentation when requesting the credit(s):
      - Customer name and contact information;
      - Trouble Ticket number(s);
      - Date and beginning/end time of the claimed Outage or failed SLA metric;
      - Circuit IDs for each pertinent circuit/path; and
      - Brief description of the characteristics of the claimed Outage or failed SLA metric.
  - (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
    - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE NOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
    - (b) Submit a written request for a remedy regarding the Chronic Outage to WAVE's customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
    - (c) Provide the following documentation when requesting the remedy:
      - Customer name and contact information;
      - Type of remedy requested (e.g., substitution or termination);
      - Trouble Ticket numbers for each individual Outage event;

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- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

- 8.2 WAVE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.
- Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected circuit and Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) The acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) The failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services, including the unavailability of required Customer personnel due to Customer's failure to keep WAVE provided with current and accurate contact information for such personnel; (iii) Scheduled Service alteration, maintenance or implementation; (iv) The failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affilliates; (v) Force majeure events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (viii) WAVE's termination of the Service for cause, or as otherwise authorized by the MSA; (ix) Improper or inaccurate network specifications provided by Customer; (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer; (xi) Special configurations of the standard Service that have been mutually agreed to by Customer and WAVE, unless a separate Service Level Agreement for the special configuration has been established with the Service Order; or (xii) WAVE's inability to deliver Service by the Customer's desired due date.

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
PRODUCER	CONTACT Willis Towers Watson Certificate Center			
Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888	-467-2378		
	E-MAIL ADDRESS: Certificates@willis.com			
	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURER A: National Fire Insurance Company of Hartfor	20478		
INSURED	INSURER B: Continental Casualty Company 20443			
WaveDivision Holdings, LLC 401 Parkplace Center, Ste. 103	INSURER C: Markel American Insurance Company 28932			
Kirkland, WA 98033	INSURER D: American Casualty Company of Reading Penns 20427			
	INSURER E: Valley Forge Insurance Company			
	INSURER F:			
COVERAGES CERTIFICATE NUMBER: W20285094	REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD				

INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS INSD WVD **COMMERCIAL GENERAL LIABILITY** 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED \$ CLAIMS-MADE | X | OCCUR 1,000,000 PREMISES (Ea occurrence) \$ 15,000 MED EXP (Any one person) 6057236936 02/01/2021 02/01/2022 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ PRO-POLICY X LOC 2,000,000 PRODUCTS - COMP/OP AGG \$ \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** \$ 5,000,000 ANY AUTO BODILY INJURY (Per person) \$ × OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED В 02/01/2021 02/01/2022 6072883128 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTOS ONLY **AUTOS ONLY** \$ UMBRELLA LIAB 5.000.000 × OCCUR **EACH OCCURRENCE** \$ 02/01/2021 02/01/2022 **EXCESS LIAB** MKT-M6MM70000278 5,000,000 **CLAIMS-MADE** AGGREGATE \$ X RETENTION \$ 25,000 DED WORKERS COMPENSATION × | PER STATUTE AND EMPLOYERS' LIABILITY 1,000,000 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$ N/A 6072624932 02/01/2021 02/01/2022 1,000,000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1.000.000 E.L. DISEASE - POLICY LIMIT 6057330394 02/01/2021 02/01/2022 E.L. Each Accident \$1,000,000 Workers Compensation and Employers' Liability E.L. Disease Each Emp \$1,000,000 E.L. Disease Policy \$1,000,000 Per Statute DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
Evidence of Insurance	fl bley

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AGENCY CUSTOMER ID:	
1.00 #-	



#### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED WaveDivision Holdings, LLC 401 Parkplace Center, Ste. 103	
POLICY NUMBER		Kirkland, WA 98033	
See Page 1			
CARRIER	NAIC CODE		
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Valley Forge Insurance Company NAIC#: 20508

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT: Workers Compensation and Employers' Liability E.L. Each Accident \$1,000,000 E.L. Disease Each Emp \$1,000,000 Per Statute E.L. Disease Policy \$1,000,000

ACORD 101 (2008/01)

SR ID: 20815405 BATCH: 2010482

CERT: W20285094



#### TECHNOLOGY MEMORANDUM

TO: Board of Trustees

Holly Edds, Ed.D.

FROM: Leslie Wagonseller

Executive Director Technology and Ed. Services

BOARD MEETING DATE: February 23, 2022

BOARD AGENDA ITEM: Request for Proposal (RFP) E-RATE Network Equipment

BACKGROUND: The E-RATE Program provides discounts to qualifying school districts on

network connections – products, services and maintenance. The amount of discount is based on the numbers of students receiving free and reduced-price meals. OUSD receives a 60% discount for network equipment.

We have approximately 100 switches that are end of service and 50 access points that also need to be replaced. We requested proposals for Network Equipment including Switches, Access Points and associated equipment,

materials and licensing.

The Technology Department received two (2) proposals; one from Gigkom and one from Terawolf Technologies Inc. Terawolf had a much lower cost and

is a reliable equipment and service provider.

RECOMMENDATION: Staff recommends that the district approve the RFP with Terawolf

Technologies Inc. to purchase the Extreme Network Equipment listed in the attached proposal to update and upgrade the equipment that is out of service

throughout our district.

FUNDING: Technology Budget for a one-time cost of \$191,677.13 after the E-RATE

discount.

(Cost breakdown - cost for project without E-RATE discount - \$479,192.82)



PROPOSAL: 20220112v1.0 SPIN: 143050399

In response to RFP NO. 2025 E-RATE YEAR 25

ATTN: Leslie Wagonseller <a href="mailto:lwagonseller@orcutt-schools.net">lwagonseller@orcutt-schools.net</a> 805-938-8844

Orcutt Union School District 500 Dyer Street Orcutt, CA 93455

> Gaylord Van Brocklin gvb@terawolf.com 619-871-6975

#### **COMPANY SUMMARY**

**TeraWolf Technologies, Inc.** is staffed by information technology veterans. Our focus is honesty, efficiency, and the most competent technical resources available.

TeraWolf strives for long term relationships with customers providing an engineering focused approach over a purely sales driven mindset.

Currently no annual financial report is available. Additional information can be provided upon request.

#### E-RATE YEAR 25 (2022/2023) RFP Network Switches RFP #2025 For Eight Sites

## Bids Due on January 14, 2022 by 2:00 PM (PST) Service Provider Criteria and Contract Requirements

#### E-R ATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

#### 1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate. Even after award of contract(s) and/or E-Rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

#### 2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <a href="http://www.usac.org/sl/service-providers/step01/default.aspx">http://www.usac.org/sl/service-providers/step01/default.aspx</a>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website:

  <a href="https://fjallfoss.fcc.gov/coresWeb/publicHome.do">https://fjallfoss.fcc.gov/coresWeb/publicHome.do</a>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-Rate discounts

- a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt\_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 202w.
- f. Prices must be held firm for the duration of the associated E-Rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-Rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
- i. In the event of questions during an E-Rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC\_https://www.usac.org/sl/applicants/step06/invoice-check.aspx
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <a href="http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx">http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx</a>

#### 3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. This offer is in full compliance with USAC's Free Services Advisory\_https://www.usac.org/sl/applicants/step01/free-services-advisory.aspx. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

#### 4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-Rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2025 funding year (July 1, 2022). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

#### **EARLY FUNDING CONDITIONS**

#### Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (<u>DA 02-3365</u>, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL: <a href="http://www.usac.org/sl/applicants/step05/installation.aspx">http://www.usac.org/sl/applicants/step05/installation.aspx</a>

#### Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

• We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

#### 5) **INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

#### 6) FCC/SLD AUDITABILITY

The E-Rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the

District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I,the undersigned, as an authorized agent of_	TeraWo	olf Technologies, Inc.	_(Service Provider Name),
hereby certify that I have read the E-Rate Suppl	emental T	erms and Conditions, an	fully compliant and intend
to cooperate with the E-Rate process as outl	ined abov	/e.	
Signature:	Title:	CEO	
Phone Number:619-871-6975	Email:_	gvb@terawolf.com	
TeraWolf Technolo	ogies, Ind	<b>)</b> .	

#### NONCOLLUSION DECLARATION TO BE EXECUTED BY AND SUBMITTED WITH PROPOSAL ORCUTT UNION SCHOOL DISTRICT E-RATE YEAR 25 (2022/2023) RFP

#### Network Switches RFP #2025 For Eight Sites

Gaylord Van Brocklin I, , declare that I am the	e party making the foregoing proposal, that the
proposal is not made in the interest of, or on behalf of, any undisclo	sed person, partnership, company, association,
organization, or corporation; that the proposal is genuine and not directly or indirectly induced or solicited any other proponent to	
directly or indirectly colluded, conspired, connived, or agreed with	any proponent or anyone else to put in a sham
proposal, or that anyone shall refrain from responding; that the indirectly, sought by agreement, communication, or conference w	
element of the proposal price, or of that of any other proponent,	or to secure any advantage against the public
body awarding the Contract of anyone interested in proposed of proposal are true, and, further, that the proponent has not, directly	
price of any breakdown thereof, or the contents thereof, or divulge	ed information or data relative thereto, or paid,
and will not pay, any fee to any corporation, partnership, company any member or agent thereof to effectuate a collusive or sham bid.	<u> </u>
I declare under penalty of perjury under the laws of the State of Ca	alifornia that the foregoing is true and correct.
01.12.2022	
Date	
2 uic	
TeraWolf Technologies, Inc.	
Name of Vendor	
Gaylord Van Brocklin	
Printed name of Authorized Company Representative	

Signature of Authorized Company Representative

#### **REQUEST FOR REFERENCES**

## TO BE EXECUTED AND SUBMITTED WITH RFP ORCUTT UNION SCHOOL DISTRICT E E-RATE YEAR 25 (2022/2023) RFP

## Network Switches RFP #2025For Eight Sites

All Proposers shall submit with their proposal at least one (1) previous jobs of similar scope and size in the last five years. They must include a contact name and phone number for verification purposes. Failure to provide references may result in your bid being determined non-responsive.

1.	Escondido	Union School District		Leonard J. LeVine	
	Name of Reference	e		Contact Person	
231	0 Aldergrove	Avenue, Escondido, CA 92	2029	760-432-2400	
	Address Contract Period:		Phone		
	Scope of Work:	Fortinet, HP, Aruba, Cor	itent Ke	eeper	
2.		nified School District		lan Trejo	
	Name of Reference			Contact Person	
	1301 N A S	St, Lompoc, CA 93436	808	5-742-3260	
	Address  Contract Period:	2014-2022	Phone		
	Scope of Work:	Palo Alto Networks, Cisc	o, Inca	psula, F5, Juniper	
3.	Kern Commu	nity College District	E	ddie Alvarado	
21	Name of Reference	e .ve, Bakersfield, CA 93301	(66	Contact Person 1) 786-2042	
۱ ک	Onesier A			1) 700-2042	
	Address Contract Period:	2014-2022	Phone		
	Saana of Warks	Fortinet, Cisco			

#### PRIME POINT OF CONTACT ORCUTT UNION SCHOOL DISTRICT E-RATE YEAR 25 (2022/2023) RFP Network Switches RFP #2025

**For Eight Sites** 

TeraWolf Technologies, Inc. 1672 Main St. #110 Name of Company Address Ramona, CA 92065 Signature City State Zip Code Gaylord Van Brocklin 619-871-6975 Print Name Phone Number Fax Number gvb@terawolf.com **CEO** Title **Email Address** 

# ADDENDUMS ORCUTT UNION SCHOOL DISTRICT E-RATE YEAR 25 (2022/2023) RFP Network Switches RFP #2025

For Eight Sites

The undersigned acknowledges receipt of the following Addenda and the cost, if any, of such revisions has been included in the Lump Sum Grand Total of Bid.

Addenda N	umberN/A	Dated	N/A
Addenda N	umber	Dated	
Addenda N	umber	Dated	
Addenda N	umber	Dated	
Name of Bidder:	TeraWolf Technolog	jies, Inc.	



#### OUSD | Extreme E-rate

26-Jan-22 20220126v1.0

<u>To:</u> Orcutt Union School District Leslie A. Wagonseller Phone: (805)938-8944

 ${\it Email: LWagonseller@orcutt-schools.net}$ 

Billing Address: 500 Dyer Street Orcutt, CA 93455

Terms: Net 30

From: Gaylord Van Brocklin TeraWolf Technologies, Inc.

Phone: (619) 871-6975

Email: gvb@terawolf.com

Address:

1672 Main St. #110 Ramona, CA 92065

	Terms: Net 30				
QTY	PART NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
5420	-24p-4XE				
	-240-4XE  5420F-24P-4XE	ExtremeSwitching 5420F 24 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFP-	\$6.042.00	\$2,718.90	\$122,350.50
45	J4201 -24F-4AL	DD 4 10G unpopulated SFP+ MACSec capable internal fixed PSU fans 1	\$0,042.00	\$2,710.90	φ122,330.30
		unpopulated modular PSU slot. Includes 1 year XIQ Pilot Cloud Subscription.			
1	97000-5420F-24P-4XE	EW TAC & OS 5420F-24P-4XE	\$232.00	\$208.80	\$208.80
45	10099	Power Cord, 15A, USA, NEMA 5-15, IEC320-C15	\$29.00	\$13.05	\$587.25
- 400	10 175			\$0.00	
	-48p-4XE			\$0.00	
45	5420F-48P-4XE	ExtremeSwitching 5420F 48 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFP-	\$9,290.00	\$4,180.50	\$188,122.50
		DD 4 10G unpopulated SFP+ MACSec capable internal fixed PSU fans 1 unpopulated modular PSU slot. Includes 1 year XIQ Pilot Cloud Subscription.			
45	10099	Power Cord, 15A, USA, NEMA 5-15, IEC320-C15	\$29.00	\$13.05	\$587.25
			,	7.5.55	******
<b>5520</b> -	-24x				
6	5520-24X	ExtremeSwitching 5520 24 1Gb/10Gb SFP+ ports 2 stacking/QSFP28 1 unpopulated	\$14,554.00	\$6,549.30	\$39,295.80
		VIM slot includes 2 fan modules 2 unpopulated modular PSU slots. Includes 1 year			
		XIQ Pilot Cloud subscription.			
	XN-ACPWR-350W-FB 10099	350 Watt AC Power Supply Module - Front to Back airflow	\$858.00	\$386.10	\$4,633.20
12	10099	Power Cord, 15A, USA, NEMA 5-15, IEC320-C15	\$29.00	\$13.05	\$156.60
X440	-G2-12p				
9	16531	X440-G2 12 10/100/1000BASE-T POE+, 4 1GbE unpopulated SFP upgradable to	\$3,120.00	\$1,404.00	\$12,636.00
		10GbE SFP+, 1 Fixed AC PSU, 1 RPS port, ExtremeXOS Edge license			
	97000-16531	EW TAC & OS 16531	\$99.00	\$89.10	\$89.10
9	10061	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	\$18.00	\$8.10	\$72.90
Optic					
	<u>/3</u>    10301-SE	10GBASE-SR SFP+ EXTREME NETWORKS Compatible	\$1,330.00	\$74.48	\$13,927.76
	10301-SE	10GBASE-LR SFP+ 1310NM 10KM EXTREME COMPATIBLE	\$2,220.00	\$186.48	\$932.40
			, ,	,	
				SubTotal:	\$383,600,06
				Est Tax:	\$29,705.92
				Est Shipping:	\$0.00
		mation portaining to this transaction are considered confidential		Total Cost:	\$413.305.98

This document and all information pertaining to this transaction are considered confidential.

This confidential information is solely intended for the person and company named above.

Abbreviated	Terms	and	Conditions
Appleviated	1011113	anu	Conditions

- \* This quote is valid for 30 days
- \* Invoices are generated when product is shipped from third party vendor.

  \* Customer agrees to pay a late fee of 18% per annum for any past due balance.

  \* Price reflects a check/cash discount.

This quote	if accented :	and signed I	ov an auth	orized off	icer of the	Company h	ecomes a	Purchase (	Order

	3 ,	, ,	
Signature:			PO#
Printed Name:			



#### OUSD | Ruckus E-rate 2022

26-Jan-22 20220126v1.0

To:

Orcutt Union School District Leslie A. Wagonseller

Phone: (805)938-8944

Email: LWagonseller@orcutt-schools.net

Billing Address: 500 Dyer Street Orcutt, CA 93455

Terms: Net 30

From:

Gaylord Van Brocklin TeraWolf Technologies, Inc.

Phone: (619) 871-6975

Email: gvb@terawolf.com

Address:

1672 Main St. #110 Ramona, CA 92065

	Terms: Net 30				
QTY	PART NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
Ruci	 kus R650				
50	901-R650-US00	Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty	\$1,185.00	\$533.25	\$26,662.50
Ruci	kus T350				
1	901-T350-US20	Ruckus T350c, omni, outdoor access point, 802.11ax 2x2:2 internal BeamFlex+, dual band concurrent. One Ethernet port, PoE input20°C to 65°C Operating Temperature. Includes mounting bracket. Does not include PoE injector.	\$1,295.00	\$686.35	\$686.35
Ruci	। kus Virtual SmartZone	<u>'</u>			
4	L09-VSCG-WW00	Virtual SmartZone 3.0 or newer software virtual appliance, 1 Instance, includes 1 AP license.	\$995.00	\$597.00	\$2,388.00
197	L09-0001-SG00	Need to purchase RTU support license to continue using vSZ beyond 90 days AP management license for SZ-100/vSZ 3.X/SCG200/SZ300, 1 Ruckus AP access	\$100.00	\$60.00	\$11,820.00
		point. Order this when you intend to run software version from 3.2 onwards.			
Ruci	kus Support 1 year				
4	S41-VSCG-1LER	E-Rate K-12 Education WatchDog Support for vSCG - vSZ-RTU, 1 Yr	\$157.50	\$141.75	\$567.00
197	S41-0001-1LER	E-Rate K-12 WatchDog Support for SZ/vSZ AP management license, 1 Yr	\$15.75	\$14.18	\$2,792.48
Ruci	l kus Analytics 1 year	_			
197	CLD-ANAP-1001	Ruckus Analytics 1 year subscription for 1 Cloud or SZ managed AP or ICX switch	\$50.00	\$40.00	\$7,880.00
				SubTotal:	\$52.796.33
			-	Est Tax:	\$2,119.54
				Shipping: Total Cost:	\$0.00 \$54.915.86

This document and all information pertaining to this transaction are considered confidential. This confidential information is solely intended for the person and company named above.

This confidential information is solely interfided for the person and company named above

Abbreviated '	Terms	and	Conditions
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\* This quote is valid for 30 days

Printed Name:

- \* Invoices are generated when product is shipped from third party vendor.
- \* Customer agrees to pay a late fee of 18% per annum for any past due balance.
- \* Price reflects a check/cash discount.

This quote, if accepted and signed by an authorized officer of the Company becomes a Purchase Order.

Signature:	PO#

## PRICING SUBMISSION INSTRUCTIONS

Please submit Quotations as a summary, and include the following Appendix A:

# **Appendix A: Pricing Form**

# **Project Summary**

ORCUTT UNION SCHOOL DISTRICT NETWORK UPGRADE EXTREME EQUIPMENT OR EQUIVALENT, NO INSTALLATION REQUIRED.

Description	Part #	QTY	Price Per Item	E-Rate Eligible Price	E-Rate Ineligible Price	Total Price
ExtremeSwitching 5420F 24 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFPDD 4 10G unpopulated SFP+ MACSec capable internal fixed PSU fans 1 unpopulated modular PSU slot. Includes 1 year XIQ Pilot Cloud Subscription.	5420F-24P-4 XE	45	\$2,718.90	\$2,718.90	0	\$122,350.50
EW TAC & OS 5420F-24P-4XE	97000-5420 F-24P-4XE	1	\$208.80	\$208.80	0	\$208.80
Power Cord, 15A, USA, NEMA 5-15, IEC320-C15	10099	45	\$13.05	\$13.05	0	\$587.25
ExtremeSwitching 5420F 48 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFPDD 4 10G unpopulated SFP+ MACSec capable internal fixed PSU fans 1 unpopulated modular PSU slot. Includes 1 year XIQ Pilot Cloud Subscription.	5420F-48P-4 XE	45	\$4,180.50	\$4,180.50	0	\$188,122.50
EW TAC & OS 5420F-48P-4XE	97000-5420 F-48P-4XE	0	0	0	0	0
Power Cord, 15A, USA, NEMA 5-15, IEC320-C15	10099	45	\$13.05	\$13.05	0	\$587.25
ExtremeSwitching 5520 24 1Gb/10Gb SFP+ ports 2 stacking/QSFP28 1 unpopulated VIM slot includes 2 fan modules 2 unpopulated modular PSU slots. Includes 1 year XIQ Pilot Cloud subscription.	5520-24X	6	\$6,549.30	\$6,549.30	0	\$39,295.80
EW TAC OS 5520-24X	97000-5520- 24X	0	0	0	0	0

350 Watt AC Power Supply Module - Front to Back airflow	XN-ACPWR- 350W-FB	12	\$386.10	\$386.10	0	\$4,633.20	
Power Cord, 15A, USA, NEMA 5-15, IEC320-C15	10099	12	\$13.05	\$13.05	0	\$156.60	
X440-G2 12 10/100/1000BASE-T POE+, 4 1GbE unpopulated SFP upgradable to 10GbE SFP+, 1 Fixed AC PSU, 1 RPS port, ExtremeXOS Edge license	16531	9	\$1,404.00	\$1,404.00	0	\$12,636.00	
EW TAC & OS 16531	97000-1653 1	1	\$89.10	\$89.10	0	\$89.10	
Power Cord,10A,NEMA 5-15P,IEC320-C13	10061	9	\$8.10	\$8.10	0	\$72.90	
10GBASE-SR SFP+ EXTREME NETWORKS Compatible	10301-SE	187	\$74.48	\$74.48	0	\$13,927.76	
10GBASE-LR SFP+ 1310NM 10KM EXTREME COMPATIBLE	10302-SE	5	\$186.48	\$186.48	0	\$932.40	
Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support.	901-R650-U S00	50	\$533.25	\$533.25	0	\$26,662.50	
Ruckus T350c, omni, outdoor access point, 802.11ax 2x2:2 internal BeamFlex+, dual band concurrent. One Ethernet port, PoE input20°C to 65°C Operating Temperature. Includes mounting bracket	901-T350-U S20	1	\$686.35	\$686.35	0	\$686.35	
Virtual SmartZone 3.0 or newer software virtual appliance, 1 Instance, includes 1 AP license.	L09-VSCG- WW00	4	\$597.00	\$597.00	0	\$2,388.00	
1 Ruckus AP access point.	L09-0001-S G00	197	\$60.00	\$60.00	0	\$11,820.00	
E-Rate K-12 Education WatchDog Support for vSCG - vSZ-RTU, 1 Yr	S41-VSCG-1 LER	4	\$141.75	\$141.75	0	\$567.00	
E-Rate K-12 WatchDog Support for SZ/vSZ AP management license, 1 Yr	S41-0001-1L ER	197	\$14.18	\$14.18	0	\$2,792.48	
Ruckus Analytics 1 year subscription for 1 Cloud or SZ managed AP or ICX switch	CLD-ANAP- 1001	197	\$40.00	\$40.00	0	\$7,880.00	
		7	Гах 7.750%			\$31,825.46	
Freight/Shipping						TBD	
Grand Total \$468,221.84							



## OUSD | Extreme E-rate

26-Jan-22 20220126v1.0

<u>To:</u>
Orcutt Union School District
Leslie A. Wagonseller Phone: (805)938-8944

Email: LWagonseller@orcutt-schools.net

Billing Address: 500 Dyer Street Orcutt, CA 93455

Terms: Net 30

From: Gaylord Van Brocklin TeraWolf Technologies, Inc.

Phone: (619) 871-6975

Email: gvb@terawolf.com

Address:

1672 Main St. #110 Ramona, CA 92065

	Terms: Net 30				
QTY	PART NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
5420	-24p-4XE				
	-240-4XE  5420F-24P-4XE	ExtremeSwitching 5420F 24 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFP-	\$6.042.00	\$2,718,90	\$122,350.50
45	J4201 -24F-4AL	DD 4 10G unpopulated SFP+ MACSec capable internal fixed PSU fans 1	\$0,042.00	\$2,710.90	φ122,330.30
		unpopulated modular PSU slot. Includes 1 year XIQ Pilot Cloud Subscription.			
1	97000-5420F-24P-4XE	EW TAC & OS 5420F-24P-4XE	\$232.00	\$208.80	\$208.80
45	10099	Power Cord, 15A, USA, NEMA 5-15, IEC320-C15	\$29.00	\$13.05	\$587.25
- 400	10 175			\$0.00	
	-48p-4XE			\$0.00	
45	5420F-48P-4XE	ExtremeSwitching 5420F 48 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFP-	\$9,290.00	\$4,180.50	\$188,122.50
		DD 4 10G unpopulated SFP+ MACSec capable internal fixed PSU fans 1 unpopulated modular PSU slot. Includes 1 year XIQ Pilot Cloud Subscription.			
45	10099	Power Cord, 15A, USA, NEMA 5-15, IEC320-C15	\$29.00	\$13.05	\$587.25
			,	7.5.55	******
<b>5520</b> -	-24x				
6	5520-24X	ExtremeSwitching 5520 24 1Gb/10Gb SFP+ ports 2 stacking/QSFP28 1 unpopulated	\$14,554.00	\$6,549.30	\$39,295.80
		VIM slot includes 2 fan modules 2 unpopulated modular PSU slots. Includes 1 year			
		XIQ Pilot Cloud subscription.			
	XN-ACPWR-350W-FB 10099	350 Watt AC Power Supply Module - Front to Back airflow	\$858.00	\$386.10	\$4,633.20
12	10099	Power Cord, 15A, USA, NEMA 5-15, IEC320-C15	\$29.00	\$13.05	\$156.60
X440	-G2-12p				
9	16531	X440-G2 12 10/100/1000BASE-T POE+, 4 1GbE unpopulated SFP upgradable to	\$3,120.00	\$1,404.00	\$12,636.00
		10GbE SFP+, 1 Fixed AC PSU, 1 RPS port, ExtremeXOS Edge license			
	97000-16531	EW TAC & OS 16531	\$99.00	\$89.10	\$89.10
9	10061	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	\$18.00	\$8.10	\$72.90
Optic					
	<u>/3</u>    10301-SE	10GBASE-SR SFP+ EXTREME NETWORKS Compatible	\$1,330.00	\$74.48	\$13,927.76
	10301-SE	10GBASE-LR SFP+ 1310NM 10KM EXTREME COMPATIBLE	\$2,220.00	\$186.48	\$932.40
			, ,	,	
				SubTotal:	\$383,600,06
				Est Tax:	\$29,705.92
				Est Shipping:	\$0.00
		mation portaining to this transaction are considered confidential		Total Cost:	\$413.305.98

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  \* Customer agrees to pay a late fee of 18% per annum for any past due balance.
- \* Price reflects a check/cash discount.

This quote	if accented	and signed	hy an a	authorized	officer of the	Company	heromes a	Purchase	Order

Signature:	PO#
Printed Name:	



## OUSD | Ruckus E-rate 2022

26-Jan-22 20220126v1.0

Orcutt Union School District Leslie A. Wagonseller

Phone: (805)938-8944

Email: LWagonseller@orcutt-schools.net

Billing Address: 500 Dyer Street Orcutt, CA 93455

From:

Gaylord Van Brocklin TeraWolf Technologies, Inc.

Phone: (619) 871-6975

Email: gvb@terawolf.com

Address:

1672 Main St. #110 Ramona, CA 92065

	Terms: Net 30						
QTY	PART NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE		
Ruck	 kus R650						
50	901-R650-US00	Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty	\$1,185.00	\$533.25	\$26,662.50		
Ruck	kus T350						
1	901-T350-US20	Ruckus T350c, omni, outdoor access point, 802.11ax 2x2:2 internal BeamFlex+, dual band concurrent. One Ethernet port, PoE input20°C to 65°C Operating Temperature. Includes mounting bracket. Does not include PoE injector.	\$1,295.00	\$686.35	\$686.35		
Ruck	kus Virtual SmartZone	<u> </u>					
4	L09-VSCG-WW00	Virtual SmartZone 3.0 or newer software virtual appliance, 1 Instance, includes 1 AP license.	\$995.00	\$597.00	\$2,388.00		
197	L09-0001-SG00	Need to purchase RTU support license to continue using vSZ beyond 90 days AP management license for SZ-100/vSZ 3.X/SCG200/SZ300, 1 Ruckus AP access	\$100.00	\$60.00	\$11,820.00		
		point. Order this when you intend to run software version from 3.2 onwards.					
Ruck	kus Support 1 year						
4	S41-VSCG-1LER	E-Rate K-12 Education WatchDog Support for vSCG - vSZ-RTU, 1 Yr	\$157.50	\$141.75	\$567.00		
197	S41-0001-1LER	E-Rate K-12 WatchDog Support for SZ/vSZ AP management license, 1 Yr	\$15.75	\$14.18	\$2,792.48		
Ruck	kus Analytics 1 year						
197	CLD-ANAP-1001	Ruckus Analytics 1 year subscription for 1 Cloud or SZ managed AP or ICX switch	\$50.00	\$40.00	\$7,880.00		
				SubTotal:	\$52.796.33		
				Est Tax:	\$2,119.54		
				t Shipping: Total Cost:	\$0.00 \$54.915.86		
	This document and all info	rmation pertaining to this transaction are considered confidential		i otai Gust.	#J4.31J.00		

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Abbreviated '	Terms	and	Conditions
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\* This quote is valid for 30 days

Printed Name: \_

- \* Invoices are generated when product is shipped from third party vendor.
- \* Customer agrees to pay a late fee of 18% per annum for any past due balance.
- \* Price reflects a check/cash discount.

This quote	, if accepted and	d signed by an	authorized offi	cer of the Comp	pany becomes a	Purchase Order.

Signature:	PO#



## TECHNOLOGY MEMORANDUM

TO: Board of Trustees

Holly Edds, Ed.D.

FROM: Leslie Wagonseller

Executive Director Technology and Ed. Services

BOARD MEETING DATE: February 23, 2022

BOARD AGENDA ITEM: Request for Proposal (RFP) Junior High School Integrated Camera and

Sensor Systems

BACKGROUND: Orcutt Junior High School and Lakeview Junior High School are in need of

integrated camera and sensor systems.

We advertised an RFP for cameras and security system – there were two responses CDW-G and TechTime.

The recommended solution (from CDW-G) is the use of Verkada's state-of-the-art cloud system. Verkada's video surveillance and vape system simplifies all aspects of implementing and successfully managing a physical security solution. All cameras include excellent image sensors to provide clear and crisp images. Onboard IR sensors also allow these cameras to provide great black and white images in low-light scenarios. These devices include the following:

#### Lakeview JHS:

- 1. (3) Verkada CD41-120E-HW Camera with 10-Year licensing
- 2. (9) Verkada CF81-30E-HW Camera with 10-Year licensing
- 3. (8) Verkada SV11-HW SV11 Environmental Sensor with 10-Year licensing

#### **Orcutt JHS:**

- 4. (2) Verkada CD41-120E-HW Camera with 10-Year licensing
- 5. (11) Verkada CF81-30E-HW Camera with 10-Year licensing
- 6. (8) Verkada SV11-HW SV11 Environmental Sensor with 10-Year licensing

Once installed, these devices are all managed through the cloud by accessing Verkada's Command VMS software. CDW will ensure OUSD is trained on these and other features that will immediately demonstrate the value of their

investment with this system. Installation will be conducted with coordination of the MOT and Technology departments.

RECOMMENDATION: Staff recommends that the district approve the purchase of the camera and

sensor system for both schools from CDW-G.

FUNDING: In Person Instruction Grant:

Equipment costs: \$88,040.64 Installation costs: \$85,092.00

Total cost of the project: \$176,132.64



# **Orcutt Union School District**

Integrated Camera and Vape System | Bid #20221 1/14/2022 Original



CDW Government LLC 230 N. Milwaukee Ave. Vernon Hills, IL 60061

#### 1/14/2022

Orcutt Union School District 500 DYER ST Orcutt, CA, 93455-5300



RE: CDWG Response to OUSD's Integrated Camera and Vape System

Dear Leslie Wagonseller,

CDW•G understands the objective of the RFP is for Company to identify a reliable and experienced supplier partner capable of managing your Integrated Camera and Vape System. Our response demonstrates CDW•G's ability to contribute to the overall success of this initiative. Specific advantages of partnering with us include:

- Benefit 1. CDW•G's Partnership status with Verkada facilitates timely road mapping and other requests for information.
- Benefit 2. Extensive customized configuration services ensures products arrive at your locations ready to plug and play, maximizing your staff's productivity.
- Benefit 3. Highly trained and experienced account team, including a dedicated account manager is responsible for coordinating all of your needs and ensuring customer satisfaction.
- Benefit 4. Valuable presales consulting expertise assists with developing solutions that provide robust functionality, efficiencies, and cost savings.

As always, we consistently strive to exceed your expectations. Should you have any questions regarding our response, please contact your account manager, Jeff Bauman, at (312) 705-8912, or via email at jbauman@cdw.com. We thank you for the opportunity to participate in this RFP process and are confident you will find our response advantageous from both a strategic and budgetary standpoint.

Sincerely,

Justin Schwier

Proposals Supervisor CDW Government LLC

\*CDW Government ("CDW•G") submits this bid response subject only to the terms and conditions contained in the current Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT) Contract agreement. Any terms and conditions in the bid or elsewhere that are additional to or different from the terms and conditions of that agreement shall not apply to any transaction(s) that results from CDW•G's submission of its bid response.



One CDW Way 230 N. Milwaukee Avenue Vernon Hills, IL 60061

Phone: 847.465.6000 Fax: 847.419.6200 Toll-free: 800.808.4239

CDWG.com/PeopleWhoGetIT

#### BRIEF SUMMARIZATION

Per the information provided in Orcutt Union School District's (OUSD) RFP for an Integrated Camera and Vape System, CDW-G has solutioned the use of Verkada's state-of-the-art cloud system. Verkada's video surveillance and vape system simplifies all aspects of implementing and successfully managing a physical security solution. Starting with easy-to-install edge devices that require no additional hardware other than network access. All cameras include excellent image sensors to provide clear and crisp images. Onboard IR sensors also allow these cameras to provide great black and white images in low-light scenarios. These devices include the following:

#### Lakeview JHS:

- 1. (3) Verkada CD41-120E-HW Camera with 5-Year licensing
- 2. (9) Verkada CF81-30E-HW Camera with 5-Year licensing
- 3. (8) Verkada SV11-HW SV11 Environmental Sensor with 5-Year licensing

#### **Orcutt JHS:**

- 4. (2) Verkada CD41-120E-HW Camera with 5-Year licensing
- 5. (11) Verkada CF81-30E-HW Camera with 5-Year licensing
- 6. (8) Verkada SV11-HW SV11 Environmental Sensor with 5-Year licensing

Once installed, these devices are all managed through the cloud by accessing Verkada's Command VMS software. Users can view video and alerts locally, or through the cloud, through any web browser and/or a mobile phone. OUSD can easily locate video, then people using analytics, to locate assess the situation at hand. Though the use of the vape sensors and alerts, OUSD can appropriately respond when someone is smoking in a restroom. When video needs to be shared, OUSD can give immediate access to certain users or export video to share. CDW-G will ensure that OUSD is trained on these and other features that will immediately demonstrate the value of their investment with this system.

# **CDW Government Overview**

CDW•G understands that the objective of this RFx is for Orcutt Union School District to identify the most reliable and experienced provider for your Integrated Camera and Vape System. Whatever the driving force behind your technology needs, we can support you where you are and help you achieve your goals present and future—with the right solutions, precisely implemented, which can evolve with your organization.

We get how technology has evolved as a business driver to solve your most critical organizations challenges, understand your business, optimize technology and build unique IT solutions, and prepare for future evolution. We have been helping organizations of every type and size optimize efficiency, productivity, and performance for over thirty years. CDW • G stands behind you to maximize your IT investment, connect you with top industry vendors, solve your business problems, and meet your unique IT needs.

# How We Can Help Orcutt Union School District Achieve Your Goals

As Orcutt Union School District evaluates its options for this RFP, CDW⋅G would like to call out several benefits of partnering with us:



Technical Resources: Access to hundreds of CDW Solution Architects in multiple disciplines.



Redundancy and Speed: Store products in one of our two US CDW-owned, ISO 9001:2015-certified distribution facilities. CDW can assist with equipment schedules and logistics.



1,000+ leading and emerging brands. We continually update these partners and products, allowing you access to industry-leading solutions.

Scalability: A team of CDW IT professionals will be dedicated to Orcutt Union School District. Those resources will continue to grow as business grows. CDW is committed to making sure you receive the highest level of service and have the right team engaged.

# **Orcutt Union School District** and CDW•G

**Economies of Scale:** Customer Namegains the advantage of CDW's size in the marketplace. As a top partner (often the No. 1 partner worldwide) to such manufacturers as Cisco, Dell EMC, HPE, and Lenovo, CDW can provide you with insight into new



growth and a balanced customer base allow us to weather economic and technology cycles.



Tracking and Visibility: Online procurement capabilities streamline and standardize purchasing, support flexible reporting, and improve decision making.

technology.

Many respected vendors have well-established procurement/delivery and installation procedures but no plan or personnel in place to ensure their company remains compliant with the contract once signed.

Orcutt Union School District will benefit from partnering with a vendor who not only offers a diverse breadth of technology solutions but also has proven dexterity in the intricacies of state and local government contracts. In addition to our customer-centric account management teams, we have a program management (PM) department singularly devoted to managing contracts. CDW∙G's experienced PM team manages nearly 1,000 active state, local, and education contracts. When Orcutt Union School District signs a contract with CDW • G, you also save time you might otherwise spend tracking data on the contract, advertising your contract to potential end users, and ensuring proper pricing and discounts are applied to every purchase.

Along with unwavering customer focus, we are committed to technology solutions delivering the best possible service and support with one-stop shopping for customized solutions. No matter where you are on your technology journey, Orcutt Union School District gets more from your IT investment through CDW • G's Technology Services, from roadmaps and adoption to project deployment and lifecycle management. Some benefits Orcutt Union School District will realize when partnering with CDW • G are:

- Accessibility, reliability, and consistency for a smoother experience
- Greater efficiencies through automated operations, agility, and scalability
- Increased infrastructure security with preventative and proactive protection and remediation
- Robust solution development for your unique challenges by experienced and knowledgeable engineers.
- Integrated technology solutions designed, implemented, and managed by highly specialized solution architects who can help you capitalize on new opportunities
- Management of your technology environment today and into the future with lifecycle technical and customer support, from presales consultations to post-implementation issue resolution
- Savings of time money by supplementing your IT staff quickly with award-winning staff augmentation
- A strong partnership with individuals Orcutt Union School District knows and trusts due to high retention of quality coworkers motivated to maximize performance and productivity.

CDW Amplified™ Services



Security



Infrastructure



Workspace



Data

Support



Development

#### **REFERENCES**

#### **Security Cameras:**

Head-Royce School

4315 Lincoln Ave

Oakland, CA 94602

(510) 531-1300

Dave Levin, IT Director

Verkada Hardware/Software and EKC Install

Oro Grande School District

19900 National Trails Highway

Oro Grande, CA 92368

(760) 245 - 9260

Andrew Mercado, IT Director

Bosch Hardware and EKC Install

**Gateway Unified School District** 

4411 Mountain Lakes Blvd.

Redding, CA 96003

(530) 245-7900

Scott Sorrells, IT Director

Verkada Hardware/Software

#### Vape Sensors:

Poway Unified School District

13626 Twin Peaks Rd

Poway, CA 92064

(858) 748-0010

Ken Wall, IT Director

Verkada Vape Sensors

# SYSTEM & VENDOR REQUIREMENTS

# Vape Sensor

SYSTEM REQUIREMENTS	YES/NO	NOTES / RESPONSES
Vape sensor does not require any local server, appliance, or desktop to operate.	YES	
Vape software does not have any dependencies on additional software other than a functional browser and web connection.	YES	
Single pane of glass, natively integrated software management w/ video management system.	YES	
Minimum retention of one year for vape alert logs.	YES	
Ability to create vape alerts (SMS or Email) based on system events.	YES	
Vape system allows for an unlimited number of users, groups, and sites.	YES	

# **Security Cameras**

SYSTEM REQUIREMENTS	YES/NO	NOTES / RESPONSES
Security Cameras do not require any local server, appliance, or desktop to operate.	YES	
Security Camera software does not have any dependencies on additional software other than a functional browser and web connection.	YES	
Camera hardware does not have limitations around number of ports.	YES	
Camera system is managed through a secure web portal. Does not require any local area connection but has the capability in case of emergency.	YES	

Camera system allows for an unlimited number of Administrative Users. No additional software licenses.	YES	
On-board retention between 30 and 365 days.	YES	
24/7 recording at a minimum of 24 fps and 5 MP per camera.	YES	
Ability to access footage anywhere in the world.	YES	
Ability to create alerts (SMS or Email) based on system events.	YES	
Ability to create person of interest alerts to notify public safety when repeating offenders are on site.	YES	
Ability to do vehicle and person analytics.	YES	

# ATTACHMENT A- EQUIPMENT TOTALS AND BUILDING MAPS

Device	Orcutt Junior High School	Lakeview Junior High School	Total
Vape Sensors	8	8	16
Cameras (Total cameras may include a variety of cameras including dome cameras and fisheye cameras at a minimum).	13	12	25
Camera Licenses	13	12	25
Sensor Licenses	8	8	16
Other equipment required	21 (Camera/Sensor Mounts)	20 (Camera/Sensor Mounts)	41 (Camera/Sensor Mounts

Authorized Vendor Signature Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are

true and correct. This time

Date Signature/Title 1/13/2022

Name of Company CDW Government LLC

Address City and State 230 N. Milwaukee Ave Vernon Hills, IL 60061

Area Code Telephone (866) 339-3529

Number Fax Number (312) 705-8212

Federal Tax Id Number 36-4230110

# **QUOTE CONFIRMATION**



## DEAR LESLIE WAGONSELLER,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNRS619	1/12/2022	VERKADA 5YR	2033079	\$80,575.95

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Verkada CD41-E - network surveillance camera - dome - with 120 days of stor  Mfg. Part#: CD41-120E-HW  Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	5	5848633	\$1,539.30	\$7,696.50
Verkada CF81-E 12MP Fisheye Security Camera - 30 Days Storage  Mfg. Part#: CF81-30E-HW  Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	20	6493702	\$1,399.30	\$27,986.00
Verkada SV11 - multipurpose sensor  Mfg. Part#: SV11-HW  Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	16	6250116	\$699.30	\$11,188.80
Verkada Command Cloud Service - subscription license (5 years) - 1 camera  Mfg. Part#: LIC-5Y Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	25	5586385	\$559.30	\$13,982.50
Verkada SV11 - Sensor License (5 years) - 1 license  Mfg. Part#: LIC-SV-5Y  Electronic distribution - NO MEDIA  Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	16	6250107	\$669.30	\$10,708.80
Verkada ACC-MNT-2 - camera mounting bracket  Mfg. Part#: ACC-MNT-2  UNSPSC: 45121518  Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	25	5610590	\$62.30	\$1,557.50
Verkada ACC-MNT-8 - camera pendant cap  Mfg. Part#: ACC-MNT-8  Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	25	5848629	\$48.30	\$1,207.50
Verkada ACC-MNT-10 - camera mounting bracket  Mfg. Part#: ACC-MNT-10  Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	16	6368900	\$139.30	\$2,228.80

PURCHASER BILLING INFO SUBTOTAL \$76,556
--

**Billing Address:**ORCUTT UNION SCHOOL DISTRICT SHIPPING \$0.00 **SALES TAX** \$4,019.55 ACCOUNTING OFFICE 500 DYER ST BLDG C **GRAND TOTAL** \$80,575.95 ORCUTT, CA 93455-5300 Phone: (805) 937-6345 Payment Terms: NET 30 Days-Govt/Ed **DELIVER TO** Please remit payments to: **Shipping Address:** CDW Government ORCUTT UNION SCHOOL DISTRICT 75 Remittance Drive LESLIE WAGONSELLER Suite 1515 500 DYER ST BLDG C Chicago, IL 60675-1515 ORCUTT, CA 93455-5300 Phone: (805) 937-6345 Shipping Method: DROP SHIP-GROUND

Need A	ssistance? CI	DW•G LLC SALES CONTACT	INFORMATION	
Jeff Bauman	I	(866) 339-3529	I	jbauman@cdw.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$76,556.40	\$2,052.48/Month	\$76,556.40	\$2,370.95/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

#### Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

#### General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <a href="http://www.cdwg.com/content/terms-conditions/product-sales.aspx">http://www.cdwg.com/content/terms-conditions/product-sales.aspx</a>
For more information, contact a CDW account manager

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# **QUOTE CONFIRMATION**



## DEAR LESLIE WAGONSELLER,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNRS736	1/12/2022	VERKADA 10YR	2033079	\$88,040.64

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Verkada CD41-E - network surveillance camera - dome - with 120 days of stor	5	5848633	\$1,275.42	\$6,377.10
Mfg. Part#: CD41-120E-HW				
Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)				
Verkada CF81-E 12MP Fisheye Security Camera - 30 Days Storage	20	6493702	\$1,159.42	\$23,188.40
Mfg. Part#: CF81-30E-HW				
Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)				
Verkada SV11 - multipurpose sensor	16	6250116	\$579.42	\$9,270.72
Mfg. Part#: SV11-HW				
Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)				
<u>Verkada Command - subscription license (10 years) - 1</u> <u>camera</u>	25	5651777	\$927.42	\$23,185.50
Mfg. Part#: LIC-10Y				
Electronic distribution - NO MEDIA				
Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)				
Verkada SV11 - Sensor License (10 years) - 1 license	16	6261564	\$1,159.42	\$18,550.72
Mfg. Part#: LIC-SV-10Y				
Electronic distribution - NO MEDIA				
Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)				
Verkada ACC-MNT-2 - camera mounting bracket	25	5610590	\$51.62	\$1,290.50
Mfg. Part#: ACC-MNT-2				
UNSPSC: 45121518				
Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)				
Verkada ACC-MNT-8 - camera pendant cap	25	5848629	\$40.02	\$1,000.50
Mfg. Part#: ACC-MNT-8				
Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)				
Verkada ACC-MNT-10 - camera mounting bracket	16	6368900	\$115.42	\$1,846.72
Mfg. Part#: ACC-MNT-10				
Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)				

**Billing Address:**ORCUTT UNION SCHOOL DISTRICT SHIPPING \$0.00 **SALES TAX** \$3,330.48 ACCOUNTING OFFICE 500 DYER ST BLDG C **GRAND TOTAL** \$88,040.64 ORCUTT, CA 93455-5300 Phone: (805) 937-6345 Payment Terms: NET 30 Days-Govt/Ed **DELIVER TO** Please remit payments to: **Shipping Address:** CDW Government ORCUTT UNION SCHOOL DISTRICT 75 Remittance Drive LESLIE WAGONSELLER Suite 1515 500 DYER ST BLDG C Chicago, IL 60675-1515 ORCUTT, CA 93455-5300 Phone: (805) 937-6345 Shipping Method: DROP SHIP-GROUND

Need A	Assistance? CI	DW•G LLC SALES CONTACT	INFORMATION	
Jeff Bauman	I	(866) 339-3529	I	jbauman@cdw.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$84,710.16	\$2,271.08/Month	\$84,710.16	\$2,623.47/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

#### Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

#### General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <a href="http://www.cdwg.com/content/terms-conditions/product-sales.aspx">http://www.cdwg.com/content/terms-conditions/product-sales.aspx</a>
For more information, contact a CDW account manager

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## STATEMENT OF WORK

<b>Project Name:</b>	Integrated Camera and Vape System	Seller Representative:
<b>Customer Name:</b>	ORCUTT UNION SCHOOL DISTRICT	Jeff Bauman
CDW Affiliate:	CDW Government LLC	+1 (312) 705-8912
CDW Allinate:	CDW Government LLC	jbauman@cdw.com
<b>Subcontractor:</b>	EKC Enterprises, Inc.	Solution Architect:
Date:	January 13, 2022	
<b>Drafted By</b>	Velika Harris	

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider," and "Seller,") and ORCUTT UNION SCHOOL DISTRICT ("Customer," and "Client,").

This SOW shall be governed by Seller's "SOW Services," accessed via the "Terms & Conditions" link at http://www.cdwg.com (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

## PROJECT DESCRIPTION

#### PROJECT SCOPE

Provider to install category 6 data cabling, IP Cameras, and Vape Sensors as specified in Bid #20221 Integrated Camera and Vape System for Customer.

Subject to the other provisions of this SOW, Provider will perform the following services:

#### LAKEVIEW JHS:

- (12) Category 6 data drops as specified. (1) each to a total of (12) IP Camera locations. (P)
- (8) Category 6 data drops as specified. (1) each to a total of (8) Vape Sensor locations. (P)
- (3) Verkada CD41-120E-HW or equal.
- (9) Verkada CF81-30E-HW or equal.
- (12) Verkada ACC-MNT-2 Arm Mount or equal.
- (12) Verkada ACC-MNT-8 Pendant Cap or equal.
- (5) Verkada ACC-MNT-10 Corner Mount or equal.
- (12) Verkada LIC-5Y 5-Year Camera License or equal.
- (8) Verkada SV11-HW SV11 Environmental Sensor or equal.
- (8) Verkada LIC-SV-5Y 5-Year Sensor License or equal.

#### ORCUTT JHS:

- (13) Category 6 data drops as specified. (1) each to a total of (13) IP Camera locations. (P)
- (8) Category 6 data drops as specified. (1) each to a total of (8) Vape Sensor locations. (P)
- (2) Verkada CD41-120E-HW or equal.
- (11) Verkada CF81-30E-HW or equal.
- (13) Verkada ACC-MNT-2 Arm Mount or equal.
- (13) Verkada ACC-MNT-8 Pendant Cap or equal.
- (11) Verkada ACC-MNT-10 Corner Mount or equal.
- (13) Verkada LIC-5Y 5-Year Camera License or equal.
- (8) Verkada SV11-HW SV11 Environmental Sensor or equal.
- (8) Verkada LIC-SV-5Y 5-Year Sensor License or equal.

#### PROVIDER RESPONSIBILITIES

Provider is responsible for the following:

- 1. Installation of the above scope of work.
- 2. Cable Certification Report.

#### **CUSTOMER RESPONSIBILITIES**

Customer is responsible for the following:

- 1. Provider will require access to all rooms, MDF/IDF locations prior to project start.
- 2. Provider will require Verkada contractor logins prior to project start.
- 3. Provider will require specific MDF/IDF network switch port locations for camera and vape sensors.
- 4. Provider will require site access for 8-hour work shift.

#### **PROJECT ASSUMPTIONS**

- 1. Available PoE network ports at each MDF/IDF switch to support specified camera and vape sensor equipment.
- 2. Installation will proceed consecutively from the start of the job to the completion of the job without work stoppages.
- 3. All work shall take place as indicated in the project schedule. Provider normal working hours are Monday through Friday, from 7:00 am 4:00 pm
- 4. Manpower scheduling shall be made at least ten (10) business days in advance.
- 5. This project will be completed in approximately 3-4 weeks.

#### **OUT OF SCOPE**

Tasks outside this SOW include, but are not limited to:

- 1. Providing any Verkada materials.
- 2. Providing any networking programming/configurations.
- 3. Providing any asset tagging/inventory.
- 4. Paint/Patching of any kind.
- 5. Electrical of any kind.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

#### GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

## **CONTACT PERSONS**

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

### CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("Change Order"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

#### PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("Anticipated Schedule") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

#### **SERVICES FEES**

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$85,092.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table - Services Fees

Milestone	Percentage	Fee
Lakeside HS - Project Kickoff	12.5%	\$10,525.00
Lakeside HS -50% Completion of Work	12.5%	\$10,525.00
Lakeside HS-75% Completion of Work	12.5%	\$10,525.00
Lakeside HS - Completion of Work	12.5%	\$10,525.00
Orcutt JHS - Project Kickoff	12.5%	\$10,748.00
Orcutt JHS- 50% Completion of Work	12.5%	\$10,748.00
Orcutt JHS - 75% Completion of Work	12.5%	\$10,748.00
Orcutt JHS - Completion of Work	12.5%	\$10,748.00
Totals	100%	\$85,092.00

#### **EXPENSES**

Neither travel time nor direct expenses will be billed for this project.

#### TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

#### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("Customer-Designated Locations").

## **SIGNATURES**

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC		ORCUTT UNION SCHOOL DISTRICT	ORCUTT UNION SCHOOL DISTRICT	
Ву:		By:		
Name:	Services Contracts Manager	Name:		
Title:	Services Contract Manager	Title:		
Date:		Date:		
Mailing	Address:	Mailing Address:		

500 DYER ST BLDG C, ACCOUNTING OFFICE

ORCUTT, CA 93455-5300

# Ехнівіт А

# CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Locations").

Location(s)	Address
Orcutt Union School District	500 Dyer Street, Orcutt, CA 93455



# **BUSINESS SERVICES MEMORANDUM**

TO: Board of Trustees

Holly Edds, Ed.D.

FROM: Sandra Knight

Director, Fiscal Services

BOARD MEETING DATE: February 23, 2022

BOARD AGENDA ITEM: Approval of Grants from The Santa Barbara County Air Pollution Control District and

**Central Coast Community Energy** 

BACKGROUND: With the direct efforts of Tim Romine, Lead Mechanic the district has obtained grants

from two different entities, which will be combined to purchase one seventy-eight (78) passenger electric bus. The District will receive a Clean Air Grant from The Santa Barbara County Air Pollution Control District in the amount of \$192,157. The District will also receive a grant from Central Coast Community Energy in the amount of

\$197,157. The new electric bus will replace one of our old diesel buses.

The district net cost will be approximately \$34,000, plus the cost of installing an

electric charging station with an approximate cost of \$6,000.

RECOMMENDATION: Staff recommends approval of the grants from the Santa Barbara County Air Pollution

Control District and Central Coast Community Energy.

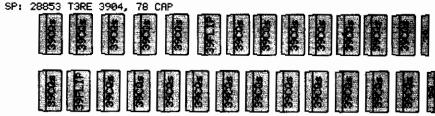
FUNDING: The fiscal impact will be on the General Fund in the amount of \$40,000.

Quote Id: 194371

Body Plan: 5013994

Seat Plan: 28853

SP: 28853 T3RE 3904, 78 CRP



Quote Id: 194371 Seat Plan Spacing Chart

## WATERFORD USD CO-OP BID #01/22 PRICE RECONCILIATION

Blue Bird T3RE3904S 259" WB 78 Pax Cummins Electric

Base Waterford co-op pricing - 2022	\$194,946.57
2) Electric engine & drivetrain package	\$225,000.00
24) Delete ESC Electronic Stability Control	(\$649.00)
28a) EPDM heater hoses - Req w/EV	\$208.00
31c) Delete backup camera & mirror system	(\$408.00)
32d) Delete strobe light w/pilot	(\$168.00)
32e) Delete fog lights in front bumper area	(\$332.00)
37) Add RH emergency exit & delete pushout windows	\$1,064.00
38a) Delete passthru luggage	(\$4,758.00)
38b) Delete single luggage - Qty 2	(\$1,672.00)
40b) Delete 39" floor mount seat - Qty 1	(\$663.00)
43) Brown fireblock upholstery	\$0.00
Discount	(\$24,604.96)
Total per bus before sales tax	\$387,963.61

Required Information			
Delivery Address: Initial here:			
500 Dyer Street Building C Orcutt, CA 93455			
DMV Information:			
Please confirm DMV registration name & address by signing below. Fill other sections as applicable.			
Register To Name: ORCUTT UNION SCHOOL DISTRICT			
Register To Address: 500 DYER ST SANTA MARIA, CA 93455			
Signature Confirming DMV Address:  Signature, Name & Title			
Exempt Out of State   Customer Demand			
Lettering Information: Initial here:			
Beltline Lettering: ORCUTT UNION SCHOOL DISTRICT			
CA #: 47246 Unit #s:			
Lienholder Information: (if none, write "none")			
Lienholder Name:			
Contact Person:			
Contact Number:			
Grant Information: (if applicable)			
Agency Name: Grant Deadline:			

Pricing				
Unit Price: Taxable Amount:	\$387,963.61 \$387,963.61			
Non-Taxable Amount:	\$0.00			
8.750 % Sales Tax Total:	\$33,946.82			
Total Per Unit w/Tax Included:	\$421,910.43			
Grand Total For 1 Unit(s):	\$421,910.43			
Grand Total For Formido).	\$\frac{\pi_{1,010.40}}{\pi_{100.40}}			
Acceptance				
*Notice of Intent to Purchase:  By signing this vehicle quotation above, it signifies the intent of Orcutt Union School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their (date) Board meeting (Initial Here)				
*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of al piggyback bid documents is available from A-Z Bus Sales, Incorporated.				
*By initialing, we certify that our district is moving forward with plans for Electric Vehicle Infrastructure, and that A-Z Bus Sales is responsible for the bus(es) ordered ONLY. Should there be delays with infrastructure, this will not affect the district's ability to accept delivery of the bus(es) or make payment (Initial Here)				

## \*ADDITIONAL AVAILABLE OPTIONS (Plus sales tax):

3b) J1772 Portable charging adapter - Add \$799
3f) MCC Inwall freeblow skirt mount AC for EV - Add \$18,384
50c) 5 Year Extended limited factory warranty - Add \$3,660

All pricing valid for 90 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

- Driver's 12k Heater
- 50k Left Rear Floor Heater
- Dome Lights LED
- LED 8 Way Lights Amber/Red
- Warning Flashing Pilot Light Right
- Radio W/ PA System
- 8 Speaker Deluxe System w/wiring
- Pre-Wire 2Way Radio Center Dash
- Stop Arm LED Strobe Cluster
- Stop Arm Location Rear
- Backing Safety Horn 112DB
- Rubrails Full Width Black
- Interior Paint Astro White
- Rearview 6x30 Int. Mirror, Non-Glare
- Remote Ctrl Rearview Mirror
- Heated Mirror Ext 15 Min Timer
- Exterior Open View Split System Mirror
- Crossview Eye-Max Mirror
- Modesty Panel Barrier Ent. Door
- Modesty Panel Left Driver Barrier
- National Air Prem Mor-Dura Charcoal Driver Seat
- Right Driver Seat Armrest
- 39" High Back Barrier
- Barrier Brown Uph Fire Block
- 39" 3pt NextGen Floor Mount Seat

- 39" 3pt Convert NextGen Flip Seat
- Cup Holder
- Arm Rest Driver's Console
- Overhead Storage Locking
- Galvanized Stepwell
- Entrance Door Outward Open Air
- Door Control Air Power Mom. Switch 2-Pos
- Security Lock Entrance Door
- Rear Emergency Window
- Black Rubber Floor
- Vinyl Ribbed Steptread
- Vinyl Black Steptread
- Ent. Door Barrier Handrail 3.25"-5.25"
- Stepwell Light LED, ADA
- Dark Tint Temp Rear Emerg Window
- Driver Green Lam. Window Black Frame
- Rear Emerg Window Buzzer
- Left Emerg Door Buzzer
- Right Emerg Door Buzzer
- 12" S/S Tint Lam Window Black Frame
- Delete Roof Hatch Buzzer
- Roller Tray Battery Compt Chas Mntd
- All American Rear Engine, 259" Wheelbase

### **Chassis Content**

- Accessory Pwr Socket w/Cap
- 60 kW DC Fast Chrg CCS1
- Air Disc Brakes
- Bendix AD-IP Air Dryer
- Steel Rear Bumper
- 12" Steel Front Bumper
- SOFTWARE, CORE 2

- Governor, 65 MPH
- EV Power Drive System
- EV Battery System 155kW / 630V
- Cooper 12R22.5 LRH, RM230 HH Tires
- Front Tow Hooks
- Yellow Steel Wheels 8.25x22.5/5HH
- 1 Group 31 12V Battery with 700 CCA

## **Dealer Added Content**

- Lettering
- Hand held stop sign & holder
- Electric air drains w/controls in Dr's compt
- FE/FAK/Decals CA Spec
- EP1 Child check safety system
- Safe Fleet Triple Value Roof Vents from factory



1900 S. Riverside Avenue Colton, CA 92324 (800) 437-5522 https://a-zbus.com



Ammon Matavao amatavao@a-zbus.com (951) 897-6185

Quote #22337 February 3, 2022 2022 (or) Newer Blue Bird T3RE 3904

Customer:

Orcutt Union School District

Mailing

P.O. Box 2310

Address:

Orcutt, CA 93455

Attn:

Tim Romine

Phone:

(805) 938-8980

Email:

tromine@orcutt-schools.net

Quantity:

1

**GVWR**:

36,200

Engine:

Electric

Fuel Type:

Electric

Fuel Port:

Right Rear

Capacity:

78 Amb

AC:

N/A

Wheelbase:

259"

Transmission:

Suspension:

Spring/Air

Brakes:

Air Disc

Upholstery:

Brown

WC Lift:

N/A

# **Body Content**

- Locking Battery Compart Door
- Vandal Lock Rear Emerg Win
- Sliding Bolt Vandal Lock Side Emerg Door
- Forward Grabrail
- Emergency Door Right 28 inch
- Emergency Door Left 28 inch
- Rear wheel front flaps
- Mud Flaps w/logo Rear
- Mud Flap Extension Rear
- Rubber Fenders Rear
- Rubber Fenders Front
- Floor 1/2" Plywood
- Floor Plywood Screwed Down
- Acoustic Headlining Full Length

- Lettering Emerg. Door Arrows
- Lights Day Run Lights w/park brake deactive
- Yellow Entrance Door
- Paint NSB Yellow Exterior
- Green Electric Blue Bird Logo
- Paint Bright White Roof 12.5"
- Driver 3pt belt Retractable Buzzer -Orange
- Visor Left Arcylic Adjust., Opaque
- 2 Piece Curved Tinted Wndshld
- 77" Headroom
- Air Horn Mounted Under Floor
- Aux. Fan Upper Left 6"
- Aux. Fan Upper Center 6"
- Safe Fleet Triple Value Roof Hatch



# **BUSINESS SERVICES MEMORANDUM**

TO: Board of Trustees

Holly Edds, Ed.D.

FROM: Sandra Knight

Director, Fiscal Services

BOARD MEETING DATE: February 23, 2022

BOARD AGENDA ITEM: Piggyback Bid Authorization for the Purchase of an Electric School Bus

BACKGROUND: The District has the opportunity to purchase an electric bus utilizing a Clean Air Grant

from The Santa Barbara County Air Pollution Control District and another grant from Central Coast Community Energy. This will allow us to acquire a new bus and replace

one of our current diesel buses at minimal cost to the District.

The District has an opportunity to purchase a 2021 Bluebird, seventy-eight (78) passenger bus from A-Z Bus Sales, Inc., using a piggyback bid #01/22 (Waterford Unified School District) valid through December 31, 2022, and accept the pricing from

A-Z Bus Sales for \$421,910.43.

RECOMMENDATION: Staff recommends approval of Piggyback Bid #01/22 authorization for the purchase of

a 2021 T3RE 3904 (78) passenger bus from A-Z Bus Sales as it is in the best interest of

the District.

FUNDING: The fiscal impact will be on the General Fund in the approximate amount of \$34,000.

# **Waterford Unified School District**

# Regular Board Meeting Minutes

November 11, 2021 7:00 PM Waterford Junior High School Rm 7 12916 Bentley St. Waterford, CA 95386

#### A. CALL TO ORDER

Minutes:

Meeting called to order at 6:00pm

#### B. ROLL CALL

Minutes:

Members Present:

Vanessa Anderson

Lisa Hawkins

Sheila Collins

Matt Erickson (arrived at 6:30pm)

Tim Bomgardner (Present Via Teleconference)

637 Timmie Lane Waterford, CA 95386

Also present: Dr. Don Davis, Superintendent

## C. APPROVAL OF AGENDA

Motion Passed: Passed with a motion by Lisa Hawkins and a second by Sheila Collins.

Yes Vanessa Anderson

Yes Tim Bomgardner

Yes Sheila Collins

Absent Matt Erickson

Lisa Hawkins

# D. OPEN BOARD STUDY SESSION - 6:00pm

# D.1. Presentation from Bond Consulting Firm: Eastshore Consulting

Representatives from Eastshore Consulting provided information regarding bond elections and options for the board to consider regarding a potential November, 2022, ballot measure. The consultants demonstrated that the Measure K (2016) bond of \$10.65M will be paid off at a lower cost to taxpayers than was projected, and they estimated that a future bond of \$4.5M in 2022 would not raise tax rates in Waterford based on the most current data, and that both bonds (2016 & 2022) could be paid-off with interest within the amount originally estimated for Measure K alone.

### E. HEARING OF THE PUBLIC ON CLOSED SESSION ITEMS

## F. CLOSED SESSION - 6:30pm

- F.1. Public Employee Performance Evaluation [Gov. Code 54957] District Superintendent
- F.2. Public Employment [Gov. Code 54957]- Deputy Superintendent / Superintendent

## G. RETURN TO OPEN SESSION - 7:00pm

Minutes:

Returned to open session at 7:17pm after board members toured our new buses parked outside of the boardroom.

#### H. REPORT OF CLOSED SESSION ACTIONS

#### I. PLEDGE OF ALLEGIANCE

#### J. COMMENDATIONS - PRESENTATIONS - HIGHLIGHTS

#### J.1. Student Representative Report

#### K. HEARING OF THE PUBLIC

Minutes:

There were no public comments.

## L. CONSENT CALENDAR

**Minutes:** 

All Board Trustees approved to pull BP 0470, Covid-19 Mitigation Plan, under item L.10 from the consent calendar and voted separately after board discussion.

Motion Passed: Passed with a motion by Tim Bomgardner and a second by Sheila Collins.

Yes Vanessa Anderson

Yes Tim Bomgardner

Yes Sheila Collins

Yes Matt Erickson

Yes Lisa Hawkins

- L.1. Previous Meeting Minutes
- L.2. Warrants
- L.3. Interdistrict Agreements
- L.4. Approve Stipulated Expulsion Case #211111-01 Suspended
- L.5. Accept Pioneer Market Donation for RMPS
- L.6. Accept Walmart Donation for RMPS
- L.7. Resignation Acceptance for Classified Staff
- L.8. Resignation Acceptance for Certificated Staff

## L.9. Approval of New Classified Staff

## L.10. Second Reading and Approval of Board Policies, Administrative Regulations and Exhibits

Minutes:

The Board of Trustees approved BP 0470 separately, Covid-19 Mitigation Plan, as presented.

Ayes: 3 (Erickson, Bomgardner, Hawkins)

Nays: 2 (Anderson, Collins)

## M. BOARD INFORMATION - UPDATES - KEY LEGISLATION

#### M.1. Enrollment

## M.2. Employee Organization Representative Update

#### M.2.1. California School Employees Association #657

### M.2.2. Waterford Teachers Association

### M.3. Site & Department Updates

## M.3.1. WUSD Transportation Update

#### Minutes:

Suzanne Bauer provided an update on transportation highlights and activities including the purchase of two new busses, trunk-or-treat participation, covid safety protocols and upcoming evacuation drills. Bus Driver Cindy Tigett was recognized for being a veteran.

## M.3.2. Richard Moon Primary School Update

#### Minutes:

Maria Tillery provided an update on school highlights and activities. She noted this year's commitment to academic interventions and social-emotional wellbeing. She highlighted the book fair, and the cookie dough sales fundraiser. Kindness week is November 15-19.

## M.3.3. Regional Head Start Monthly Board Report

## M.4. District Financial Update

## M.5. District Facilities Update

#### Minutes:

Gene Blocker discussed several maintenance projects including the installation of new sewer line clean outs at the junior high school, and the setup of two water-bottle filling stations at LWIS.

## M.6. Educational Services / Human Resources Updates

## M.7. Superintendent Update

#### Minutes:

Dr. Davis discussed additional reporting requirements associated with the LCAP and with federal revenue. Agenda online is upgrading to a new platform, all school districts using agenda online must migrate to the platform by June 30th. A trustee requested that a draft resolution regarding covid mandates be prepared by the superintendent and discussed by the board. (Note: A trustee requested that the superintendent also determine potential consequences faced by the district, depending on the language in the draft.) December 9th is the organizational meeting in which the board officers are appointed and board meeting dates are set. Friday night (11/12) is a football playoff game at Livingston HS, and Monday, November 15th, WHS is hosting a college and career day.

#### N. BOARD DISCUSSION / ACTION ITEMS

## N.1. Discussion: 2021 Educator Effectiveness Block Grant (EEBG) Expenditure Plan

### N.2. Approval of WUSD 2021-22 Comprehensive Safety Plan

Motion Passed: Passed with a motion by Sheila Collins and a second by Lisa Hawkins.

Yes Vanessa Anderson

Yes Tim Bomgardner

Yes Sheila Collins

Yes Matt Erickson

Yes Lisa Hawkins

## N.3. Approval of the Salary of the Business Manager Position on the 2021-22 Classified Management Salary Schedule

Motion Passed: Approval of the Salary Schedule for the Business Manager on the 2021-22 Classified Management Salary Schedule Passed with a motion by Lisa Hawkins and a second by Tim Bomgardner.

Yes Vanessa Anderson

Yes Tim Bomgardner

Yes Sheila Collins

Yes Matt Erickson

Yes Lisa Hawkins

# N.4. Approval of the 2021-22 Work Year Employment Agreement for Business Manager Motion Passed: Approval of the 2021-22 Work Year Contracts for Business Manager Passed with a motion by Matt Erickson and a second by Sheila Collins.

Yes Vanessa Anderson

Yes Tim Bomgardner

Yes Sheila Collins

Yes Matt Erickson

Yes Lisa Hawkins

## N.5. Approve Annual Speech and Language Pathologist Contract for 2021-22 School Year with Erica Curtis, SLP

Motion Passed: Approve Annual Speech and Language Pathologist Contract for 2021-22 School Year with Erica Curtis, SLP Passed with a motion by Sheila Collins and a second by Lisa Hawkins

Yes Vanessa Anderson

Yes Tim Bomgardner

Yes Sheila Collins

Yes Matt Erickson Yes Lisa Hawkins

N.6. Acceptance and Approval of Winning Bid and Contracts from A-Z Bus Sales per the Legal Notice to Bidders

Motion Passed: Passed with a motion by Sheila Collins and a second by Tim Bomgardner.

Yes Vanessa Anderson Yes Tim Bomgardner Yes Sheila Collins

Yes Matt Erickson

Yes Lisa Hawkins

#### O. BOARD COMMENTS

#### Minutes:

Bomgardner: Thanked Maria Tillery for the Moon School presentation, appreciating all the exciting things that are going at the primary school and across the district.

Erickson: Recognized Dennis Dorton and Peggy Herndon for their intent to retire and thanked them for the many years of service. He welcomed the tour of the new busses, and noted how the safety plan has evolved over the years. He thanked Maria for the positive report and appreciates that Moon students are met in the morning and that the mental wellbeing of students and staff is a focus of the school this year. He expects board debate on potential resolutions noting that debating ideas is a good thing.

Collins: She appreciated the Moon school report and the addition of new busses. She thanked Carolyn Viss and everyone involved on preparing the safety plan. She congratulated the Football team for their success this year and wished everyone a Happy Thanksgiving.

Hawkins: She thanked the transportation department employees for all the wonderful work they do for our students, and thanked Maria Tillery for her report and praised the support for students and staff at Moon School.

Anderson: She thanked everyone for attending the meeting, and wished everyone in the district a Happy Thanksgiving.

- P. CLOSED SESSION (continuation of first session if needed)
- Q. REPORT OF CLOSED SESSION ACTIONS (if second session is needed)

R. ADJOURN

Minutes:

Meeting adjourned at 8:31pm

Date

## Waterford Unified School District **Regular Board Meeting** Nov 11, 2021

Sign-in Sheet
Signing is voluntary, and not required to attend WUSD Board Meetings
Firmar es voluntario, y no requirió a asistir las Juntas de WUSD

1. Carolyn Um	17.
2 2 mi Dela	
3. Litt Agar	
4. Kilay Castanin	20.
5. Jennfer Bent	21.
6. June Block	22.
7. Roberto Gil	23.
8.	24.
9.	25.
10.	26.
11.	27.
12.	28.
13.	29.
14.	30.
15.	31.
16.	32.

	Bu	ford Unified School I s Contract Bid Open nber 05, 2021 @ 2:0	ing	ESPECIAL I
Order	Company	Required Docs	Time	Representative
Pricing attacked	AZ BUS Sales	YES	2:00 pm	In Vis
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6				
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Mais 11/05/2021

219 Reinway Avenue, Bldg 2 P.O. Box 270 Waterford, CA 95386 (209) 874-1809

## Bid #01/22 "School Bus(es)"

Date:11/3/2021	₹ ×		
The undersigned, having carefully read th	at the District forms a contract upon acceptance of this bid ne Notice To Bidders as published on October 14, 2021, and , hereby proposes to furnish in strict conformity with said		
One or more – Description:	Blue Bird All American Rear Engine		
Capacity:	81 Ambulatory		
Cost (excluding sales tax)	\$ 194,946.57 + Sales Tax		
Estimated Delivery Date:	240-180 Days ARO		
the State of California (Including but not limited Monterey, Fresno, and Santa Barbara Counties) conditions. The Bidding Agency waives its righ and authorizes each District to make payment of payment of reasonable costs per Public Contract	is 20118 and 20652, the Bidding Agency may allow other Public Agencies to: Kern, San Bernardino, Orange, San Diego, Riverside, Los Angeles, to purchase equipment and supplies under the same terms and atts to require other Districts to draw their warrants in favor to this District Rirectly to the successful Bidder. The Bidding Agency agrees to waive ct Code Section 20118. We understand the District reserves the right to arity of informalities in any bids or in the bidding process.		
Name of Bidder:	A-Z Bus Sales, Inc.		
Signed by:	THE TOP		
Name & Title:	John Landherr / President & CEO		
Address:	1900 S. Riverside Avenue		
en soprator contrast co			
·	Colton, CA 92324		
Phone:	*		

jlandherr@a-zbus.com

Email:

219 Reinway Avenue, Bldg 2 P.O. Box 270 Waterford, CA 95386 (209) 874-1809

## Bid #01/22 "School Bus(es)"

Date:11/3/2021		
The undersigned fully understands the The undersigned, having carefully read to October 21, 2021, and the Specifications documents the following:	ne <u>Notice To Bidders</u> as published	on October 14, 2021, and
One or more – Description:	Blue Bird All American Fro	ont Engine
Capacity:	84 Ambulatory	
Cost (excluding sales tax)	\$ 174,465.03	+ Sales Tax
Estimated Delivery Date:	240-180 Days ARO	
Note: Pursuant to Public Contract Code Section the State of California (Including but not limited Monterey, Fresno, and Santa Barbara Counties conditions. The Bidding Agency waives its right and authorizes each District to make payment of payment of reasonable costs per Public Contra reject any and all bids, and to waive any irregul	to: Kern, San Bernardino, Orange, San to purchase equipment and supplies un its to require other Districts to draw the lirectly to the successful Bidder. The B ct Code Section 20118. We understand	Diego, Riverside, Los Angeles, inder the same terms and ir warrants in favor to this District idding Agency agrees to waive the District reserves the right to
Name of Bidder:	A-Z Bus Sales, Inc.	Warran and American
Signed by:	Ell Illa	NAME OF TAXABLE PARTY.
Name & Title:	John Landherr / President &	k CEO
Address:	1900 S. Riverside Avenue	
<u>g</u> r-	Colton, CA 92324	/
Phone:	951-781-1841	
Fax:	951-781-9806	

jlandherr@a-zbus.com

Email:

219 Reinway Avenue, Bldg 2 P.O. Box 270 Waterford, CA 95386 (209) 874-1809

## Bid #01/22 "School Bus(es)"

Date: 11/3/2021		(MS)
The undersigned fully understand The undersigned, having carefully re October 21, 2021, and the Specifical documents the following:	ad the Notice To Bidders as nublis	hed on October 14 2021 and
One or more – Description:	Blue Bird Vision Co	nventional
Capacity:	75 Ambulator	у
Cost (excluding sales tax)	\$ 152,326.68	+ Sales Tax
Estimated Delivery Date:	240-180 Days AR	
Note: Pursuant to Public Contract Code Sethe State of California (Including but not lin Monterey, Fresno, and Santa Barbara Counconditions. The Bidding Agency waives its and authorizes each District to make payment of reasonable costs per Public Coreject any and all bids, and to waive any irred Name of Bidder:	ned to: Kern, San Bernardino, Orange, i ies) to purchase equipment and supplication of the state of the successful Bidder. The tract Code Section 20118. We under the state of the successful Bidder. The tract Code Section 20118.	San Diego, Riverside, Los Angeles, es under the same terms and their warrants in favor to this District as Bidding Agency agrees to waive
Signed by:	3/1/00	
Name & Title:	John Landherr / Presiden	at & CEO
Address:	1900 S. Riverside Avenue	2
	Colton, CA 92324	
Phone:	951-781-1841	
Fax:	951-781-9806	
Email:	ilandherr@a-zbus.com	*

jlandherr@a-zbus.com

219 Reinway Avenue, Bldg 2 P.O. Box 270 Waterford, CA 95386 (209) 874-1809

## Bid #01/22 "School Bus(es)"

Date: 11/3/2021	25		
The undersigned fully understands that The undersigned, having carefully read the October 21, 2021, and the Specifications, documents the following:	e Notice To Bidders as published	on October 14, 2021, and	
One or more – Description:	Micro Bird G5		
Capacity:	24 Ambulatory		
Cost (excluding sales tax)	\$ 94,780.58	+ Sales Tax	
Estimated Delivery Date:	240-180 Days ARO		
Note: Pursuant to Public Contract Code Sections the State of California (Including but not limited the Monterey, Fresno, and Santa Barbara Counties) to conditions. The Bidding Agency waives its right and authorizes each District to make payment dispayment of reasonable costs per Public Contract reject any and all bids, and to waive any irregular	to: Kern, San Bernardino, Orange, San to purchase equipment and supplies us to require other Districts to draw the rectly to the successful Bidder. The Bit Code Section 20118. We understand	Diego, Riverside, Los Angeles, nder the same terms and ir warrants in favor to this District idding Agency agrees to waive the District reserves the right to	
Name of Bidder:	A-Z Bus Sales, Inc.		
Signed by:	yell &		
Name & Title:	John Landherr / President 8	c CEO	
Address:	1900 S. Riverside Avenue		
,	Colton, CA 92324		
Phone:	951-781-1841		
Fax:	951-781-9806		

jlandherr@a-zbus.com

Email:

219 Reinway Avenue, Bldg 2 P.O. Box 270 Waterford, CA 95386 (209) 874-1809

## Bid #01/22 "School Bus(es)"

Date:11/3/2021		ž. 2	
The undersigned fully understands that The undersigned, having carefully read the October 21, 2021, and the Specifications documents the following:	ne Notice To Bidders as published	d on October 14, 2021, and	
One or more – Description:	Collins Nexbus DH500		
Capacity:	25 Ambulatory		
Cost (excluding sales tax)	\$ 95,273.07	+ Sales Tax	
Estimated Delivery Date:	240-180 Days ARO		
Note: Pursuant to Public Contract Code Section the State of California (Including but not limited Monterey, Fresno, and Santa Barbara Counties) conditions. The Bidding Agency waives its righ and authorizes each District to make payment d payment of reasonable costs per Public Contract reject any and all bids, and to waive any irregular	to: Kern, San Bernardino, Orange, San to purchase equipment and supplies to the to require other Districts to draw the irectly to the successful Bidder. The E of Code Section 20118. We understand	n Diego, Riverside, Los Angeles, under the same terms and eir warrants in favor to this District Bidding Agency agrees to waive I the District reserves the right to	
Name of Bidder:	A-Z Bus Sales, Inc.		
Signed by:	3/1/10 =	-	
Name & Title:	John Landherr / President &	& CEO	
Address:	1900 S. Riverside Avenue	<u> </u>	
	Colton, CA 92324		
Phone:	951-781-1841	Market School and Comment of the Com	
Fax:	951-781-9806		

jlandherr@a-zbus.com

Email:



www.a-zbus.com

800-437-5522



November 2, 2021

Waterford Unified School District 219 Reinway Avenue, Bldg 2 P.O. Box 270 Waterford, CA 95386 Attn: Dr. Don Davis, Superintendent

RE: Bid # 01/22

Dear Dr. Davis,

We at A-Z Bus Sales are excited to have the opportunity to participate in this bid process for new school buses for Waterford Unified School District. We are proud to have served California school districts, including Waterford USD, for over 30 years and look forward to serving our customers for 30 years to come.

We have reviewed the bid specifications and believe the quoted products meet or exceed your needs and expectations. For Type-C and Type-D buses, we are quoting buses manufactured by Blue Bird Corporation, who recently celebrated their 90<sup>th</sup> anniversary as a company and continues to lead the market as the number one provider in alternative-fuel school buses in the industry. At this time, Blue Bird is the only major school bus manufacturer to offer solutions for Type-D school buses in three fuel types, including Diesel, low-NOx CNG (.02 NOx), and zero-emission Electric, for their All-American Rear Engine, Transit style bus (T3RE). Blue Bird is also the only major school bus manufacturer to offer five fuel types in their Type-C conventional style school bus (BBCV), including Gasoline, Diesel, low-NOx Propane (with a .05 and .02 NOx level option), low-NOx CNG (.02 NOx), and zero-emission Electric. Additionally, Blue Bird is the only school bus manufacturer to have built, delivered, and had certified electric school buses in every bus Type (A, C, and D) here in California.

For our Type-A buses, we are quoting buses manufactured by Micro Bird and buses by Collins Corporation, a part of the Rev Group. Both Micro Bird and Collins lead the industry in quality and reputation. We are proud to be offering solutions from both manufacturers for gas and electric school buses. Micro Bird also provides a propane option for their Type-A school buses. Each product in their various fuel types has been certified within the state of California and meet all state requirements.

Waterford Unified School District, in this bid, required that the bidder grant, meet, or provide certain information or authorization. While we believe we have complied with all of this information in our bid package, we provide the information below to ensure the information is readily available. To this end, this letter is to be considered an integral part of our bid package.

www.a-zbus.com

800-437-5522

BID NO. 01/22:



- As the industry's #1 provider in alternative-fueled school buses, Blue Bird has produced over six times more alternative-fueled buses than all competitors combined.
- Blue Bird buses exceed state and federal minimum safety standards, complying with the Colorado Rack Test to verify the structural integrity of a school bus design and Kentucky Pole Test to verify interior panels above the passenger windows will not separate or expose sharp edges in the event of a crash. In addition, battery storage for the Blue Bird electric school buses is located between the frame rails of the bus for maximum safety.
- The vehicle(s) furnished to Waterford Unified School District comply with all Federal, State, and County regulations in effect at the time of delivery.
- The final vehicle(s) will comply with all Federal Motor Vehicle Safety Standards in effect. A
  certificate shall be provided with the vehicle(s) at the time of delivery, certifying that this vehicle
  conforms to all the above standards.
- All vehicles included in our bid package are approved by the California Air Resources Board (CARB).
- A-Z Bus Sales, Inc. is a school bus Original Equipment Manufacturer (OEM) franchised dealer for the Blue Bird product being offered in California.
- A-Z Bus Sales has approved warranty facilities throughout the state of California, including
  warranty centers able to work on electric vehicles. All sales and support shall be provided by
  OEM authorized representatives of the OEM equipment submitted for consideration as required
  to support the requirements included within the specification and related documents.
- All chassis, interior, and body components are installed by factory OEMs, including industry OEM suppliers.
- All warranty guidelines and requirements stated in the bid are deemed acceptable and will be fulfilled as stated.
- A-Z Bus Sales accepts the terms for a fixed price contract allowing other school districts to purchase equipment and supplies under the same terms and conditions of this bid, under Public Contract Code Sections 20118 and 20652.

We look forward to working with Waterford Unified School District on this project and pledge to perform under the specifications outlined in this bid. Thank you in advance for your consideration.

Respectfully submitted,

John Landherr President & CEO A-Z Bus Sales, Inc.

219 Reinway Avenue, Bldg 2 P.O. Box 270 Waterford, CA. 95386 (209) 874-1809

> Bid #01/22 "School Bus(es)"

Opening date: November 5, 2021 Opening time: 2:00 p.m.

MODBEE.COM

Oct 7,14,21,28'2021

#### LEGAL NOTICE NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Waterford Unified School District, County of Stanislaus, State of California, will receive bids up to, but no later than 2:00 p.m., on November 05, 2021, in the Business Office, 219 Reinway Avenue, Waterford, CA 95386 for the following Bid #01/22 "School Busices":

ONE (or more) NEW 81 PASSENGER REAR ENGINE TRANSIT SCHOOL BUS ONE (or more) NEW 84 PASSENGER FRONT ENGINE TRANSIT SCHOOL BUS ONE (or more) NEW 75 PASSENGER CONVENTIONAL SCHOOL BUS ONE (or more) NEW 24 PASSENGER TYPE A1 SCHOOL BUS ONE (or more) NEW 25 PASSENGER TYPE A1 SCHOOL BUS

All bids shall be made on bid forms furnished by the District, and each bid must conform and be responsive to the contract documents. Bid and appropriate documents can be obtained in person at the Business Office between 9:00 a.m. and 3:00 p.m. Monday through Friday.

Pursuant to Public Contract code Sections 20118 and 20652, the Bidder may allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions, (including, but not limited to Kern, San Bernardino, Orange, San Diego, Riverside; Los Angeles, Monterey, Fresno, and Santa Barbara Counties.)

The Governing Board of Trusless of the Waterlord Unified School District reserves the right to reject any and all bids received in whole or in part, to waive any irregularities in the bids or bidding, and to be the sole judges of suitability of products offered.

Don Davis Waterford Unified School District IPL0045156 Oct 14,21 2021

> Maua 19/14/2021

## WATERFORD UNIFIED SCHOOL DISTRICT

219 Reinway Avenue P.O. Box 270 Waterford, CA 95386 (209) 874-1809

## LEGAL NOTICE NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Waterford Unified School District, County of Stanislaus, State of California, will receive bids up to, but no later than <a href="2:00 p.m.">2:00 p.m.</a>, on November 5, 2021, in the Business Office, 219 Reinway Avenue, Waterford, CA 95386 for the following Bid #01/22 "School Bus(es)":

ONE (or more) NEW 81 PASSENGER REAR ENGINE TRANSIT SCHOOL BUS

ONE (or more) NEW 84 PASSENGER FRONT ENGINE TRANSIT SCHOOL BUS

ONE (or more) NEW 75 PASSENGER CONVENTIONAL SCHOOL BUS

ONE (or more) NEW 24 PASSENGER TYPE A1 SCHOOL BUS

ONE (or more) NEW 25 PASSENGER TYPE A1 SCHOOL BUS

All bids shall be made on bid forms furnished by the District, and each bid must conform and be responsive to the contract documents. Bid and appropriate documents can be obtained in person at the Business Office between 9:00 a.m. and 3:00 p.m. Monday through Friday.

Pursuant to Public Contract code Sections 20118 and 20652, the Bidder may allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions. (Including, but not limited to Kern, San Bernardino, Orange, San Diego, Riverside, Los Angeles, Monterey, Fresno, and Santa Barbara Counties.)

The Governing Board of Trustees of the Waterford Unified School District reserves the right to reject any and all bids received in whole or in part, to waive any irregularities in the bids or bidding, and to be the sole judges of suitability of products offered.

Signed:

Don Davis

Waterford Unified School District

Publication Dates: October 14, 2021 October 21, 2021

## **GENERAL CONDITIONS, INSTRUCTIONS & CONTRACT**

General Conditions, Specifications and Contract governing the purposed purchase of one (1) or more School Bus(es) and/or Available Options from this indefinite quantity bid as per legal advertisement published in <a href="https://example.com/red/en/apart-12/2">The Modesto Bee.</a>

- Bids shall be accompanied by a <u>Certified Check, Bidders Bond, or Cashier's Check in the amount of ten percent (10%) of the total amount of the bid, made in favor of Waterford Unified School District, P.O. Box 270, Waterford, CA 95386.
  </u>
- 2. Sealed proposals shall be submitted plainly marked "School Bus(es) Bid #01/22" to the authorized agent of the Waterford Unified School District.
- 3. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- 4. Bid must be on forms supplied by the District. All prices or notations must be typed or written in ink. Bids written with pencil will not be accepted. Verify all bids before submission, as they cannot be corrected after the proposals are opened. Oral or faxed bids will not be accepted.
- All equipment not mentioned in the attached Specifications but required by the rules and regulations of the California State Board of Education and the California Highway Patrol, shall be furnished.
- All workmanship and materials shall be guaranteed against defects for a period of one year.
- 7. Any deviations from the attached specifications or substitution of units or materials shall be clearly indicated. Completed detailed specifications must accompany each bus proposal. Buses shall be integral construction, as fabricated by a single manufacturer, welded together so-as-to form a single unit. Body on chassis will not be accepted except on Type A1 models.
- 8. Alternate materials may be considered. The board of Trustees reserves the right to be sole judge of the merit and suitability of such material.
- 9. The Board of Trustees reserves the right to reject any or all bids, to waive any informality in the bids or in the bidding.
- 10. Non-Collusion Affidavit: Each Vendor submitting an offer shall execute and submit a non-collusion affidavit as required by the Public Contract Code Section 7106, on the form attached hereto. Failure to submit such a non-collusion affidavit shall be grounds to reject an offer as non-responsive.
- 11. <u>Drug-Free Workplace</u>: Vendor warrants that Vendor is knowledgeable of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), regarding a drug free workplace and shall abide by and implement its statutory requirements.
- 12. <u>Anti-Discrimination</u>: The District's policy is that Vendor's conducting work under this contract will not discriminate against any prospective or active employee engaged

in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Vendor agrees to comply with applicable Federal and State laws, including but not limited to the California Fair Employment Practice Act, beginning with Labor Code Section 1410 and 1726.

13. <u>Indemnification and Hold Harmless</u>: Vendor shall indemnify and hold harmless the District, its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type or description, including by not limited to all expenses of litigation, court cost, penalties, and attorney's fees and other fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of Vendor, its agents, servants, employees, representatives, persons or entities engaged as independent Vendors by Vendor and suppliers, provided, however, that Vendor shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified.

14. California Piggyback/Cooperative Purchase Clause:

Pursuant to Public Contract Code sections 20652 and 20118, the Waterford Unified School District may allow other public agencies in the State of California (Including, but not limited to Kern, San Bernardino, Orange, San Diego, Riverside, Los Angeles, Monterey, Fresno, and Santa Barbara counties) to purchase equipment and supplies under the same terms and conditions. The Waterford Unified School District waives its rights to require other Districts to draw their warrants in favor to this District and authorizes each District to make payment directly to the successful Bidder. Waterford Unified School District waives any right to payment of reasonable fee as provided in Public Contract Code 20118.

Additional Piggyback Clause:

For the term of the contract, and any mutually agreed extensions pursuant to this request for bids, at the vendor's option, other School Districts and Community College Districts, any Public Agency or Corporation, including any Town, City, County, or Public Corporation, or Agency within the State of California, Hawaii, or other Government Agency in the United States of America may purchase, lease to purchase, or rent the identical items at the same price, and upon the same terms and conditions pursuant to sections 20118 and 20652 of the California Public Contract Code. The responsibility to ensure that California Public Contract Code meets their local and state procurement codes rests on the Public Agencies desiring to utilize this cooperative bid for purchasing the products therein.

Congestion Mitigation Air Quality (CMAQ) Clause:

This bid meets all requirements for use of CMAQ funds. CMAQ requires funding to be used for Alternative Fuel Vehicles such as compressed natural gas, (CNG), propane fueled, or battery electric (EV) vehicles in which fueling options for various vehicles are listed in the specification options sections of this bid as alternates to diesel fueled vehicles, making this bid acceptable for use with CMAQ funding.

- 15. <u>Delivery:</u> Shall be F.O.B. End Purchaser's Transportation Department. Please specify estimated delivery date on the bid form.
- 16. <u>Bid Opening:</u> Sealed bids will be opened <u>November 5th, 2021 at 2:00 p.m.</u> at the Waterford Unified School District office, 219 Reinway Avenue, Building 2, Waterford, California 95386.

17. A Fixed-price Contract is required holding firm all pricing from the award of the contract until December 31, 2022. If mutually agreeable, the School District reserves the right to consider the extension of this contract for up to four additional, one-year periods. Time of such extension is to begin the day after the end of the initial term of this contract and will end a full one calendar year thereafter. In addition, the District reserves the right to further extend this contract to the full extent allowed by law. Factors that would influence the District in exercising this option would be satisfactory service being rendered by the holder of the contract and any increase in price caused by such extension to be a nominal amount and not excessive as measured by local market conditions. In the award of this bid renewal, the District will consider the amount of the price increase stated by the bidder as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by Bidder and provided by a test of the market and/or submission of documents.

8. Contract Agreement between District & Bidder - Bid #01/22:
This agreement is effective November 3, 2021, by and between Waterford
Unified School District, 219 Reinway Avenue, Waterford, California, 95386,
hereinafter called the "District" and <u>A-Z Bus Sales, Inc California</u> ,
1900 S. Riverside Avenue , Colton , California, 92324 , hereinafter called
the "Bidder".
The District and Bidder agree that the following documents constitute the Bid Contract: Notice to Bidders, General Instructions & Contract, Bid bond, Non-Collusion, Specifications & Drawings, Addenda issued prior to bid, Signed Bid tab, Signed approved Board minutes, and other documents as referred to in this bid. The contract documents are complementary and each obligation of the Bidder in any one shall be binding as if specified in all.
Signed: Don Davis Superintendent
Name & Title: Don Davis Superintendent
"District": Waterford Unified School District
Signed:
Name & Title: John Landherr / president & CEO
"Bidder": A-Z Bus Sales, Inc California

## NONCOLLUSION DECLARATION

to Be Executed by Bidder and Submitted with Bid

## Bid #01/22 "School Bus(es"

(Public Contract Code Section 7106)

The undersigned declares:
I am the President & CEO of A-Z Bus Sales, Inc. , the party
making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct and that this declaration is executed on 11/3/2021 [date], at
Colton [city], California [state].
2.0.000
211100
Signature of Officer
John Landherr
Typed Name of Officer President & CEO
Office
* See ATTACHED CERTIFICATE

### **CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

	868686841464864146666666688866866866666668666	#8#8#8#8#8#8#8#8#8#8#8#8#	MB#B#B#B#B#B#B#B#B#B#B#B#B#B#B#B#B#B#B#
A notary public or other to which this certificate	officer completing this certificate veri is attached, and not the truthfulness	fies only the identity of t , accuracy, or validity of	he individual who signed the document that document.
State of California	<b>.</b> . )		
County of San	Bernardino		
On November 31	•	na S Escarri	
personally appeared	John Landherr	Here insert Nai	me and Title of the Officer
personally appeared		Name(s) of Signer(s)	
4			
to the within instrume authorized capacity(ie	nt and acknowledged to me that	t he/she/they execut ature(s) on the instru	s) whose name(s) is/are subscribed ted the same in his/her/their iment the person(s), or the entity
COI Notar San	MM. #2353927 y Public - California Bernardino County m. Expires Apr. 7, 2025		
		WITINESS IIIY Harid	and official seal.
Place Notary S	eal and/or Stamp Above	Signature	Signature of Notary Public
Place Notary Seal and/or Stamp Above		ONAL	Signature of Notary Fublic
	ompleting this information can draudulent reattachment of this		
Description of Att	ached Document		
Title or Type of Do	ocument:		
Document Date:			Number of Pages:
Signer(s) Other Tha	an Named Above:		
Capacity(ies) Clair	med by Signer(s)		
		Signer's Name: _	
☐ Corporate Office	r – Title(s):	□ Corporate Office	cer – Title(s):
☐ Partner — ☐ Lim	ited □ General	☐ Partner — ☐ Li	mited □ General
☐ Individual	<ul><li>☐ Attorney in Fact</li><li>☐ Guardian or Conservator</li></ul>	□ Individual	Attorney in Fact
□ Trustee	☐ Guardian or Conservator	□ Trustee	☐ Guardian or Conservator
□ Other:		□ Other:	
Signer is Representing:		Signer is Represe	enting:

©2019 National Notary Association



The Hanover Insurance Company Citizens Insurance Company of America Massachusetts Bay Insurance Company

## **BID BOND**

CONTRACTOR:

(Name, legal status and address)

A-Z BUS SALES, INC.

1900 S. Riverside Avenue

Colton, California 92324

OWNER:

(Name, legal status and address)

WATERFORD UNIFIED SCHOOL DISTRICT

219 Reinway Avenue, Building 2

Waterford, California 95386

BOND AMOUNT: Ten percent of the Amount Bid (10% Amt Bid)

PROJECT:

(Name, location or address, and Project Number, if any)

Multiple School Buses

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Hanover Insurance Company vouches that the original text of this document conforms exactly to the text in AIA Document A310 (2010 Edition) Bid Bond.

Witness	·	A-Z BUS SALES, INC.	
By: See attached notary acknowledgement	By:	as Principal)  Sylfloa	(Seal)
Name:	Name: _	John Landherr President and CEO	
Witness	The Hanov	er Insurance Company	
/: See attached notary acknowledgement  Name:	By:	April A. Adams	(Seal)

Title:

Attorney-in-fact

Signed and sealed this 5th day of November 20 21

## **CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

	######################################
A notary public or other officer completing this certificate verificate to which this certificate is attached, and not the truthfulness,	fies only the identity of the individual who signed the document, accuracy, or validity of that document.
State of California County of San Bernardino  }	
Date Talana Landhana	Here Insert Name and Title of the Officer
personally appeared OWY WYOTOXY	Name(s) of Signer(s)
who proved to me on the basis of satisfactory evident to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their signatupon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entity
MARIA S. ESCAMILLA COMM. #2353927 Notary Public - California San Bernardino County My Comm. Expires Apr. 7, 2025	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.
Place Notary Seal and/or Stamp Above  Signature of Notary Public	
Completing this information can d	deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
□ Corporate Officer – Title(s):	□ Corporate Officer – Title(s):
□ Partner - □ Limited □ General	□ Partner - □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	Other:
Signer is Representing:	Signer is Representing:

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## INDIVIDUAL ACKNOWLEDGEMENT

	State of New York )
0	County of Erie )
	On the day of , 20 , before me personally came
	, to me known and known to me to be the Individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.
	Notary Public
	CORPORATE ACKNOWLEDGMENTS  State of )  County of )
	On the day of in the year, before me personally came, to me known, who, being by me duly sworn, did depose and say that (s) he reside(s) in; that (s)he is the of A-Z Bus Sales, Inc., the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that (s)he signed as/her name thereto by like authority.
	Notary Public
	SURETY ACKNOWLEDGEMENT  State of New York ) County of Erie )
	On the 5th day of November in the year 2021, before me personally came April A. Adams, to me known, who, being by me duly sworn, did depose and say that she reside(s) in Erie County, New York; that she is the Attorney-in-Fact of The Hanover Insurance Company, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that she signed her name thereto by like authority.

KATHERINE L. STEINER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 01/25/2025

#### THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

#### **POWER OF ATTORNEY**

HIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to e extent herein stated.

### KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Candace J. Casey-Wnek, JoAnn Bayne, Andrew J. Tokasz, April A. Adams, Michael Dean, Anthony Biagiotti, Cynthia A. Scharf, Lauren Bordonaro and/or Lawrence DiGiulio

Of Key Insurance & Benefits Services, Inc. of Buffalo, NY each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Seventy Million and No/100 (\$70,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE OMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 26th day of September, 2018.

The Hanover Insurance Company Massachusetts Bay Insurance Company Citizens Insurance Company of America C f

John C. Roche, EVP and President

The Hanover Insurance Company Massachusetts Bay Insurance Company Citizens Insurance Company of America Janes Atawall

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS COUNTY OF WORCESTER

relia

On this **26th** day of **September, 2018** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO Notary Public

Diane I Marke Notiny Public My Commission For the Public rine Notary Public ston Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5th day of November 2021

CERTIFIED COPY

Theodore G. Martinez, Vice President



## The Hanover Insurance Company, Bedford, New Hampshire Assets and Liabilities as of December 31, 2020

ASSETS	2020
Cash in Banks (Including Short-Term Investments)	1024 10940 Messel III
Bonds and Stocks	\$ (57,030,013)
Other Admitted Assets	\$6,691,401,588
Total Admittal 1	\$2,339,121,590
Total Admitted Assets	\$8,973,493,165
LIABILITIES, CAPITAL AND SURPLUS  Reserve for Unearned Premiums	
Reserve for Unearned Premiums	\$1,893,941,039
Reserve for Loss and Loss Expense	\$3,991,508,445
Reserve for Taxes	\$ 10,515,546
Funds held under reinsurance treaties	\$ 2,233,892
Reserve for all other liabilities	\$ 492,418,556
Net Surplus	
Policyholders' Surplus	\$2,582,875,687
Total Liabilities, Capital and Surplus	\$8,973,493,165

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

I, Jeffrey Farber, Assistant Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the forgoing statement is a true statement of the condition and affairs of the said Company on December 31, 2020.

Jeffrey Farber Assistant Treasurer

hanover.com

The Hanover Insurance Company 440 Lincoln Street, Worcester, MA 01653





## **Our Purpose**

# **L** Provide safe and reliable transportation solutions that deliver WOW experiences and exceed expectations. **J**

A-Z Bus Sales first began operations as a bus distributorship in Phoenix, Arizona in 1975. As the company grew, school buses, commercial minibuses, and motor-coaches where added as new product offerings.

Looking to expand its market reach, the company moved into the California market in 1984, establishing their corporate office in Southern California. The philosophy was that the dealership covered everything about buses from "A to Z". This included bus sales, parts, service, body and paint.

Just a few years later, in 1987, A-Z Bus Sales moved to their current location in Colton, California and signed with North America's leading school bus manufacturer, Blue Bird Buses, becoming their exclusive California dealer/distributer. With their sights set on expansion, A-Z Bus Sales opened a Northern California service center in Sacramento in 1984, further expanding operations into Hawaii one year later.

Today, A-Z Bus Sales is more than just a bus dealer/distributor and service center serving California, Hawaii, Arizona, and Nevada. Also, A-Z Bus Sales is the leading transportation solutions provider in all the markets they serve.

The company has grown into an award winning organization, winning Blue Bird's "President's Award" multiple years in a row as well as being named 2013 Dealer of the Year by Blue Bird. Additionally, their commercial and transit sales team are recipients of Sales Excellence Awards from Glaval Bus and ARBOC Specialty Vehicles, multiple years in a row. What's more, their parts and service teams are consistently ranked high for customer service in an independent customer survey.

What truly sets A-Z Bus Sales apart from their competition is not just being an award winning organization with excellent customer service, but their Core Values, leadership, and ESOP (Employee Stock Ownership Plan) benefit program that makes their employees, owners.

As employee-owners, they not only care for their company, but for helping and serving customers and ensuring their transportation needs are met. The Core Values, written by the employees, are the underlying principles that guide A-Z Bus Sales today, specifically the Core Value, "Serving God by Serving Others."

A-Z Bus sales supports several faith-based charities that include: the Salvation Army, Gods Kids, Let it Be Foundation, and The Learning Centers at Fairplex. As a company, they are actively involved in contributing and volunteering in community activities and events in markets they serve.

Southern California 800-437-5522

1900 S. Riverside Avenue Colton, CA 92324

Northern California 800-458-6363

52nd Avenue Sacramento, CA 95823

> Hawaii 808-260-0336

91-265 Kalaeloa Blvd. Honololu, HI 96707



John Landherr is President and CEO of A- Z Bus Sales, Inc. Mr. Landherr has over 22 years success in senior management and leadership roles. Prior to joining A-Z Bus Sales, Mr. Landherr worked in the aviation industry where his leadership resulted in growing his companies from regional to national and international service providers. His commitment to the A-Z Bus Sales Core Values, process improvement, and to exceeding Customer expectations serve as the business model for the A-Z team.

**Kevin Smittipatana** is CFO/COO of A-Z Bus Sales, Inc. Mr. Smittipatana is a C-level executive with over 20 years of Accounting, Finance, & Operations management for multifranchise, multi-operations, and corporate units. Mr. Smittipatana is in charge of the development of strategic and day to day management of the Finance, Parts & Service Operations and IT for A-Z Bus Sales. Prior to joining A-Z Bus Sales, Mr. Smittipatana served as Chief Financial Officer for 4 Corporations in the Trucking industry and played a key role in the company's expansion into multiple markets and products.

**Brandon Bluhm** is Director of Sales for the New School Bus Team of A-Z Bus Sales, Inc. Mr. Bluhm has over 12 years of sales management and leadership experience, working with diverse sales teams in executing actionable plans. Prior to joining A-Z Bus Sales, Mr. Bluhm worked in the heavy-duty truck industry where he leveraged relationships with dealers and customers to achieve remarkable growth. Along with his team, Mr. Bluhm is committed to working alongside school districts to help in the implementation of zero and lower emission school bus deployments.

#### **A-Z BUS SALES CAPABILITIES**

A-Z Bus Sales has been in business for over 40 years and has three locations with the headquarters in Colton California, a second full service facility in Northern California based in Sacramento, and a satellite facility in Honolulu, Hi. Both our Colton and Sacramento facilities are fully equipped with a Service Department, Parts Department and Paint and Body Shop.

The Sacramento Service Department is fully equipped to prepare for delivery, warranty and repair buses. The building has 13 bays, lifts and all special diagnostic tools and scanners to service the bus industry. The Service Department is staffed by factory trained technicians who have attained numerous SAE certifications. A-Z Bus Sales is also a certified Cummins warranty service center and can serve your Cummins repair needs.

A-Z Bus Sales' Parts Department is one of the largest on the West Coast, carrying a parts inventory of over 1 million dollars. This large inventory allows A-Z to ship 92% of parts orders the same day. The company provides manufacturer's proprietary parts and also carry competitively priced parts for routine maintenance.



A-Z Bus Sales Colton has an experienced and capable Body Shop. Body shop capabilities include complete paint using top of the line automotive paints and can match the customer's fleet colors and designs. A-Z Bus is fully equipped to make major repairs to all types of buses, and uses OEM parts, as a best practice.

A-Z Bus Sales' New School Bus Team consists of an experienced staff, with over 75 combined years of industry experience. In addition to our Territory Sales Managers, who meet with the school districts and help identify needs, we have a support staff including a Grant Coordinator and Sales Coordinators to help school districts in a multitude of facets.

### **A-Z BUS SALES SERVICE CENTERS**

### A-Z Service Center - South

1900 S. Riverside Ave. Colton, CA 92324

Phone: 800-437-5522 Fax: 951-781-4905

Contact: Roger Alvarez, Service Manager. <a href="mailto:ralvarez@a-zbus.com">ralvarez@a-zbus.com</a>

#### A-Z Service Center - North

3418 52<sup>nd</sup> Ave. Sacramento, CA 95823

Phone: 800-458-6363 Fax: 916-391-1093

Contact: Jeff McDougall, Service Manager. <a href="mailto:imcdougall@a-zbus.com">imcdougall@a-zbus.com</a>

## **A-Z Warranty Department**

Phone: 951-781-1835 Fax: 951-781-4905

Contact: Ashley Villalpando, Warranty Administrator. avillalpando@a-zbus.com



## **A-Z COMPANY PROFILE**

A-Z Bus Sales was founded by George Tillery in 1976 and has grown to well over 100 million dollars in revenues for 2014. Mr. Tillery continues to serve as Chairman of A-Z Bus Sales. Today, A-Z's tremendous growth is led by President and CEO John Landherr, and is driven by the company's employee-owner dedication to its Core Values. These Core Values serve as the standard and daily guideline for how the employee-owners work to serve customers, business partners, and one another.

## -Purpose-

Provide safe and reliable transportation solutions that add value to our customer's purpose, and exceed their expectations.

## -Core Values -

#### **Customer Service Excellence**

We are willing to go the extra mile for our customers and strive to deliver Wow experiences by exceeding their expectations on a daily basis.

#### Passion for our Work

We are engaged in what we do and we tenaciously pursue results. We endeavor to get the job done right the first time for our customers, whether they are external or internal customers.

#### Build Open and Honest Relationships/Partnerships with Communication

We develop long term relationships that become partnerships to help us better understand the needs, wants and expectations of our customers.

#### Don't Take Ourselves Too Seriously; Have Fun

We promote smiles and encourage a fun working environment. We take time to celebrate success and have a good time serving our customers.

#### Respect for the Individual

We genuinely care about those around us and treat all with equal respect.

#### Ownership

As Employee Owners, we think long term and we don't want to sacrifice long-term value for short-term results. We are team players acting on behalf of the entire company. We always say "how can I help,"

## We Serve God by Serving Others

We desire by God's grace to be a company that honors Him by living our core values and by the way we serve and build relationships with customers, supplier partners, our community, and company stakeholders.

Core Values and Customer service excellence represent the foundation of A-Z Bus Sales. Each employee-owner benefits when a Customer is well-served and 100%+ satisfied with best-inclass customer service. Not only do A-Z's employee-owners have the satisfaction that comes from doing a job right, they are financially vested by growth in the value of our company.

A Public Service Agency

VEHICLE DEALER

Lic No. 03412

Date Issued JAN 1, 2021

Expiration Date. DEC 31, 2022

This license is valid for the period indicated above. This license shall be signed and displayed in the office at the address shown below, pursuant to the California Vehicle Code.

AZ BUS SALES INC ISSUED

3418 52ND AVENUE

A/C NEW

SACRAMENTO CA 95823 VALID ONLY AT

BR

License must be renewed prior to expiration date pursuant to California Vehicle Code Sections 11105, 11105.6, 11204, 11410, 11508, 11620 or 11717.

F RM - NTR L NO 1441004

I NAT RE F ICENSEE

A Public Service Agency

VEHICLE DEALER

Lin No : 03412

Date ss. ed JAN 1, 2021

Expiration Daile: DEC 31, 2022

This I cense is valid for the period indicated above. This license shall be signed and displayed in the office at the address shown below pursuant to the California Vehicle Code

CA 92324 1900 S RIVERSIDE AVE AZ BUS SALES INC COLTON ISSUED VALID ONLY AT

A/C NEW

License must be renewed prior to expiration date pursuant to California Vehicle Code Sections 11105, 11105.6, 11204, 11410, 11508, 11620 or 11717.

FORM CONTROL NO 1441003

Client#: 1699105

## ACORD...

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2021

**AZBUS** 

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS SERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES SELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	NAME: Will Pekrul						
USI Insurance Services LLC	PHONE (A/C, No, Ext): 716 314-2000 FAX (A/C, No):	716 314-2199					
726 Exchange St. Ste 618	E-MAIL ADDRESS: will.pekrul@usi.com						
Buffalo, NY 14210	INSURER(S) AFFORDING COVERAGE	NAIC#					
716 314-2000	INSURER A : Zurich American Insurance Company	16535					
INSURED	INSURER B : Indemnity Insurance Company of N A	43575					
A-Z Bus Sales, Inc. P.O. Box 700 Colton, CA 92324	INSURER C : Merchants National Insurance Company	12775					
	INSURER D: Travelers Property Cas. Co. of America	25674					
	INSURER E :						
	INSURER F:						

	INSURER F:											
CO	COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:											
IN C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY REG ERTIFICATE MAY BE ISSUED OR MAY P XCLUSIONS AND CONDITIONS OF SUCH	QUIRE PERTA POL	EMEN NN, 7 ICIES	T, TERM OR CONDITION OF ANY THE INSURANCE AFFORDED BY LIMITS SHOWN MAY HAVE BE	CONTRACT OF THE POLICIES EN REDUCED	R OTHER DOO DESCRIBED H BY PAID CLAI	CUMENT WITH RESPECT	TO WHICH THIS				
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR POLICY NUMBER POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY			POLICY EXP (MM/DD/YYYY)	LIMITS					
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  X Contractual Liab		X	GLO0381802	07/01/2021	07/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$500,000				
							MED EXP (Any one person)	\$10,000				
							PERSONAL & ADV INJURY	\$1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000				
L	POLICY X JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000				
)	OTHER: AUTOMOBILE LIABILITY	x	x	GP375742403	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ s1.000,000				
	X ANY AUTO			100 2 1 2 N 10 N 10 N 10 N 10 N 10 N 10	1 1/2 V-1-1		BODILY INJURY (Per person)	\$				
	OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$				
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					l	PROPERTY DAMAGE (Per accident)	\$				
	X \$250 Comp Ded X \$500 Coll Ded							s				
В	X UMBRELLA LIAB X OCCUR	X	X	N11038670004	07/01/2021	07/01/2022	EACH OCCURRENCE	\$5,000,000				
	X EXCESS LIAB CLAIMS-MADE			The state of the s			AGGREGATE	\$5,000,000				
С	DED X RETENTION \$10,000	X	X	EXL0002745			Per Occ/Agg	\$10,000,000				
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC038078403	07/01/2021	07/01/2022	X PER STATUTE OTH-	THE REPORT OF THE PARTY OF THE				
l							E.L. EACH ACCIDENT	\$1,000,000				
							E.L. DISEASE - EA EMPLOYEE					
_			-	OT0007000N044	07/04/0004	07/01/2022	E.L. DISEASE - POLICY LIMIT	\$1,000,000				
D Dealers Inventory				QT6607368N21A GP375742403		07/01/2022						
A	Garage Liability			GF3/5/42403	07/01/2021	0110112022	1,000,000					
Ce Ge 20	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC rtificate Holder is an Additional In neral Liability, Automobile Liabilit 10 Edition date 04/13, CG 2037 Ed 04.	sure ty ar	ed or nd Ui	n a primary and non-contrik mbrella policies to the exte	outory basis nt covered b	in regard to y endorsen	the above nent forms CG					
(Se	e Attached Descriptions)											

A-Z Bus Sales, Inc.

P.O. Box 700
Colton, CA 92324-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) 1 of 2 #S32585005/M32581707

The ACORD name and logo are registered marks of ACORD

BTRZP

Southern California 1900 S. Riverside Avenue Post Office Box 700 Colton, CA 92324 (951) 781-7188 FAX (951) 781-4905



Northern California 3418 52<sup>nd</sup> Avenue Sacramento, CA 95823 (916) 391-1092 FAX (916) 391-1093

#### **CREDIT INFORMATION**

## **Officers**

## **Bank Information**

C.E.O/President:

John Landherr

C.F.O./C.O.O.

Kevin Smittipatana

Chase Bank N.A.

Bank Routing and Transit Number: 021000021

SWIFT Code: CHASUS33

City and State: New York, New York

Payable to: A-Z Bus Sales Inc Chase Bank N.A. Account #: 609569170

Dun & Bradstreet Corporation No. 11-836-1237 Federal No. 33-0065644 Resale No. SR EH 23-767845

#### **CREDIT REFERENCES**

## Blue Bird Body Co. - Parts

Post Office Box 937 Fort Valley, Georgia Phone: (478) 822-2191 FAX: (478) 822-2456

## **Cummins Cal Pacific**

Post Office Box 512995 Los Angeles, CA 90055-2995 Phone: (949) 253-6000 FAX: (949) 253-6080

## **Gillig Corporation**

25800 Clawiter Road Hayward, CA 94545 Phone: (510) 264-5068 FAX: (510) 264-4400

## **Ricon Corporation**

7900 Nelson Road Panorama City, CA 91402 Phone: (818) 267-3010 FAX: (818) 267-3163

## **U SAV MOR STORES**

908 W. HIGHLAND AVENUE SAN BERNARDIN, CA 92405

Phone: 909-882-3356 Fax #: 909-882-6799

# Form W-9 (Rev. October 2018) Department of the Treasury

# Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	4 Name (or charge or your bearing to selver) Name is not been a title lies of				-		_	_	_	_	_	_					
	Name (as shown on your income tax return). Name is required on this line; do     A-Z BUS SALES INC	not leave this line blank.								ilira							
	2 Business name/disregarded entity name, if different from above																
page 3.	Check appropriate box for federal tax classification of the person whose name following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):															
s on	Individual/sole proprietor or Corporation S Corporation Single-member LLC																
type	Limited liability company. Enter the tax classification (C=C corporation, S=	S corporation, P=Partnersh	nip) ▶		-		*****		10.70	"-							
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.								Exemption from FATCA reporting code (if any)								
ociff	Other (see instructions) >	App	(Applies to accounts maintained outside the U.S.)														
S	6 Address (number, street, and apt. or suite no.) See instructions.	name	and a	address	(op	tional	)	-									
See	1900 S RIVERSIDE AVE																
u	6 City, state, and ZIP code																
	COLTON CA 92324																
	7 List account number(s) here (optional)																
Par	Taxpayer Identification Number (TIN)				-		-	_	_		-						
Enter	your TIN in the appropriate box. The TIN provided must match the nam		_	cial se	curit	y numi	ber										
	up withholding. For Individuals, this is generally your social security num ant alien, sole proprietor, or disregarded entity, see the instructions for F		ra 🗀	П			Г										
	ent allen, sole proprietor, or disregarded entity, see the instructions for r es, it is your employer identification number (EIN). If you do not have a n		a L	11		-		-									
TIN, I			or														
	If the account is in more than one name, see the instructions for line 1.	Also see What Name ar	nd E	nploye	Ide	ntificat	ion r	umb	er	-							
Numb	per To Give the Requester for guidelines on whose number to enter.		3	3	_	0 0	6	5	6	4	4						
Par	TII Certification		1.2				11/20/										
Section 2 Section 2	r penalties of perjury, I certify that:			-				_	-								
	e number shown on this form is my correct taxpayer identification numb	er (or I am waiting for a	number t	o be is	suec	d to m	el: a	nd									
2. I ar Se	m not subject to backup withholding because: (a) I am exempt from bac rvice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and	kup withholding, or (b) I	have not	been i	otifi	ed by	the	Inter									
3. I ar	n a U.S. citizen or other U.S. person (defined below); and																
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exemp	t from FATCA reporting	is correc	t.													
you h	fication instructions. You must cross out item 2 above if you have been no ave falled to report all interest and dividends on your tax return. For real est sition or abandonment of secured property, cancellation of debt, contribution than interest and dividends you are not required to significe certification, bu	ate transactions, item 2 ons to an individual retire	does not a ment arrar	pply. F igemer	or m	ortgag A), and	e int	leres neral	t pai	d, aym	ents						
Sign		D	ate b C	1/2	10	0//	9										
Ge	neral Instructions	• Form 1099-DIV (divi	idends, in	cluding	tho	se fro	m si	locks	or	muti	ual						
Section	on references are to the Internal Revenue Code unless otherwise	<ul> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> </ul>															
relate	re developments. For the latest information about developments and to Form W-9 and its instructions, such as legislation enacted	Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)															
	they were published, go to www.irs.gov/FormW9.	Form 1099-S (proceeds from real estate transactions)															
	pose of Form	Form 1099-K (merchant card and third party network transactions)															
infor	dividual or entity (Form W-9 requester) who is required to file an mation return with the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home mortgage interest), 1098-E (student loan inte 1098-T (tuition)</li> </ul>						eresi	).								
(\$SN	ification number (TIN) which may be your social security number ), individual taxpayer identification number (ITIN), adoption	Form 1099-C (canceled debt)     Form 1099-A (canceled debt)						.ad -									
taxpa	ayer identification number (ATIN), or employer identification number	<ul> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul>															
amou	, to report on an information return the amount paid to you, or other unt reportable on an information return. Examples of information	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.															
	ns include, but are not limited to, the following. m 1099-INT (interest earned or paid)	If you do not return Form W-9 to the requester with a TIN, you migh be subject to backup withholding. See What is backup withholding, later.							Int								



## **Resolution to Negotiate Contracts**

RESOLVED, that the President, or Chief Executive Officer of this Corporation be hereby authorized and empowered to enter into a contract for School Districts, and Municipal agencies, in the state of California in the name of and behalf of this Corporation, upon such terms and conditions as may be agreed upon, at the sole discretion of the President or Chief Executive Officer.

The undersigned hereby certifies that he is duly elected and qualified Secretary and the custodian of the books and records and seal of A-Z Bus Sales, Inc., a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors on September 26, 2017 and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 26<sup>th</sup> day of September 2017.

George Tillery Secretary



## EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

A-Z Bus Sales, Inc. is an equal employment opportunity employer and strives to comply with all applicable laws prohibiting discrimination based on race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, medical condition, sexual orientation, as well as any other category protected by federal, state, or local laws. All such discrimination is unlawful and all persons involved in the operations of the Company are prohibited from engaging in this type of conduct.

In accordance with applicable federal and state law protecting qualified individuals with known disabilities, the Company will attempt to reasonably accommodate those individuals with known disabilities, the Company will attempt to reasonably accommodate those individuals unless doing so would create an undue hardship on the Company. Any qualified applicant or Employees with a disability who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources

Bidder: _	A-Z BS SALES, INC.
Signed:	John Landherr
Title:	President & CEO
Date:	11/03/2020

# Certificate of Compliance

is hereby granted to:

# A-Z Bus Sales, Inc.

Meeting FTA Requirements for Maintaining a Drug Free Workplace and Prevention Program as per 49 CFR parts 655 and 40

Denise Griffith, CEO

Ardent Mobile Drug Testing, LLC

Date



# **A-Z SERVICE CENTERS**

#### A-Z SERVICE CENTER – SOUTH

1900 S. RIVERSIDE AVENUE COLTON, CA 92324 PHONE: 800-437-5522

FAX: 951-781-4905

**CONTACT: ROGER ALVAREZ** 

ralvarez@a-zbus.com

# **A-Z SERVICE CENTER – NORTH**

3418 52<sup>ND</sup> AVENUE SACRAMENTO, CA 95823

PHONE: 800-458-6363 FAX: 916-391-1093

CONTACT: JEFF McDOUGALL

jmcdougall@a-zbus.com

# A-1 AUTO ELECTRIC – CENTRAL

2320 STANISLAUS STREET FRESNO, CA 93721

PHONE: 559-485-4427

FAX: 559-264-4961

CONTACT: MARK GILIO

www.alautoelectric.com

# Waterford Unified School District

219 Reinway Avenue, Bldg 2 P.O. Box 270 Waterford, CA 95386 (209) 874-1809

#### Bid #01/22 "School Bus(es)"

Date:11/3/2021			
The undersigned fully understands that The undersigned, having carefully read the October 21, 2021, and the Specifications, documents the following:	e Notice To Bidders as published	on October 14, 2021, and	
One or more – Description:	Blue Bird All American Rea	ar Engine	
Capacity:	81 Ambulatory		
Cost (excluding sales tax)	\$ 194,946.57 + Sales Tax		
Estimated Delivery Date:	240-180 Days ARO		
Note: Pursuant to Public Contract Code Sections the State of California (Including but not limited Monterey, Fresno, and Santa Barbara Counties) conditions. The Bidding Agency waives its right and authorizes each District to make payment dipayment of reasonable costs per Public Contract reject any and all bids, and to waive any irregular	to: Kern, San Bernardino, Orange, San to purchase equipment and supplies ur is to require other Districts to draw thei rectly to the successful Bidder. The Bi t Code Section 20118. We understand	Diego, Riverside, Los Angeles, nder the same terms and ir warrants in favor to this District dding Agency agrees to waive the District reserves the right to	
Name of Bidder:	A-Z Bus Sales, Inc.		
signed by:			
Name & Title:	John Landherr / President & CEO		
Address: 1900 S. Riverside Avenue			
-	Colton, CA 92324		
Phone:	951-781-1841		
Fax:	951-781-9806		

jlandherr@a-zbus.com

Email:

#### **SPECIFICATION**

# BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL

The specifications that follow are minimum basic requirements. Bidder must list any deviations from these specifications. If bidder claims item "Meets or Exceeds" specifications, documentation must be provided with bid to substantiate claim. Failure to do so will result in rejection of your bid and/or product for non-compliance.

# 2021 Model Year (or Newer) Transit Style Rear Engine School Bus

Capable of supporting the specified 81-passenger body in a proper & safe manner. Body/chassis are to be designed, engineered & built in the U.S.A. by one manufacturer. This provides a fully compatible and totally integrated complete vehicle.

Bidder must be a valid franchised dealer for units bid in the State of California.

Vehicles bid shall meet All Applicable FMVSS & current California standards for school buses in affect at time of manufacture.

YEAR: 2021 (or Newer)

CHASSIS MFR: Blue Bird

MODEL: T3RE

BODY MFR: Blue Bird

MODEL: 3904s

CAPACITY: 81 Ambulatory

#### **VEHICLE DIMENSIONS:**

G.V.W.R. - 37,600# (35,100# CA) minimum

Wheelbase shall not exceed 259"

Front overhang (including bumper) 95"

Rear overhang (including bumper) 122"

Overall length (including bumpers) 476"

Overall height 128" maximum

Overall width 96" (excluding mirrors)

Headroom 77" minimum

G.V.W.R.: 37,600#

WHEELBASE: 259"

FRONT OH: 95"

REAR OH: 122"

OA LENGTH: 476"

OA HEIGHT: 128"

OA WIDTH: 96"

HEADROOM: 77"

#### **CHASSIS OPTIONS**

#### **AXLES:**

Front – 14,600# rating. Petroleum oil lubed wheel bearings. Include Hubcaps w/ window seals. Fabricated designed axle, with 50 degree turning angle.

**Rear** - 23,000# rating. Single reduction. Petroleum lubricant is required with 5.29 ratio, with oil lubed bearings.

COMPLY

October 2022

1

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
BRAKES - SERVICE:  Bendix two-piston, floating caliper Air Disc Brakes with Bendix air chambers at all four wheel positions shall be provided. The calipers shall have two inboard pistons which will force the inner pad into the 16.9" rotor while at the same, with further internal movement of the caliper, pull the outer brake pad into the rotor. The clamping action of the inner and outer pad shall apply braking force to the wheel. Pad material shall be Bendix. Brakes shall include ABS. Parking chamber on the rear axle shall be 24 SQ IN.  Provide electric air drain valves with controls located in driver's compartment and a Bendix AD-IP air dryer.  ESC — Electronic Stability Control shall be included.	COMPLY
BRAKES - EMERGENCY/PARKING: 30 sq. in. spring brake with treadle valve control. Separate instrument panel mounted valve for parking brake application.	COMPLY
BUMPERS: Styled front & rear bumpers shall each be die formed from single 3/16" steel plate & be 12" high after forming with 90° flanges top & bottom for strength. Front bumper shall include step holes for cleaning windshield. Rear bumper shall have a 14" wrap around at each side.	COMPLY
a. Electronic Throttle. b. Air brake pedal. c. Key type starter & stop switch. d. Headlight switch with rheostat dimmer for instrument lights with headlight "on" reminder buzzer when key is off. e. Hazard signal switch. f. Stalk-mounted Self-canceling directional signal switch. g. Driver switch panel located left side below window for easy access. Switches to be backlit rocker design. h. Hand applied Parking brake valve with warning light. i. Entrance door control, wired battery hot. j. Transmission shift control. k. Cruise control. l. Incremental hi-idle switch. m. Noise suppression switch. n. VGT Engine exhaust brake control switch.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
a. Engine start location switch required. Restricts vehicle starting either to driver area or engine compartment depending on switch position.  b. Engine start button.  c. Engine compartment light switch.	COMPLY
COOLING SYSTEM:  The cooling module shall be located on the right side at the rear of the vehicle and shall be an advanced Modine E-fan cooling module utilizing an aluminum tube-fin radiator and provide efficient cooling. The system shall have eight (8) electric, thermostatically controlled cooling fans and will be equipped with an integrated transmission oil cooler. The electric fans will feature a reverse function for self-cleaning the radiator and charge-air cooler. Silicone cooling hoses with constant torque clamps meet SAE J20, Class A Specifications & transmission fluid & Cummins Fleetguard, ES Compleat Coolant; Blue premix 50/50 providing anti-freeze protection to -34°F/-37°C with two year, 150,000 miles or 4000 hr. service intervals shall be provided.	COMPLY
<u>DRIVELINE:</u> Driveshaft with protective guard for shaft positioned toward the front half of the driveshaft. Spicer SPL-140, "lubed for life" driveline components.	COMPLY
ELECTRICAL SYSTEM:  Alternator – Leece Neville 12V, 350 amp or equivalent.  Battery – Three (3) Group 31, 12V negative ground with 2100 CCA minimum combined capacity. Batteries secured to frame mount roller tray with dual latches for securing tray in closed position with key lockable skirt access door. A master disconnect switch shall be included.  Body wiring to be color & number coded throughout. Wiring protected by fuses & manual circuit breakers. Exterior electrical access shall be below driver's window & include an outside latch & keyed lock. Chassis wiring located in engine area behind access cover.  Two spare 14 gauge body harness circuits to be provided for future use.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
ENGINE: Cummins L9 8.9L 300HP/860 Lb-ft. torque diesel engine designed to meet the current U.S. Phase 2 Greenhouse Gas Emissions Standards and Fuel Efficiency Standards set forth by the Environmental Protection Agency (EPA) and California Air Resources Board (CARB).  An air inlet manifold heater required to assist cold starting. An engine warning system with tell-tale warning on dash to alert driver of high engine temperature or low oil pressure shall be installed. Low coolant warning required. An electric hi-idle switch & cruise control switch shall be mounted on driver dash.  Engine shall use diesel particulate filter (DPF) exhaust aftertreatment, selective catalytic reduction (SCR). Provide road speed governor limiting the top speed to 65 MPH. A variable geometry turbo (VGT) exhaust brake to also be included.	COMPLY
EXHAUST SYSTEM: A robust Exhaust Gas Recirculation cooler & valve enhance thermal efficiency and reliability. Single Module™ aftertreatment system, 15 gallon Diesel Exhaust Fluid Tank system meeting the mandated emission standards.  Tailpipe to be cut flush with the bottom edge of the rear bumper, above the angle of departure and exit on street side.	COMPLY
FILTERS: Oil filter - Full flow by-pass spin-on. Air filter – Multi-stage filtration. Fuel filter - Spin-on type. Heated fuel/water separator. Coolant filter – Remote mount with 2 shut off isolation valves.	COMPLY
FRAME: Frame shall consist of dual "C" channels of 50,000 PSI steel each with dual insert liners of equal PSI strength, 142" long, centered to the rear axle for maximum stress tolerance. Resulting section modulus required shall be 19.6 Cu. In. and resistance to bending moment shall be 980,000 In. Lb. per rail minimum over area of maximum stress.  Sub-Frame shall consist of dual 50,000 PSI "C" channels with flanges turned outward and lowered 6.00" below the main frame to best accommodate the engine and related components.	COMPLY

	SPECIFICATION	BIDDER'S RESPONSE -
	Sub frame rails shall be 65" long and overlap the main rail	MUST COMPLY OR STATE DEVIATIONS IN FULL
an	d insert 24" where joining shall be reinforced with dual 3" x	
	1/4" thick angle iron and secured with Grade 8 "Huck-Spin"	
	rmanent fasteners.	
	The Section Modulus across the joining shall be 28.96 cu.	COMPLY
	/rail, and resistance to bending moment shall be 1,448,000	
	lb./rail.	
I kithtet ut t	All permanent fixtures on frame shall be attached with hi-	
	nsile strength "Huck-Spin" fasteners with swaged lock nuts.	
	EL TANK:	
	100-gallon draw fuel tank located between the chassis	
fra	me rails, equipped with sump and brass drain plug. Include	
	king right side spring loaded fuel filler door and plate in floor	
	access fuel tank sender.	COMPLY
1	Diesel Exhaust Fluid (DEF) tank capacity shall be 15 U.S.	
gal	lons and shall be located RH (curb) side, chassis mounted,	
ins	ide the engine access door and shall include a non-spring	
loa	ded locking fill door marked "DEF". A plate in the floor to	
acc	cess this tank shall also be provided.	
но	PRN:	
100	al electric with non-glare horn button emblem. Include an	COMPLY
	der floor air horn with foot control.	COMPLI
ING	STRUMENTS AND GAUGES - DRIVER'S AREA:	
a.	Speedometer w/Odometer & Tachometer.	
b.	Resettable trip odometer.	
c.	Ammeter, Engine hourmeter & Voltmeter gauge in LCD.	
d.	Fuel level gauge.	
e.	DEF level indicator located in LCD on dash cluster.	
f.	Oil pressure gauge & Coolant temperature gauges.	
g.	Dual air pressure gauge.	COMPLY
h.	Low pressure warn light & buzzer for dual air brake system.	Nation County Philipped County
i.	Engine exhaust brake activation notice in LCD on dash.	
j.	High beam indicator.	
k.	Right & left directional indicators.	
I.	Engine warning light & buzzer for low oil pressure/high	
	engine coolant temperature.	
m.	Transmission temperature gauge.	
n.	Accessory power socket.	
0.	Console mount, arm rest, LH side.	

October 2022 5

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
a. Oil pressure gauge. b. Tachometer.	COMPLY
SHOCK ABSORBERS: Direct acting, double action piston type. Two front & two rear.	COMPLY
STEERING: Full power TWR THP-60 integral steering with tilt/telescoping column and 18" four spoke padded steering wheel. Hydraulic pump shall be gear driven. Ignition to be keyed alike.	COMPLY
SUSPENSION – FRONT:  14,600# GAWRF at the ground. 2-Leaf 4" wide X 60" long, taper leave springs. Maintenance free rubber bushings each end of spring and at shackle bracket.  SUSPENSION – REAR:  23,000# capacity Hendrickson rear "Comfort Air" rear air ride suspension.	COMPLY
TIRES: Six (6) Factory Standard 12R 22.5 H - All position radials with highway tread.	COMPLY
TOW HOOKS: Two front & two rear frame mounted tow hooks.	COMPLY
TRANSMISSION: Allison automatic model PTS 3000, six speed with SEM. Provide a touch pad type shifter, which shall be ergonomically located for driver comfort and visibility. Transmission fluid shall be cooled by an integrated oil cooler. Synthetic transmission fluid.	COMPLY
VALVES:  1/4 turn globe valves to isolate coolant circulation to heaters from engine shall be included.	COMPLY
WHEELS: Six (6) Steel 22.5"X8.25", 10-stud hub pilot disc, single front, dual rear.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
BODY OPTIONS	
ACCESS PANELS:	
Electrical panel shall have a 27.5" x 21.75" friction hinged	
door located below the drivers window for access to wiring	
terminals, fuses, circuit breakers, and body electrical junction.	COMPLY
Provide two hinged doors located on both sides front of	COMPLY
vehicle providing access to wiper motors, windshield washer fill	
& power steering reservior. All access panels include keyed	
locked latches. Provide removable 18" x 22" access panel for	
top of the engine access at center rear interior davenport.	
COMPARTMENTS:	
Pass through Luggage & two (2) single luggage compartments,	
totaling approximately 126 cu ft. of under-body storage with	
gas springs & switch coltrolled lights. Rubber covered	3
compartment floors. Key locks on all doors.	COMPLY
Non-locking compartment above windshield in front	
header, 7" high x 48" wide.	
Driver's Left hand overhead locking storage compartment	
shall also be provided.	
CONSTRUCTION:	
Body parts must be rust-proofed after fabrication & before	
assembly.	
Floor panels shall be interlocking 14 ga. steel, welded at	
each joint with 3/16" angle iron reinforcement. The main floor	
cross members shall be full width of floor.	
14 ga. hat-shaped body bows one piece from floor line on	
one side to floor line on other side. Bows shall end and not	COMPLY
extend below floor level for maximum rollover strength.	COMPLY
Body sheet metal shall be fastened with buck rivets on	
exterior and blind rivets on interior.	
16 gauge exterior side panels shall be one piece from	
windowsills to bottom of skirt. 25 ¾" Skirts shall be extended.	
Four protective rub rails at window level, seat level, near	
floor level & bottom of skirt.	
Interior side panels shall be aluminized & hemmed from	
windowsill to top of seat rail with mar-resistant finish.	
One piece roof panels span the entire width of the bus from	
window top on one side to window top on other side for	
maximum strength & include embossed rain visors over side	
windows. Spliced roof sheets not acceptable.	

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
<u>Colorado Rack Test:</u> to verify the structural integrity of a school bus body design. Certification of Colorado Rack and Load testing from OEM shall be provided upon request.	
Kentucky Pole Test: Verify that interior panels above the passenger windows will not separate and expose sharp edges in the event of a crash. Certification of Kentucky Pole Test from OEM shall be provided upon request.	COMPLY
EMERGENCY EXITS:  Rear emergency tint window with self-contained air spring that holds open. 24.5" x 57.5" clear opening push-out.  Left side emergency door with tinted glass, buzzer & pilot light. Include header pad & retainer to hold doors open. All emergency exits shall have barrel vandal locks that when actuated, disable engine from starting.  Two (2) roof vent emergency exits shall be provided with exterior release.	COMPLY
ENGINE COMPARTMENT:  Engine compartment shall be located at rear to permit easy service access. Compartment separating engine area from passengers shall be double wall construction with fiberglass insulation layered in between for isolation of heat and noise.  Access to engine shall be provided by an aluminum perforated door top hinged, with gas lift assist cylinders.  Hinged 26" x 33" doors on right and left sides, for access to the radiator, air cleaner and other engine related components.	COMPLY
ENTRANCE DOOR: Air operated, outward-opening type with control at driver's right on switch panel. Include header pad & security lock.	COMPLY
FLOOR COVERING:  1/2" plywood attached with screws over 14 ga. steel. Black floor rubber, smooth under seats & ribbed in aisle. Entrance steps shall have white nosing. Aluminum aisle trim over joints in flooring, full body length. Molded rubber covers required over front & rear interior wheelhousings. Rounded rust proofed galvanized steel cove molding where floor meets wall.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
GLASS: Windshield - AS-1 tinted, non-glare, 2-piece curved safety glass. Side windows - 12" split sash in black frames. AS-3 dark tint side glass 31% light transmitting, tempered safety glass. Pushout windows – one left and one right, tint with buzzers. Rear Glass - AS-3 dark tint 31% light transmittant, tempered safety glass. Driver's Window - AS-2 light tint 70% light transmittant, laminated safety glass. Entrance Door Glass - AS-2 light tint 70% light transmittant, laminated safety glass. Side Emergency Door Glass – AS-3 dark tint 31% light transmittant, tempered safety glass.	COMPLY
<ul> <li>HEATER AND DEFROSTER: <ul> <li>a. 90,000 BTU front heater &amp; defroster with washable filter. Defroster shall be full length below driver's window &amp; windshield.</li> <li>b. 12,000 BTU front driver's heater.</li> <li>c. 50,000 BTU rear LH floor heater.</li> <li>d. Two (2) 6" auxiliary defroster fans.</li> <li>e. Electric heavy-duty water pump for heating system.</li> <li>f. Series type plumbing for the heater/defroster system for maximum heat &amp; for driver's field of vision and safety.</li> <li>g. Heater hoses to be Silicone with constant torque clamps.</li> <li>h. Electronically controlled water regulating valve.</li> </ul> </li> </ul>	COMPLY
INSULATION: Body to be insulated with 1-1/2" of polyester/fiberglass insulation in roof, roof bows, sides and ends. Driver's firewall shall also be insulated.  Provide perforated headlining panels full length.	COMPLY
LIGHTS:  a. Halogen hi/low beam headlights & daytime running lights. b. 4" LED combination Red stop/tail lights. c. 7" LED combination Red stop/tail lights. d. 7" LED front & rear Amber Directional lights. e. LED front & rear Side directional lights. f. 4" LED back-up lights. g. LED clearance/cluster & marker lights, wired battery hot.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
h. Eight lamp LED warning system with individual black hoods,	
wired battery hot.	
i. Two rows LED dome lights on separate switches for front	
half & rear half of rows, wired battery hot.	
j. Two LED Driver's dome lights with separate switches.	
k. LED Stepwell lights, wired to operate with ID lights with	COMPLY
entrance door open.	
Required reflectors.	
m. Strobe light, roof mount with pilot.	
n. Fog lights, front bumper area.	}
<ul> <li>Electric operated solid state stop arm with reflectorized</li> </ul>	
blade and flashing LED/Strobe lights, mounted rear.	
<ul> <li>p. All other lighting required to meet California standards.</li> </ul>	
MIRRORS:	
Interior: 6" X 30" with monitor and backup camera system.	
Exterior: Mirrors shall conform to FMVSS 111. Rosco Open	
View, ES Split mirror system, mounted to provide driver	COMPLY
maximum view. Include Rosco Eye-Max LP, asymmetric	COMPLI
crossview mirrors left & right. Mirror arms shall be black	
painted steel. All exterior mirrors are to be heated & Remote	*
controlled.	
MUD FLAPS:	
Behind front and rear wheels, both sides, extended.	200,474.44
Mud flaps in front of rear wheels shall also be provided.	COMPLY
Front & Rear rubber fenders to be included.	
PAINT & LETTERING:	
Exterior - Yellow.	
Roof - White.	
Rub Rails - Black.	
Wheels - Yellow.	COMPLY
Interior - White.	GOWILI
3M Diamond Grade reflective yellow vinyl tape: 1"	
minimum width strip surrounding each emergency exit.	
Lettering to California standards, supplied to vendor after	
award of bid to include District Name, CA # & Unit #.	
RADIO:	
AM/FM/USB MP3 Aux Port/PA installed with a minimum of	
eight (8) interior speakers & one (1) exterior speaker.	COMPLY
Include pre-wiring (only) for 2-way radio system (Do not	COMILLI
include 2-way radio).	
include 2-way lauloj.	

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SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
<ul> <li>SAFETY EQUIPMENT &amp; MISC:</li> <li>a. 24 unit first aid kit, in metal case.</li> <li>b. 5 lb dry fire extinguisher with hose, for Type A, B &amp; C classified fires.</li> <li>c. Triangle warning devices in container.</li> <li>d. 6" X 30" sun visor, Opaque.</li> <li>e. CHP certificate holder.</li> <li>f. Back-up alarm with 112 db.</li> <li>g. Hand held stop sign &amp; holder.</li> <li>h. Noise suppression switch.</li> <li>i. Driver's cup holder.</li> <li>j. Child Check safety system – EP1 (or) Equal.</li> </ul>	COMPLY
SEATS (Driver's): National "Premium" air suspension driver's seat meeting FMVSS 222. Fore, Aft & Vertical adjustments & dual shocks. Charcoal fabric & black carpet back. Driver's 3pt. retractable seat belt.	COMPLY
SEATS (Passenger):  39" LH & RH Student Safety Seats, designed & installed to meet all requirements of FMVSS 222. Blue vinyl fire retardant upholstery. Flip seat at side emergency door. All passenger seats to include 3 point safety belts as required by CA Title 13. Safety barriers with aluminized modesty panels in front of right & left front seats, upholstered to match seats.  SP: 30596 T3RE 3904, 81 CAP  BP: 5013370 T3RE 3904 259 HB	COMPLY
STEPWELL: Three (3) step galvanized steel entrance. Step treads with white non-abrasive nosing. 3" ribbed white rubber abrasive wear plate located at the floor level step of the entrance door.  Maximum riser height shall be 8-1/2". A stainless steel assist grab rail shall be installed at front & rear of stepwell.	COMPLY
UNDERCOATING: Body shall be fully undercoated under floor, skirt panels & wheel wells prior to mounting on chassis.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
VENTILATION: Static non-closing vent installed in forward roof body section.  Manual driver's fresh air vent on left by driver's feet. Heater intake on right front below windshield level electronically controlled.	COMPLY
WINDSHIELD WIPERS: Two dual speed electric motors with dynamic brake. Five intermittent settings & HI/Low single switch control. Pantograph-type, bottom mounted with remote control. Electric windshield washer with hard plastic 4-quart capacity reservoir located behind left front access door, washer outlets mounted on wiper arms.	COMPLY
REPAIR MANUALS:  Maintenance manual shall be provided to include wiring diagrams. Parts and service manuals shall be provided online.	COMPLY
<ol> <li>WARRANTY: Enclose a copy of limited warranty statements:</li> <li>Five (5) years or 100,000 miles: Cummins engine standard limited warranty.</li> <li>Five (5) years unlimited miles: Allison transmission standard limited warranty.</li> <li>One (1) year/12,000 miles: Factory standard limited warranty.</li> </ol>	*See Attached Manufacturers Standard Warranty Statements

SPECIFICATION ADDITIONAL AVAILABLE OPTIONS:		BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
1.) Wheelbase/Body Options:	1a.) 273" - 4006 body	*All options subject to compatibility
Try White industry Body Options.	1b.) 245" - 3802 body	Add \$ 668 Deduct \$ 501
	- 10 = 200 U	548 - 50 - 30 IV - 891V
	1c.) 217" - 3510 body	Deduct \$ 1,403
*Capacity subject to change.	1d.) 189" - 3306 body	Deduct \$ 2,204
*Capacity subject to change.  1d.) 189" - 3306 body  2.) ELECTRIC ENGINE & DRIVETRAIN PACKAGE:  EV Package to include fully integrated system with OEM bus provider. Batteries shall be lithium ion with nickel manganese cobalt (NMC) chemistry. Battery temperature to be maintained through an active thermal liquid cooled system, prolonging cell life. Batteries to be protected in a steel cage that runs between the frame rails for optimal safety with manual service disconnects (MSDs) easily accessible & labeled for first responders. Total battery capacity must equate to 100+ mile range with demonstrated efficiency rates provided. Battery warranty to provide 8 years, 125,000 miles, or 160,000 kWh of gross discharge throughput, whichever occurs first, with capacity at end of warranty of at least 70% of the initial usable capacity. All electric related drivetrain components to be warrantied for 5 years or 100,000 miles.  Bus shall be capable of AC level-2 charging at 19.2 kWh with a SAE J-1772 connector and DC level-3 charging at a minimum of 50 kWh through a CCS-1 charge port, with level-3 bidirectional flow for vehicle-to-grid (V2G) capability. The electric system shall be designed to be compatible with ISO 15118-2 and DIN 70121 communication interface standards and		Add \$ 225,000
designed to operate per IEC 61851.  be between 550-705 V to allow for	compatibility with high	
speed heavy-duty vehicle charging infrastructure. Charge port should be located at rear of bus. A variable speed noise generator should be included to warn pedestrians of the bus's approach.		.5
Exhaust, transmission, and other components may be modified and/or removed to satisfy the requirements of the Electric drivetrain package.		

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
3.) EV – ELECTRIC OPTIONS:	Add & Second
3a.) Front EV charging port in Lieu of standard rear	Add \$ 651
3b.) J1772 Portable charging adapter - Standard	Add \$ 799
3c.) High-powered J-1772 Portable charging adapter	Add \$ 999
3d.) Telematics portal access to receive live telematics updates on the bus – Each 1 Year Subscription (*A Multiple year subscription for multiple buses may also be purchased – multiply Add \$ cost by # of years required)	Add \$3,000 First year / Hardware Included \$2,000 Per year/ Annual License
3e.) Double LH luggage compartment w/shocks & lights (Only available with Roof (or) no AC system)	Add \$ 2,105
3f.) Inwall Skirt mount AC system for EV	Add \$ 18,384
3g.) Inwall Roof mount AC system for EV	Add \$ 19,824
3h.) Transit style Inline Roof mount AC system for EV (Valeo REVO (or) Equal)	Add \$ 25,000
3i.) Reduced EV battery capacity	Deduct \$ 18,000
3j.) Extended EV battery capacity	Add \$ 35,000
3k.) Cold-weather package for EV model	Add \$ 4,966
3l.) Paint bumper green (or) blue	Add \$ 822
3m.) Paint wheels green (or) blue	Add \$ 1,332
4.) CNG – COMPRESSED NATURAL GAS:  4a.) Cummins L9 8.9L/280horsepower/900 lb. ft. torque compressed natural gas engine meeting US EPA, CARB, Title 13 and current emission requirements.  NFPA 52 approved system with four (15x78) 20 year rated Fuel tank cylinders. Fuel fill locations with fuel door Interlocks, Four compatible luggage compartments with switch controlled lights included.	Add \$ 35,000
4b.) Dual CNG fuel fill locations – Specify Front or Rear *Included with Option 4a.) above.	Add \$ Included in 4a.) above Specify location at time or order
5.) <u>Cummins L9 8.9L Diesel Engines:</u> 5a.) 260 hp/720 lb-ft torque	Deduct \$ 2,894
5b.) 270 hp/800 lb-ft torque	Deduct \$ 1,021

SPECII	FICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
6.) Cummins B 6.7L Diesel Engines: 6a.) 260 hp/660 lb-ft torque		Deduct \$ 8,433
6b.) 280 hp/660 lb-ft torque		Deduct \$ 6,611
	6c.) 300 hp/660 lb-ft torque	Deduct \$ 5,483
7. Fire Suppression:	7a.) Fog Maker	Add \$ 4,476
	7b.) Amerex	Add \$ 5,400
8.) Engine Block heater		Add \$ 188
9.) Allison 3000 PTS/SEM tran	smission with retarder	Add \$ 8,828
10.) Allison 2500 PTS/SEM tra	nsmission	Deduct \$ 4,293
11.) Telma retarder		Add \$ 13,284
12.) Suspension:	12a.) Spring Rear suspension	Deduct \$ 1,023
(*Requires	12b.) Front Air ride suspension rear air suspension as provided on base bid)	Add \$ 836
13.) <u>Tires/Spare Tire:</u>	13a.) Premium Tire Upgrade (6)	Add \$ 2,950
	13b.) 11R Tires (6)	Deduct \$ 665
	13c.) Low-profile Tires (6)	Deduct \$ 659
	13d.) Spare Tire 12R	Add \$ 875
	13e.) Spare Tire 11R	Add \$ 805
	13f.) Spare Tire Low Profile	Add \$ 735
14.) Wheels/Spare Wheel:	14a.) Aluminum wheels (6)	Add \$ 3,195
	14b.) Spare Steel wheel	Add \$ 380
	14c.) Spare Alum wheel	Add \$497
15.) Front mounted spare tire carrier		Add \$ 716
16.) On-spot tire chains		Add \$ 4,499
17.) 60-gallon fuel capacity		Deduct \$ 370
18.) Air drum brakes		Deduct \$ 1,968
19.) Adjustable pedals		Add \$ 1,336
20.) Bendix AD-9 air dryer		Add \$ 328

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
21.) Manual air drain valves	Deduct \$ 414
22) Replace primary & secondary gauges with 10# gauges	Add \$ 1,102
23.) ATC – Automatic Traction Control	Add \$ 588
24.) Delete ESC – Electronic Stability Control (Some models)	Deduct \$ 649
25.) Collision Mitigation: 25a.) Passive alert system	Add \$ 2,842
25b.) Active alert system	Add \$ 7,640
26.) Batteries: 26a.) Two 8D batteries	Add \$ 174
26b.) Standard slider battery compartment	Deduct \$ 405
27.) Alternators: 27a.) 210 amp alternator	Deduct \$ 113
27b.) 420 amp alternator	Add \$ 1,453
28.) Heater: 28a.) EPDM heater hoses with CT clamps	Reduct Add \$208
28b.) Additional 50K BTU floor mount heater	Add \$749
29.) Mirrors: 29a.) Heated only exterior mirrors	Deduct \$ 81
29b.) Delete heated & remote mirrors	Deduct \$ 391
30.) Add reflective tape sides & rear	Add \$ 321
31.) Camera & Specialty Systems:	
31a.) Standard 3 head camera system, installed	Add \$ 3,322
31b.) Additional camera head - Each	Add \$ 571
31c.) Delete backup camera/mirror system	Deduct \$ 408
31d.) EP2 Child check safety system (or) equal (Standard system-Programming not included)	Add \$ 460
31e.) Zonar, Standard system installed	Add \$ 1,872
31f.) Z-Pass & Tablet for Zonar system	Add \$ 1,134
31g.) WiFi router & antenna	Add \$ 1,446
31h.) 12v USB power ports for each passenger	Add \$ 2,226
31i.) 360 Degree camera system, installed	Add \$ 3,820
<u>(</u> 7	

SPECIFICATION		BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
32.) <u>Lights:</u> 32a.) Delete LED light package: Ir Stop/Tail, Directional Fron Backup lights (Incandescent/Halogen	t/Rear/Sides &	Deduct \$ 259
32b.) Delete LED 8way warning li (Incandescent/Halogen p	70 .vvvv	Deduct \$ 667
32c.) Delete LED interior Dome li (Incandescent provided)	ghts	Deduct \$ 515
32d.) Delete Strobe light w/pilot		Deduct \$ 168
32e.) Delete Fog lights in front b	umper area	Deduct \$ 332
33.) Stainless steel stepwell upgrade		Add \$ 728
34.) Floor: 34a.) 5/8" treated ply	wood	Add \$ 841
34b.) Tan (or) Dark G 34c.) Stud Step Tread	ray floor rubber	Add \$ 414 Add \$ 521
35.) Delete full length acoustic headlining		Deduct \$ 741
36.) Electric entrance door control		Deduct \$ 299
37.) Add RH emergency exit & Delete push/out windows		Add \$ 1,064
38.) <u>Luggage:</u> 38a.) Delete passthru luggage compartment		Deduct \$4,758
38b.) Delete single luggage c	ompartment	Each Deduct \$ 836
38c.) Add Double luggage co	mpartment	Each Add \$ 2,179
39.) <u>Driver's Seat:</u> 39a.) Manual driver's seats ILO air controlled		Deduct \$ 351
39b.) Heated air driver's seat		Add \$ 159
40.) 3pt Floor Mount Seats:	40a.) 45"	Add Each \$ N/A
	40b.) 39"	Add/Deduct Each \$ 663
	40c.) 36"	Add Each \$ 728
*Capacity subject to change.	40d.) 30"	Add Each \$ 661
41.) 3pt Seats with "Child Restraint" positions:	41a.) 45"	Add Each \$ N/A
	41b.) 39"	Add Each \$ 1,175
¢ .	41c.) 36"	Add Each \$ 1,450
*Capacity subject to change.	41d.) 30"	Add Each \$ 1,069

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
42.) <u>3pt Track Mount Seats:</u> 42a.) 45"	Add Each \$ N/A
42b.) 39"	Add Each \$ 869
42c.) 36"	Add Each \$ 781
*Capacity subject to change. 42d.) 30"	Add Each \$ 734
43.) <u>Fire Block Upholstery</u> : Black, Brown, Burgundy, Gray, Green, or Teal in lieu of standard Blue	Add \$ N/C
44.) Barriers: 44a.) Barrier in lieu of Flip Seat	Deduct \$ 660
*Capacity subject to change. 44b.) Track mounted barrier	Add \$ 255
45.) School Activity Bus: *Capacity subject to change. 45a.) School Activity seats w/fabric upholstery & 3pt belts	Add \$ 1,167 Each
45b.) Interior parcel racks LH & RH full length	Add \$ 5,574
45c.) Add row of dome lights down center aisle ceiling	Add \$ 546
45d.) Front & Rear flip visors & flip signs	Add \$ 1,218
45e.) Standard Video DVR & 4 flip down monitors (Not available with interior parcel racks)	Add \$ 8,440
45f.) Delete 8 way warning lights & stop arm, paint exterior white for MFSAB Multi Function School Activity Bus (All other school bus requirements to be included)	Deduct \$ 295
46.) Special Needs Equipment: *Capacity subject to change. 46a.) Lift door & Braun W/C lift & pad kit	Add \$ 7,560
46b.) Lift door & Ricon W/C lift & pad kit	Add \$ 8,381
46c.) Wheelchair position, L-Track	Add Each \$ 1,050
46d.) Q-Straint Retractable W/C tiedowns	Add Each set \$ 682
46e.) Surelok Retractable W/C tiedowns (*WC Tiedown sets Include Lap & Shoulder belts)	Add Each set \$ 682
47.) Air Conditioning: *Luggage capacity may be affected 47a.) InWall Freeblow skirt mount	Add \$ 10,788
47b.) Ducted skirt mount	Add \$ 14,938
47c.) InWall Freeblow roof mount	Add \$ 12,904
47d.) Ducted roof mount	Add \$ 15,790

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SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
47e.) A/C upgrade Transit style Freeblow roof mount system	Add \$ 20,859
47f.) A/C upgrade Transit style Ducted roof mount system	Add \$ 24,395
47g.) Compressor upgrade in lieu of standard	Add \$ 3,564
47h.) Dash A/C (or) Mid-ship evap Add on — Specify which *All A/C options require 350 amp alternator minimum	Add \$ 1,217
48.) HEPA Air purifying filtration system	Add \$ 3,403
49.) Software:  49a.) Charge management software service package for EV to maintain bus charging levels and minimize cost — Each 1 Year Subscription  (*A Multiple year subscription for multiple buses may also be purchased — multiply Add \$ cost by # of years required)	Add \$ 4,500 First year / Hardware Included \$ 3,000 Per year / Annual License
49b.) Cummins software, cable & one year subscription	Add \$ 1,326
49c.) Allison software, cable & one year subscription	Add \$ 2,190
49d.) Lap top computer	Add \$ 1,800
49e.) Manual package	Add \$ 690
50.) Extended Warranty:	
50a.) 2 year extended limited warranty	Add \$ 961
50b.) 3 year extended limited warranty	Add \$ 1,416
50c.) 5 year extended limited warranty	Add \$ 3,660
50d.) 1 year tow extended limited warranty	Add \$ 1,169
50e.) 2 year tow extended limited warranty	Add \$ 2,049
50f.) 3 year tow extended limited warranty	Add \$ 2,931
50g.) 5 year AC system extended limited warranty	Add \$ Standard AC - \$3,840 Transit AC - \$5,900
50h.) 7 year Cummins diesel extended limited warranty	Add \$ 3,860
50i.) Extended EV model warranty	Add \$ 15,000
51.) <u>Tech training class</u> : 51a.) 4 hour class	Add \$ 800
51b.) 8 hour class	Add \$1,200
(*Multiple day classes may also be purchased  – multiply Add \$ cost by # of days required)	*51c.) OnLine Module Training available @ no co

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
52.) EV Charging Stations:	
52a.) AC Level-2 Charging station with pedestal	Add \$ 4,595
52b.) AC Level-2 Connected charging station with pedestal	Add \$ 6,950
52c.) DC Level-3 Charging station	Add \$ See below
52d.) DC Level-3 Charging station capable of V2G Bi-directional flow	Add \$ See below

52c.) Add \$44,950 - 50 kwh

\$52,950 - 75 kwh

\$62,950 - 100 kwh

\$92,950 - 175 kwh

52d.) Add \$62,950 - 75 kwh

\$72,950 - 100 kwh

\$99,950 - 175 kwh

\*Specify which system at time of order

\*Specify which system at time of order



1900 S. Riverside Ave. Colton CA 92324 (800) 437-5522 https://a-zbus.com



Brandon Bluhm bbluhm@a-zbus.com (909) 709-7004

Quote #21919

November 3, 2021

2021 (or) Newer Blue Bird T3RE 3904

Customer:

Waterford Unified School District

Mailing

219 N. Reinway Avenue

Address:

Bldg. 2

Waterford, CA 95386

Attn:

Phone:

Email:

Quantity:

1

GVWR:

37,600#

Engine:

L9 300HP

Fuel Type: Fuel Port:

Standard 81 Amb

Diesel

Capacity: AC:

N/A

Wheelbase:

259"

Transmission: Allison 3000PTS/SEM

Suspension:

Spring/Air

Brakes:

Air Disc Blue

Upholstery:

WC Lift:

N/A

#### **Body Content**

- Emerg Equip Compart Front Overhead
- Luggage Single Right Side Mid-Mount Compt 16 cubic feet
- Locking Battery Compart Door
- Vandal Lock Rear Emerg Win
- Sliding Bolt Vandal Lock Side Emerg Door
- Forward Grabrail
- Emergency Door Left 28 inch
- Mud Flaps Rear
- Rear wheel front flaps
- Mud Flaps w/logo Rear
- Mud Flap Extension Rear
- Rubber Fenders Rear
- Rubber Fenders Front
- Floor 1/2" Plywood

- Floor Plywood Screwed Down
- Acoustic Headlining Full Length
- Lettering Emerg. Door Arrows
- Lights Day Run Lights w/park brake deactive
- Yellow Entrance Door
- Paint NSB Yellow Exterior
- Black Blue Bird Logo
- Paint Bright White Roof 12.5"
- Driver 3pt belt Black
- Visor Left Arcylic Adjust., Opaque
- 2 Piece Curved Tinted Wndshld
- 77" Headroom
- Air Horn Mounted Under Floor
- Aux. Fan Upper Left 6"

A-Z Bus Sales, Inc.

Quote #21919 - R27 11/03/2021

- Aux. Fan Upper Center 6"
- Vent, Advantage, Standard
- Driver's 12k Heater
- 50k Left Rear Floor Heater
- Dome Lights LED
- LED 8 Way Lights Amber/Red
- Warning Flashing Pilot Light Right
- Strobe Light 4ft from Rear
- Clear LED Strobe Light
- Radio W/ PA System
- 8 Speaker Deluxe System w/wiring
- Pre-Wire 2Way Radio Center Dash
- Stop Arm LED Strobe Cluster
- Stop Arm Location Rear
- Backing Safety Horn 112DB
- Rubrails Full Width Black
- Interior Paint Astro White
- Rearview 6X30 Int. Mirror w/monitor
- Remote Ctrl Rearview Mirror
- Heated Mirror Ext 15 Min Timer
- Exterior Open View Split System Mirror
- Crossview Eye-Max Mirror
- Pre-Wire Video Monitor System
- Modesty Panel Barrier Ent. Door
- Modesty Panel Left Driver Barrier
- National Air Prem Mor-Dura Charcoal Driver Seat
- Right Driver Seat Armrest
- 39" High Back Barrier
- Barrier Blue Fire Block
- Seat,39", Flat,3-PT Belt,Convert

- Seat,39",Flat,3-PT Belt, Full FM,Convert
- Seat,39",Flat,3-PT Belt, Davenport
- Seat,39,Flat,Flip,3-PT Belt,Convert
- Cup Holder
- Arm Rest Driver's Console
- Overhead Storage Locking
- Galvanized Stepwell
- Entrance Door Outward Open Air
- Door Control Air Power Mom. Switch 2-Pos
- Security Lock Entrance Door
- Rear Emergency Window
- Black Rubber Floor
- Vinyl Ribbed Steptread
- Vinyl Black Steptread
- Ent. Door Barrier Handrail 3.25"-5.25"
- Stepwell Light LED, ADA
- Dark Tint Temp Rear Emerg Window
- 12" S/S Temp Tint P/O Window Black Frame
- Driver Green Lam. Window Black Frame
- Rear Emerg Window Buzzer
- Left Emerg Door Buzzer
- Mid P/O Window Buzzer
- 12" S/S Tint Lam Window Black Frame
- Warranty, Bronze 2/10
- Back-Up Camera
- Delete Roof Hatch Buzzer
- Roller Tray Battery Compt Chas Mntd
- All American Rear Engine, 259" Wheelbase

#### Chassis Content

- Accessory Pwr Socket w/Cap
- Performace TCM Program Allison Transmission
- Air Disc Brakes
- Bendix AD-IP Air Dryer
- Steel Rear Bumper
- 12" Steel Front Bumper
- Cruise Control

- 350 amp alternator
- 3 Group 31 Batteries
- Governor, 65 MPH
- Engine Emissions Control, 2021
- Cooper 12R22.5 LRH, RM230 HH Tires
- Front Tow Hooks
- Rear Tow Hooks

A-Z Bus Sales, Inc.

Quote #21919 - R27 11/03/2021

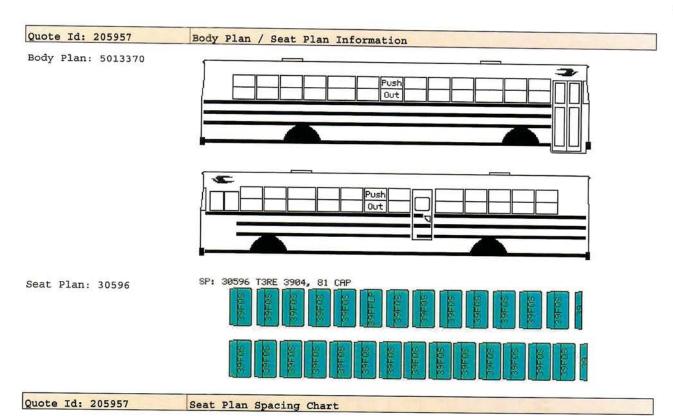
- Yellow Steel Wheels 8.25x22.5/5HH
- Electronic Stability Control

Exhaust VGT

#### Dealer Added Content

- Lettering
- Hand held stop sign & holder
- FE/FAK/Decals CA specs

- EP1 Child check safety system CA spec
- Electric air drain valves w/controls in drivers compt
- Fog lights in front bumper area



# Waterford Unified School District

219 Reinway Avenue, Bldg 2 P.O. Box 270 Waterford, CA 95386 (209) 874-1809

#### Bid #01/22 "School Bus(es)"

Date: 11/3/2021			
The undersigned, having carefully read the	at the District forms a contract upon acceptance of this bid.  ne Notice To Bidders as published on October 14, 2021, and , hereby proposes to furnish in strict conformity with said		
One or more – Description:	Blue Bird All American Front Engine		
Capacity:	84 Ambulatory		
Cost (excluding sales tax)	\$ 174,465.03 + Sales Tax		
Estimated Delivery Date:	240-180 Days ARO		
Note: Pursuant to Public Contract Code Sections 20118 and 20652, the Bidding Agency may allow other Public Agencies in the State of California (Including but not limited to: Kern, San Bernardino, Orange, San Diego, Riverside, Los Angeles, Monterey, Fresno, and Santa Barbara Counties) to purchase equipment and supplies under the same terms and conditions. The Bidding Agency waives its rights to require other Districts to draw their warrants in favor to this District and authorizes each District to make payment directly to the successful Bidder. The Bidding Agency agrees to waive payment of reasonable costs per Public Contract Code Section 20118. We understand the District reserves the right to reject any and all bids, and to waive any irregularity of informalities in any bids or in the bidding process.			
Name of Bidder:	A-Z Bus Sales, Inc.		
Signed by:	gh Illa		
Name & Title:	John Landherr / President & CEO		
Address:	1900 S. Riverside Avenue		
	Colton, CA 92324		
Phone:	951-781-1841		
Fax:	951-781-9806		

jlandherr@a-zbus.com

Email:

#### **SPECIFICATION**

BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL

The specifications that follow are minimum basic requirements. Bidder must list any deviations from these specifications. If bidder claims item "Meets or Exceeds" specifications, documentation must be provided with bid to substantiate claim. Failure to do so will result in rejection of your bid and/or product for non-compliance.

# 2021 Model Year (or Newer) Transit Style Front Engine School Bus

Capable of supporting the specified 84-passenger body in a proper & safe manner. Body/chassis are to be designed, engineered, & built in the U.S.A. by one manufacturer. This provides a fully compatible and totally integrated complete vehicle.

Bidder must be a valid franchised dealer for units bid in the state of California.

Vehicles bid shall meet All Applicable FMVSS & current California standards for school Buses at time of manufacture.

YEAR: 2021 (or Newer)

CHASSIS MFG: Blue Bird

MODEL: T3FE

BODY MFG: Blue Bird

MODEL: 3909s

CAPACITY: 84 Ambulatory

#### VEHICLE DIMENSIONS:

G.V.W.R. - 37,600# (35,100# CA) minimum Wheelbase shall not exceed 232"

Overall length (including bumpers) 479"

Overall height 128" maximum

Overall width 96" (excluding mirrors)

Headroom 77" minimum

G.V.W.R.: 37,600#

WHEELBASE: 232"

OVERALL LENGTH: 479"

OVERALL HEIGHT: 128"

OVERALL WIDTH: 96"

HEADROOM: 77"

#### CHASSIS OPTIONS

#### AXLES:

Front – 14,600# rating. Petroleum oil lubed wheel bearings. Include Hubcaps w/ window seals. Fabricated designed axle, with 50 degree turning angle.

Rear - 23,000# rating. Single reduction. Petroleum lubricant is required with 5.29 ratio, with oil lubed bearings.

COMPLY

#### **BRAKES - SERVICE:**

Bendix two-piston, floating caliper Air Disc Brakes with Bendix air chambers at all four-wheel positions shall be provided. The calipers shall have two inboard pistons which will force the inner pad into the 16.9" rotor while at the same, with further internal movement of the caliper, pull the outer brake pad into the rotor. The clamping action of the inner and outer pad shall apply braking force to the wheel. Pad material shall be Bendix. Brakes shall include ABS. Parking chamber on the rear axle shall be 24 SQ IN.

COMPLY

October 2022

1

SPECIFICATION  Provide electric air drain valves with controls located in driver's compartment and a Bendix AD-IP air dryer.  ESC: Electronic Stability Control shall be included.	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL  COMPLY
BRAKES - EMERGENCY/PARKING: Internal expanding, transmission mounted, 9" diameter x 3" wide, with hand release.	COMPLY
BUMPERS: Styled front & rear bumpers shall each be die formed from single 3/16" steel plate & be 12" high after forming with 90° flanges top & bottom for strength. Front bumper shall include step holes for cleaning windshield. Rear bumper shall have a 14" wrap around at each side.	COMPLY
a. Electronic Throttle. b. Air brake pedal. c. Key type starter & stop switch. d. Headlight switch with rheostat dimmer for instrument lights with headlight "on" reminder buzzer when key is off. e. Hazard signal switch. f. Stalk mounted self-canceling directional signal switch. g. Driver switch panel located left below driver window for easy access. Switches to be backlit rocker design. h. Hand applied parking brake valve with warning light. i. Entrance door control wired battery hot. j. Transmission shift control. k. Cruise control. l. Incremental hi-idle switch. m. Noise suppression switch. n. VGT Engine exhaust brake control switch.	COMPLY
COOLING SYSTEM:  Charge air & down-flow radiator shall be mounted in tandem at vehicle front. A 25" dia. nylon cooling fan with nine blades equipped with an electronically controlled viscous fan clutch driven by polyvee fan belt with spring loaded tensioner with fan controlled by Engine ECM shall be provided. Clutch will allow the fan to spin at continuous "coast" speed & ramp up & down depending on the need for cooling, determined by the engine ECM.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
Silicone cooling hoses meeting SAEJ20, Class A requirements with constant torque clamps. Transmission fluid cooled by 2,100 BTU/Min. heat exchanger external to radiator.  Engine coolant shall be ES Compleat Coolant, Ethylene Glycol; Blue premix 50/50 provides anti-freeze protection to - 34° F. two years/150,000 miles or 4000 hr. service intervals.	COMPLY
DRIVELINE: Driveshaft with protective guard for each section of shaft. Rear driveshaft section to be protected with two guards. Spicer SPL-70, "lubed for life" driveline components.	COMPLY
ELECTRICAL SYSTEM: Alternator – Leece Neville 12V, 280 Amp (or) approved equal.	
Battery – Three (3) Group 31, 12V negative ground with 2100 CCA minimum combined capacity. Batteries secured to frame mount roller tray with dual latches for securing tray in closed position with key lockable skirt access door. A master disconnect switch shall be included.  Body wiring to be color & number coded throughout. Wiring protected by fuses & manual reset circuit breakers. Exterior electrical access shall be below driver's window & include an outside latch & keyed lock.  Two spare 14 gauge body harness circuits to be provided for future use.	COMPLY
ENGINE: Cummins B-6.7L diesel engine with 280HP/660 lb-ft torque shall be provided, designed to meet the U.S. Phase 2 Greenhouse Gas Emissions Standards & Fuel Efficiency Standards set forth by the Environmental Protection Agency (EPA) & California Air Resources Board (CARB). Engine shall use diesel particulate filter (DPF) exhaust after-treatment, selective catalytic reduction (SCR). Provide road speed governor limiting the top speed to 65 MPH. A variable geometry turbo (VGT) exhaust brake to also be included.	COMPLY
EXHAUST SYSTEM:  Primary DPF/SCR exhaust system to be provided with tailpipe exiting through rear bumper roadside.	COMPLY

	SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
Oil f Air f Fue	TERS:  Filter - Full flow disposable.  Filter – Dry type.  I filter - Spin-on type.  I/water separator.	COMPLY
9.63 S inse prov	mE: rame shall consist of dual "C" channels of 50,000 PSI steel h with dual insert liners of equal PSI strength ¼" thick with B" web with 3" flanges. lection modulus required shall be 10.1 in. cu. Sub-frame is letted into mainframe over areas of maximum stress to levide 18.5 in. cu. Section modulus. Ill permanent fixtures on frame shall be attached with Hissile strength "Huck-Spin" fasteners with swaged lock nuts.	COMPLY
100- rails plat D entr	L TANK: -gallon fuel capacity with fuel tank located between frame s. A locking right hand fuel filler door & sender inspection e shall also be provided. Diesel Exhaust Fluid (DEF) tank shall be located behind the rance door. Fill door marked "DEF". 15-gallon capacity imum.	COMPLY
	RN: I electric with non-glare horn button emblem. ude an underfloor air horn with foot control.	COMPLY
a. b. c. d. e. f. g. h. i. j. k. l. o. October	Speedometer w/odometer & Tachometer. Resettable trip odometer. Ammeter & Engine hourmeter & Voltmeter gauge in LCD. Fuel level gauge. DEF level indicator located in LCD on dash cluster. Oil pressure & Coolant temperature gauges. Dual air pressure gauge. Low pressure light & buzzer for dual brake system. Engine exhaust brake activation notice in LCD on dash. High beam indicator. Right & left directional indicators. Engine warning light & buzzer for low oil pressure/high engine coolant temperature. Transmission temperature gauge. Accessory power socket & Digital clock. Console mounted arm rest, LH side.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
SHOCK ABSORBERS: Direct acting, double action piston type. Two front & two rear.	COMPLY
STEERING: Full power TWR THP-60 integral steering with tilt/telescoping column and 18" four spoke padded steering wheel. Hydraulic pump shall be gear driven. Ignition to be keyed alike.	COMPLY
SUSPENSION FRONT:  14,600# GAWRF at the ground. 2-Leaf 4" wide X 60" long, taper leave springs. Maintenance free rubber bushings each end of spring and at shackle bracket.  SUSPENSION REAR:  23,000# capacity Hendrickson "Comfort Air" rear air ride suspension.	COMPLY
TIRES: Six (6) Factory standard 12R22.5 H All position radials with highway tread.	COMPLY
TOW HOOKS: Two front & two rear frame mounted tow hooks.	COMPLY
TRANSMISSION: Allison, Series 2500 automatic five speed and fully electronic is required. Shall be equipped with auxiliary in-line filter. Synthetic transmission fluid to be provided. Transmission to be set to performance mode.	COMPLY
VALVES:  1/4 turn globe valves to isolate coolant circulation to heaters from engine shall be included.	COMPLY
WHEELS: Six (6) Steel 22.5" X 8.25", 10 stud, hub-pilot disc, single front, dual rear.	COMPLY
BODY OPTIONS	
ACCESS PANELS: Fiberglass engine hood with top having a marine texturized non-skid surface. Hinged access door on engine hood for access for routine daily engine inspections & service shall be provided. Pivoting/removable front grill providing access to coolant level sight glass & radiator fill.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
27.5" x 21.75" friction hinged door to be located exterior below driver's window for access to body electrical junction, terminals & fuses.  27.5" x 15" hinged door to be located below electrical panel door to access chassis PDU box.  Provide two hinged doors located on LH & RH sides of vehicle at front providing access to wiper motors, windshield washer reservoir, power steering reservoir, air restriction indicator.  Service access to the air intake screen to be located through a hole in the right-hand side of the front bumper.	COMPLY
COMPARTMENTS:  Double, RH & LH mid-mount luggage, Key lock, gas cylinders, & compartment lights to be included.  Non-locking compartment above windshield in front header, 7" high x 48" wide.  Driver's left hand overhead locking storage compartment shall also be provided.	COMPLY
Body parts must be rust-proofed after fabrication & before assembly.  Floor panels shall be interlocking 14 ga. steel, weld joined.  Main floor crossmembers to be formed when the floor sections meet. Joints immediately fore & aft of rear axles shall be reinforced with 3/16" thick steel angle 2.25"x 1.38"x96.8/4" wide. Both main & auxiliary crossmembers shall support the full width of the floor.  14 ga. hat-shaped body bows one piece from floor line on one side to floor line on other side. Bows shall end and not extend below floor level for maximum roll-over strength.  Body sheet metal shall be fastened with buck rivets on exterior and blind rivets on interior.  16 ga. exterior side panels shall be one piece from windowsills to bottom of skirt. Skirts shall be 25 ¾" extended. Four protective rub rails at window, seat, floor & skirt levels. Interior side panels shall be aluminized & hemmed from windowsill to top of seat rail with mar-resistant finish.  One-piece roof panels span the entire width of the bus from window top on one side to window top on other side for maximum strength & include embossed rain visors over side windows. Spliced roof sheet not acceptable.	COMPLY

CDECIFICATION	BIDDER'S RESPONSE –
SPECIFICATION	MUST COMPLY OR STATE DEVIATIONS IN FULL
<u>Colorado Rack Test:</u> To verify the structural integrity of a school bus body design. Certification of Colorado Rack and Load testing from OEM shall be provided upon request.	
<u>Kentucky Pole Test:</u> Verify that interior panels above the passenger windows will not separate and expose sharp edges in the event of a crash. Certification of Kentucky Pole Test from OEM shall be provided upon request.	COMPLY
EMERGENCY EXITS:  Rear door with upper & lower glass & Left side exit door with tinted glass, buzzers & pilot light. Include header pads & retainers to hold doors open. All emergency exits shall have barrel vandal locks that when actuated, disable engine from starting.  Four emergency push-out windows, two LH & two RH side, with vertical hinges, buzzers & instruction decals to be provided.  Two (2) roof vent emergency exits shall be provided with an exterior release.	COMPLY
ENTRANCE DOOR: Air operated, outward-opening type with control on driver's switch panel. Include header pad & security lock.	COMPLY
FLOOR COVERING:  1/2" plywood attached with screws over 14 ga. steel. Black floor rubber, smooth under seats & ribbed in aisle. Entrance steps shall have white nosing. Aluminum aisle trim over joints in flooring, full body length. Molded rubber covers required over interior wheel housings. Rounded rust proofed galvanized steel cove molding where floor meets wall.	COMPLY
GLASS: Windshield - AS-1 tinted, non-glare, 2-piece curved safety glass. Side & Push-out Windows - 12" split sash in black frames. AS-3 dark tint side glass 31% light transmitting, tempered safety glass. Design must permit interior replacement of window latches without removing the window. Driver's Window - AS-2 light tint 70% laminated safety glass. Entrance Door glass AS-2 light tint 70% laminated safety glass. Rear & Side Emergency Door Glass & rear vision panel glass 31% dark tint tempered safety glass.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
HEATER AND DEFROSTER:  a. 90,000 BTU front heater & defroster with washable filter.    Defroster shall be full length below driver's window &    windshield.  b. 12,000 BTU front driver's heater. c. 50,000 BTU rear LH floor mount heater. d. Two (2) 6" auxiliary defroster fans. e. Electric heavy-duty water pump for heating system. f. Series type plumbing for the heater/defroster system for maximum heat & for driver's field of vision and safety. g. Heater hoses to be silicone with constant torque clamps. h. Electronically controlled water regulating valve.	COMPLY
INSULATION: Body to be insulated with 1-1/2" of polyester/fiberglass insulation in roof, roof bows, sides and ends. Driver's firewall shall also be insulated.  Provide perforated headlining panels full length.	COMPLY
LIGHTS:  a. Halogen hi/low beam headlights & daytime running lights. b. 4" LED combination Red stop/tail lights. c. 7" LED combination Red stop/tail lights. d. 7" LED front and rear Amber Directional lights. e. LED front and rear Side directional lights. f. 4" LED back-up lights. g. LED clearance/cluster & marker lights, wired battery hot. h. Eight lamp LED warning system with individual black hoods, wired battery hot. i. Two rows LED dome lights on separate switches for front half & rear half of rows, wired battery hot. j. Two LED Driver's dome lights with separate switches. k. LED Stepwell lights, wired to operate with ID lights with entrance door open. l. Required reflectors. m. Strobe light, roof mount with pilot. n. Fog lights, front bumper area. o. Electric operated solid state stop arm with reflectorized blade and flashing LED/Strobe lights, mounted rear. P. All other lighting required to meet California standards.	COMPLY

	SPECIFICATION	BIDDER'S RESPONSE –
Ļ		MUST COMPLY OR STATE DEVIATIONS IN FULL
0.00	MIRRORS:  nterior - 6" X 30" with monitor and backup camera system.	
V m cı	iew, ES Split mirror system, mounted to provide driver naximum view. Include Rosco Eye-Max LP, asymmetric rossview mirrors left & right. Mirror arms shall be black ainted steel. All exterior mirrors are to be heated & remote	COMPLY
C	ontrolled.	
B	MUD FLAPS: ehind front and rear wheels, both sides, extended. Mud flaps in front of rear wheels shall also be provided. ront & Rear rubber fenders to be included.	COMPLY
100	AINT AND LETTERING: xterior - Yellow.	
R	oof White. ub Rails - Black. Vheels - Yellow.	
В	nterior - White. umpers - Black. 3M diamond Grade reflective yellow vinyl tape: 1" minimum	COMPLY
	width strip surrounding each emergency exit.  Lettering to California standards, supplied to vendor after award of bid to include District Name, CA # and Unit #.	
A o	ADIO: M/FM/USB MP3 Aux port/PA installed with a minimum eight f eight (8) interior speakers & one (1) exterior speaker. Include re-wiring (only) for 2-way radio system (Do not include 2-way adio).	COMPLY
-	AFETY EQUIPMENT & MISC:	
a.		
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c.	를 가면 없었다. 사람들은 사람들은 가는 그러면 아니라를 보고 있는 사람들이 되었다면 하다면 하다면 하다면 하다면 하다면 하다면 하다면 하다면 하다면 하	
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f.		
g.		
۱ ۱	A PARTICIPATION OF THE PARTICI	
i.   j.	Driver's cup holder. Child Check safety system – EP1 (or) Equal.	
,		

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
SEATS (Driver's): National "Premium" air suspension driver's seat meeting FMVSS 222. Fore, Aft & Vertical adjustments & dual shocks. Charcoal fabric & black carpet back. Driver's 3pt. retractable seat belt.	COMPLY
SEATS (Passenger):  39" LH & RH Student Safety Seats, designed & installed to meet all requirements of FMVSS 222. Blue vinyl fire retardant upholstery. Flip seat at side emergency door. All passenger seats to include 3-point safety belts as required by CA Title 13. Safety barriers with aluminized modesty panels in front of right & left front seats, upholstered to match seats.	COMPLY
SP: 30775 T3FE 3909, 84 CAP    SS	
STEPWELL: Three (3) step G90 galvanized steel entrance angled toward center aisle with stepwell protection and rubber covered steps with white nosing to meet National Standards. Maximum riser height shall be 8-1/2". A handrail shall be installed at rear (left side) & front (right side) of stepwell.	COMPLY
UNDERCOATING: Body shall be fully undercoated under floor, skirt panels and wheel wells prior to mounting on chassis.	COMPLY
VENTILATION: Static non-closing vent installed in forward body section on roof. Manual driver's fresh air intake on left by driver's feet.	COMPLY
WINDSHIELD WIPERS: Two, dual speed electric motors with dynamic brake. Five intermittent settings & HI/Low single switch control. Pantograph-type, bottom mounted with remote control. Electric windshield washer with hard plastic 4-quart capacity reservoir located behind left front access door, washer outlets mounted on wiper arms.	COMPLY

SPECIFICATION REPAIR MANUALS:	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL	
Maintenance manual shall be provided to include wiring diagrams. Parts and service manuals shall be provided online.	COMPLY	
WARRANTY: Enclose a copy of bus manufacturer's limited warranty.		
<ol> <li>Five (5) years or 100,000 miles: Cummins engine standard limited warranty.</li> <li>Five (5) years unlimited miles: Allison transmission standard limited warranty.</li> </ol>	COMPLY See Attached Manufacturers	
3. One (1) year/12,000 miles: Factory standard limited warranty.	Standard Warranty Statements	
	^	

SPE	CIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
<b>ADDITIONAL AVA</b>	ALABLE OPTIONS:	*All options subject to compatibility
1.) Wheelbase Options:	1a.) 211" WB – 3800 (or) 3603 body	Deduct \$ 701
	1b.) 190" WB – 3508 (or) 3406 body	Deduct \$ 1,702
	7. 7. (1.)	.8
00 0 00 0	1c.) 169" WB – 3107 body	Deduct \$ 3,206
*Capacity subject to change.	1d.) 141" WB – 2903 body	Deduct \$ 4,107
2.) <u>ELECTRIC ENGINE &amp; DI</u>	RIVETRAIN PACKAGE:	Add \$ 225,000
provider. Batteries shall be cobalt (NMC) chemistry. Be through an active thermal life. Batteries to be protect the frame rails for optimal disconnects (MSDs) easily responders. Total battery range with demonstrated warranty to provide 8 year gross discharge throughput capacity at end of warrant capacity. All electric related warrantied for 5 years or a Bus shall be capable of the strength of th	AC level-2 charging at 19.2 kWh with	
a SAE J-1772 connector are of 50 kWh through a CCS-directional flow for vehicle system shall be designed to and DIN 70121 communic designed to operate per II be between 550-705 V to speed heavy-duty vehicle should be located at rear	and DC level-3 charging at a minimum 1 charge port, with level-3 bi- e-to-grid (V2G) capability. The electric to be compatible with ISO 15118-2 ation interface standards and EC 61851. System voltage range shall allow for compatibility with high charging infrastructure. Charge port of bus. A variable speed noise ded to warn pedestrians of the bus's	
an entrodition of the profit of the first of the state of	and other components may be to satisfy the requirements of the	

	SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
	3.) <u>EV – ELECTRIC OPTIONS:</u> 3a.) Front EV charging port in Lieu of standard rear	Add \$ 651
	3b.) J1772 Portable charging adapter - Standard	Add \$ 799
	3c.) High-powered J-1772 Portable charging adapter	Add \$ 999
	3d.) Telematics portal access to receive live telematics updates on the bus – Each 1 Year Subscription (*A Multiple year subscription for multiple buses may also be purchased – multiply Add \$ cost by # of years required)	Add \$3,000 First year / Hardware Included \$ 2,000 Per year / Annual License
	3e.) Double LH luggage compartment w/shocks & lights (Only available with Roof (or) no AC system)	Add \$ 2,105
	3f.) Inwall Skirt mount AC system for EV	Add \$ 18,384
	3g.) Inwall Roof mount AC system for EV	Add \$ 19,824
	3h.) Transit style Inline Roof mount AC system for EV (Valeo REVO (or) Equal)	Add \$ 25,000
_	3i.) Reduced EV battery capacity	Deduct \$ 18,000
ĺ	3j.) Extended EV battery capacity	Add \$ 35,000
	3k.) Cold-weather package for EV model	Add \$ 4,966
	31.) Paint bumper green (or) blue	Add \$ 822
	3m.) Paint wheels green (or) blue	Add \$ 1,332
	4.) Cummins B 6.7L Diesel Engine:  4a.) 260 hp / 660 lb-ft torque  *(Requires Allison 2500 (or) 3000 transmission)	Deduct \$ 1,822
	4b.) 250 hp / 660 lb ft torque *(Requires Allison 2500 (or) 3000 transmission)	Deduct\$ 2,313
	4c.) 240 hp / 560 lb-ft torque *(Requires Allison 2500 transmission—on base bid)	Deduct \$ 4,186
	4d.) 220 hp / 520 lb-ft torque *(Requires Allison 2500 transmission-on base bid)	Deduct \$ 4,647
	4e.) 200 hp / 520 lb-ft torque *(Requires Allison 2500 transmission-on base bid)	Deduct \$ 5,178
1	5.) Gasoline Engine & Fuel system: Ford 7.3L V8 350 HP engine with Ford 6R140 six speed automatic transmission. FMVSS 301 fuel integrity standards compliant fuel tank to be located in rear overhang behind rear axle. Selection of this option replaces engine, transmission, exhaust, cooling system, fuel system and related diesel engine components.	NXXXX Add \$25,000
^	etoher 2022	

SP	ECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
6.) Propane engine & f	uel system: Ford 7.3L V8 engine 350	Add \$ 35,000
horsepower engine with Ford 6R140 six speed automatic transmission. Euro fuel fill connector located on right side behind rear axle. Fuel system to include two (2) infinitely variable fuel pumps located in in fuel tank and fuel filters going into fuel tank and from fuel tank to engine. Fuel tank to be located in rear overhang behind rear axle and fuel system to comply with FMVSS301 and CMVSS301.1 fuel integrity standards and NFPA.  Selection of this option replaces engine, transmission, exhaust system, cooling system, fuel system and related diesel engine components.		*6a.) Low Nox option - Add \$7,500
7.) Transmission Allis	on 3000 PTS/SEM transmission in lieu of	Add \$ 5,724
	omatic transmission on base bid	Add \$ 3,724
*Compatibl	e with some engine models	
8.) Fire Suppression:	8a.) Fog Maker	Add \$ 4,476
	8b.) Amerex	Add \$ 5,400
9.) Engine block heate	r	Add \$ 188
10.) Suspension:	10a.) Rear spring suspension	Deduct \$ 1,023
*(Requires	10b.) Front Air Ride Suspension Rear air ride suspension as provided on base bid)	Add \$ 836
11.) <u>Tires/Spare Tire:</u>	11a.) Premium Tire Upgrade (6)	Add \$ 2,950
	11b.) 11R 22.5 Tires (6)	Deduct \$ 665
	11c.) 10R 22.5 Tires (6)	Deduct \$ 665
	11d.) Lo-profile Tires (6)	Andrix Deduct \$659
l.	11e.) Spare Tire 12R	Add \$ 875
	11f.) Spare Tire 10R (or) 11R	Add \$ 805
	11g.) Spare Tire Low Profile	Add \$ 735
12.) Wheels/Spare Wh	eels: 12a.) Aluminum wheels (6)	Add \$ 3,195
	12b.) Spare Steel Wheel	Add \$ 380
1	12c.) Spare Aluminum wheel	Add S 495
13.) Front mounted sp	are tire carrier	Add \$ 722

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
14.) On-spot tire chains	Add \$ 4,499
15.) 60-gallon fuel capacity	Deduct \$ 370
16.) Brakes: 16a.) Hydraulic brakes *(Subject to compatibility)	Deduct \$ 2,539
16b.) Air drum brakes	Deduct \$ 1,702
17.) Adjustable pedals	Add \$ 1,336
18.) Bendix AD-9 air dryer	Add \$ 328
19.) Manual air drain valves	Deduct \$ 414
20.) Replace primary & secondary gauges with 10# gauges	Add \$ 1,102
21.) ATC – Automatic Traction Control	Add \$ 588
22.) Delete ESC – Electronic Stability Control (Some models)	Deduct \$ 649
23.) Collision Mitigation: 23a.) Passive alert system	Add \$ 2,842
23b.) Active alert system	Add \$ 7,640
24.) <u>Batteries:</u> 24a.) Two 8D batteries	Add \$ 174
24b.) Standard slider battery compartment	Deduct \$ 405
25.) Alternators: 25a.) 210 amp alternator	Deduct \$ 320
25b.) 325 amp alternator	Add \$ 186
26.) <u>Heaters:</u> 26a.) EPDM heater hose w/CT clamps	Add \$ 208
26b.) Additional 50K BTU Floor mount	Add \$ 749
26c.) 40K BTU Rear Wall mount	Add \$ 174
26d.) 80K BTU Rear Wall mount	Add \$ 448
27.) Mirrors: 27a.) Heated only exterior mirrors	Deduct \$ 81
27b.) Delete heated & remote mirrors	Deduct \$ 391
28.) Add reflective tape sides & rear	Add \$ 321
29.) <u>Camera &amp; Specialty Systems:</u> 29a.) Standard 3 head camera system, installed	Add \$ 3,322
29b.) Additional camera head - Each	Add \$ 571
29c.) Delete backup camera/mirror system	Deduct \$ 408

SPECIFICATION	BIDDER'S RESPONSE -
29d.) EP2 Child check safety system (or) equal	MUST COMPLY OR STATE DEVIATIONS IN FULL Add \$ 460
(Standard system - Programming not included)	, 323
29e.) Zonar, Standard system installed	Add \$ 1,872
29f.) Z-Pass & Tablet for Zonar system	Add \$ 1,134
29g.) WiFi router & antenna	Add \$ 1,446
29h.) 12v USB power ports for each passenger	Add \$ 2,226
29i.) 360 Degree camera system, installed	Add \$ 3,820
30.) Lights: 30a.) Delete LED light package: Including	Deduct \$ 259
Stop/Tail, Directional Front/Rear/Sides & Backup lights (Incandescent/Halogen provided)	
30b.) Delete LED 8way warning lights & stop arm	Deduct \$ 667
(Incandescent/Halogen provided)	
30c) Delete LED interior Dome lights	Deduct \$ 515
(Incandescent provided)	Deduct \$ 168
30d.) Delete Strobe light w/pilot	Deduct \$ 332
30e.) Delete Fog lights in front bumper area	
31.) Stainless steel stepwell upgrade	Add \$ 728
32.) Floor: 32a.) 5/8" treated Plywood	Add \$ 841
32b.) Tan (or) Dark Gray floor rubber 32c.) Stud Step Treads	Add \$ 414 Add \$ 521
33.) Delete full length acoustic headlining	Deduct \$ 741
34.) Side Panels: 34a.) 16 Ga. Ext. side panels w/19 ¾" skirts	Deduct \$ 265
34b.) 20 Ga. Std side panels w/16.25" skirts	Deduct \$ 891
35.) Electric operated entrance door	Deduct \$ 299
36.) Add RH emergency exit & Delete push/out windows	Add \$ 1,064
37.) <u>Luggage Compartments:</u>	
37a.) Delete/Add Double Mid-mount luggage compt - Each	Deduct /Add \$ 1,331
37b.) Single Rear overhang compt w/lights - Each	Add \$ 1,416
37c.) Single Mid-mount compt w/lights – Each	Add \$ 1,115

	SPECIFICATION		BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
	38.) <u>Driver's Seat:</u> 38a.) Manual driver's seat in lieu of air controlled		Deduct \$ 351
	38b.) Heated air driver's seat		Add \$ 159
	39.) 3pt Floor Mount Seats:	39a.) 45"	Add Each \$ N/A
		39b.) 39"	Add/Deduct Each \$ 663
		39c.) 36"	Add Each \$ 728
-	*Capacity subject to change	39d.) 30"	Add Each \$ 661
	40.) 3pt Seats with "Child Restraint" positions:	40a.) 45"	Add Each \$ N/A
		40b.) 39"	Add Each \$ 1,175
		40c.) 36"	Add Each \$ 1,450
	*Capacity subject to change.	40d.) 30"	Add Each S 1,069
	41.) 3pt Track Mount Seats:	41a.) 45"	Add Each \$ N/A
		41b.) 39"	Add Each \$ 869
		41c.) 36"	Add Each \$ 781
	*Capacity subject to change	41d.) 30"	Add Each \$ 734
	42.) <u>Fire Block Upholstery</u> : Black, Brown, Burgund Green, or Teal in lieu of st		Add \$ N/C
	43.) Barriers: 43a.) Barrier in lieu of	Flip seat	Deduct \$ 660
	43b.) Track mounted I	barrier	Add \$ 255
	44.) School Activity Bus: *Capacity subject to 44a.) School Activity seats w/fabric upholstery	AND CONTRACTOR OF THE PARTY OF	Add \$ 1,167 Each
	44b.) Interior parcel racks LH & RH full length		Add \$ 5,574
	44c.) Add row of dome lights down center aisl	e ceiling	Add \$ 546
	44d.) Front & Rear flip visors & flip signs		Add \$ 1,218
	44e.) Standard Video DVR & 4 flip down monitors (Not available with interior parcel racks)		Add \$ 8,440
(	44f.) Delete 8way warning lights & stop arm, p white for MFSAB Multi-Function School (All other school bus requirements to be i	Activity Bus	Deduct \$ 295

SPECIFICATION	BIDDER'S RESPONSE -	
45.) Special Needs Equipment:  45a.) Flat floor without rear wheelwells (Requires Rear air suspension provided on bid & requires Option 14c.) Lo-profile tires)	Add \$ 175	
45b.) Lift door & Braun W/C lift & pad kit	Add \$ 7,560	
45c.) Lift door & Ricon W/C lift & pad kit	Add \$ 8,381	
45d.) Wheelchair position, L-Track	Add Each \$ 1,050	
45e.) L-Track LH side, full length	Add \$ 5,296	
45f.) L-Track RH side, full length	Add \$ 5,296	
45g.) Q-Straint Retractable W/C tiedowns	Add Each set \$ 682	
45h.) Surelok Retractable W/C tiedowns (*WC Tiedown sets Include Lap & Shoulder belts)	Add Each set \$ 682	
46.) Air Conditioning: *Luggage capacity may be affected 46a.) InWall Freeblow skirt mount	Add \$ 10,788	
46b.) Ducted skirt mount	Add \$ 14,938	
46c.) InWall Freeblow roof mount	Add \$ 12,904	
46d.) Ducted roof mount	Add \$ 15,790	
46e.) A/C Upgrade Transit style Freeblow roof mount system	Add \$ 20,859	
46f.) A/C Upgrade Transit style Ducted roof mount system	Add \$ 24,395	
46g.) Compressor upgrade in lieu of standard	Add \$ 3,564	
46h.) Dash AC (or) Mid-ship evap Add on — Specify which *All A/C options require 280 amp alternator minimum	Add \$ 1,217	
47.) HEPA Air purifying filtration system	Add \$ 3,403	
48.) Software:  48a.) Charge management software serviced package for EV to maintain bus charging levels and minimize cost — Each 1 Year Subscription (*A Multiple year subscription for multiple buses may also be purchased — multiply Add \$ cost by # of years required)	Add \$ 4,500 First year / Hardware Included \$ 3,000 Per year / Annual License	
48b.) Cummins software, cable & one year subscription	Add \$ 1,326	
48c.) Allison software, cable & one year subscription	Add \$ 2,190	
48d.) Lap top computer	Add \$ 1,800	
48e.) Manual package	Add \$ 690	

SPECIFICATION	BIDDER'S RESPONSE — MUST COMPLY OR STATE DEVIATIONS IN FULL
49.) Extended Warranty:	
49a.) 2 year extended limited warranty	Add \$ 961
49b.) 3 year extended limited warranty	Add \$ 1,416
49c.) 5 year extended limited warranty	Add \$ 3,660
49d.) 1 year tow extended limited warranty	Add \$ 1,169
49e.) 2 year tow extended limited warranty	Add \$ 2,049
49f.) 3 year tow extended limited warranty	Add \$ 2,931
49g.) 5 year AC system extended limited warranty	Add \$ Standard AC -\$3,840
49h.) 7 year Cummins diesel extended limited warranty	Transit AC - \$5,900 Add \$ 3,860
49i.) Extended EV model warranty	Add \$ 15,000
50.) <u>Tech training class</u> : 50a.) 4 hour class	Add \$ 800
50b.) 8 hour class	Add \$ 1,200
(*Multiple day classes may also be purchased  — multiply Add \$ cost by # of days required)	*50c.) OnLine Module Training available @ no cost
51.) EV Charging Stations:	
51a.) AC Level-2 Charging station with pedestal	Add \$ 4,595
51b.) AC Level-2 Connected charging station with pedestal	Add \$ 6,950
51c.) DC Level-3 Charging station	Add \$ See below
51d.) DC Level-3 Charging station capable of V2G Bi-directional flow	Add \$ See below

51c.) Add \$44,950 - 50 kwh

\$52,950 - 75 kwh

\$62,950 - 100 kwh

\$92,950 - 175 kwh

51d.) Add \$62,950 - 75 kwh

\$72,950 - 100 kwh

\$99,950 - 175 kwh

\*Specify which system at time of order.

\* Specify which system at time of order.



1900 S. Riverside Ave. Colton CA 92324 (800) 437-5522 https://a-zbus.com



Brandon Bluhm bbluhm@a-zbus.com (909) 709-7004

Quote #21920 November 3, 2021

2021 (or) Newer Blue Bird T3FE 3909

Customer:

Waterford Unified School District

Mailing

219 N. Reinway Avenue

Address:

Bldg. 2

Waterford, CA 95386

Attn:

Phone:

Email:

Quantity:

1

GVWR:

35,600#

Engine:

B 6.7L 280HP

Fuel Type:

Diesel

Fuel Port: Capacity:

Standard 84 Amb

AC:

N/A

Wheelbase:

232"

Transmission: Allison 2500 PTS/SEM

Suspension:

Spring/Air

Brakes:

Air Disc

Upholstery:

Blue

WC Lift:

N/A

#### **Body Content**

- EMERGENCY EQUIPMENT CMPT, UPR FRONT
- Double,RHMM,Luggage,28.40 CU.FT.
- Double,LHMM,Luggage,28.40 CU.FT.
- Locking Battery Compart Door
- Sliding Bolt Vandal Lock Right Emerg
- Sliding Bolt Vandal Lock Side Emerg Door
- Forward Grabrail
- Emerg Door L 28 in
- Mud Flaps Rear
- Rear wheel front flaps
- Mud Flaps w/logo Rear

- Mud Flap Extension Rear
- Rubber Fenders Rear
- Rubber Fenders Front
- Floor 1/2" Plywood
- Floor Plywood Screwed Down
- Acoustic Headlining Full Length
- Lettering Emerg. Door Arrows
- Lights Day Run Lights w/park brake deactive
- Paint NSB Yellow Exterior
- Black Blue Bird Logo
- Paint Bright White Roof 12.5"
- Side Panel 16 ga 25 3/4 skirt
- Driver 3pt belt Black
- Visor Left Arcylic Adjust., Opaque

A-Z Bus Sales, Inc.

Quote #21920 - R21 11/03/2021

- 2 Piece Curved Tinted Wndshld
- 77" Headroom
- Aux. Fan Upper Left 6"
- Aux. Fan Upper Center 6"
- Vent, Advantage, Standard
- Driver's 12k Heater
- 50k Left Rear Floor Heater
- Dome Lights LED
- LED 8 Way Lights Amber/Red
- Warning Flashing Pilot Light Right
- · Strobe Light 4ft from Rear
- Clear LED Strobe Light
- Radio W/ PA System
- 8 Speaker Deluxe System w/wiring
- Pre-Wire 2Way Radio Center Dash
- Stop Arm LED Strobe Cluster
- Stop Arm Location Rear
- Backing Safety Horn 112DB
- Rubrails Full Width Black
- Interior Paint Astro White
- Rearview 6X30 Int. Mirror w/monitor
- Remote Ctrl Rearview Mirror
- Heated Mirror Ext 15 Min Timer
- Exterior Open View Split System Mirror
- Crossview Eye-Max Mirror
- Pre-Wire Video Monitor System
- Modesty Panel Barrier Ent. Door
- Modesty Panel Left Driver Barrier
- National Air Prem Mor-Dura Charcoal Driver Seat
- Right Driver Seat Armrest

- 39" High Back Barrier
- Rebond Seat Cushion Pad
- · Barrier Blue Fire Block
- Cup Holder
- Arm Rest on Driver's Console
- Overhead Storage Locking
- Galvanized Stepwell
- Entrance Door Outward Open Air
- Door Control Air Power Mom. Switch 2-Pos
- Security Lock Entrance Door
- Rear Emerg. Door 2 Window
- Black Rubber Floor
- Vinyl Ribbed Steptread
- Vinyl Black Steptread
- Ent. Door Barrier Handrail 22.75"-23.25"
- Stepwell Light LED, ADA
- 12" S/S Temp Tint P/O Window Black Frame
- Driver Green Lam. Window Black Frame
- Rear Emerg Door Buzzer
- Left Emerg Door Buzzer
- Mid P/O Window Buzzer
- 12" S/S Tint Lam Window Black Frame
- Back-Up Camera
- Roller Tray Battery Compt Chas Mntd
- ALL AMERICAN
- SEAT,39", FLAT,3-PT BELT,CONVERT
- SEAT,39",FLAT,3-PT BELT, FULL FM,CONVERT
- SEAT,39,FLAT,FLIP,3-PT BELT,CONVERT

#### **Chassis Content**

- Air Horn Under Floor Mount
- Performace TCM Program Allison Transmission
- Suspension, Air, Rear, Hendrickson, 23.5K
- Exhaust VTG
- Air Disc Brakes
- Bendix AD-IP Air Dryer

- Steel Rear Bumper
- 12" Steel Front Bumper
- Cruise Control
- Hose, Cooling, Silicone, W/Const Torque Clamp
- 280 amp Brushless Alternator
- 3 Group 31 Batteries

A-Z Bus Sales, Inc.

Quote #21920 - R21 11/03/2021

- Governor, 65 MPH
- Engine, Cummins, B6.7, DSL, 280HP@660 LB-FT
- Engine Emissions Control, 2021
- Tailpipe Through Bumper
- 100 Gallon Diesel Fuel System Right Fill
- Tire, Cooper, 12R22.5, LRH, RM230 HH
- Front Tow Hooks
- Rear Tow Hooks
- Yellow Steel Wheels 8.25x22.5/5HH
- Electronic Stability Control
- Accessory Pwr Socket w/Cap

#### Dealer Added Content

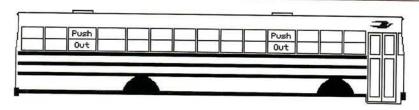
- Lettering
- Hand held stop sign & holder
- FE/FAK/Decals CA specs

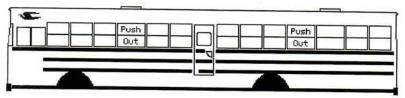
- EP1 Child check safety system CA spec
- Electric air drain valves w/controls in drivers compt
- Fog lights in front bumper area

#### Quote Id: 205959

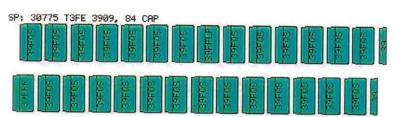
Body Plan / Seat Plan Information

Body Plan: 5015164





Seat Plan: 30775



Quote Id: 205959

Seat Plan Spacing Chart

## Waterford Unified School District

219 Reinway Avenue, Bldg 2 P.O. Box 270 Waterford, CA 95386 (209) 874-1809

#### Bid #01/22 "School Bus(es)"

Date:11/3/2021		
The undersigned, having carefully read the	at the District forms a contract upon acceptance Notice To Bidders as published on October 14, 2, 4, 4, 5, 4, 5, 6, 6, 7, 7, 8, 9, 10, 10, 10, 10, 10, 10, 10, 10, 10, 10	2021, and
One or more – Description:	Blue Bird Vision Conventional	-
Capacity:	75 Ambulatory	-
Cost (excluding sales tax)	\$ 152,326.68 + Sales Tax	<u>= 1</u> 1
Estimated Delivery Date:	240-180 Days ARO	
the State of California (Including but not limited Monterey, Fresno, and Santa Barbara Counties) conditions. The Bidding Agency waives its right and authorizes each District to make payment dipayment of reasonable costs per Public Contract	s 20118 and 20652, the Bidding Agency may allow other Puto: Kern, San Bernardino, Orange, San Diego, Riverside, Lito purchase equipment and supplies under the same terms to to require other Districts to draw their warrants in favor irrectly to the successful Bidder. The Bidding Agency agreet Code Section 20118. We understand the District reserves arity of informalities in any bids or in the bidding process.	os Angeles, s and to this District es to waive
Name of Bidder:	A-Z Bus Sales, Inc.	2
Signed by:	3/1/00	± •2
Name & Title:	John Landherr / President & CEO	
Address:	1900 S. Riverside Avenue	
-	Colton, CA 92324	•
Phone:	951-781-1841	e:
Fax:	951-781-9806	g F

jlandherr@a-zbus.com

Email:

#### **SPECIFICATION**

BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL

The specifications that follow are minimum basic requirements. Bidder must list any deviations from these specifications. If bidder claims item "Meets or Exceeds" specifications, documentation must be provided with bid to substantiate claim. Failure to do so will result in rejection of your bid and/or product for non-compliance.

2021 Model Year (or Newer) Conventional Style School Bus

Capable of supporting the specified 75-passenger body in a proper & safe manner. Body/chassis are to be designed, engineered & built in the U.S.A. by one manufacturer. This provides a fully compatible and totally integrated complete vehicle.

Blue Bird BBCV 3310 model chassis or equal.

Bidder must be a valid franchised dealer for units bid in the state of California.

Vehicles bid shall meet **All Applicable FMVSS & current California** standards for school buses in affect at time of manufacture.

YEAR: 2021 (or Newer)

CHASSIS MFG: Blue Bird

MODEL: BBCV

BODY MFG: Blue Bird

MODEL: 3310s

CAPACITY: 75 Ambulatory

**VEHICLE DIMENSIONS:** 

G.V.W.R. - 33,000#'s minimum

Wheelbase shall not exceed 273"

Overall length (including bumpers) 478"

Overall height 128" maximum

Overall width 96" (excluding mirrors)

Headroom 77" minimum

G.V.W.R.: 33,000#

WHEELBASE: 273"

OA LENGTH: 478"

OA HEIGHT: 128"

OA WIDTH: 96"

HEADROOM: 77"

**AXLES**:

Front - 12,000# rating. Petroleum oil lubed wheel bearings. Include Hubcaps w/ window seals. Integrated designed axle, with 50 degree turning angle.

**Rear** - 23,000# rating. Hypoid, single reduction. Petroleum lubricant is required with 6.17 ratio. With oil lubed bearings.

COMPLY

**BRAKES - SERVICE:** 

Bendix two-piston, floating caliper Air Disc Brakes with Bendix air chambers at all four-wheel positions shall be provided. The calipers shall have two inboard pistons which will force the inner pad into the 16.9" rotor while at the same, with further internal movement of the caliper, pull the outer brake pad into the rotor. The clamping of the inner and outer pad applies braking force to the wheel. Pad material shall be Bendix. Brakes shall include ABS. Parking chamber on the rear axle shall be 24 SQ IN.

COMPLY

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL	
Provide electric air drain valves with controls located in driver's compartment and a Bendix AD-IP air dryer.	COMPLY	
ESC - Electronic Stability Control shall be included.		
BRAKES - EMERGENCY/PARKING:  30 sq. in. spring brake system with treadle valve control. Instrument panel mounted valve for parking brake application.	COMPLY	
BUMPERS: Front – Contoured steel 3/16" thick, 15" high at outer left and right 1/3 of bumper, and 12" high after forming at center middle 1/3. 1" flanges at top and bottom. Include folding cowl step.  Rear – One piece, 3/16" thick steel plate, 12" high after forming, with 1" flange at top and bottom. 14" wraparound at rear corners with single frame bracing.	COMPLY	
a. Electronic Throttle. b. Air brake pedal. c. Key type start & stop switch. d Headlight switch with rheostat dimmer for instrument lights with headlight "on" reminder buzzer when key is off. e. Hazard signal switch. f. Stalk mounted self-canceling directional signal switch. g. Driver switch panel located left side below driver window for easy access. Switches to be backlit rocker design. h. Hand applied Parking brake valve with warning light. i. Entrance door control wired battery hot. j. Transmission shift control. k. Cruise control. l. Incremental hi-idle switch. m. Noise suppression switch. n. VGT Engine exhaust brake control switch.	COMPLY	
COOLING SYSTEM:  Charge air and down-flow radiator shall be mounted in tandem at vehicle front and include a 25" dia. nylon cooling fan with nine blades. The fan clutch will be an electromagnetic "Full-on/Fully-Off" type, driven by poly-v fan belt with spring loaded tensioner; Fan to be controlled by Engine ECM.	COMPLY	

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
The clutch is to be maintenance-free offering the benefit of quicker engine warm-up during cold-climate operation since the fan spins only when it is needed. Silicone coolant hose with constant torque clamps to be provided. Hoses must meet SAE J20, Class A specification by application. Transmission fluid to be cooled by 2,100 BTU/Min. heat exchanger external to radiator.  Engine coolant shall be Cummins Fleetguard ES Compleat. Blue	COMPLY
premix 50/50 provides anti-freeze protection to -34° F with two years/150,000 miles or 4,000 hr. service intervals.	
DRIVELINE: Driveshaft with protective guard for each section of shaft. Rear driveshaft section to be protected with two guards. Spicer SPL-70, "lubed for life" driveline components.	
ELECTRICAL SYSTEM: Alternator – Leece Neville 12V, 280 amp or equivalent.	
Battery – Three (3) Group 31, 12V negative ground with 2100 CCA minimum combined capacity. Batteries secured to frame mounted on roller tray with dual latches for securing tray in closed position accessed by key lockable skirt access door. A master disconnect switch shall be included.  COMPLY	
Body wiring to be color & number coded throughout. Wiring protected by fuses & manual reset circuit breakers. Multiplex chassis & body wiring modules with LCD readout in driver's dash area and diagnostic LED readout on multiplex module.	
Two spare 14 Gauge circuits with wiring in body harness to be Provided for future use.	
ENGINE: Cummins B-6.7L diesel engine with 260HP/660 lb-ft torque shall be provided, designed to meet the U.S. Phase 2 Greenhouse Gas Emissions Standards & Fuel Efficiency Standards set forth by the Environmental Protection Agency (EPA) & California Air Resources Board (CARB).	COMPLY
Engine shall use diesel particulate filter (DPF) exhaust after- treatment, selective catalytic reduction (SCR). Provide road speed governor limiting the top speed to 65 MPH. A variable geometry turbo (VGT) exhaust brake to also be included.	

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL	
EXHAUST:  Primary DPF/SCR exhaust system to be provided with tailpipe exiting through rear bumper roadside.	COMPLY	
FILTERS: Oil filter - Full flow disposable. Air filter - Dry type. Fuel filter - Spin-on type. Fuel filter/water separator. Coolant water filter - Remote mount with two shutoff valves to isolate filter for replacing.	COMPLY	
FUEL TANK: 100-gallon fuel capacity with fuel tank located between frame rails. A locking right side fuel filler door & sender inspection plate shall also be provided.	COMPLY	
Diesel Exhaust Fluid (DEF) tank to be located behind the entrance door. Fill door to be marked "DEF". 15-gallon capacity minimum.		
HORN: Dual electric with non-glare horn button emblem.	COMPLY	
<ul> <li>INSTRUMENTS AND GAUGES - DRIVER'S AREA:</li> <li>a. Speedometer w/odometer &amp; Tachometer.</li> <li>b. Resettable trip odometer.</li> <li>c. Ammeter, Engine hourmeter &amp; Voltmeter gauge in LCD.</li> <li>d. Fuel level gauge.</li> <li>e. DEF level indicator located in LCD on dash clutter.</li> <li>f. Oil pressure &amp; Coolant temperature gauges.</li> <li>g. Dual air pressure gauge.</li> <li>h. Low pressure light &amp; buzzer for dual air brake system.</li> <li>i. Engine exhaust brake activation notice in LCD on dash.</li> <li>j. High beam indicator.</li> <li>k. Right &amp; left directional indicators.</li> <li>l. Engine warning light &amp; buzzer for low oil pressure/high engine coolant temperature.</li> <li>m. Transmission temperature gauge.</li> <li>n. Accessory power socket.</li> <li>o. Console mounted arm rest, LH side.</li> </ul>	COMPLY	
SHOCK ABSORBERS: Direct acting, double action piston type. Two front & two rear.	COMPLY	

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY
STEERING:	OR STATE DEVIATIONS IN FULL
Full power Douglas Autotec Quantum Series Steering Column to be provided. TRW Power Steering Pump to be gear driven with easily accessible reservoir. 18" diameter, two-spoke, padded tilt & telescoping steering column with 28° tilt range both up & down & 3" telescoping capabilities. Horn, Turn-signal, Flasher Signal, Headlight hi/low beam, windshield wiper on/off, Cruise Control included. Front axle must have 50° wheel-cut, for steering maneuverability.	COMPLY
SUSPENSION - FRONT:  10,000# GAWRF at the ground. Springs shall consist of one full-length leaf & one half leaf, 4" wide X 60" long full length long with parabolic front taper. Maintenance free rubber bushings end of spring and at shackle bracket.  SUSPENSION - REAR:  23,000# capacity, Hendrickson "Comfort Air" drive axle air ride suspension.	COMPLY
TIRES: Six (6) Factory Standard 11R 22.5 G - All position radials with highway tread.	COMPLY
TOW HOOKS: Two front & two rear frame mounted tow hooks.	COMPLY
TRANSMISSION: Allison, Series 2500 automatic five speed and fully electronic is required. Synthetic transmission fluid to be provided. Transmission to be set to performance mode.	COMPLY
VALVES:  1/4 turn globe valves to isolate coolant circulation to heaters from engine shall be included.	COMPLY
BODY OPTIONS	
COMPARTMENTS:  Double luggage compartment RH & LH side mid-mount with door springs & lights shall also be included.  Non-locking compartment above windshield in front header, 7" high x 48" wide.  Driver's Left hand overhead locking compartment & front dash glove box to be provided.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
CONSTRUCTION: Body parts must be rust-proofed after fabrication and before assembly.  Floor panels shall be interlocking 14 ga. steel, welded at each joint with 3/16" angle iron reinforcement. The main floor cross members shall be full width of floor.  14 ga. hat-shaped body bows one piece from floor line on one side to floor line on other side. Bows shall end and not extend below floor level for maximum rollover strength.  Body sheet metal shall be fastened with buck rivets on exterior and blind rivets on interior.  16 ga. exterior extended side panels shall be one piece from windowsills to bottom of skirt.  Four protective rub rails at window, seat, floor & skirt levels. Interior side panels shall be aluminized & hemmed from windowsill to top of seat rail with mar-resistant finish.  One-piece roof panels span the entire width of the bus from window top on one side to window top on other side for maximum strength & include embossed rain visors over side windows. Spliced roof sheet not acceptable.	COMPLY
Colorado Rack Test: To verify the structural integrity of a school bus body design. Certification of Colorado Rack and Load testing from OEM shall be provided upon request.  Kentucky Pole Test: Verify that interior panels above the passenger windows will not separate and expose sharp edges in the event of a crash. Certification of Kentucky Pole Test from OEM shall be provided upon request.	COMPLY
EMERGENCY EXITS:  Rear door with upper & lower glass & Left side exit door with tinted glass, buzzers & pilot light. Include header pads & retainers to hold doors open. All emergency exits shall have barrel vandal locks that when actuated, disable engine from starting.  Two (2) roof vent emergency exits shall be provided with an exterior release.	COMPLY
ENTRANCE DOOR: Air operated, outward-opening type with control on driver's switch panel. Include header pad & security lock.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
FLOOR COVERING:  1/2" plywood attached with screws over 14 ga. steel. Black rubber floor, smooth under seats & ribbed in aisle. Entrance steps shall have white nosing. Aluminum aisle trim over joints in flooring, full body length. Molded rubber covers required over rear interior wheel housings. Rounded rust proofed galvanized steel cove molding where floor meets wall.	COMPLY
GLASS: Windshield – AS-1 shaded, non-glare, 4-piece flat safety glass. Side Windows – 12" split sash in black frames. AS-3 dark tint side glass 31% light transmitting, tempered safety glass. Design must permit interior replacement of window latches without removing the window.  Driver's window – AS-2 light tint 70% laminated safety glass. Entrance door glass – AS-2 light tint 70% laminated safety glass. Rear & Side emergency door glass & rear vision panel glass 31% dark tinted tempered safety glass.	COMPLY
HEATER AND DEFROSTER:  a. 90,000 BTU front heater & defroster with washable filter.  b. 50,000 BTU rear floor mount heater.  c. Two (2) 6" auxiliary defroster fans.  d. Electric heavy-duty water pump for heating system.  e. Heater hoses to be silicone with constant torque clamps.  f. Electronically controlled water regulating valve.	COMPLY
INSULATION: Body to be insulated with 1-1/2" of polyester/fiberglass insulation in roof, roof bows, sides and ends. Driver's firewall shall also be insulated.  Provide perforated headlining panels full length.	COMPLY
LIGHTS:  a. Halogen hi/low beam headlights & daytime running lights. b. 4" LED combination Red stop/tail lights. c. 7" LED combination Red stop/tail lights. d. 7" LED front directional lights at the front hood corners near headlights. LED directional lamps on front fenders. e. 7" LED rear Amber Directional lights. f. LED front & rear Side directional lights. g. 4" LED back-up lights. h. LED clearance/cluster & marker lights, wired battery hot.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
<ol> <li>Eight lamp LED warning system with individual black hoods, wired battery hot.</li> <li>Two rows LED dome lights on separate switches for front half &amp; rear half of rows, wired battery hot.</li> <li>Two LED Driver's dome lights with separate switches.</li> <li>LED Stepwell lights, wired to operate with ID lights with entrance door open.</li> <li>Required reflectors.</li> <li>Strobe light, roof mount with pilot.</li> <li>Fog lights, front bumper area.</li> <li>Electric operated solid state stop arm with reflectorized blade and flashing LED/Strobe lights, mounted rear.</li> <li>All other lighting required to meet California standards.</li> </ol>	COMPLY
MIRRORS: Interior: 6" X 30" with monitor and backup camera system.  Exterior: Mirrors shall conform to FMVSS 111. Rosco Open View, ES Split mirror system, mounted to provide driver maximum view. Include Rosco Eye-Max LP, asymmetric crossview mirrors left & right. Mirror arms shall be black painted steel. All exterior mirrors are to be heated & remote controlled.	COMPLY
MUD FLAPS: Behind front and rear wheels, both sides, extended. Mud flaps in front of rear wheels shall also be provided. Rear rubber fenders to be included.	COMPLY
PAINT & LETTERING:  Exterior - Yellow.  Roof - White.  Rub Rails - Black.  Wheels - Yellow.  Interior - White.  Bumpers - Black.  3M Diamond Grade reflective yellow vinyl tape: 1" minimum width strip surrounding each emergency exit.  Lettering to California standards, supplied to vendor after award of bid to include District Name, CA # & Unit #.	COMPLY
RADIO:  AM/FM/USB MP3 Aux port/PA installed with a minimum of eight (8) interior speakers & one (1) exterior speaker. Include pre-wiring (only) for 2-way radio system (Do not include 2-way radio).	COMPLY

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
SAFETY EQUIPMENT:  a. 24-unit first aid kit, in metal case.  b. 5 lb. dry fire extinguisher with hose, for Type A, B & C classified fires.  c. Triangle warning devices in container.  d. 6" X 30" sun visor, Opaque.  e. CHP certificate holder.  f. Back-up alarm with 112 db.  g. Hand held stop sign & holder.  h. Noise suppression switch.  i. Removable trash container & Driver's cup holder.  j. Child Check safety system – EP1 (or) Equal.	
SEATS (Driver's): National "Premium" air suspension driver's seat meeting FMVSS 222. Fore, Aft & Vertical adjustments & dual shocks. Charcoal fabric & black carpet back. Driver's 3pt. retractable seat belt.	COMPLY
SEATS (Passenger):  39" LH & RH Student Safety Seats, designed & installed to meet all requirements of FMVSS 222. Blue vinyl fire retardant upholstery. Flip seat at side emergency door. All passenger seats to include 3-point safety belts as required by CA Title 13. Safety barriers with aluminized modesty panels in front of right & left front seats, upholstered to match seats.	COMPLY
SP: 30595 BBCV 3310, 75 CAP    20	
STEPWELL: Three (3) step G90 galvanized steel entrance angled toward center aisle with rubber covered steps with white nosing to meet National Standards. A handrail shall be installed at rear (left side) and front (right side) of stepwell.	COMPLY
UNDERCOATING: Body shall be fully undercoated under floor, skirt panels and wheel wells prior to mounting on chassis.	COMPLY

9

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
VENTILATION: Static non-closing vent installed in forward roof body section.	COMPLY
WINDSHIELD WIPERS: Two dual speed electric motors with dynamic brake. Five intermittent settings & HI/Low single switch control. Pantographtype, bottom mounted with remote control. Electric windshield washer with hard plastic 4-quart capacity reservoir located behind left front access door, washer outlets mounted on wiper arms.	COMPLY
REPAIR MANUALS:  Maintenance manual shall be provided to include wiring diagrams. Parts and service manuals shall be provided online.	COMPLY
WARRANTY: Enclose a copy of bus manufacturer's limited warranty.  1. Five (5) years or 100,000 miles: Cummins engine standard limited warranty.  2. Five (5) years unlimited miles: Allison transmission standard limited warranty.  3. One (1) year/12,000 miles: Factory standard limited warranty.	*See Attached Manufacturers Standard Warranty Statements

BIDDER'S RESPONSE - MUST COMP		
SPECIFICATION		OR STATE DEVIATIONS IN FULL
ADDITIONAL AVAILABLE OPTIONS:		*All options subject to compatibility
1.) Wheelbase/Body Options:	1a.) 273" – 3303 body	Deduct \$ 301
	1b.) 252" – 3011 body	Deduct \$ 1,101
	1c.) 238" – 2807 body	Deduct \$ 2,003
	1d.) 217" – 2610 body	Deduct \$ 2,704
	1e.) 217" – 2508 body	Deduct \$ 3,105
	1f.) 189" – 2311 body	Deduct \$ 3,806
*Capacity subject to change.	1g.) 169" – 1910 body	Deduct \$ 5,409
2.) ELECTRIC ENGINE & DRIVETRAIN F EV Package to include fully integral provider. Batteries shall be lithium io cobalt (NMC) chemistry. Battery tem through an active thermal liquid cool life. Batteries to be protected in a steethe frame rails for optimal safety with (MSDs) easily accessible & labeled for battery capacity must equate to 100-demonstrated efficiency rates provid provide 8 years, 125,000 miles, or 160 throughput, whichever occurs first, wwarranty of at least 70% of the initial related drivetrain components to be seen 100,000 miles.  Bus shall be capable of AC level-2 ce SAE J-1772 connector and DC level-3 kWh through a CCS-1 charge port, with for vehicle-to-grid (V2G) capability. The designed to be compatible with ISO 1 communication interface standards at IEC 61851. System voltage range shall allow for compatibility with high speed charging infrastructure. Charge port is bus. A variable speed noise generator pedestrians of the bus's approach.  Exhaust, transmission, and other coand/or removed to satisfy the required drivetrain package.	ted system with OEM bus n with nickel manganese perature to be maintained ed system, prolonging cell el cage that runs between n manual service disconnects first responders. Total mile range with ed. Battery warranty to 0,000 kWh of gross discharge ith capacity at end of usable capacity. All electric warrantied for 5 years or  harging at 19.2 kWh with a charging at a minimum of 50 ch level-3 bi-directional flow ne electric system shall be 5118-2 and DIN 70121 nd designed to operate per be between 550-705 V to d heavy-duty vehicle hould be located at rear of should be included to warn	Add \$ 225,000

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
3.) EV – ELECTRIC OPTIONS:	ON OWNER DEVIATIONS IN TOLE
3a.) Front EV charging port in Lieu of standard rear	Add \$ 651
3b.) J1772 Portable charging adapter - Standard	Add \$ 799
3c.) High-powered J-1772 Portable charging adapter	Add \$ 999
3d.) Telematics portal access to receive live telematics updates on the bus – Each 1 Year Subscription (*A Multiple year subscription for multiple buses may also be purchased – multiply Add \$ cost by # of years required)	Add \$ 3,000 First year / Hardware Included \$ 2,000 Per year / Annual License
3e.) Double LH luggage compartment w/shocks & lights (Only available with Roof (or) no AC system)	Add \$ 2,105
3f.) Inwall Skirt mount AC system for EV	Add \$ 18,384
3g.) Inwall Roof mount AC system for EV	Add \$ 19,824
3h.) Transit style Inline Roof mount AC system for EV (Valeo REVO (or) Equal)	Add \$ 25,000
3i.) Reduced EV battery capacity	Deduct \$ 18,000
3j.) Extended EV battery capacity	Add \$ 35,000
3k.) Cold-weather package for EV model	Add \$ 4,966
3l.) Paint bumper green (or) blue	Add \$ 822
3m.) Paint wheels green (or) blue	Add \$ 1,332
4.) Cummins B 6.7L Diesel Engines: 4a.) 200 hp / 520 lb-ft torque	Deduct \$ 3,356
4b.) 220 hp / 600 lb-ft torque	Axix Deduct \$2,343
4c.) 240 hp / 560 lb-ft torque	Addx Deduct \$2,364
4d.) 250 hp / 660 lb-ft torque	Andrix Deduct \$491
4e.) 260 hp / 660 lb-ft torque	Add \$ Included on base bid
5.) Gasoline Engine & Fuel system: Ford 7.3L V8 350 HP engine with Ford 6R140 six speed automatic transmission. FMVSS 301 fuel integrity standards compliant fuel tank to be located in rear overhand behind rear axle. Selection of this option replaces engine, transmission, exhaust, cooling system, fuel system and related diesel engine components.	Deduct \$ 4,000
5a.) Ford 6.8L Gasoline engine & fuel system	Deduct \$ 6,000

SPECIFICATION		BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
6.) Propane engine & fuel syst	tem: Ford 7.3L V8 engine 350	Add \$ 15,000
horsepower engine with Ford 6R140 six speed automatic		
transmission. Euro fuel fi	Il connector located on right side	6b.) Low Nox option - Add \$7,500
behind rear axle. Fuel sys	stem to include two (2) infinitely	1
variable fuel pumps locat	ed in in fuel tank and fuel filters	
going into fuel tank and f	rom fuel tank to engine. Fuel tank	
	hang behind rear axle and fuel	
	AVSS301 and CMVSS301.1 fuel	
	FPA. Selection of this option	
	sion, exhaust system, cooling	
system, fuel system and r	elated diesel engine components.	
6a.) Ford 6.8L Propane engine & fuel system		Add \$12,000
7) CNC anging 8 final materia	5- 15 01 V40 · 050	6a1.) Low nox option Add \$5,500
7.) CNG engine & fuel system:		Add \$ 35,000
	with Ford 6R140 six speed	
automatic transmission. Selection of this option replaces		
engine, transmission, exhaust system, cooling system, fuel		
system and related diesel engine components. Dedicated CNG fuel system with fuel cylinders with 20 years lifetime. System		
complies with NFPA 52 recommendations, FMVSS 303 (fuel system integrity for compressed natural gas vehicles), and CA		
Title 13 specifications. Requires 3600psi CNG fuel accessories.		
	s & door interlocks to be provided.	
8.) Fire suppression:		
o.) The suppression.	8a.) Fog Maker	Add \$ 4,476
9.) Engine block heater	8b.) Amerex	Add \$ 5,400 Add \$ 188
		Neconstruction Company
10.) Transmission, Allison 300 *(Requires Engine upgra	O PTS/SEM automatic 5 or 6 speed de)	Add \$ 5,724
11.) Telma retarder electroma	gnetic driveline retarder	Add \$ 13,284
12.) Suspension:	12a.) Rear spring suspension	Deduct \$ 1,023
*(Requires re	12b.) Front Air Ride Suspension ear air suspension as provided on base bid)	Add \$ 836
13.) <u>Tires/Spare Tire:</u>	13a.) Premium Tire Upgrade (6)	Add \$ 2,950
	13b.) 10R 22.5 Tires (6)	Deduct \$ 665
	13c.) Lo-profile Tires (6)	Add Deduct \$99
	13d.) Spare Tire 10R (or) 11R	Add \$ 805
	13e.) Spare Tire Low Profile	Add \$ 735

	SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
14.) Wheels/Spare \	Wheels: 14a.) Aluminum wheels (6)	Add \$ 3,122
	14b.) Spare Steel Wheel	Add \$ 380
	14c.) Spare Aluminum wheel	Add \$ 497
15.) Frame mounted spare tire carrier		Add \$ 722
16.) On-spot tire chains		Add \$ 4,499
17.) 60-gallon fuel capacity		Deduct \$ 370
18.) <u>Brakes:</u>	18a.) Hydraulic brakes *(Subject to compatibility)	Deduct \$ 2,539
	18b.) Air drum brakes	Deduct \$ 1,848
19.) Adjustable pedals		Add \$ 1,336
20.) Bendix AD-9 air dryer		Add \$ 328
21.) Manual air drair	ns	Deduct \$ 414
22.) Replace primary	& secondary gauges with 10# gauges	Add \$ 1,102
23.) ATC – Automatic	c Traction Control	Add \$ 588
24.) Delete ESC – Ele	ctronic Stability Control (Some models)	Deduct \$ 649
25.) Collision Mitigat	ion: 25a.) Passive alert system	Add \$ 2,842
	25b.) Active alert system	Add \$ 7,640
26.) <u>Batteries:</u>	26a.) Two 8D batteries	Add \$ 174
	26b.) Standard slider battery compartment	Deduct \$ 405
27.) Alternators:	27a.) 210 amp alternator	Deduct \$ 320
	27b.) 325 amp alternator	Add \$ 186
28.) <u>Heaters:</u>	28a.) EPDM heater hose w/CT clamps	Add \$ 208
	28b.) Additional 50K BTU Floor mount	Add \$ 749
	28c.) 40K BTU Rear Wall mount	Add \$ 174
	28d.) 80K BTU Rear Wall mount	Add \$ 448
29.) <u>Mirrors</u> :	29a.) Heated only exterior mirrors	Deduct \$ 81
	29b.) Delete heated & remote mirrors	Deduct \$ 391
30.) Add reflective tape sides & rear		Add \$ 321

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
31.) Camera & Specialty Systems:	or 2000000
31a.) Standard 3 head camera system, installed	Add \$ 3,322
31b.) Additional camera head - Each	Add \$ 571
31c.) Delete backup camera/mirror system	Deduct \$ 408
31d.) EP2 Child check safety system (or) equal (Standard system - Programming not included)	Add \$ 460
31e.) Zonar, Standard system installed	Add \$ 1,872
31f.) Z-Pass & Tablet for Zonar system	Add \$ 1,134
31g.) WiFi router & antenna	Add \$ 1,446
31h.) 12v USB power ports for each passenger	Add \$ 2,226
31i.) 360 Degree camera system, installed	Add \$ 3,820
32.) <u>Lights:</u> 32a.) Delete LED light package: Including Stop/Tail, Directional Front/Rear/Sides & Backup lights (Incandescent/Halogen provided)	Deduct \$ 259
32b.) Delete LED 8way warning lights & stop arm (Incandescent/Halogen provided)	Deduct \$ 667
32c) Delete LED interior Dome lights (Incandescent provided)	Deduct \$ 515
32d.) Delete Strobe light w/pilot	Deduct \$ 168
32e.) Delete Fog lights in front bumper area	Deduct \$ 332
33.) Stainless steel stepwell upgrade	Add \$ 728
34.) Floor: 34a.) 5/8" treated Plywood	Add \$ 841
34b.) Tan (or) Dark Gray floor rubber 34c.) Stud Step Treads	Add \$ 414 Add \$ 521
35.) Delete full length acoustic headlining	Deduct \$ 741
36.) <u>Side Panels</u> :	
36a.)16 Ga. Extended side panels w/19 ¾" skirts	Deduct \$ 265
36b.)20 Ga. Standard side panels w/16.25" skirts	Deduct \$ 891
37.) Entrance Door: 37a.) Manual operated entrance door	Deduct \$ 301
37b.) Electric operated entrance door	Add \$ 448
38.) 2pc. Curved Shaded windshield	Add \$ 148

		BIDDER'S RESPONSE - MUST COMPLY
SPECIFICATION		OR STATE DEVIATIONS IN FULL
39.) <u>Luggage Compartments:</u> 39a.) Delete Double Mid-mount luggage compt - Each		Dodust & Local
-22 98 8		Deduct \$ 1,331
39b.) Single Rear overhang compt w/lights - Each		Add \$ 1,416
39c.) Single Mid-mount compt w/lights – Each		Add \$ 1,115
40.) <u>Driver's Seat:</u>		
40a.) Manual driver's seat in lieu o	f air controlled	Deduct \$ 351
40b.) Heated air driver's seat		Add \$ 159
41.) 3pt Floor Mount Seats:	41a.) 45"	Add Each \$ N/A
	41b.) 39"	Add/Deduct Each \$ 663
	41c.) 36"	Add Each \$ 728
*Capacity subject to change	41d.) 30"	Add Each \$ 661
42.) 3pt Seats with "Child Restraint" positions:	42a.) 45"	Add Each \$ N/A
	42b.) 39"	Add Each \$ 1,175
-	42c.) 36"	Add Each \$ 1,450
*Capacity subject to change	42d.) 30"	Add Each \$ 1,069
43.) 3pt Track Mount Seats:	43a.) 45"	Add Each \$ N/A
	43b.) 39"	Add Each \$ 869
	43c.) 36"	Add Each \$ 781
*Capacity subject to change.	43d.) 30"	Add Each \$ 734
44.) Fire Block Upholstery: Black, Brown, Burgundy		Add \$ N/C
or Teal in lieu of sta	andard Blue	
45.) <u>Barriers:</u> 45a.) Barrier in lieu of Flip seat		Deduct \$ 660
*Capacity subject to change 45b.) Track mour	nted barrier	Add \$ 255
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	SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
	46.) School Activity Bus: *Capacity subject to change	ON OWNER DEVIATIONS IN TOLE
	46a.) School Activity seats w/fabric upholstery & 3pt belts	Add Each \$ 1,167
	46b.) Interior parcel racks LH & RH full length	Add \$ 5,574
	46c.) Add row of dome lights down center aisle ceiling	Add \$ 546
	46d.) Front & Rear flip visors & flip signs	Add \$ 1,218
	46e.) Standard Video DVR & 4 flip down monitors (Not available with interior parcel racks)	Add \$ 8,440
	46f.) Delete 8way warning lights & stop arm, paint exterior white for MFSAB Multi-Function School Activity Bus (All other school bus requirements to be included)	Deduct \$ 295
	47.) Special Needs Equipment:  47a.) Flat floor without rear wheel housings  (*Requires Rear air ride suspension provided on bid & requires  Option 12c.) Low profile tires)	Add \$ 175
	47b.) Lift door & Braun W/C lift & pad kit	Add \$ 7,560
ĺ	47c.) Lift door & Ricon W/C lift & pad kit	Add \$ 8,381
	47d.) Wheelchair position, L-Track	Add Each \$ 1,050
	47e.) Wheelchair tracks, LH full length	Add \$ 4,942
	47f.) Wheelchair tracks, RH full length	Add \$ 4,942
1	47g.) Q-Straint Retractable W/C tiedowns	Add Each set \$ 682
	47h.) Surelok Retractable W/C tiedowns (*WC Tiedown sets Include Lap & Shoulder belts)	Add Each set \$ 682
	48.) Air Conditioning: *Luggage capacity may be affected	
	48a.) InWall Freeblow skirt mount	Add \$ 10,194
	48b.) Ducted skirt mount	Add \$ 13,268
	48c.) InWall Freeblow roof mount	Add \$ 12,046
	48d.) Ducted roof mount	Add \$ 15,121
	48e.) A/C Upgrade Transit style Freeblow roof mount system	Add \$ 20,143
	48f.) A/C Upgrade Transit style Ducted roof mount system	Add \$ 23,987
	48g.) Compressor upgrade in lieu of standard	Add \$ 3,564
	48h.) Dash AC (or) Mid-ship evap Add on – Specify which *All A/C options require 280 amp alternator minimum	Add \$ 1,217

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
49.) HEPA Air purifying filtration system	Add \$ 3,403
50.) Software:  50a.) Charge management software serviced package for EV to maintain bus charging levels and minimize cost — Each 1 Year Subscription  (*A Multiple year subscription for multiple buses may also be purchased — multiply Add \$ cost by # of years required)	Add \$4,500 First year / Hardware Included \$3,000 Per year / Annual License
50b.) Cummins software, cable & one year subscription	Add \$ 1,326
50c.) Allison software, cable & one year subscription	Add \$ 2,190
50d.) Lap top computer for diagnostics	Add \$ 1,800
50e.) Manual package	Add \$ 690
51.) <u>Extended Warranty:</u> 51a.) 2 year extended limited warranty	Add \$ 1,115
51b.) 3 year extended limited warranty	Add \$ 1,716
51c.) 5 year extended limited warranty	Add \$ 4,027
51d.) 1 year Two extended limited warranty	Add \$ 1,169
51e.) 2 year Tow extended limited warranty	Add \$ 2,049
51f.) 3 year Tow extended limited warranty	Add \$ 2,931
51g.) 5 year AC system extended limited warranty	Add \$Standard AC- \$3,840 Transit AC - \$5,900
51h.) 7 year Cummins diesel extended limited warranty	Add \$ 3,860
51i.) Extended EV model warranty	Add \$ 15,000
52.) <u>Tech Training Class:</u> 52a.) 4 hour class	Add \$ 800
52b.) 8 hour class *Multiple day classes may also be purchased	Add \$ 1,200
- multiply Add \$ cost by # of days required)	*52c.) OnLine Module Training available @ no cost
53.) EV Charging Stations:	
53a.) AC Level-2 Charging station with pedestal	Add \$ 4,595
53b.) AC Level-2 Connected charging station with pedestal	Add \$ 6,950
53c.) DC Level-3 Charging station	Add \$ See below
53d.) DC Level-3 Charging station capable of V2G Bi-directional flow	Add \$ See below

53c.) Add \$44,950 - 50 kwh

October 2022

\$52,950 - 75 kwh

\$62,950 - 100 kwh

\*Specify which system at time of order.

\*53d.) Add \$62,950 - 75 kwh

\$72,950 - 100 kwh

\$99,950 - 175 kwh

\$92,950 - 175 kwh

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1900 S. Riverside Ave. Colton CA 92324 (800) 437-5522 https://a-zbus.com



Brandon Bluhm bbluhm@a-zbus.com (909) 709-7004

Quote #21921

November 3, 2021

2021 (or) Newer Blue Bird BBCV 3310

Customer:

Waterford Unified School District

Mailing Address: 219 N. Reinway Avenue

Bldg. 2

Waterford, CA 95386

Attn:

Phone:

Email:

Quantity:

1

GVWR:

33.000#

Engine:

B 6.7L 280HP

Fuel Type: Fuel Port:

Diesel Standard

Capacity:

75 Amb

AC:

N/A

Wheelbase:

273"

Transmission: Allison 2500 PTS/SEM

Suspension:

Spring/Air

Brakes:

Air Disc

Upholstery:

Blue

WC Lift:

N/A

#### **Body Content**

- Emerg Equip Compart Front Overhead
- Double, RHMM, Luggage, 28.40 CU.FT.
- Double, LHMM, Luggage, 28.40 CU.FT. Total
- Forward Grabrail
- Emergency Door Left 28 inch
- Mud Flaps Front
- Mud Flaps w/logo Rear
- Mud Flap Extension Rear
- Rubber Fenders Rear
- Floor Triangular Warning Device
- Floor 1/2" Plywood
- Floor Plywood Screwed Down
- Acoustic Headlining Full Length
- Stop When Red Lights Flash Decal

- **Emergency Door Arrows**
- Lights Day Run Lights w/park brake
- Yellow Entrance Door
- Paint NSB Yellow Exterior
- Black Blue Bird Logo
- Paint Bright White Roof 12.5"
- Side Panel 16 ga 25 3/4 skirt
- Driver 3pt belt Black
- Visor Left Arcylic Adjust., Opaque
- Windshield Flat Shaded
- 77" Headroom
- Aux. Fan Upper Left 6"
- Aux. Fan Upper Center 6"
- Vent, Advantage, Standard

A-Z Bus Sales, Inc.

Quote #21921 - R19 11/03/2021

- 50k Left Rear Floor Heater
- Pre-Trip Exterior Light Test
- Directional LED Light Fender Mount
- Dome Lights LED
- LED 8 Way Lights Amber/Red
- Warning Flashing Pilot Light Left
- Strobe Light 4ft from Rear
- Clear LED Strobe Light
- Radio W/ PA System
- 8 Speaker Deluxe System w/wiring
- Outside Speaker Under Hood Right
- Pre-Wire 2Way Radio Center Dash
- Stop Arm LED Strobe Cluster
- Stop Arm Location Rear
- Backing Safety Horn 112DB
- Rubrails Full Width Black
- Yellow Chassis Grille
- Interior Paint Astro White
- Rearview 6X30 Int. Mirror w/monitor
- Heated Ext. Mirror w/Remote Control
- Exterior Open View Split System Mirror
- Crossview Eye-Max Mirror
- Pre-Wire Video Monitor System
- Modesty Panel Barrier Ent. Door
- Modesty Panel Left Driver Barrier
- National Air Prem Mor-Dura Charcoal Driver Seat
- Right Driver Seat Armrest

- 39" High Back Barrier
- Rebond Seat Cushion Pad
- Barrier Blue Fire Block
- Seat,39", Flat,3-PT Belt,Convert
- Seat,39",Flat,3-PT Belt, Full FM,Convert
- Seat,39,Flat,Flip,3-PT Belt,Convert
- Cup Holder
- Glove Box in Dash
- Arm Rest on Driver's Console
- Trash Container
- Overhead Storage Locking
- Galvanized Stepwell
- Door Control Air Power Mom. Switch 2-Pos
- Security Lock Entrance Door
- Rear Emerg. Door 2 Window
- Black Rubber Floor
- Vinyl Ribbed Steptread
- Vinyl Black Steptread
- Ent. Door Barrier Handrail 3.25"-5.25"
- Driver Green Lam. Window Black Frame
- Rear Emerg Door Buzzer
- Left Emerg Door Buzzer
- 12" S/S Tint Lam Window Black Frame
- Back-Up Camera
- Delete Roof Hatch Buzzer
- Roller Tray Battery Compt Chas Mntd

#### **Chassis Content**

- Front Spring Suspension Softek Leaf& Bit 10000
- Performace TCM Program Allison Transmission
- Air Disc Brakes
- Bendix AD-IP Air Dryer
- Steel Rear Bumper
- 12" Steel Front Bumper
- Cruise Control
- 280 amp Brushless Alternator
- 3 Group 31 Batteries

- Governor, 65 MPH
- Engine Emissions Control, 2021
- Tailpipe Through Bumper
- 100 Gallon Diesel Fuel System Right Fill
- Cooper 11R22.5 LRG, RHA Tires
- Front Tow Hooks
- Rear Tow Hooks
- Yellow Steel Wheels 8.25x22.5/5HH
- Electronic Stability Control
- Exhaust VGT

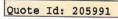
A-Z Bus Sales, Inc.

Quote #21921 - R19 11/03/2021

#### Dealer Added Content

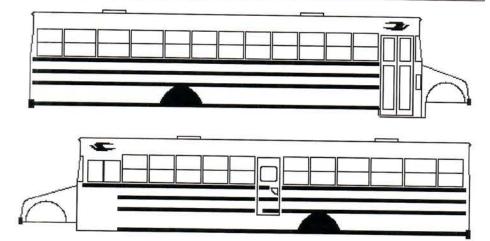
- Lettering
- Hand held stop sign & holder
- FE/FAK/Decals CA specs

- EP1 Child check safety system CA spec
- Electric air drain valves w/controls in drivers compt
- Fog lights in front bumper area

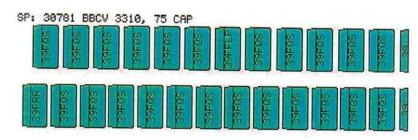


Body Plan / Seat Plan Information

Body Plan: 5015166



Seat Plan: 30781



Quote Id: 205991

Seat Plan Spacing Chart

### Waterford Unified School District

219 Reinway Avenue, Bldg 2 P.O. Box 270 Waterford, CA 95386 (209) 874-1809

#### Bid #01/22 "School Bus(es)"

Date:11/3/2021			
The undersigned fully understands the The undersigned, having carefully read to October 21, 2021, and the Specifications documents the following:	he Notice To Bidders as published	on October 14, 2021, and	
One or more – Description:	Micro Bird G5		
Capacity:	24 Ambulatory		
Cost (excluding sales tax)	\$ 94,780.58	+ Sales Tax	
Estimated Delivery Date:	240-180 Days ARO		
Note: Pursuant to Public Contract Code Section the State of California (Including but not limited Monterey, Fresno, and Santa Barbara Counties) conditions. The Bidding Agency waives its right and authorizes each District to make payment of payment of reasonable costs per Public Contract reject any and all bids, and to waive any irregular	to: Kern, San Bernardino, Orange, San to purchase equipment and supplies un ts to require other Districts to draw thei irectly to the successful Bidder. The Bi ct Code Section 20118. We understand	Diego, Riverside, Los Angeles, nder the same terms and ir warrants in favor to this District idding Agency agrees to waive the District reserves the right to	
Name of Bidder:	A-Z Bus Sales, Inc.		
Signed by:	3/1/10/3		
Name & Title:	John Landherr / President &	CEO	
Address:	1900 S. Riverside Avenue		
	Colton, CA 92324		
Phone:	951-781-1841		
Fax:	951-781-9806		

jlandherr@a-zbus.com

Email:

#### **SPECIFICATION**

# BIDDER'S RESPONSE MUST COMPLY OR STATE DEVIATIONS IN FULL

Specifications that follow are minimum basic requirements. Bidder must list any deviations from these specifications. If bidder claims item "Meets or Exceeds" specifications, documentation must be provided with bid to substantiate claim. Failure to do so will result in rejection of your bid and/or product for non-compliance.

2021 Model Year (or newer) Type-A1 style School Bus
Capable of supporting the specified 24-passenger capacity.
Body & chassis are to be designed and engineered to be
compatible, formed and integrated as a complete vehicle,
utilizing a cutaway front section vehicle with a left-side driver's
door.

Bidder must be a valid franchised dealer for units bid in the state of California.

Vehicles bid shall meet All Applicable FMVSS & current California standards for school buses in affect at time of manufacture.

YEAR: 2021 (or Newer)

CHASSIS MFG: Ford

MODEL: E450

BODY MFG: Micro Bird

MODEL: G5

CAPACITY: 24 Ambulatory

#### VEHICLE DIMENSIONS:

G.V.W.R. - 14,500# minimum.

G.V.W.R.: 14,500#

Wheelbase shall not exceed 158".

Overall length 283" maximum.

OA LENGTH: 283"

Overall length 283" maximum.

OA LENGTH: 283"

Overall height 113" maximum.

OA HEIGHT: 116"

Overall width 96" (excluding mirrors).

OA WIDTH: 96"

Headroom 76" minimum at center aisle.

HEADROOM: 76"

#### **CHASSIS REQUIREMENTS**

AXLES: Front – 5,000# GAWR

Rear – 9,600# GAWR COMPLY

Rear axle ratio: 4.56

BRAKES:
Power disc brakes front and rear with four-wheel antilock.

COMPLY

ESC - Electronic Stability Control shall be provided.

#### **BUMPERS:**

Front - As provided by chassis manufacturer.

Rear – Rear bumper shall be 3/16" pressed steel channel, 10" high & flanged 2" at top & bottom. The bumper shall wrap around the back corners of the bus & shall extend 12" forward measured from the rearmost point of the body at the floor line. The ends shall be protected & flush mounted to the body sides.

COMPLY

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
DRIVELINE: Driveline guard around shaft front & rear.	COMPLY
ELECTRICAL SYSTEM: Alternator – HD 240 amp. Chassis manufacturer supplied.	
<b>Battery</b> – Dual (2) 78 amp/750 CCA maintenance-free batteries. Chassis manufacturer supplied. Battery compartment shall be provided.	
Electrical Compartment – Latched door, located above the driver door, containing control panel, school bus lamp module, and 80-amp continuous duty relay activated by ignition switch providing electrical current for body accessories. Printed circuit board electrical control panel shall accommodate most body relays and fuses. Circuits protected by ATO type fuses. Body wiring harness shall be color & number coded through-out & shall be loomed under body and in the engine compartment. Grommets must be installed on all metal openings crossed by electric wiring. Molded service panels above side windows shall also be provided. All wiring shall conform to SAE J1128. A complete body wiring diagram to be provided with each vehicle.	COMPLY
ENGINE: 7.3L V-8 350hp/468 lb-ft torque Gasoline engine. Hill start assist shall be included.	COMPLY
FUEL TANK:  40-gallon capacity minimum with heat shield. Exterior fuel tank opening as supplied by chassis manufacturer. A spring-loaded locking fuel cap & plate in the floor to access tank shall be provided.	COMPLY
GLASS - CHASSIS: Windshield shall be tinted as provided by chassis manufacturer. Driver's door shall be tinted & glass shall be banded.	COMPLY
HORN: Dual note electric.	COMPLY
INSTRUMENTS: Dash instrument/gauge package as provided by chassis manufacturer, located within easy viewing of the seated driver & include a trip odometer.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
SHOCK ABSORBERS: Two front & two rear.	COMPLY
STEERING: Full power steering. Steering wheel shall be tilt type. An air bag shall be provided for driver's side only.	COMPLY
SUSPENSION:  Manufacturer's coil front & multi-leaf rear.  Front stabilizer bar shall be provided.	COMPLY
TIRES: Six (6) LT225/75R 16E black side wall all season radials.	COMPLY
TRANSMISSION: Electronic, automatic 6 speed with overdrive. Oil cooler shall also be provided.	COMPLY
WHEELS: Single front & Dual rear, Six (6) 16" X 6", steel.	COMPLY
BODY REQUIREMENTS	
AIR CONDITIONING:  55K BTU Freeblow + OEM front dash with 2-compressor AC system to be provided.	COMPLY
COMPARTMENTS: Glove box located at the RH side of the dash with ¼-turn latching access door to be provided.	COMPLY
Construction shall be of a body on chassis integral design. Body shall be mounted using (puck) type rubber blocs to eliminate vibration & increase vehicle life.  Roof bows shall be one piece, floor-to-floor hat section type and shall be made of 16 ga. galvanized steel. Two, 18 ga. steel roll formed structural linear beams and four longitudinal aluminum structural beams shall extend the full length of the body and be mechanically attached to each roof bow.  Safety roll cage structure shall be mechanically fastened with corrosion resistant, structural fasteners.  Reinforced side impact barriers made of 16 ga. galvanized steel shall be incorporated into body design to enhance passenger protection in the event of a side impact.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE -
14 ga. steel floor & sub floor structure of 10 ga. galvanized	MUST COMPLY OR STATE DEVIATIONS IN FULL
steel.  Front & Rear end structures shall be 18 ga. steel square tubing mechanically affixed to the sub-floor & roof bows.  Exterior side panels shall be made with 18 ga. pre-primed 5052 aluminum alloy for superior corrosion protection & paint adhesion.  Roof panels are to be two-piece full body length, Upper side panels located immediately above side windows shall incorporate a full-length drip rail over windows.  Interior below window to floor shall be made of embossed 22 ga. aluminum hemmed panels.	COMPLY
EMERGENCY EXITS:  Emergency door shall be located at the rear center of the bus with three-point latch. Door shall be outward opening with a minimum 53"x33" clear opening with a full height stainless steel door piano hinge. Upper & lower tint door glass, header pad, buzzer, pilot light, vandal lock & telescopic retainer to hold door open shall also be included.	COMPLY
ENTRANCE DOORS:  Electric operated, double leaf, outward opening entrance door, with 32"x77" minimum clear opening. Each door panel shall have a full length clear tempered window, bonded to prevent water infiltration. Include header pad & security lock.  There shall be a bonded "more view" window with minimum 570 sq. in. unobstructed viewing area forward of the entrance door to improve driver visibility.  Drivers left side entrance door as provided by chassis manufacturer. A running board driver's step shall also be provided.	COMPLY
FLOOR COVERING:  1/2" plywood over 14-gauge steel, screwed down. Black rubber floor, smooth under seats & 3/16" ribbed in aisle & entrance steps. Steps shall have white nosing.  Sound deadening undercoat applied to sub floor prior to plywood installation sealing all exposed edges, making floor completely weather sealed along all seams and edges.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE -
	MUST COMPLY OR STATE DEVIATIONS IN FULL
GLASS - BODY: Side passenger 12" clear opening split sash with black aluminum window frames. Rear windows on each side of emergency door to be tint with an unobstructed area of 476 sq in. All glass to be tempered, tinted to allow 26% light transmission. Lower window edge designed to prevent water infiltration, using Neoprene gaskets and sealant.	COMPLY
HEATER & DEFROSTER:  a. Front heater & defroster system as provided by chassis manufacturer.  b. 42k BTU rear floor mount heater.  d. Two shut off valves for rear auxiliary heater, under body.	COMPLY
INSULATION:  Roof, side walls, front & rear end caps, roof bows & stringers shall be insulated with a minimum 1.5" thick fiberglass non carcinogenic insulation material with a R value of 6 or more.	COMPLY
LIGHTING: * All lighting shall meet state & federal FMVSS requirements.  a. Headlights as provided by chassis manufacturer.  b. Two recessed combination stop/tail lights; 4" right & left rear stop/tail lights in combination with 7" stop/tail lights with clear red LED lens.  c. Front fender mounted directional lights as supplied by chassis manufacturer.  d. 7" Rear amber LED directional lights.  e. 4" Recessed LED clear back-up lights mounted below stop/tail lights.  f. Clearance & identification lights, LED wired battery hot.  g. Eight lamp LED warning system with individual hoods, wired battery hot.  h. Four interior LED dome lamps ceiling located, evenly spaced, wired battery hot. Two dome lights in last row shall be wired on a separate switch.  i. Driver's LED dome light with separate switch.  j. LED Stepwell light mounted front of stepwell, controlled by entrance door or ignition key in "on" position.  k. LED Entrance door light, interior ceiling mounted 15foot/candle power illuminating loading area.  l. License plate light, LED.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
<ul> <li>n. Roof mount strobe light with pilot.</li> <li>o. Fog lights in front bumper area.</li> <li>p. Electric operated solid state stop arm with reflectorized blade &amp; flashing LED lights &amp; wind-guard.</li> <li>q. All other lighting required to meet California standards.</li> </ul>	COMPLY
MIRRORS: Interior – OEM 6" X 16", padded edges. A backup camera/mirror system shall be provided.  Exterior - Mirrors shall conform to FMVSS 111 requirements. Rosco system, mounted to provide driver maximum view. Include Rosco crossview mirrors left and right. All exterior mirrors are to be heated.	COMPLY
MUD FLAPS: Behind front & rear wheels, extended. Rear rubber fenders & exterior gravel shields installed on lower front of each side for additional protection from road debris to be provided.	COMPLY
PAINT & LETTERING:  Exterior - Yellow.  Roof - White.  Rub Rails - Black.  Interior - White.  Wheels - Yellow.  Bumpers - Black.  All exterior body paint to be OEM high gloss acrylic urethane.  Lettering to California standards, supplied to vendor after award of bid to include district name, CA # & Unit #.  3M Diamond Grade reflectorized vinyl marking all required emergency exits.	COMPLY
RADIO: AM/FM/PA radio system & minimum four (4) interior speakers.	COMPLY
RUBRAILS: Minimum three (3) rubrails mounted on the body at seat, floor & bottom of skirt levels, 16 ga. steel, extending from first bow on both sides to rear corners.	COMPLY

	SPECIFICATION	BIDDER'S RESPONSE -
CAE		MUST COMPLY OR STATE DEVIATIONS IN FULL
	ETY EQUIPMENT: 24-unit first aid kit.	
10	Fire extinguisher.	
c.	Triangle warning devices in container.	
55500	Sun visor, opaque.	COMPLY
	CHP certificate holder.	OOM ET
f.	Back-up alarm.	
g.	Hand held stop sign and holder.	
500.00	Accessory power socket w/cap.	
	Child Check safety system – EP1 (or) Equal.	
	21 C (24 B W	
39" all r have uph belt fron	TS (Passenger):  LH & RH Student Safety seats designed & installed to meet equirements of FMVSS 222. The LH & RH front seats to e one child restraint position each. Blue vinyl Fire block olstery to be provided. All passenger seats shall have 3pt is as required by California law. Safety barriers required in the of RH & LH front seats, upholstered to match seats.	COMPLY
Driv	TS (Driver's):  ers high back bucket seat as provided by chassis  ufacturer. Include driver's seat belt.	COMPLY
Si with A of ei	PWELL: tepwell shall be a maximum of 10-13" from the ground 7.5" risers. stainless steel 1.25" handrail shall be provided on the left intrance door. A second handrail to be provided on the right of entrance to assist passengers entering the bus.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
UNDERCOATING/RUST PREVENTION: The entire underside of the body, including but not limited to the floor, skirts, wheel housings, sub-floor structure, rear bumper mounting brackets and braces, shall be coated with rust proof material that meets the requirements of MIL-C-62218-92 REV-A for salt spray resistance, abrasion resistance and fire resistance.	COMPLY
VENTILATION: Static non-closing vent installed in forward body section on roof.	COMPLY
WINDSHIELD WIPERS: Intermittent windshield wipers as provided by chassis manufacturer.	COMPLY
REPAIR MANUAL: Cut-away chassis owner's manual shall be provided.	COMPLY
WARRANTY: Enclose a copy of bus manufacturer's limited warranty statements.  Chassis: Manufacturer's standard shall be provided.  Body: Manufacturer's standard shall be provided.  1. Five (5) years or 100,000 miles:  a. Body Structure (those metal components welded or riveted together forming floor, side walls, roof, front and rear sections) to be free from defects in structural integrity (i.e. breakage or cracking) including rust-through.  b. School bus seat and barrier frames to be free of defects in structural integrity.  2. One (1) year or 12,000 miles:  a. All original components not covered above, except chassis parts, wheelchair lifts, air conditioners,	COMPLY  *See Attached Manufacturers Standard Warranty Statements
tires, and batteries, which are covered by each manufacturer.	

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
ADDITIONAL AVAILABLE OPTIONS:	*All options subject to compatibility
1.) <u>Body Options:</u> *Capacity subject to change 1a.) T-Series SRW ILO base model	Deduct \$ Low Top - \$2,553 Deduct \$ Hi Top - \$797
1b.) T-Series DRW ILO base model	Deduct \$ 91
1c.) MBII - 4 Row SRW ILO base model	Deduct \$ 2,236
1d.) MBII - 5 Row SRW ILO base model	Deduct \$ 888
1e.) G5 - 5 Row flat floor ILO base model	Add \$ 2,387
1f.) G5 – 6 Row flat floor ILO base model	Add \$ 4,594
1g.) G5 – Extended cab Body ILO base model	Add \$ 4,800
2.) Electric Engine & Powertrain Package:  EV Package to include fully integrated system with OEM bus provider. Batteries shall be lithium ion with nickel manganese cobalt (NMC) chemistry. Battery temperature to be maintained through an active thermal liquid cooled system, prolonging cell life. Batteries to run between the frame rails for optimal safety with manual service disconnects (MSDs) accessible & labeled for first responders. Total battery capacity must equate to 100+mile range with demonstrated efficiency rates provided.  Battery warranty to provide 8 years, 125,000 miles, or 160,000 kWh of gross discharge throughput, whichever occurs first, with capacity at end of warranty of at least 70% of the initial usable capacity. All electric related drivetrain components to be warrantied for 5 years or 100,000 miles.  Bus shall be capable of AC level-2 charging with a SAE J-1772 connector and AC level-2 charging at a minimum of 50 kWh through a CCS-1 charge port, with level-3 bi-directional flow for vehicle-to-grid (V2G) capability. A variable speed noise generator to be included to warn pedestrians of the bus's approach.  Exhaust, transmission, and other components may be modified and/or removed to satisfy the requirements of the Electric drivetrain package.	Add \$ 210,000

SPECIFICA	TION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
3.) <u>EV – ELECTRIC OPTIONS:</u>		l l
3a.) J1772 Portable charging adap	pter - Standard	Add \$ 799
3b.) High-powered J-1772 Portab	le charging adapter	Add \$ 999
3c.) AC system for EV model		Add \$ 14,652
3d.) Heater system for EV model		Add \$ 12,032
3e.) Telematics portal access to re updates on the bus – Each 1 \ (*A Multiple year subscription for n purchased – multiply Add \$ cos	Year Subscription multiple buses may also be	Add \$3,000 First year / Hardware Included \$2,000 Per year / Annual License
3f.) Extended EV battery capacity		Add \$ 35,000
3g.) Software: Charge management software To maintain bus charging leve 1 Year Subscription (*A Multiple year subscription for n purchased – multiply Add \$ cost	els and minimize cost – Each	Add \$4,500 First year / Hardware Included \$3,000 Per year / Annual License
3h.) EV Charging Stations: 3h1.) AC Level-2 Charging station	on with pedestal	Add \$ 4,595
3h2.) AC Level-2 Connected cha	arging station with pedestal	Add \$ 6,950
3h3.) DC Level-3 Charging station	on	Add \$ See below
3h4.) DC Level-3 Charging static Bi-directional flow	on capable of V2G	Add \$ See below
3i.) Paint bumper green (or) blue		Add \$ 786
3j.) Paint wheels green (or) blue		Add \$ 1,092
4.) Propane Engine/Fuel Package: Exhaust, transmission, and other co	mponents may be modified	Add \$ 25,000
and/or removed to satisfy the requidrivetrain package. (*Requires option F	rements of the Propane	4a.) Low Nox option - Add \$7,500
5.) Fire suppression:	5a.) Fog Maker	Add \$ 4,176
	5b.) Amerex	Add \$ 5,400
6.) Automatic tire chains		Add \$ 4,110
her 2022 3h3.) Add \$44,950 - 50 kwh	*Specificathich overtone	3h4) Add \$62 950 - 75 kwh

October 2022 3h3.) Add \$44,950 - 50 kwh

\$52,950 - 75 kwh \$62,950 - 100 kwh

\$92,950 - 175 kwh

\*Specify which system at time or order.

3h4.) Add \$62,950 - 75 kwh \$72,950 - 100 kwh

\$99,950 - 175 kwh

10

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SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
7.) Wheels & Spares:	Bernal our Allegra
7a.) OEM standard Steel wheels ILO painted yellow (4)	ANCE NO
7b.) Aluminum wheels (4)	Add \$ 2,215
7c.) Spare tire & Steel wheel	Add \$ 564
7d.) Spare tire & Aluminum wheel	Add \$ 695
8.) Tire jack & tools	Add \$ 492
9.) Collision Mitigation: 9a.) Passive alert system	Add \$ 1,980
9b.) Active alert system	Add \$ 5,754
10.) Battery disconnect switch	Add \$ 216
11.) Heaters: 11a.) 20,500 BTU Floor mount	Deduct \$ 87
11b.) 26,000 BTU Wall mount	Add \$ 45
11c.) 41,700 BTU Wall mount	Add \$ 192
12.) Mirrors: 12a.) Heated & Remote mirrors	Add \$ 809
12b.) Delete heated only mirrors	Deduct \$ 224
13.) Camera & Specialty Systems:	
13a.) Standard 3 head camera system, installed	Add \$ 3,322
13b.) Additional camera head - Each	Add \$ 571
13c.) Delete backup camera/mirror system	Deduct \$ 299
13d.) EP2 Child check safety system (or) equal (Standard system - Programming not included)	Add \$ 635
13e.) Zonar, Standard system installed	Add \$ 1,872
13f.) Z-Pass & Tablet for Zonar system	Add \$ 1,134
13g.) WiFi router & antenna	Add \$ 1,446
13h.) 12v USB power ports for each passenger	Add \$ 1,594
13i.) 360 Degree camera system, installed	Add \$ 3,820
14.) Delete LED 8way warning lights & Stop arm (Incandescent/Halogen provided)	Deduct \$ 788
15.) Remove Strobe light w/pilot	Deduct \$ 118
16.) Remove Fog lights	Deduct \$ 332

SPECIFICATION		BIDDER'S RESPONSE -
17.) Remove PA from radio		MUST COMPLY OR STATE DEVIATIONS IN FULL Deduct \$ 101
18.) 6" driver's auxiliary fan		Add \$ 139
19.) Lo-profile roof vent/emergency hatch		
		Add \$ 475
20.) Acoustic headlining – full length		Add \$ 1,815
21.) Floor: 21a.) 5/8" treated plywood		Add \$ 930
21b.) Dark Gray (or) Tan rul	ober flooring	Add \$ 461
22.) Manual operated entrance door control		Add \$ 708
23.) Storage: 23a.) Soft 30"Wx12"H corner lug	ggage net	Add \$ 120
23b.) Exterior storage compartn (Some models)	nent, locking	Add \$ 328
24.) 3pt Floor Mount Seats:	24a.) 45"	Add Each \$ N/A
	24b.) 39"	Add/Deduct Each \$ 785
1	24c.) 36"	Add Each \$ 749
	24d.) 30"	Add Each \$ 820
*Capacity subject to change	24e.) 21"	Add Each \$ 852
25.) 3pt seats with "Child Restraint" positions:	25a.) 45"	Add Each \$ N/A
	25b.) 39"	Add/Deduct Each \$ 1,180
1	25c.) 36"	Add Each \$ 1,257
*Capacity subject to change	25d.) 30"	Add Each \$ 1,084
26.) 3pt Track Mounted Seats:	26a.) 45"	Add Each \$ N/A
	26b.) 39"	Add Each \$ 1,036
	26c.) 36"	Add Each \$ 926
*Capacity subject to change	26d.) 30"	Add Each \$ 894
27.) <u>Fire Block Upholstery:</u> Blue, Burgundy, Brown, o lieu of standard Gray	or Green in	Add \$ N/C
1		

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
28.) School Activity Bus: *Capacity subject to change	MOST COMPET ON STATE DEVIATIONS IN FULL
28a.) School Activity seats w/fabric upholstery & 3pt belts	Add Each \$1,153
28b.) Add row of dome lights down center aisle ceiling	Add \$ 443
28c.) Front & Rear flip visors & flip signs	Add \$ 1,218
28d.) Delete 8way warning lights & stop arm, paint exterior white for MFSAB Multi-Function School Activity Bus (All other school bus requirements to be included)	Deduct \$ 701
29.) Special Needs Equipment: *Capacity subject to change 29a.) Ricon wheelchair lift & door	Add \$ 15,564
29b.) Braun wheelchair lift & door	Add \$ 13,398
29c.) L-Track wheelchair position	Add Each \$ 1,050
29d.) Left side L-Track, full length	Add \$ 1,098
29e.) Right side L-Track, full length	Add \$ 1,098
29f.) Q-Straint QRT retractable W/C tiedowns	Add Each set \$ 657
29g.) Surelok retractable W/C tiedowns (*WC tiedown sets Include Lap & Shoulder belts)	Add Each set \$ 657
30.) Air Conditioning:	D. L
30a.) Rear Freeblow Tie-in single compressor & OEM front	Deduct \$ 4,904
30b.) In-wall Freeblow Tie-in single compressor & OEM front	Deduct \$ 5,686
30c.) Delete dual compressor AC system on base bid	Deduct \$ 5,946
30d.) OEM dash AC only	Add \$ 598
31.) HEPA Air purifying filtration system	Add \$ 3,403
32.) Chassis Options – GM: *Capacity subject to change 32a.) GM 9,900# 4.3L Gas 139" WB SRW ILO base bid	Deduct \$ 7,607
32b.) GM 9,900# 6.6L Gas 139"WB SRW ILO base bid	Deduct \$ 6,264
32c.) GM 10,100# 6.6L Gas 139"WB SRW ILO base bid	Deduct \$ 6,027
32d.) GM 12,300# 6.6L Gas 139"WB DRW ILO base bid	Deduct \$ 5,829
32e.) GM 12,300# 6.6L Gas 159"WB DRW ILO base bid	Deduct \$ 6,516
32f.) GM 14,200# 6.6L Gas 159"WB DRW ILO base bid	Deduct \$ 4,922
32g.) GM 14,200 6.6L Gas 177"WB DRW ILO base bid	Add Sx Deduct \$4,109

BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
Deduct \$ 4,426
Deduct \$ 3,411
Deduct \$ 2,444
Deduct \$ 2,022
Deduct \$ 2,273
Deduct \$ 2,073
Deduct \$ 1,602
Deduct \$ 296
Deduct \$ N/A
Add \$ 570
Add \$ 1,800
Add \$ 920
Add \$ 1,280
Add \$ 15,000
Add \$ 800
Add \$ 1,200



1900 S. Riverside Ave. Colton CA 92324 (800) 437-5522 https://a-zbus.com



Brandon Bluhm bbluhm@a-zbus.com (909) 709-7004

Quote #21922

November 3, 2021 2021 (or) Newer Micro Bird G5 Ford 200

Customer:

Waterford Unified School District

Mailing

219 N. Reinway Avenue

Address:

Bldg. 2

Waterford, CA 95386

Attn:

Phone:

Email:

Quantity:

1

GVWR:

14,500#

Engine:

7.3L Ford Gas

Fuel Type:

Gas

Fuel Port:

Capacity:

AC:

Standard

24 Amb 2 CRS

MCC 55K + OEM EV/RR/Wall 2 Comp Skrt

Wheelbase: 158"

Transmission: 6 Speed Auto w/OD

Suspension:

Spring/Spring

Brakes: Upholstery: Hyd Blue

WC Lift:

N/A

#### **Body Content**

- SCHOOL BUS YELLOW
- **DUAL BIN STOWAGE & 3 CUP HOLDERS**
- FRONT FLOOR VINYL
- EXTERIOR MIRROR DELETE
- FRAME PUCKS
- RADIO PREPARATION/2 SPEAKERS
- PANEL BELOW WINDOW ALUMINUM
- BODY WHEEL HOUSING DW G5 76"
- STRUCTURAL CAGE
- DECAL MICRO BIRD ENG YLW BACK
- DECAL -SCHOOL BUS-
- CLEAR GLASS ENTRANCE DOOR
- DOD ELECT CONTROL
- DECAL EMERGENCY DOOR

- **EXTERIOR SKINS**
- EXT WINDOW TRIM
- DOUBLE OPENING DOOR 32 IN
- FORD OR GM CONSOLE FOR **SWITCHES**
- INT & EXT FINISHING PARTS
- STANDARD FRONT STRUCTURE
- FLOOR STEEL GALVANIZED 14GA
- ENTR GRAB LH 11/4 IN LH SS PLAIN
- **GLOVE COMPARTMENT**
- **GRAVEL SHIELDS MOLDED**
- DRIP RAILS
- HEATER HOSE ONLY (1X)
- INT MIRROR 6X16 IN
- PNT ROOF SKINS 0 R/H SPEAKERS STD

A-Z Bus Sales, Inc.

Quote #21922 - R25 11/03/2021

- INTERIOR FINISH STANDARD
- STANDARD LED DOME LIGHTS
- IDENTIF.& CLEARANCE LIGHTS LED
- DIRECTIONAL LED LIGHTS NO ARROW
- DEC BIRD BLACK
- STEPWELL LED LIGHT
- LICENSE PLATE LIGHT LED
- REFLECTORS REAR (4) RED-3M
- STOP & TAIL LED LIGHTS
- RR DOOR LATCH/SLIDE BAR/3 POINT
- MORE VIEW W/CLEAR GLASS TEMPERED
- PAINT EXTERIOR SCHOOL BUS YELLOW
- PAINT ROOF WHITE G5
- PLYWOOD 1/2"
- EMERGENCY EXIT AJAR BUZZER
- TELESCOPIC RETAINER REAR DOOR
- RR DOOR 2 GLASSES
- FRONT CAP SB OR COM STANDARD
- REAR CAP SB OR COM STANDARD
- REFLEC TAPE EMER/D YELLOW 3M
- RUB RAIL FLOOR LEVEL
- RUB RAIL BLACK
- RUB RAIL SEAT LEVEL
- REAR STRUCTURE STANDARD
- STANDARD FLOOR STRUCTURE
- ELEC SYS W/SOLENOID 200A
- CENTRAL SPEAKERS IN CEILING
- STATIC ROOF VENT
- WHEEL HOUSINGS STEEL
- TRIANGULAR WARNING DEVICE
- SHUT-OFF VALVE UNDER BODY(AUX HEAT)
- WHEEL TRIM BLACK
- SEQUENTIEL 8WAY SYSTEM
- WIRING SYSTEM STANDARD
- BBX TRAY SLIDES
- BBX DOOR STD
- BBX W/AUX BAT.

- "STOP WHEN RD LIGHTS FLASH"
   6"DECAL
- DECAL BATTERY LOCATION
- EMER/OVERRIDE SWITCH W/WSQ AND WPB
- CHILD CHECK EP1 CA SPEC
- EXTINGUISHER 5 LBS
- HOOD OVER WARNING LAMPS (BLACK)
- INTERLOCK REAR EMER.DOOR RED LIGHT
- JOINT STRENGTH STEEL FLR C/FMVSS221
- PILOT LIGHT DASH EMERGENCY EXITS
- MUD FLAPS
- FMVSS 210 SEAT BELT ANCHORAGE
- WINDOW TRIM PROTECTION
- G5 SIDE SKINS REINFORCEMENTS
- A/C MCC 55K+OEM EV/RR/WALL W/CON 2C
- BLACK ARROW 6IN INSIDE EMER/D
- CEW BARRIER STANDARD RIGID HI 39 /LEFT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK
- CEW BARRIER STANDARD RIGID HI 39 /RIGHT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK
- BACKING SAFETY HORN SAE 112DBA
- BACK-UP CAM W/SCREEN IN MIR ROSCO
- BLACK AROUND WARNING LAMPS DELETE
- ENTRANCE STEP RISER BLACK ZENITH
- SMOOTH BLK FLOOR W/WHITE NOSE
   ZEN
- ENTR GRAB RH 1¼ IN SS PLAIN
- HEATER REAR 42000BTU
- INT FRONT SKINS REINFORCED
- INT FINITION RR W/A/C MCC 55K
- 39 IN KICK PANEL UNDER LH BARRIER
- 39 IN KICK PANEL UNDER RH BARRIER

- DOME LIGHTS ON BATTERY
- DOME LIGHTS REAR WITH SWITCH
- BACK-UP LIGHTS LED
- READING LIGHT ABOVE DRIVER LED
- LEG CEW DOUBLE
- WHITE STROBE LED LIGHT ON BATTERY
- EXTERIOR LIGHTS LED ENTRANCE DOOR
- MIRROR ROSCO SB HTD W/TIMER
- "PERMIT HOLDER" 5 IN X 9 IN
- HPADS GREY W/AC RR 55K W/RR/D
- PAINT WHEEL YELLOW
- REAR DOOR GLASS (2) DARK TINT 26%
- RUNNING BOARD LEFT ALUMIN. PAINTED
- RADIO AM/FM/CD/USB MB WITH PA
- RUB RAIL SKIRT
- SIDE SKIN SUPP & M/FLAP W/BBX & A/C

- STOP ARM SMI STOP LED/STROBE REAR
- CEW SCHOOL ICS/3PTS RIGID HI 39 /LEFT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- CEW SCHOOL ICS/3PTS RIGID HI 39 /RIGHT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- CEW SCHOOL 3PTS RIGID HI 39 /LEFT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- CEW SCHOOL 3PTS RIGID HI 39 /RIGHT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- UNDERCOATING BODY AND CHASSIS
- HEATER VALVE BLEEDER
- WIN S/S TINT 26%
- 8 WAY WIRING POWER ON BATTERY
- 2 BACK WINDOWS DARK TINT (26%)
- 8 WAYS STD LED STROBE 4 AMBER 4 RED

#### Chassis Content

- CHASSIS
- G5 CHASSIS BASE
- BATTERY 78 AMP-HR
- CLOTH BUCKET SEAT
- MEDIUM FLINT CLOTH INTERIOR TRIM
- DUAL REAR WHEELS
- ENGINE COOLING SYSTEM
- ENGINE OIL COOLER
- ELECTRONIC STABILITY CONTROL
- HORN DUAL NOTE
- HILL START ASSIST
- SPECIAL DEALER ACCOUNT ADJUSTMENT
- SPECIAL FLEET ACCOUNT CREDIT
- TRANSPORTATION CHARGES
- PNEUS LT225/75RX16E- DRW (HANKOOK)
- INTERMITTENT WINDSHIELD WIPERS

- REAR AXLE RATIO 4.56
- LICENSE PLATE BRACKET
- 158" WHEELBASE
- GROSS VEHICLE WEIGHT RATING 14500LBS
- 50 STATE EMISSIONS SYSTEM
- 6 SPEED OD TRANSM. W/ 6.8L GAS
- SCHOOL BUS PACKAGE E-SERIES
- GAWR FRONT 5000 LBS
- SPARE TIRE & WHEEL NOT INCLUDED
- TILT STEERING WHEEL
- AUX HEATER A/C WITH FRONT CONTROL
- FRONT DASH AIR (AIR CONDITIONING)
- DELETE PASSENGER AIR BAG
- DOOR RIGHT HAND NOT INCLUDED
- INSIDE REARVIEW MIRROR

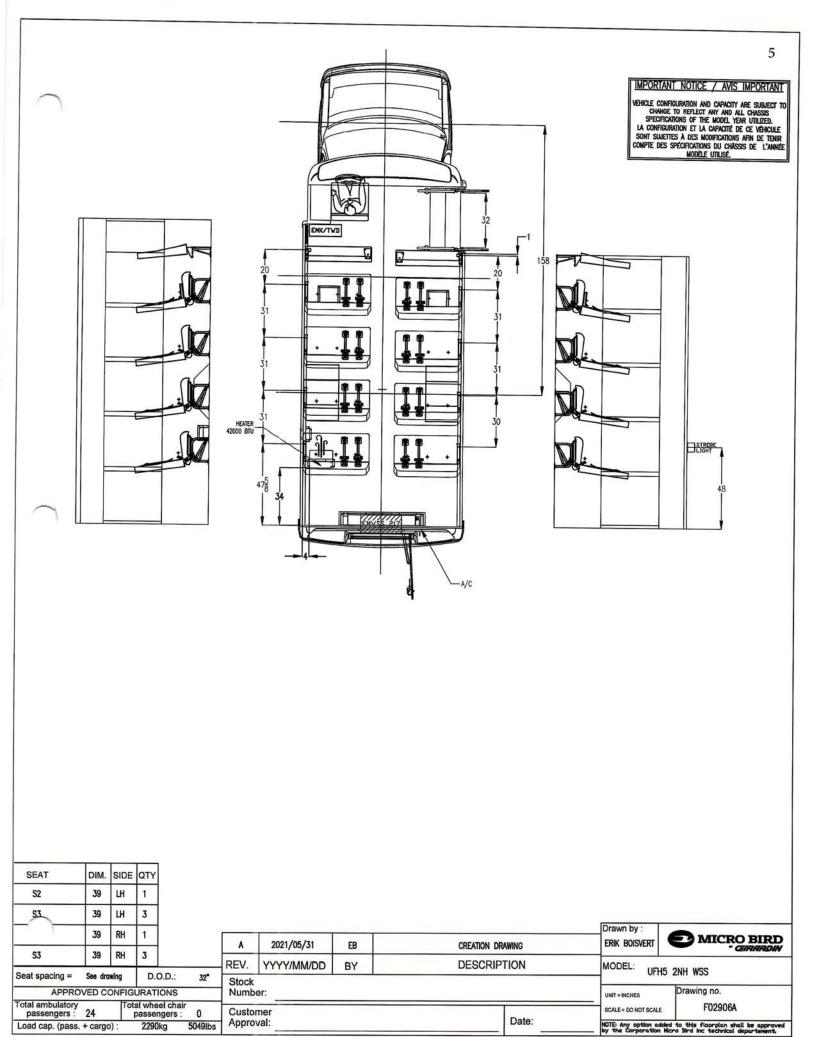
- ALT EXTRA HD 240AMPS/ 6.2L GAS ONLY
- DUAL BATTERY 78 AMP 750 CCA
- 16 X 6 WHITE STEEL WHEELS DRW
- ENGINE FUEL TANK 40 GAL (151 L)
- BLACK BUMPER AND GRILL
- REAR GAWR 9600 LBS
- 7.3L V8 PREMIUM ENGINE
- ALIGNMENT FORD

- BUMPER REAR STEEL 3/16
- CHASSIS PREPARATION
- RELOCATE EXHAUST TO REAR
- FUEL INTEGRITY REINFORCEMENTS
- GVWR 14,500 LBS FORD
- FUEL FILLER POT
- DRIVE LINE GUARD FRONT/REAR
- EXHAUST FLUSH TO BUMPER
- 4 WHEEL DISC BRAKES WITH ABS

#### Dealer Added Content

- Lettering
- Hand held stop sign & holder
- FE/FAK/Decals CA specs

- EP1 Child check safety system CA spec
- · Fog lights in front bumper area



### Waterford Unified School District

219 Reinway Avenue, Bldg 2 P.O. Box 270 Waterford, CA 95386 (209) 874-1809

#### Bid #01/22 "School Bus(es)"

Date:11/3/2021			
The undersigned fully understands that The undersigned, having carefully read the October 21, 2021, and the Specifications, documents the following:	Notice To Bidders as published	on October 14, 2021, and	
One or more – Description:	Collins Nexbus DH500		
Capacity:	25 Ambulatory	<del></del>	
Cost (excluding sales tax)	95,273.07	+ Sales Tax	
Estimated Delivery Date:	240-180 Days ARO		
Note: Pursuant to Public Contract Code Sections the State of California (Including but not limited to Monterey, Fresno, and Santa Barbara Counties) to conditions. The Bidding Agency waives its rights and authorizes each District to make payment dir payment of reasonable costs per Public Contract reject any and all bids, and to waive any irregular	o: Kern, San Bernardino, Orange, San o purchase equipment and supplies us to require other Districts to draw the ectly to the successful Bidder. The Bi Code Section 20118. We understand	Diego, Riverside, Los Angeles, nder the same terms and ir warrants in favor to this District idding Agency agrees to waive the District reserves the right to	
Name of Bidder:	A-Z Bus Sales, Inc.		
Signed by:	3/1/10 Z	<u> </u>	
Name & Title:	John Landherr / President 8	k CEO	
Address:	1900 S. Riverside Avenue		
<u>:-</u>	Colton, CA 92324		
Phone:	951-781-1841		
Fax:	951-781-9806		

jlandherr@a-zbus.com

Email:

#### **SPECIFICATION**

# BIDDER'S RESPONSE MUST COMPLY OR STATE DEVIATIONS IN FULL

Specifications that follow are minimum basic requirements. Bidder must list any deviations from these specifications. If bidder claims item "Meets or Exceeds" specifications, documentation must be provided with bid to substantiate claim. Failure to do so will result in rejection of your bid and/or product for non-compliance.

2021 (or	newer) T	ype-A1	style	School	Bus
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Capable of supporting the specified 25-passenger capacity.

Body & chassis are to be designed and engineered to be compatible, formed and integrated as a complete vehicle, utilizing a cutaway front section vehicle with a left-side driver's

Bus manufacturer shall be ISO 9001:2015 certified.

Bidder must be a valid franchised dealer for units bid in the state of California.

Vehicles bid shall meet All Applicable FMVSS & current California standards for school buses in affect at time of manufacture.

YEAR: 2021 (or Newer)

CHASSIS MFG: Ford

MODEL: E450

BODY MFG: Collins Bus

MODEL: DH500

CAPACITY: 25 Ambulatory

#### **VEHICLE DIMENSIONS:**

G.V.W.R. - 14,500# minimum.

Wheelbase shall not exceed 158".

Overall length 264" maximum.

Overall height 111" maximum.

Overall width 96" (excluding mirrors).

Headroom 76.5" minimum at center aisle.

G.V.W.R: 14,500#

WHEELBASE: 158"

OA LENGTH: 264"

OA HEIGHT: 111"

OA WIDTH: 96"

HEADROOM: 76.5"

#### **CHASSIS REQUIREMENTS**

AXLES: Front – 5,000# GAWR
Rear – 9,600# GAWR

Rear axle ratio: 4.56

COMPLY

#### **BRAKES:**

Power disc brakes front and rear with four wheel antilock.

ESC - Electronic Stability Control shall be provided.

#### **BUMPERS:**

Front - As provided by chassis manufacturer.

Rear – Rear bumper shall be 3/16" pressed steel channel, 10" high & flanged 2" top & bottom. The bumper shall wrap around the back corners of the bus & extend 12" forward measured from the rearmost point of the body at the floor line. The ends shall be protected & flush mounted to the body sides.

\_\_\_

COMPLY

COMPLY

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
DRIVELINE: Driveline guard around shaft front & rear.	COMPLY
ELECTRICAL SYSTEM: Alternator - 210 amp. Manufacturer supplied.	
Battery – Dual (2) 750 CCA each maintenance-free batteries. Chassis manufacturer supplied. A battery compartment with additional storage to be provided.	
Electrical Compartment –All body wiring & fuses to be located in an electrical compartment in the front interior bulkhead above the windshield, easily accessed through a hinged door. Wiring shall be continuously enclosed in a loom meeting SAE standards & routed for protection from heat, moisture, solvents, corrosion, road debris, abrasion & tension with grommets provided at all points where wiring penetrates metal or other materials with acute edges. Wiring harness shall be routed above windows inside easily removable molding. The wiring harness shall be color & function-coded with labels for easy identification of system functions.	COMPLY
ENGINE: 7.3L V-8 350hp/468 lb-ft torque Gasoline engine. Hill start Assist shall be included.	COMPLY
FUEL TANK: 40-gallon capacity minimum with heat shield. Exterior fuel tank opening as supplied by chassis manufacturer. A spring-loaded fuel door & fuel sending access cover shall be provided.	COMPLY
GLASS - CHASSIS: Windshield shall be tinted as provided by chassis manufacturer. Driver's door shall be tinted & glass shall be banded.	COMPLY
HORN: Dual electric note.	COMPLY
INSTRUMENTS: Dash instrument/gauge package as provided by chassis manufacturer, located within easy viewing of the seated driver & include trip odometer.	COMPLY
SHOCK ABSORBERS: Two front & two rear.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
STEERING: Full power steering. Steering wheel shall be tilt type. An air bag shall be provided for driver's side only.	COMPLY
SUSPENSION:  Manufacturer's coil front & multi-leaf rear.  Front stabilizer bar shall be provided.	COMPLY
TIRES: Six (6) LT245/75R 16E black side wall all season radials.	COMPLY
TRANSMISSION: Electronic, automatic 6 speed with overdrive. Oil cooler shall also be provided.	COMPLY
WHEELS: Single front & Dual rear, Six (6) 16" X 6", steel.	COMPLY
BODY REQUIREMENTS	
AIR CONDITIONING:  ACT 70k dual compressor, 2 fan, CS-2 skirt mount condenser, dash & EV20 In-wall evaporator AC system shall be provided.	COMPLY
CONSTRUCTION:  Construction shall be of a body on chassis integral design.  Lateral cage members shall consist of continuous tubular roof bows members extending from the floor on one side, across the roof, to the floor on the other side. Assembly shall consist of G90 galvanized High-strength Low-allow tubular steel. All longitudinal structural members shall be continuous & extend from the forward-most roof bow to the rear-most roof bow. Roof bows shall pass through the longitudinal members at each intersection and create an interlocking structure.	COMPLY
Exterior roof panels shall consist of two (2) full length panels with a single longitudinal lap joint at the bus centerline. End caps shall be contoured fiberglass front and rear. Each bus shall be completely water tested for assurance of no water leakage.  Exterior side skins are to be 22 gauge galvanized steel. All overlapping seams are to be caulked before assembly.  Floor construction shall consist of "closed" C-section steel cross members extending the entire width of the vehicle body & located directly above attachment points where the floor structure fastens to the vehicle frame.	

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
Crossmembers to be reinforced at frame attachment points. The floor structure is to be attached to the vehicle chassis frame rails through rubber mounts on both upper & lower side of the upper frame rail flange. All fasteners attaching the vehicle body to the vehicle chassis frame shall be capable of being inspected & accessible from outside the chassis frame rails.  Inner lining panels are to be sectional with hemmed lateral seams & shall overlap from the rear to the front of the vehicle. Structural adhesive & locking Torx-head tamper resistant fasteners shall secure the interior panels around the entire perimeter.	COMPLY
EMERGENCY EXITS:  Emergency door shall be located at the rear center of the bus.  Door shall be outward opening with a 50"x36" clear opening & shall utilize a maintenance-free 10 gauge stainless steel continuous hinge for the highest integrity at the door pivot point. A positive rear door latch shall use a slide-bar design. A rear door locking-pawl check shall provide a positive hold in the open position to prevent the door from closing during emergencies & evacuation. Upper & lower tint door glass, header pad, buzzer, pilot light, vandal lock shall also be included.	COMPLY
ENTRANCE DOOR:  Electric operated, double leaf, outward opening entrance door, with 27" x 78" minimum clear opening. Each door panel shall have a full length clear AS-2 safety glass window, mounted in rubber to prevent water infiltration. Include header pad & security lock.  Drivers left side entrance door as provided by chassis manufacturer. A running board driver's step shall also be provided.	COMPLY
FLOOR COVERING:  1/2" plywood over steel. Black rubber floor, smooth under seats & 3/16" ribbed in aisle & entrance steps. Steps shall have white nosing. Drivers compartment flooring to be supplied by chassis manufacturer. All floor rubber is to be bonded to the plywood with a water proof adhesive. Extruded aluminum aisle trim & galvanized interior cove molding shall be provided.	COMPLY

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
GLASS:	MOST SOME ET GROSTATE DE VIATIONS IN TOLE
Side passenger 12" clear opening split sash with black	
aluminum window frames.	COMPLY
All glass to be tempered, tinted to allow 26% light	COMPLI
transmission. All window glass to be mounted in rubber seals	
to prevent water infiltration.	
HEATER & DEFROSTER:	
a. Front heater & defroster system as provided by chassis	
manufacturer.	COMPLY
b. 60K BTU rear floor mount heater.	
c. Two shut off valves for rear auxiliary heater, under body.	
INSULATION:	
Roof, side walls, front & rear end caps, roof bows & stringers	
shall be insulated with a minimum of 1.5" thick fiberglass non	COMPLY
carcinogenic insulation compressed into 1.25" cavities.	
Insulation material shall be flame resistant & have a R value of	
5 or more.	
LIGHTING: *All lighting shall meet state & federal FMVSS requirements.	
a. Headlights as provided by chassis manufacturer.	
b. Two recessed combination stop/tail lights; 4" right & left	
rear stop/tail lights in combination with 7" stop/tail lights	
with clear red LED lens.	
c. Front fender mounted directional lights as supplied by	
chassis manufacturer.	
d. Rear amber LED directional lights.	NACHARAN SCHOOLS (NACHARAN
e. 4" recessed LED clear back-up lights.	COMPLY
f. Clearance & identification lights, LED, wired battery hot.	
g. Eight lamp LED warning system with individual hoods,	
wired battery hot.	
h. Four interior LED dome lamps ceiling located, evenly spaced,	
wired battery hot. Two dome lights in last row shall be	
wired on a separate switch.	
i. Driver's LED dome light with separate switch.	
j. Two LED Stepwell lights, mounted front of stepwell,	
Controlled by entrance door or ignition key in "on" position.	
k. Required reflectors.	
I. Roof mount strobe light with pilot.	
m. Fog lights in front bumper area.	
n. Electric operated solid state stop arm with reflectorized	
blade & flashing LED lights.	
<ul> <li>All other lighting required to meet California standards.</li> </ul>	

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
MIRRORS: Interior – OEM 6" X 16" padded edges. A backup	Mest comment on state bettations in total
camera/mirror system shall be provided.	
Exterior - Mirrors shall conform to FMVSS 111 requirements to	COMPLY
include right & left rearview mirrors & convex mirrors	
incorporated in one assembly. Crossover mirrors to be	4
mounted on left and right front fenders. All exterior mirrors are to be heated.	
MUD FLAPS:	
Behind front & rear wheels.	COMPLY
Rear rubber fenders to be provided.	COMPLI
Per COME. Parkett, Part Communication, Section Parket and Appellation	
PAINT & LETTERING: Exterior - Yellow.	
Roof - White.	
Rub Rails - Black.	
Interior - White.	
Wheels - Yellow.	COMPLY
Bumpers - Black.	
All exterior body paint to be OEM two-part Hi-gloss acrylic	
urethane enamel.	
Lettering to California standards, supplied to vendor after	
award of bid to include District name, CA # & Unit #.	
Reflectorized vinyl marking all required emergency exits.	
RADIO:	COMPLY
AM/FM/PA radio system & minimum four (4) interior speakers.	CONTE
RUBRAILS: Minimum three (3) rubrails mounted on the body seat, window	
& floor level, 16 ga. G90 galvanized steel, extending from	COMPLY
behind the front cab door & to run continuously the full length	
of the body wrapping around the rear corners.	
SAFETY EQUIPMENT:	
a. 24-unit first aid kit.	
b. Fire extinguisher.	
c. Triangle warning devices in container.	
d. Sun visor, opaque.	COMPLY
e. CHP certificate holder.	
f. Back-up alarm.	
g. Hand held stop sign and holder.	
h. Accessory power socket w/cap.	
i. Child Check safety system – QP1 (or) Equal.	

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
SEATS (Passenger):  39" & 30" LH & RH Student Safety seats designed & installed to meet all requirements of FMVSS 222. The LH & RH front seats to have one child restraint position each. Gray vinyl Fire block upholstery to be provided. All passenger seats shall have 3pt belts as required by California law. Safety barriers required in front of RH & LH front seats, upholstered to match seats. Provide aluminized modesty panel under both barriers.	COMPLY
SEATS (Driver's): Drivers high back bucket seat as provided by chassis manufacturer. Include driver's seat belt.	COMPLY
STEPWELL: Stepwell to be manufactured of galvanized steel with the first step a maximum of 11" from the ground. An anti-hitch stainless steel handrail shall be provided on the left of entrance door. A second handrail to be provided on the right side of entrance to assist passengers entering the bus.	COMPLY
UNDERCOATING/RUST PREVENTION: The entire underside of the body, excluding an area around the chassis exhaust system shall be undercoated. Undercoating shall meet or exceed applicable federal specifications, including TT-C-520-B and FMVSS 302.	COMPLY
VENTILATION: Static non-closing vent installed in forward body section on roof.	COMPLY
WINDSHIELD WIPERS: Intermittent windshield wipers as provided by chassis manufacturer.	COMPLY
REPAIR MANUAL: Cut-away chassis owner's manual shall be provided.	COMPLY

AND THE RESIDENCE OF THE PROPERTY OF THE PROPE	BIDDER'S RESPONSE -
SPECIFICATION	MUST COMPLY OR STATE DEVIATIONS IN FULL
WARRANTY: Enclose a copy of bus manufacturer's limited warranty statements.	
<u>Chassis:</u> Manufacturer's standard shall be provided.	
<u>Body:</u> Manufacturer's standard shall be provided.	
1. Five (5) years or 100,000 miles:  a. Body Shell (including structural metal components welded or riveted together forming the floor, side walls, roof, front, or end caps) to be free from defects in structural integrity including rust-through.  b. School bus seat and barrier frames to be free of defects in structural integrity.	*See Attached Manufacturers Standard Warranty Statements
Two (2) years or 24,000 miles:     a. All components manufactured by the body manufacturer.	
3. One (1) year or 12,000 miles:  a. All body components not covered above, except chassis parts, wheelchair lifts, air conditioners, tires, and batteries, which are warranted by their manufacturers.	
4. Paint shall be warranted to the original purchaser only, that the bus body is affectively painted & free from coating defects in material & workmanship & covered for the life of the vehicle.	

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
ADDITIONAL AVAILABLE OPTIONS:	*All options subject to compatibility
1.) <u>Body Options:</u> *Capacity subject to change 1a.) TL308 Lo-Top SRW Transit ILO base model	Deduct \$ 2,872
1b.) TL-400/408 Lo-Top SRW Transit ILO base model	Deduct \$ 1,933
1c.) TH-400/408 Hi-Top SRW Transit ILO base model	Deduct \$ 1,461
1d.) TH-500 Hi-Top Transit ILO base model	Add \$ 371
1e.) TH-516WR WC w/wheelwells Transit ILO base model	Add \$ 1,845
1f.) PH516WF-R WC Low floor (Ramp) Transit ILO base model	Add \$ 12,046
1g.) SL400/408 Lo-Top SRW ILO base model	Deduct \$ 2,178
1h.) SH400/408 Hi-Top SRW ILO base model	Deduct \$ 1,712
1i.) DH400/416 4-Row+ ILO base model	Deduct \$ 472
1j.) DH416WR 4-Row+ WC w/wheelwells ILO base model	Add \$ 1,133
1k.) DH516 5-Row+ ILO base model	Add \$ 540
11.) DE416 Flat floor 4-Row+ ILO base model	Add \$ 70
1m.) DE416WR Flat Floor 4-Row WC body ILO base model	Add \$ 1,437
1n.) DE500/516 Flat Floor 5-Row+ ILO base model	Add \$ 1,241
1o.) DE516WR Flat Floor 5-Row+ WC body ILO base model	Add \$ 3,019
2.) Electric Engine & Powertrain Package:  EV Package to include fully integrated system with OEM bus provider. Batteries shall be lithium ion with nickel manganese cobalt (NMC) chemistry. Battery temperature to be maintained through an active thermal liquid cooled system, prolonging cell life. Batteries to run between the frame rails for optimal safety with manual service disconnects (MSDs) accessible & labeled for first responders. Total battery capacity must equate to 100+mile range with demonstrated efficiency rates provided.  Battery warranty to provide 5 years. All electric related drivetrain components to be warrantied for 5 years.  Bus shall be capable of AC level-2 charging with a SAE J-1772 connector. A variable speed noise generator to be included to warn pedestrians of the bus's approach.  Exhaust, transmission, and other components may be modified and/or removed to satisfy the requirements of the Electric drivetrain package.	Add \$ 210,000

SPECIFICATION	BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
3.) EV – ELECTRIC OPTIONS:	MIOST COMPLY OR STATE DEVIATIONS IN FULL
3a.) J1772 Portable charging adapter - Standard	Add \$ 799
3b.) High-powered J-1772 Portable charging adapter	Add \$ 999
3c.) CCS-1 charge port capable of standard AC level-2 charging and DC level-3 charging at a minimum of 50 kWh with bi-directional flow for vehicle-to-grid (V2G) capability	Add \$ 4,209
3d.) AC system for EV model	Add \$ 8,924
3e.) Heater system for EV model	Add \$ 6,349
3f.) Telematics portal access to receive live telematics updates on the bus – Each 1 Year Subscription (*A Multiple year subscription for multiple buses may also be purchased – multiply Add \$ cost by # of years required)	Add \$3,000 First year / Hardware Included \$,000 Per year / Annual License
3g.) Extended EV battery capacity	Add \$ 35,000
3h.) Software: Charge management software serviced package for EV To maintain bus charging levels and minimize cost — Each 1 Year Subscription (*A Multiple year subscription for multiple Buses may also be purchased — multiply Add \$ cost by # of years required)	Add \$ 4,500 First year / Hardware Included \$3,000 Per year / Annual License
3i.) EV Charging Stations: 3i1.) AC Level-2 Charging station with pedestal	Add \$ 4,595
3i2.) AC Level-2 Connected charging station with pedestal	Add \$ 6,950
3i3.) DC Level-3 Charging station	Add \$ See below
3i4.) DC Level-3 Charging station capable of V2G Bi-directional flow	Add \$ See below
3j.) Paint bumper green (or) blue	Add \$ 786
3k.) Paint wheels green (or) blue	Add \$ 1,092
4.) Fire suppression: 4.) Fog Maker	Add \$ 4,176
4b.) Amerex	Add \$ 5,400
5.) Automatic tire chains	Add \$ 4,110

SPECIFICATION	BIDDER'S RESPONSE -
6.) Wheels & Spares:	MUST COMPLY OR STATE DEVIATIONS IN FULL
6a.) OEM standard Steel wheels ILO painted yellow (4)	Deduct \$ 156
6b.) Aluminum wheels (4)	Add \$ 2,215
6c.) Spare tire & Steel wheel	Add \$ 564
6d.) Spare tire & Aluminum wheel	Add \$ 695
7.) Tire jack & tools	Add \$ 492
8.) Collision Mitigation: 8a.) Passive alert system	Add \$ 1,980
8b.) Active alert system	Add \$ 5,754
9.) Battery disconnect switch	Add \$ 216
10.) Heaters: 10a.) Delete 60,000K BTU Floor mount	Deduct \$ 306
10b.) 60,000K BTU Wall mount	Add \$ 101
11.) Mirrors: 11a.) Heated & Remote mirrors	Add \$ 485
11b.) Delete heated only mirrors	Deduct \$ 151
12.) <u>Camera &amp; Specialty Systems:</u> 12a.) Standard 3 head camera system, installed	Add \$ 3,322
12b.) Additional camera head - Each	Add \$ 571
12c.) Delete backup camera/mirror system	Deduct \$ 299
12d.) EP2 Child check safety system (or) equal (Standard system - Programming not included)	Add \$ 635
12e.) Zonar, Standard system installed	Add \$ 1,872
12f.) Z-Pass & Tablet for Zonar system	Add \$ 1,134
12g.) WiFi router & antenna	Add \$ 1,446
12h.) 12v USB power ports for each passenger	Add \$ 1,594
12i.) 360 Degree camera system, installed	Add \$ 3,820
13.) Delete LED 8-way warning lights & Stop arm (Incandescent/Halogen provided)	Deduct \$ 747
14.) Remove Strobe light w/pilot	Deduct \$ 128
15.) Remove Fog lights	Deduct \$ 332
16.) Remove PA from radio	Deduct \$ 82

October 2022 11

SPECIFICATION		BIDDER'S RESPONSE -
17.) 6" driver's auxiliary fan		MUST COMPLY OR STATE DEVIATIONS IN FULL Add \$ 70
18.) Lo-profile roof vent/emergency hatch		Add \$ 461
19.) Acoustic headlining - full length		Add \$ 287
20.) Floor: 20a.) 5/8" treated plywood		Add \$ 123
20b.) Dark Gray rubber flooring		Add \$ 246
		Deduct \$ 621
21.) Manual operated entrance door control		
22.) Storage equipment cage – LH rear interior tube cage (Some models)		Add \$ 432
23.) 3pt Floor Mount Seats:	23a.) 45" (LH only)	Add Each \$ 864
	23b.) 39"	Add/Deduct Each \$ 667
	23c.) 36"	Add Each \$ 654
	23d.) 30"	Add Each \$ 640
*Capacity subject to change	23e.) 26"	Add Each \$ 659
24.) 3pt seats with "Child Restraint" positions	s: 21a.) 39"	Add/Deduct Each \$ 840
	21b.) 36"	Add Each \$ 1,121
	21c.) 30"	Add Each \$ 998
*Capacity subject to change	21d.) 26"	Add Each \$ 1,016
25.) Upholstery Blue or Brown in lieu of standard Gray		Add \$ N/C
26.) School Activity Bus: *Capacity subject to change		
26a.) School Activity seats w/fabric upholstery & 3pt belts		Add Each \$ 986
26b.) Add row of dome lights down center aisle ceiling		Add \$ 443
26c.) Front & Rear flip visors & flip signs		Add \$ 1,218
26d.) Delete 8way warning lights & stop arm, paint exterior white for MFSAB Multi-Function School Activity Bus (All other school bus requirements to be included)		Deduct \$ 785

	BIDDER'S RESPONSE -
SPECIFICATION	MUST COMPLY OR STATE DEVIATIONS IN FULL
27.) Special Needs Equipment: *Capacity subject to change	8 core
27a.) Ricon wheelchair lift & door	Add \$ 7,887
27b.) Braun wheelchair lift & door	Add \$ 6,954
27c.) L-Track wheelchair position	Add Each \$ 1,050
27d.) Left side L-Track, full length	Add \$ 1,098
27e.) Right side L-Track, full length	Add \$ 1,098
27f.) Q-Straint QRT retractable W/C tiedowns	Add Each set \$ 657
27g.) Surelok retractable W/C tiedowns (*WC tiedown sets Include Lap & Shoulder belts)	Add Each set \$ 657
28.) Air Conditioning:	NICLA STATE
1a.) In-wall Freeblow Tie-in & OEM front	Add \$ 3,228
1b.) Delete AC system provided on bid	Deduct \$ 3,625
1c.) OEM dash AC only	Add \$ 498
29.) HEPA Air purifying filtration system	Add \$ 3,403
30.) <u>Chassis Options –GM:</u> *Capacity subject to change	
30a.) GM 9,900# SRW 4.3L Gas ILO base bid	Deduct \$ 6,984
30b.) GM 10,100# SRW 6.6L Gas ILO base bid	Deduct \$ 5,363
30c.) GM 12,300# DRW 6.6L Gas ILO base bid	Deduct \$ 5,137
30d.) GM 14,200# DRW 6.6L Gas ILO base bid	Deduct \$ 4,205
31.) Chassis Options – Transit: *Capacity subject to change 31a.) Ford 9,070# SRW 3.5L Gas ILO base bid	Deduct \$ 5,256
	Nethodoxia and American
31b.) Ford 9,500# SRW 3.5L Gas ILO base bid	Deduct \$ 4,212
31c.) Ford 10,360# DRW 3.5L Gas ILO base bid	Deduct \$ 1,427
32.) <u>Chassis Options – Ford:</u> *Capacity subject to change 32a.) Ford 10,050# SRW 7.3L Gas ILO base bid	Deduct \$ 2,239
32b.) Ford 11,500# DRW 7.3L Gas ILO base bid	
	Deduct \$ 2,055
32c.) Ford 12,500# DRW 7.3L Gas ILO base bid	Deduct \$ 1,772
32d.) Ford 14,000# DRW 7.3L Gas ILO base bid	Deduct \$ 277
33.) Chassis Options – Dodge: *Capacity subject to change 33a.) Dodge Ram 9,350# SRW 3.6L Gas ILO base bid	Deduct \$ 5,927

# WATERFORD UNIFIED SCHOOL DISTRICT – BID #01/22 NEW 25 PASSENGER TYPE-A1 SCHOOL BUS

SPECIFICATION		BIDDER'S RESPONSE - MUST COMPLY OR STATE DEVIATIONS IN FULL
34. <u>Limited Qty pool chassis (Subject to availability):</u> 34a.) GM 14,200# DRW 6.0L Gas ILO base bid		Deduct \$ N/A
35.) Manual package		Add \$ 570
36.) Lap top for diagnostics		Add \$ 1,800
37.) <u>Factory warranty:</u> 37a.) 3 year limited Body parts & labor warranty 37b.) Extended EV model warranty		Add \$ 2,850 Add \$ 15,000
38.) Tech Training Class:	38a.) 4 hour class	Add \$ 800
*Multiple day classes may also be purchased – multiply Add \$ cost by # of	38b.) 8 hour class days required)	Add \$ 1,200



1900 S. Riverside Ave. Colton CA 92324 (800) 437-5522 https://a-zbus.com



Brandon Bluhm bbluhm@a-zbus.com (909) 709-7004

Quote #21923 November 2, 2021

2023 Collins DH500 Ford

Customer:

Waterford Unified School District

Mailing

219 N. Reinway Avenue

Address:

Bldg. 2

Waterford, CA 95386

Attn:

Phone:

Email:

Quantity:

GVWR:

14,500#

Engine:

7.3L Ford Gas

Fuel Type:

Gas

Fuel Port:

Standard

Capacity:

25 Amb 2 CRS

AC:

ACT 70L Ford EV20/Skrt

Wheelbase: 158"

Transmission: 6 Speed Auto w/OD

Suspension:

Spring/Spring

Brakes:

Hyd

Upholstery:

Gray

WC Lift:

N/A

### **Body Content**

- Seat, 39", 3-PT, RH, W/1 ICS, 3 -PAX
- Seat, 39", 3-PT, LH, W/1 ICS, 3 -PAX
- AC 70K ACT FORD 7.3G EV20/SKRT
- DOOR ENTRANCE SH/DH 24" TEMP
- DOOR ENTRANCE CONTROL **ELECTRIC**
- DOOR REAR EGRESS ALUM RH HINGE
- DOOR REAR HINGE 1PC STAINLESS
- DOOR REAR LATCH 1PT
- ELEC FRAMEWORK FORD SCHOOL BUS
- DOOR REAR RED PILOT ON DASH
- BACK-UP ALARM
- CHECKMATE EP1+ S/DOME ETF-CA
- BACKUP CAMERA W/ MR 6X30

- EXT STOR/BATT BOX DH 500/516
- MUD FLAPS REAR DH
- DRIVER ENTRANCE STEP FORD BLK
- FLOOR COVER BLK DRW CENTER 500
- STEP TREAD DH/E RIB BACKED BLK
- FLOOR SUBFLOOR DH/E500 1/2 PLY
- AISLE TRIM ADDITION ALUMINUM
- HEATER 60K FLR MOUNT FORD GAS
- INT PANELS REAR DH/DE AC
- STOP/TAIL/TURN 4IN FLUSH LED
- STOP/TAIL 7IN RED LED
- CLEARANCE LIGHTS LED
- LIGHTS DOME BODY BAT+SWITCH
- LIGHTS DOME DRIVER BAT+SWITCH
- TURN SIGNAL REAR 7IN AMBER LED

A-Z Bus Sales, Inc.

Quote #21923 - R24 11/03/2021

- LIGHTS REVERSE 4IN FLUSH LED
- LIGHTS STEPWELL HEADLTS+DOOR
- STROBE HI-PROF IGN 4' FROM RR
- WARNING LAMPS 8LT LED SURF MNT
- WARN SYS 8LT SEQ OVRD CNCL BAT
- VISORS 8LT
- MIRROR EXT FD DRW MAN HT BL
- PADDING PKG DH GRY FB
- PAINT BODY EXT FORD DH/DE YELL
- PAINT WHEELS YELLOW OUTER ONLY
- RADIO/PA AM/FM/BT 4SPK FORD
- RUBRAIL FLR LVL DH/DE500 BLK
- RUBRAIL SEAT LVL DH/DE500 BLK
- RUB WNDW LEVEL DH/DE500 BLK
- RUBRAIL NONE AT SKIRT LEVEL
- BARRIER LH 39D GRAY FB
- BARRIER SPACING LH 3PAX FMVSS
- BARRIER RH 39D GRAY FB
- BARRIER SPACING RH NONE
- SEAT LH 39D 3P FLEX GRAY FB
- SEAT LH 36D 3PT GRAY FB

- SEAT SPACING LH 25IN HIP/KNEE
- SEAT RH 39D 3PT FLEX GRAY FB
- SEAT SPACING RH 28IN HIP/KNEE
- INSTALL SEAT TO FLOOR BOLT/NUT
- KICKPANEL 39" DRW HSM LH BARRI
- SIGN 6IN STOP WHEN RED CA
- SIGN ENDCAP "SCHOOL BUS" DECAL
- SIGNAGE ID COLLINS
- WARN LABEL CALIF PROP65 EMISS
- INFO LABEL CA "EMPTY WT:"
- EMERG EXIT INT & EXT CA
- STOP ARM REAR LED "STOP" 7000
- STATIC ROOF VENT W/CONTROL
- WINDOW TRANSITION FORD TEMP
- WNDWS REAR BODY DH/DE TEMP AS3
- WNDW REAR DOOR LOWER TEMP AS3
- WNDW REAR DOOR UPPER TEMP AS3
- WINDOW SASH H/E TEMP TINT
- UNDERCOATING FULL UNDERBODY
- VANDAL LCK RR DOOR CHV E-S

#### Chassis Content

- BATTERY W/BOX 1 BATT FORD GAS
- FU/22/D158/7.3P/14500/Y/ACTC
- BUMPER 10" GALV EXH UNDER/SD
- BRACE BUMPER DE/H 400/416/500
- CHAS FUEL PREP F GAS DH/DE
- CHASSIS MODEL PREP FORD L/H500
- FUEL SENDING UNIT ACCESS COVER
- EXHAUST FORD LH GAS
- EXT PANELS REAR DH STL W/DOOR
- EXT PANELS ROOF DRW 500 ALUM

- EXT PANELS SIDE DH 500 STEEL
- SKIRT DH 500 STEEL W/CONDENSOR
- INT PANELS LOWER EMBOSS H500
- INT PNLS UPPR DRW 500 SMTH ALM
- GRABRAIL LH ENTR 42IN BARR MNT
- GRABRAIL RH ENTR 30IN
- PERMIT HOLDER 6X9 METAL
- ROOF AND WALL BOW INSULATION
- BATTERY ADD FORD GAS

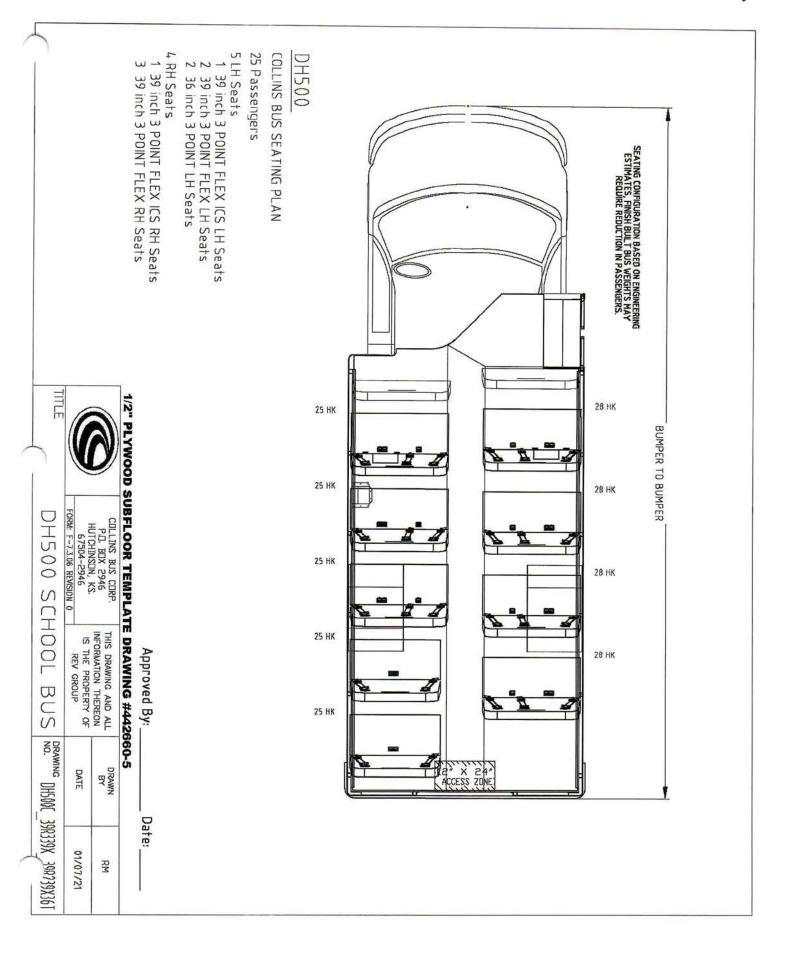
### Dealer Added Content

- Lettering
- · Hand held stop sign & holder
- FE/FAK/Decals CA specs

- EP1 Child check safety system CA spec
- Electric air drain valves w/controls in drivers compt
- Fog lights in front bumper area

A-Z Bus Sales, Inc.

Quote #21923 - R24 11/03/2021





# ORCUTT Union School District HUMAN RESOURCES MEMORANDUM

TO:

Dr. Holly Edds

**District Superintendent** 

FROM:

Susan Salucci

Assistant Superintendent of Human Resources

DATE:

February 9, 2022

RE:

Western Governors University Student Teaching

Agreement

BACKROUND:

Western Governors University is requesting approval of the

Student Teaching Agreement with the Orcutt Union School

District for the Teacher Education Programs.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the

Western Governors University Student Teaching

Agreement for the Teacher Education Programs with the

Orcutt Union School District.

**FUNDING:** 

N/A



# Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

#### STUDENT TEACHING LETTER OF AGREEMENT - CALIFORNIA

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Orcutt Union School District ("District"), and is effective as of the date of the signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

#### A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort.

#### **B.** Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a District employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other
  individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU
  or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall
  be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU
  welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of inclassroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and
  continuous requirement in California (currently 13 weeks, or 16 weeks for special education) or the
  State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all
  applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

#### C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Has documented completion of training/professional development equivalent to 10 hours that
  includes: a two-hour orientation to the program curriculum, and eight hours of training in effective
  supervision approaches such as cognitive coaching, adult learning theory, and current contentspecific pedagogy and instructional practices, as required by the California Commission on Teacher
  Credentialing (CTC);
- Holds a teaching credential or license for the subject area and/or grade level being taught;
- Has a minimum of three years of teaching experience, five years preferred, with two or more years teaching in the placement school and/or District, and have strong evaluations;
- Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective when a state, district, or school provides such ratings;
- 3 Successfully and with positive impact mentored student teachers, colleagues, and/or other adults;
- Competently uses technology for communicating via email and completing online evaluation forms;
   and
- Consistently models the dispositions and ethical considerations expected of WGU Teacher Candidates:
  - o Caring and considerate
  - Affirming of diversity and cross-culturally competent
  - o Reflective practitioner
  - o Equitable and fair
  - Committed to the belief that all students can learn
  - o Collaborative
  - Technologically proficient
  - o Professional leadership

#### D. WGU Responsibilities

#### WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experience.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the
  District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive
  professional development hours connected to the successful completion of WGU Cooperating
  Teacher training.
- Require Teacher Candidates to: (i) complete a background check acceptable to District, and (ii) have a current Tuberculosis (TB) Risk Assessment and/or examination. Upon request, Teacher Candidates will be required to provide documentation to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.

• Facilitate a cohort seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

#### E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates. Clinical supervision may include an in-person site visit, video capture, or synchronous video observation.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs
- Require Cooperating Teachers to complete and document training/professional development
  equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight
  hours of training in effective supervision approaches such as cognitive coaching, adult learning
  theory, and current content-specific pedagogy and instructional practices, as required by the
  California CTC.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

#### F. Additional Terms

- **Term**. This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact**. Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.

#### Education Records.

- o District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
- WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all
  District student records. District shall not grant Teacher Candidates or WGU employees access to
  individually identifiable student information unless the affected student's parent or guardian has
  first given written consent using a form approved by District that complies with FERPA and other
  applicable law.

#### Video Recordings.

During Student Teaching, Teacher Candidates complete a teacher performance assessment, which measures Teacher Candidate readiness to teach. A teacher performance assessment is designed for Teacher Candidates to submit real artifacts—lesson plans, video, and student work samples—to show the authenticity of the local teaching context and the way the Teacher Candidates respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, Teacher Candidates may be required to submit video recordings of themselves teaching in the classroom.

Additionally, recordings provide WGU an avenue to evaluate the performance of Teacher Candidates, and the Teacher Candidates with opportunities to evaluate themselves, reflect, and improve their instruction.

WGU provides the following guidelines to Teacher Candidates. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of the District's students should be agreed directly between the District and Teacher Candidates.

#### Teacher Candidate Guidelines

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- To protect confidentiality, remove your name and use pseudonyms or general references (e.g.,
  "the district") for your state, school, district, and cooperating teacher. Mask or remove all names
  on any typed or written material (e.g., commentaries, lesson plans, student work samples) that
  could identify individuals or educator preparation programs. During video recording, use only the
  first names of students.
- o You must follow appropriate protocol to submit recordings to WGU.
- You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
- You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- You must destroy all video recordings once the evaluation is complete.
- Right to Accept or Terminate a Placement. District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- WGU Insurance. WGU warrants and represents that it provides and maintains general liability insurance
  with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's
  request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole
  expense, workers' compensation insurance as required by law.
- Professional Liability Insurance. Teacher Candidates will be responsible for procuring and maintaining, at
  their own expense, professional liability insurance for the duration of the Field Experience with minimum
  limits of: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, (ii) \$2,000,000 per occurrence
  and \$2,000,000 annual aggregate.
- Status of Parties. Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
- Non-Discrimination. Both parties agree to fully comply with all applicable non-discrimination laws of
  District's state and municipality, and of the United States. Both parties will accept, assign, supervise and
  evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin,
  age, disability, veteran status, or any other basis protected by law.
- Entire Agreement. This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and

signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

By: State Ludwig Johnson

By: Holly Edds, Superintendent
Date: 2/9/2022

Point of Contact: Point of Contact: Mary Jane Dwyer
Email: fieldplacement@wgu.edu
Phone: 866-889-0132 (Option 1)

Por legal notices:
General Counsel

For legal notices:
General Counsel
Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107-2533

# **Joseph Dana**

### **Assistant Superintendent of Educational Services**



February 23, 2022

To: Dr. Holly Edds, District Superintendent

From: Joe Dana

Re: Safe Schools Plans for School Sites

# Background

California Education Code 35294 requires all public schools to develop, and have their school site council approve, a Safe Schools Plan that pursues the following goals:

- (1) Assuring each pupil a safe physical environment
- (2) Assuring each pupil a safe, respectful, accepting, and emotionally nurturing environment
- (3) Providing each pupil resiliency skills

In accordance with this law all of our district's schools have developed Safe Schools Plans that document strengths and needs in the areas of personal characteristics of students and staff, the school's physical environment, the school's social environment, and the school's culture. When you review these plans you will see that they address critical issues such as violence prevention, campus security, pedestrian and traffic safety, and emergency preparedness. Our schools are safer places for the annual process undertaken to review and write their Safe Schools Plans.

#### Recommendation

Staff recommends that the Board of Trustees approve the Safe Schools Plans for all of the district's schools as submitted.

# Fiscal Impact

None.



# Alice Shaw Elementary School

# Safe Schools Plan

**Orcutt Union School District** 

2021-2022 School Year

Address: 759 Dahlia Place Phone: (805) 938-8850

# **Table of Contents**

School Safety Committee
Safe Schools Mission and Vision Statement
Personal Characteristics of Students and Staff
The School's Physical Environment
The School's Social Environment
The School's Culture
Appendix

# **School Safety Committee**

Member Name	Position
Helena Avedikian	Principal
Cheri Palin	Office Manager
Erik Pedersen	Custodian
Linda Carlson	Office Clerk
Amy Ruth	Teacher
Jody Coffey	Teacher
Caline Pugh	Teacher
Jennifer Takkier	Parent
Kristina Urquhart	Parent
Dulce Iniguez	Parent
Katie Hernandez	Parent
Renee Weddle	Parent

#### **Mission Statement**

Our Mission: The mission of Alice Shaw School, is to ensure the educational success of all students by maintaining high expectations and a safe positive learning environment which empowers students to be productive citizens in a changing world.

The Safe School Committee shares a common feeling with our students, parents, and staff in that Alice Shaw School is a safe, supportive, nurturing environment for all children. This "safe school" perspective comes from a deep commitment, belief and cooperation from parents, community members, staff, district personnel, students, and law enforcement. In the development of this plan the Committee has followed the recommendations for the California Department of Education School Safety and Violence Protection document, Safe Schools: A Planning Guide for Action. In this document we will attempt to cover four major components including (1) Personal Characteristics of Alice Shaw's Students and Staff, (2) Alice Shaw School's Physical Environment, (3) Alice Shaw School's Social Environment, and (4) Alice Shaw School's Culture. This plan provides a template for maintenance of current programs and development of new programs to enhance the safety of our school.

#### **Vision Statement**

The vision of Shaw School is to provide for the educational success of all students through multiple pathways. The programs, policies and practices of Alice Shaw School reflects our commitment to helping all students learn at high levels.

Shaw Elementary School is committed to preparing children with 21st Century Learning Skills - Communications, Collaboration, Critical Thinking and Creativity. The students at Shaw School are global learners who use technology to increase their awareness and facilitate their contributions to the world around them. Shaw staff is focused on providing challenging Common Core State Standards based curriculum that meets the needs of all learners. All Shaw staff members understand the importance of providing a quality education through exemplary teaching practices and a commitment to excellence. Developing partnerships between staff members, students, parents and community members is essential for creating an environment that meets the needs of all students at Shaw Elementary School. At Shaw School, our students, parents, and staff are committed to working as a team to promote students involvement in the positive, scholarly and safe school culture.

#### Personal Characteristics of Students and Staff

#### Areas of Pride and Strength:

- All full-time certificated staff members are CLAD/BCLAD certified.
- English Language Development program serves to support teaching and instruction for English Learner students.
- Students in District Special Day Classes, Santa Barbara County Special Day Class, Special Education Resource and Speech Programs on campus are mainstreamed and/or interacted with their typically developing peers daily.
- Our breakfast and lunch programs serve hundreds of students daily.
- Student attendance is celebrated and monitored daily. When needed we will work within the School Attendance Review Board (SARB) program.
- Student Council provides leadership opportunities for students.
- Campus Connection childcare program serves students both before and after school.
- Health and well-being issues are taught during Growth and Development, Child Safe, Too Good for Drugs, and DARE instruction (6th grade).
- PTA sponsored activities and "family nights" promote a strong connection between home and school. PTA sponsored jog-a-thon promotes physical fitness.
- Red Ribbon Week promotes discussion on topics including drug, alcohol and tobacco awareness.
- Maintaining quality physical education and fine arts instruction are priorities at Alice Shaw. A physical education program in grades one through six, taught by a fully credentialed PE teacher, provides physical fitness instruction on a weekly basis.
- Compass Learning, a computer based program, is utilized to provide intervention and enrichment opportunities for kindergarten through six grade students in reading, language arts and math.
- Systematic Instruction in Phonological Awareness, Phonics and Site Words (SIPPS) intervention is being implemented with much success
- Staff attends professional development with various topics centered around teaching and learning.
- Positive Behavior Interventions and Support (PBIS) program is continuing.

#### Areas of Concern:

Alice Shaw will support and build caring relationships among students, staff, and the school community.

- 1. Continue a school-wide character education program highlighting a positive trait every 6 to 8 weeks.
- 2. Develop school spirit (i.e. Spirit Days) through Student Council.
- 3. Bullying issues continue to be addressed with anti-bullying discussions, counseling regarding use of electronic means of communication through the DARE program, school wide assemblies, internet use training and the PBIS program.
- 4. Build a strong citizenship program through the development of our Student Council, responsible leadership, and big buddies activities to enhance collaboration between primary and intermediate students.
- 5. School-wide Positive Behavioral Interventions and Supports Shaw Team continue training to guide the implementation and sustainability of evidence-based interventions to meet the academic, behavior and socio-emotional needs of all students. Continue PBIS training with Shaw Team.

- 6. Review office referral data through the PBIS lens.
- 7. Weekly Social Emotional lessons are implemented

### The School's Physical Environment

#### Areas of Pride and Strength:

- The staff maintains an updated School Disaster Plan. Fire and/or earthquake drills are conducted monthly. An intruder/lockdown drill is conducted annually. A log of emergency drills is maintained for inspection by the fire department and district personnel.
- The school has a detailed Emergency Response Plan. Every classroom/building has an emergency binder and a survival kit.
- The facilities have been remodeled and are in good repair. Each classroom has a telephone and a door that is able to be locked from the inside of the room
- Staff and volunteers wear ID badges.
- School Beautification Days allow parents, staff members, and students work to make the school grounds look nice.
- Monthly playground safety checks are completed and filed with the Maintenance, Operations, and Transportation Department of the district.
- The principal and/or teachers provide supervision for students as they arrive in the morning and depart in the afternoon.
- A solar panel, provided through a grant by PG&E, contributes to our electrical grid. The amount of electricity produced can be monitored on the Internet.
- The PTA has provided the plaza area at the front of the school to be used for various lunch occasions.
- The principal/office staff maintains vandalism logs, truancy logs, suspension/expulsion logs and office referrals.
- New Playground equipment was installed
- Playground sandboxes and playground equipment are monitored regularly for safety.
- Student and staff restrooms have been modernized and are scheduled to be cleaned daily. The alarm system has been upgraded and can be heard from all areas of the school campus.
- The middle of the parking lot provides a marked crossing area. Additional markings were added to highlight no parking areas and safe passageways.
- Walkie talkies are provided for communication between the office and the custodial staff.
- Safety information is included in our School Handbook, Parent Square is utilized to send communications reminders to students, parents and staff members.
- The Raptor system is used to screen and check-in visitors and volunteers.
- School marquee provides schedule/event reminders.
- Gates on the school's perimeter are locked during school hours.
- Parents are reminded not to bring dogs on campus.
- All County of Santa Barbara County and CA Dept. of Public Health Guidelines are followed for COVID 19 safety.

#### Areas of Concern:

Shaw School community will continue to identify, address and resolve physical environment issues and concerns.

- 1. Two-way radios will be used to improve supervision and communication.
- 2. All gates will be locked during school hours to direct visitors through the main hallway, past the office for monitoring. Staff members will continue to stress that volunteers and visitors check-in and check-out with the office before entering and exiting the campus.

- 3. Continue maintenance on building and classrooms to ensure safety.
- 4. OUSD continues to explore ways to make the campus a secure and safe environment.
- 5. Continue training on Parent Square a 21st Century School-Home Communication Platform which connects school and home to help improve student success.
- 6. The Raptor school visitor security system will be used to help safeguard the school.

#### The School's Social Environment

#### Areas of Pride and Strength:

- The school principal is actively involved in curricular matters, is readily available to all members of the school community and is visible on campus and in classrooms.
  - The principal is supportive and involved in academic and character (social-emotional behavior) matters.
  - On a regular basis, the principal greets students and their families as they enter the school grounds in the morning and depart in the afternoon.
  - Expectations for student behavior are clearly communicated in the Parent Handbook.
  - Weekly whole school convocation occurs in which weekly announcements conveyed, students are reminded of behavior expectations, students are awards for positive behavior, and school pride is celebrated.
  - The school's character development program contributes positively to the overall school environment. The programs helps to reduce the amount of Behavior Referrals.
  - Teachers establish consistant and fair classroom rules and consequences.
  - The principal, teachers, and parents work together to maintain high expectations for student behavior.
  - Internet safety is stressed. Students and parents sign an Acceptable Use Policy agreement before students access the Internet. The Securly monitoring system is used to monitor students on line searches.
  - Students are able to compete in academic endeavors (i.e. Spelling Bees, Battle of the Books, Math Super Bowl).
  - PTA sponsors many social activities throughout the school year to facilitate the school community getting to know each other.
  - · Theme days are planned by students to nurture school spirit.
  - Fall and Spring conferences promote collaboration between teachers and parents.
  - PTA and Business Sponsors provide financial support to school academic programs, field trips, and special projects.
  - The school is used after hours by many community organizations, i.e., girl scouts, soccer teams, etc.

#### **Areas of Concern:**

Alice Shaw staff strives to make our school a welcoming learning environment where students feel connected with their teachers, their peers, and the other adults.

- 1. School staff will proactively monitor "hot spots" in the hallways and on the playground for inappropriate behavior and to acknowledge appropriate behavior.
- 2. Counseling services will be offered by an OUSD Counselor to teach coping and social skills to identified students.
- 3. Continued efforts made to minimize classroom disruptions; instructional time will be maximized.
- 4. Administrator and staff will continue to revisit school rules and expectations for behaviors on a regular basis.
- 5. Office staff will continue to strive for top notch customer service with parents and community members.
- 6. The principal will make regularly scheduled visits to classrooms to "drop in," make observations and also discuss student behavior when necessary.

7.	Positive Behavior Interventions and Support (PBIS) training for the Shaw PBIS Team. This will help to continue building a safe and orderly environment conductive to learning at school.

#### The School's Culture

#### **Areas of Pride and Strength:**

- The belief at Alice Shaw School is that every student counts! This belief promotes a sense of connectedness, belonging and community.
- Shaw Students are connected and involved in the school and parent involvement is highly encouraged and supported.
- The principal is visible, approachable and attends PTA and other school events.
- Shaw staff participates in professional development opportunities throughout the year.
- Teachers meet in grade level Professional Learning Communities to discuss standards, student learning, data, and intervention during Wednesday early release days.
- Student Success Team meetings bring staff and parents together to discuss how to assist struggling students.
- Student award and incentive programs recognize students for academics, citizenship, effort, and cooperation.
- Upper grade students mentor primary grade students via a "Little Buddies" tradition which creates a special bond between older and younger students.
- The office staff creates a "welcoming," friendly, helpful and supportive atmosphere.
- Students receive PE, Art and Music instruction. At-risk students receive intervention support throughout the week.
- Several staff members are trained in Crisis Prevention and Intervention (CPI).
- Communication home comes in many forms: Parent Square, Friday Folders, email, phone calls, parent conferences, etc.
- All parents access the Aeries student information system during the enrollment process. Parents are encouraged to check the Aeries Parent Portal to see student performance/grades.
- Parent involvement is highly encouraged.
- The PTA supports classroom instruction, provides field trips, finances assemblies, and provides resources for school beautification. PTA provides opportunities for "fun nights" to enable parents, students, and staff members to feel "connected" to the school (i.e., bingo night, movie night, family nights).

#### Areas of Concern:

The Shaw School community will work together to support a comprehensive school wide approach to overall "connectedness," safety and learning.

- 1. The morning message is used to remind students of the elements of positive character traits.
- 2. Assemblies are held for students to review school rules and expectations for student behavior.
- 3. The staff will continue to develop their knowledge of the Common Core Curriculum and new curriculum adoptions, to increase proficiency, assess student learning, and provide intervention and enrichment opportunities as a result of data analysis.
- 4. Teachers will continue to promote social growth through classroom and school recognition opportunities.
- 5. School news will be sent to parents electronically regularly throughout the school year using Parent Square.
- 6. Continue to support the PTA on family oriented events and parent education topics.

- 7. Teachers will meet in Professional Learning Communities weekly, to collaborate and focus on essential standards, common assessments, intervention, student results and student learning.
- 8. Social Emotional Lessons will be presented regularly

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Joe Nightingale Elementary School

# Safe Schools Plan

**Orcutt Union School District** 

2021-2022 School Year

Address: 255 Winter Road Phone: (805) 938-8650

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# **School Safety Committee**

Member Name	Position
Kate McInerney	Principal
Lynn Ramos	Teacher
Jennifer Saylor	Teacher
Suzi Rhyne	Teacher
Laura Richardson	Staff
Ruth Narez	Parent
Marie Brown	Parent
Heidi Carlson	Parent
Yareli Mungia	Parent
Maria Chavez	Parent

#### **Mission Statement**

"Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical violence and psychological harm. They are characterized by sensitivity and respect for all individuals (including those of other cultural and ethnic backgrounds), an environment of nonviolence, clear behavioral expectations, disciplinary policies that are consistently and fairly administered to students; affiliation and bonding to the school support and recognition for positive behavior, and a sense of community on the school campus. Safe schools also are characterized by proactive security procedures, established emergency response plans, timely maintenance, cleanliness, and a nice appearance of the campus and classrooms." – California State Department of Education, "Safe Schools: A Plan Guide for Action"

#### Mission Statement

Our mission statement, as approved by our School Site Council, is as follows: Joe Nightingale exists to better the lives and futures of all students, staff, families, and community through proven quality instruction, positive relationships, and engaging experiences.

#### **Vision Statement**

#### Vision Statement

The vision of Joe Nightingale School is to provide for the educational success of all students through high expectations and a commitment to academic excellence; to empower them to reach their full potential as responsible, ethical and productive citizens in a diverse and changing world. We believe this is a shared responsibility requiring the cooperation and commitment of students, parents, staff, and the community.

We ensure academic excellence by providing quality educational programs with all staff members focused on continually improving student achievement. We believe children learn best when they engage in a variety of meaningful activities in a challenging, structured and positive environment. At Joe Nightingale School, we provide our students with a rigorous, scholarly learning environment in which learning time, instructional planning, progress monitoring, and strategic/intensive interventions are systematically focused on individual student learning needs. We have clear, research-based interventions and enrichment opportunities to meet the needs of learners at all instructional levels.

All members of the Joe Nightingale School community collaborate to offer continuous learning programs that enable all children to maximize their academic, social and emotional growth and promote their development into thoughtful, accepting, productive and responsible citizens. Teacher teams at each grade level work together to ensure students receive a comprehensive, standards-based course of study. These teacher grade level teams meet weekly in Professional Learning Communities to review student learning and to plan strategic interventions and enrichment activities to meet the various needs of all students.

At Joe Nightingale, our commitment to preparing children with 21st Century Learning Skills-Communication, Collaboration, Critical Thinking and Creativity- is present in all learning activities. The students at Joe Nightingale are global learners who use technology to increase their awareness and facilitate their contributions to the world around them.

At Joe Nightingale School, our students, parents, and staff are committed to working as a team to promote student involvement in the positive, scholarly, safe, and inclusive school culture. Students are caretakers for their own learning environment and are deeply connected to the school community. Parents, families, and community members have a strong investment in our students' lifelong education.

In order to achieve this vision, during the 2021-2022 school year, Joe Nightingale School is continuing the focus on High Quality First Instruction.

This High Quality First Instruction includes Continued Instructional Focus Areas:

- \*Literary and non-fiction reading
- \*Academic vocabulary in speaking and listening
- \*Intervention time block to meet individual needs in math and reading
- \*Fostering student engagement and social emotional wellness

#### Personal Characteristics of Students and Staff

#### Areas of Pride and Strength:

- All adults at Joe Nightingale-- school administrators, teachers and support staff-- strongly feel that every child on campus is "their" child.
- All adults at Joe Nightingale-- school administrators, teachers and support staff-- possess high standards and expectations for all students.
- On a regular basis, the school administrators, teachers and support staff greet students as they enter the school in the morning and depart in the afternoon.
- The school administrators, teachers and support staff are actively involved in curricular matters, are readily available to all members of the school community and are visible on campus.
- All of our full-time credentialed teachers are certified to work with English Learners.
- Our breakfast and lunch program serves hundreds of students daily.
- Health room has daily coverage by LVN and district nurse is available each day by phone.

#### Areas of Concern:

Joe Nightingale School will support and build caring relationships among students, staff, and the school community.

- 1. Continue implementing PBIS Tier 1 structures to promote a positive environment and consistency throughout the school day and campus.
- 2. Staff will continue to make progress in implementing a Multi-Tiered System of Supports (MTSS) system in order to meet individual student needs in the areas of academics and behavioral needs.
- 3. School-wide expectations will be promoted for proper playground behavior and school-wide behaviors.
- 4. Continue to build a strong citizenship program through the development of our Friend Mediator program, Student Council, and collaboration between primary/intermediate classroom and special education/general education.
- 5. Continue to provide in-school individual counseling and small group counseling.

### The School's Physical Environment

#### **Areas of Pride and Strength:**

- The school is open after hours and weekends for use by many community organizations, i.e., girl scouts, soccer, 4H, little league, etc. (during non-COVID times)
- Playground sandboxes and playground equipment have been replaced/upgraded and are monitored regularly for safety.
- Student and staff restrooms have been modernized and are monitored regularly for cleaning and repair.
- The alarm system has been upgraded and can be heard from all areas of the school campus.
- Our phone system has been upgraded and teachers have access to phones in their classrooms.
- Locks have been replaced allowing teachers and staff to lock rooms from the inside. Staff keys allow staff to lock all rooms and gates.
- All gates are locked during school hours to direct visitors through the office for monitoring. Fencing has been improved and is monitored for repair and replacement.
- Survival kits have been placed in classrooms, offices, hallways, arts room, library, child care rooms, and multi-use room.
- The school buildings and classrooms are well maintained and painted.
- Monthly playground safety checks are completed and filed with the Maintenance and Operations Department of the district.
- The staff provides for sidewalk safety and traffic flow in the parking lot as students arrive in the morning and depart in the afternoon.
- The staff maintains an updated School Disaster Plan. Evacuation drills, Duck-cover-hold drills, and lock-down drills and shelter in place drills are called on a regular basis.
- The administration and office staff maintain vandalism logs, truancy logs, and suspension/expulsion logs.
- In the parking lot, parents are regularly reminded of our concern for student safety.
- All County of Santa Barbara County and CA Dept. of Public Health Guidelines are followed for COVID 19 safety.

#### **Areas of Concern:**

Joe Nightingale School will continue to identify, address and resolve physical environment issues and concerns.

- 1. Continued deferred maintenance on buildings and classrooms to ensure safety.
- 2. All visitors will check in at school office and receive a visitor's pass. Signs will be posted to educate visitors of visitor policies. All volunteers must be cleared by district following district policy prior to volunteering at school or school event.

#### The School's Social Environment

#### **Areas of Pride and Strength:**

- With a full inclusion program for our students with disabilities, students are accustomed to working with peers of varying abilities.
- A developmental physical education program in kindergarten through sixth grade and a PTA sponsored Fun Run promote physical fitness.
- Health screenings (vision and hearing) are provided to our students by the district staff and parent volunteers.
- Our Friend Mediators program teaches students leadership and peer mediation skills and provides them with the necessary supports to have a positive peer influence.
- Leadership opportunities are provided for students through our Student Council and Friend Mediator program.
- Student engagement has been increased with the use of technology such as the iPad ands Chrome Books.
- School-wide discipline matrix has been developed and implemented throughout all areas of the school.
- Differentiated instruction and online computer aided instruction have been established to serve the needs of students needing/wanting intervention or extension.

#### Areas of Concern:

Joe Nightingale School strives to make our school a welcoming learning environment where students feel connected with their teachers, their peers, and the other adults.

- 1. The site administrators will continue to provide for safety and disaster preparedness activities and drills.
- 2. Staff will continue to investigate and implement programs which foster personal and social skill development.
- 3. Classroom lessons for character development, social skills, and conflict resolution will be implemented by classroom teachers and the school counselor.
- 4. Noontime and recess makers space will be provided.
- 5. Administrators will make regularly scheduled visits with students to review school rules and expectations for behavior.
- 6. Continue to implement school-wide system to teach playground games and activities through Physical Education Program.
- 7. \*Activities will be implemented as possible in COVID times.

#### The School's Culture

#### **Areas of Pride and Strength:**

- All adults at Joe Nightingale-- school administrators, teachers and support staff-- strongly feel that every child on campus is "their" child.
- All adults at Joe Nightingale-- school administrators, teachers and support staff-- possess high standards and expectations for all students.
- Our Friend Mediators Program teaches students leadership and peer mediation skills and provides them with the necessary supports to have a positive peer influence.
- Leadership opportunities are provided for students through our Student Council and Friend Mediator program.
- PTA sponsored Red Ribbon Week activities promote drug, alcohol, and tobacco awareness and refusal skills for all students.
- The PTA supports classroom instruction and provides funding for field trips, assemblies, technology, and resources for school beautification.
- Fall and Winter conferences promote shared goal setting between teachers and parents.
- · Regularly scheduled activities bring parents, students, and staff together for social activities.
- Our bilingual community liaison connects with Spanish speaking families and provides primary language support as needed.
- After school enrichment class (fee based) are available to families one day per week. (District provided)
- Parents and students regularly report that they feel "connected" to the school.
- Students are recognized every other month for their hard work and accomplishments with celebrations in the classrooms and assemblies.
- We use technology on a regular basis such as e-mail, Aeries school portal, Parent Square, and classroom web pages to communicate with parents and community members.
- A well-defined Child Care program (OUSD Campus Connection) meets the needs of over 150 of our students before school, after school, and during scheduled school breaks.

#### Areas of Concern:

The Joe Nightingale School community will work together to support a comprehensive school wide approach to overall "connectedness," safety and learning.

#### **Action Plan:**

- 1. New students are welcomed to Joe Nightingale School by staff and are escorted to their class by the principal and/or assistant principal. They are provided with a peer "buddy" to accompany them on their first few days to acclimate them to our school.
- 2. School-wide discipline matrix has been developed and implemented throughout all areas of the school. Rules assemblies are held for students to review school rules and expectations for student behavior.
- The staff will continue to develop its awareness of, and proficiency with, using the California Common Core content and performance standards to drive instruction and assess student work.
- 4. Teachers will promote social growth through classroom and school-wide student recognition program.
- 5. Staff will continue to recognize and reward students who demonstrate the desirable characteristics of non-violence, peacemaking, and problem solving.
- 6. School news will continue to be sent to parents electronically regularly throughout the year. The automated phone/email system (Parent Square) will be used for communication with parents for events and emergency situations.

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- 7. Encourage students and classes to participate in community service projects.
- 8. All notices home will be translated into the home language of parents by utilizing the translation tool on Parent Square..

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- d) BP 4158, 4258, 4358—Notifying Teachers of Dangerous Pupils
- e) BP 3515.2—Employee Use of Technology
- f) Discrimination and Harassment Policy (Annual Notification)

#### **School Information**

- a) School Accountability Report Card (SARC)
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- d) Disaster Services Workers
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- f) BP 4040—Employee Use of Technology
- g) California Healthy Kids Survey



Olga L. Reed School

# Safe Schools Plan

**Orcutt Union School District** 

2021-2022 School Year

Address: 480 Centennial Street, P.O. Box 318

Phone: 805-960-5530

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# **School Safety Committee**

**Member Name Position** Jared Banks Principal Kathleen Stevenson Office Manager Aniko Taubenheim Teacher on Special Assignment Elizabeth Alvarez Parent Deb Laflin Teacher Norma Guzman Parent Parent Sol Messeguerro Parent Ana Morelo

Brenda Galvez Community Liaison

Parent

**Hector Guerro** 

## **Mission Statement**

"Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical violence and psychological harm. They are characterized by sensitivity and respect for all individuals (including those of other cultural and ethnic backgrounds), an environment of nonviolence, clear behavioral expectations, disciplinary policies that are consistently and fairly administered to students; affiliation and bonding to the school support and recognition for positive behavior, and a sense of community on the school campus. Safe schools also are characterized by proactive security procedures, established emergency response plans, timely maintenance, cleanliness, and a nice appearance of the campus and classrooms."

Taken from "Safe Schools: A Planning Guide for Action" California State Department of Education

## **Vision Statement**

While maintaining its current positive practices, Olga Reed School will implement action plans to provide an emotionally and physically safe school environment for all students, staff, and visitors.

#### Personal Characteristics of Students and Staff

## Areas of Pride and Strength:

The size of our staff and student body promotes an environment where each child's needs are understood and met by all staff members, and at the same time, students feel comfortable seeking help from all staff members.

To support student achievement, English Language Development (ELD) and academic intervention are a fully integrated part of each school day.

ASB membership is available to students in grades 4-8. Classroom elections are held to identify class representatives. An election among students in grades 4-8 identifies students to serve in executive positions. The ASB promotes school spirit by planning school-wide "spirit days" and community/public service projects. The ASB also runs bi-monthly campus-wide student recognition "REACH" assemblies.

To provide our students opportunities to grow outside the academic curriculum, we now offer two P.E. periods each week per student, as well as classroom instruction in music, visual arts instruction, and a voluntary band program.

Community service is an expectation for 7th and 8th grade students, who must earn 5 hours and 8 hours respectively per school year. Eighth graders must accomplish the community service requirement in order to graduate on stage.

A Parent Teacher Student Association (PTSA), now in its 10th year, is active at the school. During normal (non-pandemic) times, the organization organizes school events and raises funds to support the wide array of school activities. Parents also may participate in Parents in Action (Padres en Accion), a group facilitated by the community liaison (Brenda Galvez) that meets on Wednesday mornings.

The After School Education and Safety (ASES) program provides the great majority of our students an extended day with homework support, enrichment, and physical fitness activities.

The addition of the Orcutt Academy's K-8 program to the campus maximizes use of facilities on campus while adding to the social environment for students and staff. Olga Reed and the Academy are sharing the campus and having a common lunch schedule while maintaining separate schedules and programs.

Outdoor school has been organized to combine both Olga Reed and Orcutt Academy 6th and 7th graders, to create a unifying experience and develop social relationships that extend campus-wide.

The presence on campus of a County Special Education classes for students with severe needs is much appreciated by everyone. Olga Reed students and staff have great affection for the students and staff in the class.

The school garden is a place of learning, school unity, and community support. Nancy Morgan, a certificated employee who serves as garden educator, does excellent work with students.

Health and wellbeing issues are taught during Growth and Development lessons, ChildSAFE lessons, Too Good for Drugs lessons, and DARE.

The staff emphasizes Social Emotional well-being with SEL lessons and relationship building activities. Staff have also received trainings on adverse childhood experiences and responding to undesired student behavior. A recent professional development day by Kristen Miller was well-received. Concepts continue to be implemented.

#### Areas of Concern:

- 1. Continuing attention needs to be paid to making sure Olga Reed and the Orcutt Academy share the campus harmoniously and with a focus on the best interests of students.
- 2. The PTSA needs to continue to be viewed by staff, parents, and students as a venue in which all stakeholders can unite in support of the school.
- 3. Staff would like to continue to drill for emergency situations and to reflect on site implementation of district emergency procedures.
- 4. Staff would like to expand their knowledge and practices of social/emotional learning.

- 1. Continue joint staff meetings at which staff from Olga Reed and the Orcutt Academy can review and discuss issues pertaining to having two schools share a campus. The school principal will continue to provide regular communication, so staff from each school know what is happening at the other school. Staff will continue to organize lunchtime sports activities, dances, music/arts activities, field trips, assemblies, and other activities that bring together students from the two schools.
- 2. When the school emerges from COVID-19 restrictions, the PTSA will work to organize events that build its brand and unite staff and families at the school. These events will include large events such as the Harvest Festival and the Cinco de Mayo celebration, and smaller events such as the school Jog-A-Thon. The PTSA will work to provide communication about its work in school newsletters and social media such as Facebook. The PTSA will collaborate with the OAK-8 PTSA on events for both schools.
- 3. Continue to implement emergency drills for emergency situations such as fire, earthquake, lockdown, shelter-in-place, etc.
- 4. Staff will prioritize social/emotional learning and teacher-student relationships rebounding from distance learning implementation the year prior.
- 5. The school will plan unifying efforts surrounding our joint science camp, through fund raising and pre-camp activities
- 6. The district will provide training for staff in COVID-19 health guidelines and best practices for educating students during a pandemic.

# The School's Physical Environment

# Areas of Pride and Strength:

The facilities generally are well kept. The school custodians provide regular attention to facilities, and the district's maintenance department and grounds crew do an excellent job with maintenance of facilities and grounds. Work orders are responded to with promptness and proficiency.

Over the summer, the district completed infrastructure construction project. (project funded by measure G).

Thanks to the district's 1:1 technology initiative for the 2020-2021 school year, all students now have their own device (either iPad or Chromebook). Additionally, numerous WiFi hot spots and Kajeet Smart Spots have been distributed to assist with internet access in Los Alamos.

Our school boasts the most modern and visually appealing library facility in our district. In addition to rows of shelves stocked with books to meet the reading levels of all our students, the library has a separate reading room and ample space to also serve as an ideal location for staff meetings, training, PTSA meetings, etc. The library also has a makerspace area that has become very popular with students.

After considerable modernization work done in 2014, the gymnasium is in very good condition. Additionally, three rooms off the gym are now fully functional and are being used by the speech therapist, the psychologist, the counselor, the Teacher on Special Assignment (TOSA), and the People Helping People nonprofit foundation.

Ample real estate exists on our campus to meet the physical needs of staff and students. In addition to a playground area that consists of multiple basketball courts, a tennis court, swingsets, and two playground structures, we have a full-size soccer field and track used to support P.E. instruction. Additionally, a large baseball field containing two diamonds (presently unused) sits at the western edge of our campus.

Earthquake, lockdown, shelter-in-place, and fire drills are practiced throughout the school year. The school is located just blocks down Centennial Street from a Santa Barbara County Fire Station.

The Los Alamos Community Library, which is located on campus, is a resource for Olga Reed families. The library includes a selection of books as well as computers with Internet access and a printer. The library is open on weekday afternoons/evenings and during the day on Saturdays. Free tutoring is available to students. Olga Reed students and families are capitalizing on the library's resources.

Thanks to the district, all classrooms are featuring new "flexible" furniture that is lighter and more portable for use in classroom groupings, rotations, etc.

The district has installed automated external defibrillators (AEDs) on campus.

All state and county health guidelines are followed for COVID-19 safety.

#### Areas of Concern:

- 1. Many of the facilities are in need of modernization and/or repair. The older classroom wings are in need of significant upgrades. The gym restrooms also need to be modernized.
- 2. Graffiti and vandalism occur rarely, but staff still would like to keep an eye on what happens on campus after hours and on weekends. Staff also would like to have a record of what happens in the parking lot, as some parents have experienced some hit-and-run accidents.

- 3. Staff continue to experience issues with slow internet speed.
- 4. School grounds are in need of attention. The soccer field features numerous holes and mounds, and the track is rough and in need of leveling. The outside basketball courts need to be improved.
- 5. The school office and classrooms do not have a security alarm system.
- 6. No sidewalks are in place along Centennial Street. The school has received several concerns from parents and neighbors about this.
- 8. Both staff and community members have expressed concern about the unused acreage just south of the school and lying between the campus and the Los Alamos County Park.

- 1. Work with the district on plans for facilities modernization funded by Measure G. When projects are planned work closely with the district on plans for interim facilities and associated program adjustments.
- 2. The school principal will have dialogue with the district about the potential installation of cameras to monitor what happens on campus after hours and on weekends and the parking lot during the day. In addition, the principal will continue to invite neighbors who walk the campus to report any issues or suspicious activity to the County Sheriff's Department.
- 3. Work with district's Technology Department on improvements for wifi, and Internet bandwidth. The Chief Technology Officer has landed a grant that has helped the site's Internet connection.
- 4. Work with the district on site grounds needs. Some can be addressed now, while others can be addressed in association with the implementation of Measure G. A near-term priority will be to fill in holes in the soccer field.
- 5. The district is aware of the school's needs for more alarm coverage. This will continue to be a priority.
- 6. The school principal will continue to have dialogue with County Public Works and Cal Trans regarding sidewalks and Safe Routes to School.
- 7. The school principal will work with the district and community volunteers to plan a beautification day for the property just south of the campus.

# The School's Social Environment

# **Areas of Pride and Strength:**

Olga Reed and the Orcutt Academy have launched a campus-wide implementation of a Positive Behavioral Interventions and Supports (PBIS) program. This includes streamlined expectations for student behavior that are based on an acronym, REACH; tickets for prize drawings that can be given to incentivize positive behavior; and documentation of office referrals so as to identify needs and trends. Staff outlined the new expectations at the start of the year with a presentation by the principal and subsequent "passport" stations whereby staff go over specific expectations for campus locations such as the playground, restrooms, cafeteria, etc. The program has paused during distance learning, but staff are anxious to revive it when students are back on campus.

Parents report they are pleased with communication from the principal, teachers, and office staff. The community liaison has an instrumental role in facilitating this communication. Spanish speaking parents are appreciative that school-home communication is done in Spanish.

The ASES (After School Education and Safety) program provides a safe, caring, well supervised atmosphere for students after school. Over 140 students participate in the program, which runs from school dismissal until 6:00 p.m. each school day during non-COVID times.

To support students with social/emotional needs, the school has one and a half days of support from a district counselor.

A lunchtime makerspace area supervised by the librarian/media specialist has given students another option for play and socialization at lunch recess.

Students have opportunities to be active participants in the social fabric of our school in a variety of ways: through both ASB- and PTSA-planned activities, through community service, and through the ability to compete in athletic (volleyball, basketball, and track) and academic endeavors (Author-Go-Round, Masonic Spelling Bees, Lego League robotics, Battle of the Books, North County Math Super Bowl, etc.)

Sixth and 7th grade students have the unique opportunity to extend their instruction in social studies and science through their attendance in Outdoor School at the Catalina Island Marine Institute during non-COVID times.

Seventh and eighth graders are required to do community service. Much of this voluntarism occurs either on campus in support of school events or in the community in support of such organizations as the Los Alamos Valley Men's Club. The school has received many compliments from community members regarding the student volunteers it provides.

A cross-section of our student body walks in the Los Alamos Old Days Parade each September, carrying a school banner and serving as proud ambassadors to our local community.

#### Areas of Concern:

- 1. While PBIS is under way on campus, staff will need to develop an approach to addressing the needs of students with chronic behavioral issues.
- 2. As possible, staff would like to continue to plan activities and events that unify Olga Reed and OAK-8.
- 3. Parents have articulated a desire for more and better student supervision in the ASES Program as well as more communication with ASES staff about program activities.

- 1. A cadre of staff, including the principal, will participate in workshops on "Tier 2" implementation of PBIS. The focus will be to develop strategies for helping students with chronic behavioral issues. Additionally, the team will analyze data on office discipline referrals to identify "chronic" students.
- 2. Seek collaboration between the Olga Reed and Orcutt Academy PTSA units on school events such as the Harvest Festival. Continue to have the schools' ASBs to plan "joint" dances for students in grades 6-8. Hold staff socials for staff from both schools. Continue planning parent education nights for parents of both schools.
- 3. Work with ASES director to improve student supervision as well as program-parent communication. As a good starting point, the director was able to enroll into the program all students whose parents sought enrollment this past spring.

#### The School's Culture

#### Areas of Pride and Strength:

There is a strong partnership among students, staff, and our parent community. Parents have a vested and active interest in wanting our school to be a place where their children come to learn in a comfortable, non-threatening environment.

The school's after-school program (ASES) contributes immeasurably to this sense of well-being by being available to students in grades TK-8 for 3.75 (or more, in the case of grades TK and K) hours each day.

The school is blessed with harmonious relations among parents and families. The school has families with different economic situations, lifestyles, ethnicities, and home languages -- but all families come together to do right by the school's students.

The PTSA, School Site Council, English Learners Advisory Council, and Parents in Action group provide parents the opportunity, and responsibility, to become actively involved and have a voice in the direction of our school.

Student Success Team (SST) meetings bring staff and parents together to address the needs of referred students.

Student recognition (Students of the Month and Character Award) is done monthly. Honor Roll recognition is done at the conclusion of the quarter (for grades 7 and 8) or trimester (for grades 4-6).

The school's principal prepares a weekly E-mail to parents, providing parents a closer look at significant school activities as they take place. The school calendar is highlighted in this forum as well. This is augmented by a written school newsletter that goes home in both English and Spanish.

A County Special Education class that serves students in grades 6-8 who have severe disabilities plays an important role in the school's culture. Students, staff, and families value the program and its students.

#### Areas of Concern:

- 1. The school would like to encourage more participation from families in school and PTSA events and activities. Despite the school-home communication that is in place, some parents say they are unaware of what is happening.
- 2. Parents would like to see more collaboration between Olga Reed and the state preschool located in Room 1.

#### **Action Plan:**

- 1. Work with available communication such as Parent Square, the email and print newsletters, and social media to maximize communication about parent volunteer opportunities.
- 2. Work with preschool staff on a stronger partnership. As one step, the preschool was invited to participate in the annual Holiday Musical in December.

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Patterson Road Elementary School

# Safe Schools Plan

**Orcutt Union School District** 

2021-2022 School Year

Address: 400 Patterson Road

Phone: (805) 938-8750

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# **School Safety Committee**

Member Name	Position
Nicole Sorensen	Principal
Steve Whitehair	Teacher
Susie Hinden	Teacher
Kerry Urquhart	Teacher
Elizabeth Nikkel	School Office Manager
Leslie Martinez	Parent
Melissa Matheson	Parent
Maria Serna	Parent

Parent

Melissa Babb

#### **Mission Statement**

#### Mission:

To serve the unique academic, physical, social, and emotional needs of students in order to provide each student with the highest quality education, inspire a passion for learning, and make meaningful connections that propel children to become lifelong learners.

## **Vision Statement**

# Vision:

At Patterson Road School, we believe there are no limits to the academic potential of our students, and there are no excuses for not maximizing this potential for individuals' success. As staff members of Patterson Road, we are committed to structured collaboration with one another in an effort to meet the needs of all students. Every member believes every student is capable of being academically proficient in all subject areas. We believe collaboration is the vehicle to increase student success and achievement. We will work to neutralize the challenges students bring with them to school. We will practice targeted instruction to build the intellectual ability of our students to do rigorous work. We will address challenges through candid collaboration as a team. We will work together to provide all of our students a school community providing a positive, safe environment where children feel empowered to achieve high levels of learning. Students are recognized for their character, academic achievement and attendance. We believe the driving force of our school's success is through the collaboration of our administration, teachers, staff, students, parents, and the community.

Patterson Road School seeks to provide a safe environment for all students:
Safety on the playground
Safety in the classroom
Safety from harassment
Safety from prejudice
Safety arriving to and departing from school
Safety in before-school and after-school district sponsored programs

The Safe School Committee shares a common feeling with our students, parents, and staff in that Patterson Road School is a safe, supportive, nurturing place for children. This "safe school" perspective comes from a deep commitment of cooperation from parents, community members, district personnel, students, and law enforcement. In the development of this plan, the Committee has followed the recommendations of the California Department of Education School Safety and Violence Protection Office document, Safe Schools: A Planning Guide for Action. In this document we will attempt to cover four major components including (1) Personal Characteristics of Students and Staff, (2) The School's Physical Environment, (3) The School's Social Environment, and (4) The School's Culture. This plan provides a template for maintenance of current programs and development of new programs to enhance the safety of our school.

#### Personal Characteristics of Students and Staff

# Areas of Pride and Strength:

- We have a dedicated community of district/site staff and parents who desire the best safety practices and provisions for students.
- With two Special Education classes on campus, students are accustomed to working with peers of varying abilities and language learning needs.
- A developmental physical education program in grades kindergarten through six promotes physical fitness.
- A developmental music and arts education program serves students in grades kindergarten through sixth.
- School based counselor is present on campus 1.75 days per week and on-call as needed.
- The district provides a bilingual liaison and the ParentSquare App to assist in communication with all families.

#### Areas of Concern:

Clear, thorough communication among all stakeholders-community, families, parents, staff, and students.

- Cultural Diversity
  - Continue to provide school publications, announcements, and newsletters. These are published in English with electronic Spanish translation available.
  - Continue to utilize ParentSquare and the Google translate option to improve communication for all families.
- 2. Consistency of communication to families
  - Survey families on use of communication tools-ParentSquare, website, email, Aeries portal, and social media to determine most effective communication tools.
  - Provide training for families on communication devices and apps--Aeries and ParentSquare through parent education nights.

# The School's Physical Environment

# Areas of Pride and Strength:

# **General Safety**

- Staff discusses supervision and specified jobs in the case of an emergency regularly.
- Staff Emergency binders updated regularly.
- The staff maintains an updated School Disaster Plan. fire, disaster, lockdown and shelter in place drills are conducted on a regular basis.
- The district maintains vandalism logs and removes signs of vandalism immediately.
- All teachers have access to phones in their classrooms.
- A student phone is available in the school office so that students can contact parents when necessary.
- Survival kits have been placed in classrooms, offices, library, child care room and the multi-use room.
- Visitors must check into the office and wear a visitor badge.
- Employees report strangers on campus.

# School Grounds--Parking lot for arrival and dismissal

- The principal and teachers provide for sidewalk safety and traffic flow in the parking lot as students arrive in the morning and depart in the afternoon.
- The parking lot has set traffic patterns in place for drop-off and pick-up for student safety.
- There is now a new, safer bus drop off outside of parking lot.

# School Grounds--Playground

- Monthly playground safety checks are completed and filed with the Maintenance, Operations, and Transportation department of the district.
- A filtered water station is available to refill water bottles.
- Outside eating area with umbrellas to provide shade for students during lunch.
- Playground area is clean and welcoming with good sight lines and new wood chips for a safe fall zone.
- Water bottles are provided to students to use during CoVid.

# School Grounds-Fencing

- There is new fencing to secure the entire campus.
- There is a new front landscaping and inviting entryway.

# **Buildings and Classrooms**

- A media center/library is available to students four days a week for books, computer use, and makerspace.
- The school has a multi-use room with a stage, presentation technology, sound and lighting systems. A double-wide portable classroom serves as a fine arts room.
- Student and staff restrooms are regularly inspected for cleaning and needed repairs.
- The alarm system can be heard from all areas of the school campus.
- Classrooms can be locked from the inside of the room.
- Emergency bells and alarms are checked on a routine basis.
- Patterson PRIDE (PBIS) signage is posted throughout school.
- Classrooms have flexible seating with new furniture for all students.
- There is student technology available in all classrooms and to all students.

All County of Santa Barbara County and CA Dept. of Public Health Guidelines are followed for COVID 19 safety.

#### Areas of Concern:

Maintaining a safe environment during school, for school arrival and dismissal (parking lot), and preparation for emergencies.

- 1. General Safety
  - During COVID times we are following all safety protocols and guidelines from the Santa Barbara County Public Health Department.
  - Paint room numbers at assembly area for outside evacuation drills
  - Work with district to provide the camera feed of front of school for front office staff.
- 2. Buildings and Classrooms
  - Work with district to replace/repair deteriorated ramps, handrails, and rain gutters.
  - Work with teachers to design storage areas for students materials in classrooms (Materials do not fit into new student desks--tripping hazards in the classrooms)
- 3. School Grounds--Parking lot for arrival and dismissal
  - Work with district to commission a safety review of parking lot and repainting for safe traffic pattern--include staff and parent survey.
  - Work with district and county to include signs for safety: Right turn only at exit; Loading zone signage and paint on Patterson Road; No U-turn signage on Patterson Road.
  - Work with district and county to investigate adding a crosswalk on Patterson Road to cross in front of parking lot crosswalk.
- 4. School Grounds--Playground
  - Work with district to research options to build/retrofit playground equipment for students with disabilities (inclusive playground equipment).

#### The School's Social Environment

## Areas of Pride and Strength:

Consistent Behavioral Expectations

- The principal, staff, and parents will continue to work together to maintain high expectations for student behavior.
- The school is in the fourth year of implementation of PBIS. Positive rewards and student awards are based on the expectations in Patterson PRIDE: Prepared and Punctual, Respectful, Inspire Kindness, Demonstrate Responsibility, Everyone's Safe.
- The principal and the PBIS team members meet with all students at least twice a year to review school rules and behavior expectations. (-Staff provides PBIS Passport day to teach expectations (Fall and Spring))
- The PBIS PRIDE system provides a consistent system for expectations (matrix), referrals and reinforcement system (Paw tickets and prizes)

#### Students' Connection to School

- The school principal is actively involved in curricular matters, is readily available to all members of the school community and is visible on campus and in classrooms.
- On a regular basis, the staff greets students as they enter school in the morning and depart in the afternoon.
- Student Council members are elected by 4th-6th graders.
- Many enrichment activities are offered throughout the school year: Battle of the Books, Masonic Spelling Bee, Author Go Round, Math Bowl, Yearbook Team, Historical Walk Through Program for grades 4-6, Robotics Team, and an after school enrichment program with rotating offerings is available on early release Wednesdays (paid program).
- PTA and Student Council sponsor Red Ribbon week activities to promote drug, alcohol, and tobacco awareness and refusal skills for all students.
- Several classes participate in big buddy/little buddy partnership activities and cross age tutoring opportunities.
- Sixth graders go to Outdoor School annually (in non-COVID 19 environment).

# Respectful and Supportive Environment

- A school based counselor offers counseling for referred students 1.75 days per week.
- DARE is available to sixth graders each year (dependent upon availability from the Sheriff's department.)
- School participated in Unity day and dedicated a Buddy Bench for the Upper Grade Playground.
- There is a respectful atmosphere between students to adults.
- There is student recognition for academic achievement in reading and math (Pride of Patterson Awards six times per year)

#### Areas of Concern:

Maintain current safety procedures and programs to encourage student and family connectedness and a respectful, supportive school environment.

- 1. Consistent Behavioral Expectations
  - Provide student and parent education on bullying and conflict resolution.
  - Continue to provide student and parent education on PBIS and behavioral expectations.
- 2. Students' Connection to School
  - Continue to look for and encourage parent and community involvement (robotics, track, PTA, etc.).
  - Actively seek community, staff and parent volunteers to coach and led extra curricular activities.
- 3. Respectful and Supportive Environment
  - Provide recess sports/game rules instruction and conflict resolution instruction/social skills instruction for all students.
  - Following the Covid quarantine, students are in need of additional peer relation training. Staff will coach new opportunities for improved personal relations daily.

#### The School's Culture

# Areas of Pride and Strength:

Family Connectedness and participation

- Parents and students regularly report that they feel "connected" to the school.
- Many parents volunteer by providing clerical assistance, working with small groups of students, and participating in various programs and school activities.
- The weekly school newsletter is sent to parents via ParentSquare to highlight school news and current events.
- Patterson Road has a Back to School Night at the beginning of the year to help create a partnership with families and an Open House at the end of the year to celebrate student successes.
- Parent Involvement is welcomed and encouraged at Patterson Road.
- Fall and Winter conferences promote shared goal-setting and evaluation of student progress opportunities between teachers and parents.
- The Parent Square platform is utilized for communication with families

#### PTA involvement and activities

- The PTA provides funding to support classrooms with supplies and field trip costs.
- The PTA provides financial support for school academic programs, field trips, and special projects.

## Student Recognition

- Our student recognition program includes a Student Recognition Awards assembly with students and parents every 6 weeks.
- Students are recognized for effort, academic achievement, and character (PBIS expectations).
- Classroom attendance incentives provided to encourage students to be on-time, in attendance, and stay in class the entire day.
- Students are also recognized by Positive Recognition Referrals (office visit and positive phone call home).

#### Focus on the Whole Child

- OCAF provides each school with "Arts Attack", a visual arts program.
- Arts, Music, and Physical Education instruction is provided for all students.
- Library time is provided for all students.
- Makerspace is available for students by request.
- The Santa Maria Rape Crisis Center presents Child SAFE information to first and fourth grade students annually during non COVID 19 times).
- Student Council and Principal's Advisory Student Association take ownership of schoolwide improvement campaigns.

# Supportive Staff and school community

- Adults at Patterson Road School possess high standards and expectations for all students.
- Patterson Road staff collaborate twice per week with a focus on achievement for all students.
- Students and staff at Patterson Road feel safe and supported within a respectful culture.
- The school facility is open after hours and weekends for use by many community organizations, i.e., girl scouts, soccer, little league, basketball, etc.

#### Areas of Concern:

- Maintain a welcoming environment which includes parent and family participation, student recognition, and a focus on the whole child.

- 1. Focus on the Whole Child
  - More behavioral support and counseling needed for students. (Added pressures for students with increased stress and anxiety)
- 2. Family Participation
  - Provide more parent education opportunities to address support of educational/behavioral expectations within the school setting.

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# Orcutt School for Independent Study

# Safe Schools Plan

**Orcutt Union School District** 

2021-2022 School Year

Address: 3491 Point Sal Road

Phone: 805-937-6515; 805-937-9149 (Emergency Line)

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# **School Safety Committee**

Member NamePositionJosh OstiniPrincipalDana AlfordOffice ManagerDiana ShererTeacher

Brad Gitchell OUSD Director of Maintenance, Operations, and

## **Mission Statement**

"Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical violence and psychological harm. They are characterized by sensitivity and respect for all individuals (including those of other cultural and ethnic backgrounds), an environment of nonviolence, clear behavioral expectations, disciplinary policies that are consistently and fairly administered to students; affiliation and bonding to the school support and recognition for positive behavior, and a sense of community on the school campus. Safe schools also are characterized by proactive security procedures, established emergency response plans, timely maintenance, cleanliness, and a nice appearance of the campus and classrooms."

Taken from "Safe Schools: A Planning Guide for Action" California State Department of Education

# **Vision Statement**

While maintaining its current positive practices, the Orcutt School for Independent Study will implement action plans to provide an emotionally and physically safe school environment for all students, staff, and visitors.

# **Personal Characteristics of Students and Staff**

# **Areas of Pride and Strength:**

The size of the program enables all staff to know most, if not all, of the school's students. Staff feel connected to all children, not just the children in their respective classrooms. Students, in turn, feel connected to staff. Because many families have multiple children in the program, staff also feel connected to families.

Families in Independent Study are very involved in their children's learning and very supportive of the program. When teachers have specific needs, parents respond with tremendous generosity. Parents also collaborate well, planning classroom activities and field trips together.

A skilled team of support service providers (i.e., Resource, Speech, counselor, district psychologist, etc.) are available for students if needed. These providers are based at schools in Orcutt. Student Success Team referrals are available when staff or parents have concerns about individual students.

During the COVID-19 pandemic, the program's home study option has proven popular with families, and enrollment has doubled.

#### Areas of Concern:

1. Staff and parents would like to continue to plan activities and events that unify the school and increase student engagement with the school.

## **Action Plan:**

1. Continue to plan "spirit days" in which students can show school spirit by wearing apparel along a designated theme. Continue to plan school wide field trips to selected locations on the Central Coast and beyond. Identify events that both staff and parents can get behind with their participation.

Additionally, staff plan to host supplemental learning opportunities for students on campus.

2.

# The School's Physical Environment

# **Areas of Pride and Strength:**

In its Casmalia location, Independent Study has its own campus. The campus includes four classrooms, a multi-use room, an office, a home study meeting area, a library (located within a classroom), a blacktop, a play structure, a spacious field, a school garden, storage for staff, and parking.

Residents of Casmalia take pride in the school and closely monitor the campus after hours and on weekends. Additionally, some current and former OUSD employees reside in Casmalia.

The facilities are in good condition. The district has devoted considerable time and resources to classroom, facility, and grounds improvements. The district maintenance and grounds crews are very responsive to work order requests from Casmalia. A new filtered water fountain has been installed in the cafeteria and can be utilized by students and staff.

The school has purchased walkie-talkie radios that have improved communication between the office and teachers on outside duty.

Measure G, the school bond measure passed by the Orcutt Union School District in 2016, provided funding for improvements to fencing in September of 2021.

Volunteers have helped facilities in the past year. The ACES community service group has improved the garden.

An automated external defibrillator (AED) has been installed on campus.

A parent volunteer regularly puts up bulletin boards that enliven the cafeteria and other common areas.

For the 2021-2022 school year, staff have followed all state and county health guidelines associated with the COVID-19 pandemic.

#### Areas of Concern:

- 1. Staff and parents have voiced concerns about community safety in the light of some suspected illegal activity and recent law enforcement actions.
- 2. Emergency preparedness needs to be a focus, as students and staff need to get used to how to respond to emergencies. Some parents have expressed concern about the promptness with which first responders can get to the campus in event of emergency. Also, the school has been advised to improve measures that will improve the mindset of students and staff on campus in event of emergency.
- 3. The campus is used by area youth as a park/playground after hours and on weekends. During these times, school buildings are vulnerable to break-in. The school has some valuable items, such as the iPad cart and MacBook laptop cart, that need to be protected.
- 4. Parents voiced concern about having only partial staff trained on CPR and First Aid.
- 5. Parents voiced concern about the current statement of the parking lot/pavement in the front of campus.

#### **Action Plan:**

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- 1. Continue to work with the Santa Barbara County Sheriff's Department to strengthen communication on community issues. Research the possibility of security cameras.
- 2. The school will continue to work on emergency preparation, to include (1) regular drills for fire, earthquake, lockdown, and shelter-in-place; and (2) periodic drills for a range of emergency scenarios.

The principal will continue dialogue about the campus and its needs with the Santa Barbara County Sheriff's Department and Santa Barbara County Fire Department. Ask Orcutt School for Independent Study families to provide each child a Ziplock comfort bag that includes a photo of his/her family, a letter from his/her parents, a book, and a stuffed animal or other item that can provide comfort.

- 3. Staff are being conscientious about keeping all doors and the storage units locked and secure when the school day is over. Staff will continue dialogue with the district about alarms and camera surveillance.
- 4. Research the possibility of having all staff trained in CPR & First Aid.
- 5. Research the possibility and timeline for upgrades to parking lot/pavement in front of campus.

#### The School's Social Environment

# **Areas of Pride and Strength:**

Families feel connected to each other and to the school.

Theme days are planned by students and staff to foster school spirit.

On campus events, assemblies, field trips, and science experiments are ways the program provides its students "hands on" learning experiences.

Teachers have earned compliments for the way in which they establish and maintain a sense of community in their classrooms.

The school holds eighth grade graduations in June, and the event has been greatly appreciated by all.

The school schedules curriculum-based "open house" events each spring. These are opportunities for parents, family members, and friends to see what students have accomplished.

Bus service is available between the campus and the Santa Maria/Orcutt area. The bus has strengthened the bond among students, and older students have been assisting younger students at bus stops, on the bus, etc.

#### Areas of Concern:

1. Parents are interested in organizing their fund-raising efforts around a group such as a Parent Teacher Student Association.

## **Action Plan:**

1. Parents will investigate options for organizing a PTSA or some other group for fund-raising, engagement with the school, and student advocacy.

2.

#### The School's Culture

# Areas of Pride and Strength:

There is a strong partnership among students, staff, parents, and family members. Because parents need to "choose" to have their children attend the school, there is strong buy-in among parents.

The office manager creates a welcoming and friendly atmosphere.

Parent involvement is highly encouraged. Many parents volunteer to help with classroom activities, field trips, and events.

There is a close rapport among staff members. Staff feel they are a "family."

The school has received MacBooks and an iPad cart in association with a teacher's participation in district technology academies. Additionally, students in upper grades now have 1:1 Chromebooks.

Staff and parents appreciate the email newsletter that is sent home. The email newsletter provides updates on the school, photos of school activities, and other pertinent information.

#### Areas of Concern:

- 1. Staff and parents value school-home communication and want to maximize their use of the Parent Square platform.
- 2. Staff and parents would like to elicit more parent involvement in the school.

- 1. Continue and expand use of Parent Square as a platform for school-home communication.
  - Parent Square allows the school and individual classroom teachers to send out email messages, texts, and alerts.
  - Expand use of our newsletter to highlight staff, students, events, & activities on regular basis (at least bi-weekly).
- 2. The principal will work with already-involved parents to plan more ways to engage Orcutt School for Independent Study parents in the school.

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- f) BP 4040—Employee Use of Technology
- g) California Healthy Kids Survey



# Pine Grove Elementary School

# Safe Schools Plan

**Orcutt Union School District** 

2021-2022 School Year

Address: 1050 Rice Ranch Road

Phone: (805) 938-8800

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# **School Safety Committee**

Member Name	Position
Michelle Boyd	Principal
John Purdum	Head Custodian
Megan Flick	Office Manager
Meredith Jones	Teacher
Amanda Ramirez	Teacher
Grace Cornejo	Parent
Rhonda Hawthorne	Grandparent
Kelley Kirby	Parent
Isabel Viviano	Parent

#### **Mission Statement**

At Pine Grove Elementary School, our staff, both certificated and classified, strives to create successful learning opportunities for ALL students. We are committed to working diligently to maintain a schoolwide focus of a standards-based education and do so with very caring and nurturing attitudes. Our mission is to foster a secure and supportive learning environment that provides academic excellence, character development and enrichment for all. Students will experience quality curriculum and instruction, utilize technology, and reach increasing levels of achievement as demonstrated in a standards-based educational system.

Pine Grove's staff, parents and students work together to create a safe and positive learning environment on our campus. We recognize student successes which support academic, attendance and character traits through positive incentives, and celebrations. The emphasis of valuable life skills and character traits reinforce the respect and sense of responsibility we want our students to exemplify.

Pine Grove parent volunteers are a wonderful component to our classroom learning environments. Together, with our staff, we work to achieve a balance between appropriate behaviors and academic success. This active participation throughout the grade levels builds a cohesive force permeating the atmosphere of our school and reinforces to our students that parents are an important partnership in the educational process.

#### **Vision Statement**

Pine Grove School seeks to provide for all students:

Safety arriving to and departing from school Safety in the classroom Safety on the playground Safety in the cafeteria/multi-use room Safety in the hallways, on the stairs, on the ramps Safety from bullying, harassment, and prejudice

The Safe Schools Committee shares a common feeling with our students, parents, and staff in that Pine Grove School is a safe, supportive, nurturing environment for all children. This "safe school" perspective comes from a deep commitment, belief and cooperation from parents, community members, staff, district personnel, students, and law enforcement. In the development of this plan, the Committee has followed the recommendations of the California Department of Education School Safety and Violence Protection Office document, Safe Schools: A Planning Guide for Action. In this document we will attempt to cover four major components including (1) Personal Characteristics of Pine Grove's Students and Staff, (2) Pine Grove School's Physical Environment, (3) Pine Grove School's Social Environment, and (4) Pine Grove School's Culture. This plan provides a template for maintenance of current programs and development of new programs to enhance the safety of our school.

#### Personal Characteristics of Students and Staff

## Areas of Pride and Strength:

- Students are accustomed to working with peers of varying abilities, temperaments, cultures, and learning styles.
- The Campus Connection childcare program meets the before and after school needs of approximately 100 students.
- A physical education program promotes physical fitness among all students.
- Health screenings are provided students each fall by the district nurse, health assistants, and parent volunteers.
- The English Learner program supports language acquisition and academic success among English Learners.
- Students are honored for character traits per grade level recognitions.
- All students participate in one music class, one art, and two PE classes per week (1-6).
- All teachers participate in two weekly collaboration times to target students for intervention and reteaching.
- Multi-Tiered Systems of Support (MTSS) programs in grades K-6 provide early support and remediation in reading utilizing SIPPS intervention groups.
- Online mathematics programs, Zearn and IXL, support differentiation in instruction.
- Staff incorporates strategies from professional development focusing on supporting both remediation and enrichment learning for all students.
- The Student Council provides leadership opportunities for students and is responsible for campus beautification, service learning, and school spirit days.
- PTA sponsored activities provide a venue for students to celebrate our school community.
- Counseling services for students by district employed providers.
- The Santa Barbara County Sheriff's Department provides a Drug Abuse Resistance Education (DARE) program to sixth graders.
- PTA reimburses the school for the paid services of a crossing guard, before and after school.

#### **Areas of Concern:**

- 1. Communication among all stakeholders.
- 2. Support our most at-risk students (behavioral, emotional, and academically).
- 3. Ensure the safety of students coming to and from school.
- 4. Procedures for drop off and pick up of students in the school parking lots.
- 5. Bus lane to remain free of parked cars.
- 6. Building relationships with students.

- Cultural Diversity
  - School publications, ParentSquare, and newsletters, including communication from the PTA, will be sent out on an as needed basis. Encourage families to designate preferred language on ParentSquare.

## 2. Staff Expertise/Diversity

• Discussions and training will continue in the area of helping students with attention/focus difficulties, outbursts of anger, and unwillingness to engage in learning. Trauma-Informed Practices will be the topic of professional development. Counseling services will be available throughout school year.

## 3. Physical/Health Concerns

- PTA will add an additional crossing guard before and after school.
- 4. Through newsletters, ParentSquare, and on-going communication, educate parents about the proper drop-off and drive through lanes in the upper and lower parking lots. Install a chain at the entrance of the lower parking lot, and install signage in the upper parking lot.
- 5. Implement the 2x10 strategy for building relationships with students.
- 6. Enforce that parents must complete a volunteer screening form and submit proof of vaccination prior to working on school campus.
- 7. All County of Santa Barbara County and CA Dept. of Public Health Guidelines are followed for COVID-19 safety.

## The School's Physical Environment

## **Areas of Pride and Strength:**

- The school buildings and classrooms are well maintained and painted.
- Decorative security gates and fencing have been installed. Fencing has been installed and is monitored for repair and replacement.
- Gates remain locked during school hours. All visitors must enter through the school office.
- Professional landscaping adorns the campus and has greatly enhanced the "curb appeal" of the school.
- The PTA schedules school beautification days. On these days, parents, staff members, and students work to improve the look of the school.
- Monthly playground safety checks are completed and filed with the Maintenance, Operations, and Transportation department of the district.
- The staff maintains an updated School Emergency Plan. Evacuation, lock down, fire, and earthquake drills are run on a regular basis.
- The principal and office manager maintain vandalism logs, truancy logs, and suspension/expulsion logs.
- The alarm system has been upgraded and can be heard from all areas of the school campus.
- The PTA provides a crossing guard to help regulate the intersection of Via Pavion and Bradley Roads before and after school.

#### Areas of Concern:

- 1. Procedures for drop-off and pick-up in the upper and lower parking lots.
- 2. School grounds and equipment maintained for student play.
- 3. Cleanliness of classrooms and school restrooms.
- 4. Secure water fountains and make available water filtration systems.
- 5. Sewer line backs-up periodically.

- 1. Traffic
  - Enforcement of procedures for drop-off and pick-up in the upper and lower parking lots will positively impact the traffic flow.
  - PTA fund an additional crossing guard to be staged at the intersection of Rice Ranch and Bradley Road.
- 2. School Grounds
  - Maintain embankments' landscaping to prevent erosion.
  - Monitor flow of storm water drainage in and around the upper parking lot.
  - Squirrel holes on playing fields need to be repaired for student safety.
- 3. School Buildings and Classrooms
  - To accommodate growth, the school has developed a master plan for use of all classrooms and available facilities.
- 4. Research the needs for installation of a Sensory Path and/or Motivational Stair Risers. Seek donations/grants to fund the projects.

- 5. MOT department regularly checks blacktop areas for repair. Play structures inspected for safety and needs of repair.
- 6. All County of Santa Barbara County and CA Dept. of Public Health Guidelines are followed for COVID-19 safety.
- 7. Identify and address the causes of the sewer problems.

#### The School's Social Environment

## **Areas of Pride and Strength:**

- The school principal is actively involved in all school matters, and is available and accessible to all members of the school community.
- Grade level award recognitions contribute positively to the overall school environment.
- Student Council members in grades 4-6 provide leadership for the student body, as well as participate in the weekly morning announcements.
- After-school programs in track and field provide an outlet for team building and school spirit.
- Fall parent-teacher conferences facilitate shared goal setting between teachers and parents.
- The PTA and business sponsors provide financial support to school academic programs, field trips, and special projects.
- A school newsletter is sent via ParentSquare. Parents may set language preferences in ParentSquare.
- The school is open after hours and weekends for use by many community organizations, i.e., soccer and basketball teams, scouting groups, 4-H, and more.

#### Areas of Concern:

Ensuring that students feel connected to the school and that all behaviorial issues are dealt with in a timely manner. MInimize disruptions to the classroom.

- School Site Management
  - A discipline referral form is utilized to streamline communication between teachers and the principal and/or teacher-in-charge.
- 2. School Communication
  - The "Morning Message" on the intercom, daily sign-in sheets, and staff memos through email will be utilized to improve communication and minimize interruptions to classroom learning.
  - The principal and staff will continue to develop the school's website on district server.
  - ParentSquare will continue to be utilized as a means of communication as needed by teachers, office, and PTA.
  - Upgrade the antenna for the school's digital marquee.
  - Newsletters will continue to be sent to all families.
- 3. Discipline and Consequences
  - The principal and staff will teach and reinforce the STAR behavior expectations.
  - Restorative discipline practices will be implemented.
  - Use EduClimber for documenting discipline and interventions.
- 4. PBIS (Positive Behavioral Intervention and Support) will be continued and teachers will award students with STAR Bucks to recognize the STAR attributes.
- 5. Implement weekly STAR Buck drawings in each classroom and award incentive prizes.

- 6. Principal will engage with students on a regular basis. Principal will host "pop-up" dance parties at recesses.
- 7. Social Emotional Learning (SEL) will be integrated into lesson plans at least once a week.
- 8. Staff will utilize the 2x10 strategy for building relationships.

#### The School's Culture

## **Areas of Pride and Strength:**

- Parents and students regularly report that they feel "connected" to the school.
- Adults at Pine Grove possess high standards and expectations for all students.
- · Adults at Pine Grove strongly feel that every child on campus is "their" child and their responsibility.
- Every Friday is "Spirit Day". Students and staff wear a variety of Pine Grove logo shirts and school colors to express a spirit of togetherness.
- The PTA supports classroom instruction, provides field trips, schedules and finances assemblies, and provides resources for student enrichment and school beautification.
- The PTA provides multiple parent/family nights throughout the school year.
- Student attendance awards are presented every trimester and a PANDA (Perfect Attendance No Days Absent) award is presented annually.

#### Areas of Concern:

Creating meaningful opportunities for students to build connections with each other, their teachers, and school.

- 1. Affiliation and Bonding
  - Connect students and families to the school through positive means PTA Family Fun events, Halloween Trunk-or-Treat, classroom volunteers, and so on.
- 2. Connect intermediate classrooms with primary classrooms in a "Reader Buddies" program.
- 3. Staff will promote social growth and positive character development through classroom incentives and STAR Buck award drawings.
- 4. Utilizing the MTSS process, teachers share students in grade levels providing appropriate instruction to meet each student's needs. Classrooms rotate to each teacher in the grade level for a variety of instructional purposes based on district assessments. ELD students are provided specific instruction within their classroom/grade level to assist in learning English in a small group setting.
- 5. School and Student Council implement community service projects throughout the school year. The projects are a coordinated effort by all stakeholders.
- 6. Weekly morning messages and themed spirit days are planned and executed by the Student Council.
- 7. Staff will build relationships with students using the 2x10 strategy.

## **Appendix**

## Board Policy and Administrative Regulation

- a) BP 0450 (a)—Comprehensive Safety Plan
- b) BP 5141.4—Child Abuse/Neglect and Reporting Requirements and Procedures
- c) AR 5144.2—Suspension and Expulsion/Due Process
- d) BP 5131.2 (a)—Bullying

## Safe Ingress/Egress

- a) Evacuation Map
- b) BP 3516—Emergencies & Disaster Preparedness Plan
- c) Disaster Drill Schedule
- d) Emergency Team Duties
- e) Disaster Duties & Responsibilities
- f) Disaster Procedures
- g) Procedures for Lock-down/Shelter Evacuation
- h) Cardiac Emergency Response Plan
- i) AED Locations

## Discipline Procedures

- a) Student Handbook
- b) Discipline Summary
- c) Attendance Summary
- d) BP 4158, 4258, 4358—Notifying Teachers of Dangerous Pupils
- e) BP 3515.2—Disruptions
- f) Discrimination and Harassment Policy (Annual Notification)

#### **School Information**

- a) School Accountability Report Card (SARC)
- b) Safe School Questionnaire
- c) Safe Schools Planning Checklist
- d) Disaster Services Workers
- e) Electronic Network User Agreements (Student & Staff)
- f) BP 4040—Employee Use of Technology
- g) California Healthy Kids Survey



# Ralph Dunlap Elementary School

# Safe Schools Plan

**Orcutt Union School District** 

2021-2022 School Year

Address: 1220 Oak Knoll Road

Phone: (805) 938-8500

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# **School Safety Committee**

Member Name	Position
Joe Schmidt	Principal
Dana Borsch	Office Manager
Lee Berry	Custodian
Liz Paz	Office Assistant
Shelley Robertson	Instructional Assistant - Resource
Alicia Johnson	Teacher
Erica Phillips	Teacher
Jordan Reece	Parent
Tara Hendricks	Parent

Parent

Parent

Parent

Melissa Johnson

Sara Alter

Barbara Sandoval

#### **Mission Statement**

#### School Mission:

Ralph Dunlap Elementary School's mission is to have a learning community where students, staff and parents work in partnership to ensure a superior academic educational experience for students. All students will achieve their personal best in this collaborative environment that is equipped with the educational technology and resources to create life-long learners able to excel in a world of constantly changing technology, culture and social values.

Ralph Dunlap School seeks to provide for all students: Safety arriving to and departing from school Safety in the classroom Safety on the playground Safety in the hallways Safety in the cafeteria/multi-use room Safety from bullying, harassment, prejudice

Ralph Dunlap staff also promotes the following Guidelines for Success:

That our students will be:

Respectful
Responsible
Value Everyone
Engage in Learning

Ralph Dunlap Staff Commitments:

Be open to embrace changes and take risks.

Celebrate and educate our students and each other.

Be professional and accountable.

Protect instructional time.

Respect everyone's uniqueness and level of expertise.

Be consistent in implementing student expectations.

Be an encouraging, caring and supportive staff member.

Be enthusiastic, positive, motivated, fun and creative.

The Safe School Committee shares a common feeling with our students, parents, and staff in that Ralph Dunlap School is a safe, supportive, nurturing environment for all children. This "safe school" perspective comes from a deep commitment, belief and cooperation from parents, community members, staff, district personnel, students, and law enforcement. In the development of this plan the Committee has followed the recommendations of the California Department of Education School Safety and Violence Protection Office document, Safe Schools: A Planning Guide for Action. In this document we will attempt to cover four major components including (1) Personal Characteristics of Ralph Dunlap's Students and Staff, (2) Ralph Dunlap School's Physical Environment, (3) Ralph Dunlap School's Social Environment, and (4) Ralph Dunlap School's Culture. This plan provides a template for maintenance of current programs and development of new programs to enhance the safety of our school.

## **Vision Statement**

### School Vision:

Ralph Dunlap School has a rich tradition of outstanding student achievement. To continue this practice of excellence, we will maintain high expectations and promote academic superiority for all students through essential curriculum. We will create rich, varied experiences in curricular learnings that accommodate different learning styles and abilities. We will foster a positive school climate that results from a caring community which respects and values diversity and provides a nurturing environment for positive self-esteem. This environment will be orderly, safe, inviting and stimulating for all. We will create an atmosphere where the staff learns, works and shares as a collaborative team and where the leadership is supportive, encouraging and fosters positive changes. We will build a cooperative link between home, school and community, that recognizes and embraces the unique community in which we serve.

#### Personal Characteristics of Students and Staff

## **Areas of Pride and Strength:**

- Students and their families are honored at bimonthly Student Recognition celebrations honoring student academic achievement and character.
- Students are acknowledged by perfect monthly, trimester and yearly attendance.
- Leadership and mentoring skills are fostered via the Big Buddies programs.
- A physical education (PE) program in grades kindergarten through six, taught by a fully credentialed PE teacher, provides physical fitness instruction two times per week.
- Weekly music instruction for all students in kindergarten through sixth grade is taught by a fully credentialed music teacher.
- Weekly maker space and art instruction for all students in grades kindergarten through sixth grade.
- Compass Learning, a computer based program, is utilized to provide intervention and enrichment opportunities for kindergarten through sixth grade students in reading, language arts and math after school up to three days a week.
- Systematic Instruction in Phonological Awareness, Phonics, and Site Words (SIPPS) is implemented and progress is closely monitored for students who need reading support.
- Support service providers are in place for our students (i.e. SDC, Resource, andSpeech).
- Counseling services from an OUSD Counselor are available to the school.
- The mainstreaming of Special Day Class and Deaf Hard of Hearing (D/HH) students into regular education classes has been a positive experience for all.
- Health and well-being issues are taught during Growth and Development, Child Safe, Too Good for Drugs, and DARE instruction (6th graders).
- Hearing and vision screening each fall is provided for our students by the District nurse, health assistants and parent volunteers.
- A well defined Child Care Program meets the before and after school needs of our students.
- Staff has the opportunity to review data from the California Healthy Kids Survey.
- Staff attends professional development with various topics centered around teaching and learning.
- Teacher collaboration occurs on a weekly basis during "early release" Wednesdays.
- Teachers have 90 minutes weekly to collaborate as a grade level and plan tier one instruction.
- PTA sponsored Red Ribbon Week activities promote awareness of the negative use of drugs, alcohol, and tobacco and provide refusal strategies for all students.
- PTA sponsored activities and family nights promote a strong connection between home and school.

#### Areas of Concern:

Ralph Dunlap will support and build caring relationships among students, staff, and the school community.

#### **Action Plan:**

- 1. Continue implementing Positive Behavioral Intervention and Supports (PBIS) training with whole staff.
- 2. Work with staff to develop a plan to organize a Noon Sports League for 4th-6th graders.
- Explore additional service learning activities such as collection drives for the Good Samaritan Homeless Shelter, Santa Barbara County Animal Shelter and Military Troops.

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- 4. Explore opportunities to develop school spirit (i.e. Spirit Days on Fridays, wearing school mascot spirit wear and flying classroom "spirit" flags, etc.).
- 5. County of Santa Barbara and the CA Dept. of Public Health Guidelines are followed due to COVID 19.

## The School's Physical Environment

## **Areas of Pride and Strength:**

- School buildings and classrooms are well maintained. Necessary repairs are made promptly.
- County of Santa Barbara and the CA Dept. of Public Health Guidelines are followed due to COVID 19.
- The Measure G bond was used to install new security fencing and reconfigure the admin office so there is only one point of entry on campus.
- Monthly playground safety checks are completed and filed with the Maintenance, Operations, and Transportation department in the district.
- The principal, teachers and classified staff provide for supervision as students arrive in the morning and depart after school.
- The staff maintains an updated Emergency Response Plan. Evacuation, lock down, fire, and earthquake drills are executed on a regular basis.
- Exit plans are posted in each classroom. In addition, every classroom/building has an emergency flip chart and a backpack filled with supplies.
- The principal maintains vandalism logs, truancy logs and suspension/expulsion logs.
- Playground boxes and playground equipment are monitored regularly for safety.
- Student and staff restrooms are monitored regularly for cleaning and repair.
- Eating areas on both playgrounds are monitored and table tops cleaned on a daily basis.
- Students are taught about environmental education, and recycling is practiced school-wide.
- Gates on the school's perimeter are locked during school hours.
- The alarm system can be heard from all areas of the school campus.
- Locks have been replaced allowing teachers and staff to lock classrooms from the inside of the room.
- Teachers have access to phones in their classrooms.
- A kindergarten before-school recess is monitored by a classified employee.
- A garden statue honoring Dunlap's retired office manager is located near the office.
- A rock honoring former principal Tony Brancato is featured in the front on the school.
- Playground sand has been replaced with bark chips.
- Classrooms are cleaned, sanitized, and vacuumed on a regular basis.
- The administration wing and staff lounge is cleaned, sanitized, and vacuumed on a regular basis.
- All County of Santa Barbara County and CA Dept. of Public Health Guidelines are followed for COVID 19 safety.

#### Areas of Concern:

The Ralph Dunlap School community will continue to identify, address and resolve physical environment issues and concerns

- 1. Work with OUSD landscaper to continue maintenance of trees, plants and lawn areas.
- 2. Keep all campus gates locked during the school day.
- 3. Utilize garden grant to maintain school garden area with classroom involvement and parent support.
- 4. Require that all visitors and all volunteers "check in" with the office and receive badge/sticker before entering the campus.

5.	Explore options for improving campus security after dark and on weekends to prevent vandalism and graffiti (i.e. video cameras, motion sensor lights, etc.).	
6.		

#### The School's Social Environment

## **Areas of Pride and Strength:**

- The principal is readily available to all members of the school community and is visible on campus and in classrooms.
- The principal is supportive and involved in academic and character (social-emotional behavior) matters.
- On a regular basis, the principal greets students and their families as they enter the school grounds in the morning and depart in the afternoon
- Expectations for student behavior are clearly communicated in the Parent Handbook and posted in classrooms.
- All students and staff will participate in a "passport day" where school behavior expectations will be taught.
- Students are updated on school happenings, rules and expectations during daily morning announcements.
- Teachers establish firm and fair classroom rules and consequences.
- A new parent orientation, in August of each school year, welcomes Kindergarten families and other new families to Ralph Dunlap School.
- Sixth grade parents are invited to attend a Jr. High orientation in May for their transitioning child.
- Fall and Winter conferences promote shared goal setting between teachers and parents.
- Digital citizenship is stressed. Students and parents sign an Acceptable Use Policy agreement before students access the Internet.
- Teamwork is practiced during Big Buddy/Little Buddy program, Music program, Physical Education, maker space, art sessions and other Dunlap events.
- Students are able to compete in academic and enrichment endeavors (i.e. Essay Contests, Spelling Bees, Battle of the Books, Author go Round, California Reads program, Math Super Bowl, and PTA Reflections).
- Students have opportunities to hold leadership roles on the school campus through membership in the , Recycling Program, Office Assistants and Big Buddies.
- Theme days are planned by the student council to promote school spirit and a fun sense of community.
- Assemblies, field trips, "Walk through..." programs, 6th grade Outdoor School and the Science Fair are outstanding ways students receive "hands on" learning experiences.
- Regularly scheduled PTA activities bring the school community of parents, students and staff together for "Family Fun nights" and other social activities (i.e. Fall Festival, Reflections Night, Family Movie Night, Family Science Night, Family Bingo Nights, Jog-a-Thon, etc.)
- PTA and business sponsors provide financial support to school academic programs, field trips and special projects.
- The school is open after hours and weekends for use by many community organizations (i.e. soccer, rugby, basketball and baseball teams, boy and girl scout groups, 4-H groups, etc.)

#### Areas of Concern:

Ralph Dunlap staff strives to make our school a welcoming learning environment where students feel connected with their teachers, their peers, and the other adults.

- 1. The principal will make regularly scheduled visits to classrooms to "drop in", make observations and also discuss student behavior when necessary.
- 2. School staff will proactively monitor "hot spots" in the hallways and on the playground for inappropriate behavior.
- 3. Counseling services will be offered by an OUSD Counselor to teach coping and social skills to identified students.

- 4. Student anger issues will be addressed through counseling services and the site Psychologist.
- 5. Positive Behavior Intervention Support (PBIS) training for the entire staff.
- 6. The principal will coordinate with district personnel to plan a bus evacuation drill consisting of instruction in bus rules, expectations and emergency procedures.
- 7. The principal will continue to hold fire, earthquake, lock down, shelter in place, and disaster preparedness drills for staff and students.
- 8. Continued efforts will be made to minimize classroom disruptions thus maximizing instructional time.

#### The School's Culture

## **Areas of Pride and Strength:**

- The belief at Ralph Dunlap School is that every student matters and counts! This belief promotes a sense of connectedness, belonging and community.
- Ralph Dunlap students are connected and involved in the school and parent involvement is highly encouraged and supported.
- The principal is visible, approachable and attends PTA and other school events.
- Staff possesses high standards and expectations for all students.
- Staff at Ralph Dunlap strongly feel that every child on campus is "their" child and their responsibility.
- Teachers participate in professional development opportunities throughout the year.
- Teachers meet in grade level Professional Learning Communities to discuss standards, student learning, during Wednesday early release
- Teachers meet for 90 minutes weekly as a grade level to discuss and plan tier one instruction.
- There is a strong partnership between staff and all stakeholders.
- A "New Parent Orientation" is held prior to the opening of the school year.
- The office staff creates a "welcoming", friendly, helpful and supportive atmosphere.
- There is a close rapport among staff members.
- Student Success Team meetings bring staff and parents together to discuss how to assist struggling students.
- Students in grades Kindergarten through 6th receive reading intervention support four days a week by an Intervention Teacher.
- Several staff members are trained in Crisis Prevention and Intervention (CPI).
- Student award programs recognize students for outstanding character development and are scheduled on a bi monthly basis.
- Students in Kindergarten through 6th grade are recognized and honored for perfect monthly, trimester and yearly attendance.
- Upper grade students mentor primary grade students via a "Little Buddies" tradition.
- The PTA supports classroom instruction, field trips, and assemblies and provides resources for student enrichment and campus beautification.
- School-home communication takes many forms: Friday folders, school on-line newsletter, ParentSquare, classroom newsletters, monthly PTA newsletters, parent-teacher conferences, phone calls, social media, email, etc.
- All parents accessed the Aeries student information system for the enrollment process.
- Aeries offers parents the ability to view student progress (grades), district and state assessments, and other information from home.
- Efforts continue to develop, maintain and enhance a Ralph Dunlap school garden.
- Implementation of Positive Behavior Interventions and Supports (PBIS).

### **Areas of Concern:**

The Ralph Dunlap School community will work together to support a comprehensive school wide approach to overall "connectedness," safety and learning.

- 1. Staff will continue to collaborate with PTA about how best to welcome new students and their families to Ralph Dunlap School.
- 2. Continue to support the PTA on family oriented events and parent education topics.

- 3. Staff will promote social growth and positive character development through school-wide PBIS, Student Recognition, Perfect Attendance recognition, and Positive Referrals to the principal.
- 4. The staff will continue to develop their California State Standards and textbook adoption proficiency to focus instruction, assess student learning, and provide intervention and enrichment opportunities as a result of data analysis. These talks will occur during weekly PLC time.
- 5. The principal will provide teachers with NWEA and DIBELS assessment data to help them analyze student performance and to plan instruction based on such analysis.
- 6. Teachers will meet in Professional Learning Communities, weekly, to collaborate and focus on essential standards, common assessments, student results and student learning.
- 7. Teachers will continue to align grade level "essential standards" with California's State Standards.
- 8. Teachers will continue to attend training for curriculum implementation, best practices, and RTI practices.
- 9. Staff will develop a deeper awareness of and proficiency with on-line programs for student learning.

## **Appendix**

## Board Policy and Administrative Regulation

- a) BP 0450 (a)—Comprehensive Safety Plan
- b) BP 5141.4—Child Abuse/Neglect and Reporting Requirements and Procedures
- c) AR 5144.2—Suspension and Expulsion/Due Process
- d) BP 5131.2 (a)—Bullying

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- a) Evacuation Map
- b) BP 3516—Emergencies & Disaster Preparedness Plan
- c) Disaster Drill Schedule
- d) Emergency Team Duties
- e) Disaster Duties & Responsibilities
- f) Disaster Procedures
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- h) Cardiac Emergency Response Plan
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## Discipline Procedures

- a) Student Handbook
- b) Discipline Summary
- c) Attendance Summary
- d) BP 4158, 4258, 4358—Notifying Teachers of Dangerous Pupils
- e) BP 3515.2—Employee Use of Technology
- f) Discrimination and Harassment Policy (Annual Notification)

#### **School Information**

- a) School Accountability Report Card (SARC)
- b) Safe School Questionnaire
- c) Safe Schools Planning Checklist
- d) Disaster Services Workers
- e) Electronic Network User Agreements (Student & Staff)
- f) BP 4040—Employee Use of Technology
- g) California Healthy Kids Survey



Lakeview Junior High School

# Safe Schools Plan

**Orcutt Union School District** 

2021-2022 School Year

Address: 3700 Orcutt Road Phone: (805) 938-8600

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# **School Safety Committee**

Member Name	Position
Jonathan Dollahite	Principal
Janinne Salinas	Vice Principal
Abigail Daly	Student
Isabella Yancey	Student
Keri Kirkland	Teacher
Elizabeth Cutler	Teacher
Tim Smith	Teacher
Brandon Lambert	Parent
Katy Smith	Parent
Alicia Penrod	Parent

#### **Mission Statement**

Lakeview Staff believes all students can learn. To achieve learning for all we agree to the following commitments:

- · Provide a safe environment for all students and staff
- · Address the needs of the whole child, academically, socially, emotionally and physically
- · Build a strong connection to school for all students
- · Adapt instructional practices to meet the changing needs of all students

#### **Vision Statement**

Our VISION is that all students at Lakeview Junior High School will experience equal access to a well-balanced, challenging education designed to prepare them to think, communicate and achieve to their fullest potential academically, socially, and personally.

VISION DEFINED:

#### **DREAM**

- Think outside the box
- · Strive for better
- · Imagine a better you
- · Consider the possibilities
- Keep doors open
- Be Limitless
- See yourself beyond the now

## **BELIEVE**

- Believe in yourself
- · Believe in one's self to achieve goals
- Have confidence in yourself
- Believe in what your senses are telling you
- Believe in positive intentions
- Believe others care
- You can be an active participant in your future

#### ACT

- · Take action and complete tasks!
- Behave Responsibly!
- Take Positive Risks!
- · Keep up on Schoolwork!
- Treat people the way you want to be treated!
- Don't give up, keep trying, make adjustments!

### **ACHIEVE**

Feeling successful when meeting (short term and long term) goals

- Pride and confidence in what we achieve
- Demonstrating learning with improved grades and/or new skills.
- Extend knowledge beyond school.

"If it doesn't challenge you, then it doesn't change you."

### **Personal Characteristics of Students and Staff**

## Areas of Pride and Strength:

- The staff is well qualified, cohesive, innovative, and flexible.
- The principal and assistant principal are very supportive.
- The students are proud and cooperative.
- The community, parents and PTSA are very active and involved.
- The special education program is both inclusion and pull out. Special education students receive as many of their services within the general education classroom, along side their peers, as appropriate.
- Students give daily morning announcements and when necessary followed by a principal's announcement.
- Before school activities include maker space and library functions.
- Numerous lunchtime activities (makerspace, pep rallies, music, tutoring, spirit competitions, library, etc.) are available for all students.
- A wide variety of elective courses are offered to infuse learning with technology, visual and performing arts, and career/real-world connections.
- After school activities include cheerleading, a homework center and school sports are available for all students.
- 100% of the full time teachers have obtained SB 395, SB 1969, CTEL, CLAD or BCLAD certification.
- New staff members are paired with an onsite veteran teacher, in their curricular area, to facilitate transition to their new work environment. Teachers new to the District participate in the County Office of Education Teacher Induction Program along with a teacher mentor.
- New students are welcomed by the office staff and administration, then paired with a same grade student, and are given a tour of the school including a
  walk-through of their classrooms.
- Lakeview School has a website and staff Google Classroom websites for Home/School Communication and an electronic bi-weekly parent/staff newsletter is sent home by the principal.
- The Aeries Parent Portal provides access for parents to see current grades for each class.
- Phones in every classroom allow for voice mail capabilities.
- Parent nights at Lakeview (Back-to-School, Open House, Teacher/Parent Conferences, etc.) are well attended.
- Utilizing a Lakeview Student Handbook (developed by Lakeview staff) and a "Student Rights and Responsibilities" Handbook (developed by district personnel), students and parents are made aware of all school rules within the first two weeks of school (attendance, suspension and/ or expulsion policies, dress code, discipline procedures, sexual harassment, etc.).
- Child Safe workshops over a three-day period are conducted yearly for seventh grade students and parents.
- The staff has built and sustained Professional Learning Communities to enhance staff collaboration and student achievement.
- The district and school have addressed the heavy backpack issue by purchasing and sending home with every student a set of classroom books.
- A Saturday School program was implemented as an option to off-campus suspension and an attempt to keep students eligible for graduation ceremony.
- The staff opens their classrooms for students during lunch, before school and after school.

#### Areas of Concern:

Continue to develop and maintain a supportive and collaborative culture on our campus. We strive to create an environment in which our students feel comfortable, cared for, and challenged to do their best. The culture of our school needs to be one that cares about each other. We must continue to find ways to meet the social, developmental, emotional, and athletic needs of each of our students.

- 1. Explore ways to improve meaningful participation for all students.
- 2. Continue to evaluate existing discipline policies particularly in reference to disruptive students and alternative disciplinary measures.
- 3. Continue to explore ways to meet the needs of those students who have not yet met standards.
- 4. Continue to develop opportunities to reward good behavior through incentive programs.

## The School's Physical Environment

## **Areas of Pride and Strength:**

- School buildings and classrooms are well maintained and attractive (especially considering the age of the school).
- Staff members annually review and update the School Disaster Plan.
- During school hours there is a single point of entry through the front office.
- The school is located in an area that is easily observed by passing motorists on a local freeway and surface street.
- A central Quad area allows our students to socialize in an area easily monitored by staff.
- The gym and fitness area are a source of school and community pride. The gym is not only used for junior high activities, but also by our district for district wide events, local youth sport groups and by the Santa Maria Parks and Recreation Department. School and field facilities are shared by other schools and community programs.
- Disaster drills, including earthquake, fire and intruder alert, are placed on the calendar and coordinated closely with the School and District Disaster Plans.
- A supervision duty schedule is created every year. Teachers are on duty before, during and after school for student safety.
- Soccer and softball fields are continually used by the community and the school.
- The district worked with the school to construct a walkway on the south side of campus so the students could bypass an unsafe hill which created a traffic blind spot on an adjacent street (Harsin Street).
- The PTSA and school worked together to provide a covered outdoor lunch area to provide students another place to eat on campus.
- The PA system can be heard from all areas of the school campus.
- Locks have been replaced allowing teachers and staff to lock classrooms from the inside.
- There is a new electronic marquee in the front of the school which have information for parents and students about school events and is updated weekly by ASB students.
- Emergency backpacks have been placed in classrooms, gym, fitness center and multi-use room. Each teacher also has an emergency backpack filled with supplies and emergency flip chart.
- There are two AEDs located on campus.
- ASB has developed a successful campus beautification program.
- All County of Santa Barbara County and CA Dept. of Public Health Guidelines are followed for COVID 19 safety.

#### Areas of Concern:

An area of concern is to upgrade the eating area for our students. Additional tables, trees, and landscaping for students will enhance the beauty of our campus. Classroom furniture needs to be continually upgraded. We also must concentrate on how technology is integrated in our classes. Examine safety aspects of our campus and explore possible improvements.

- 1. Administrators, with help from the California Highway Patrol and the Santa Barbara County Planning Department, will investigate long-term solutions to heavy traffic problems in the school parking lot and frontage road before and after school.
- 2. The school and ASB will continue to search for ways to improve student pride so acts of vandalism are reduced and reported in a timely manner.

- 3. Continue to work with the Orcutt Youth Softball Association (OYSA) to maintain the softball fields and the adjacent parking areas.
- 4. Examine safety concerns on campus related to our Intruder drills at all times during the day (including nutrition break, lunch, and passing times).
- 5. Conduct regular staff discussions regarding our reactions to crisis events. This would include all disaster and safety drills.

#### The School's Social Environment

## **Areas of Pride and Strength:**

- Active and innovative administrators who are skilled in participatory management.
- Lakeview Junior High School is a closed campus. Parents or visitors on campus must wear an identifying badge.
- An electronic newsletter informs parents and families about school activities.
- Lakeview holds high expectations for our students and provides numerous opportunities for each student to succeed. Teachers are available before and after school to assist students.
- ASB sponsored activities give students positive activities during the lunch hour.
- Various school teams and before and after school activities are available to all students, including basketball, track, volleyball, cheerleading, drama, etc.
- The PTSA and the School Site Council are active parent/student/teacher organizations on campus.
- Numerous school and/or PTSA sponsored activities are offered on a regular basis (assemblies, night dances, spirit weeks, etc.).
- The school has a flexible schedule. Four days of the week are devoted to a regular schedule. One day a week is a PLC/SEO schedule which allows additional student intervention and professional

#### collaboration.

• The school operates on a quarter/semester schedule, with four quarters and two semesters in the year. Each quarter is approximately ten weeks in length. Progress reports are issued at least once

at mid-quarter and report cards are issued at the end of each quarter. Parents can pick up their student's report card at Parent/Teacher/Student Conferences held in the gym in quarters one, two

and three (during non-COVID times).

- Professional Learning Community (PLC) days have been built into the schedule to give teachers time to meet and collaborate on curriculum and assessment.
- The ASB has a program called COTY (Class of the Year) to foster team building, cohesiveness and overall school spirit.
- Positive incentive and recognition programs encourage good behavior (Front of the Line passes, In N Out certificates, etc.).
- A full time school counselor offers peer mediation and individual sessions to support the academic and social-emotional needs of our students.

#### Areas of Concern:

To continue to address the social environment we create for our students at Lakeview. Find ways to enhance the presence and leadership of our ASB. Continue to develop and explore additional ways to keep our school vibrant and exciting for our students.

- 1. Investigate the possibility of introducing new programs to address student needs (peer counseling, student mediation, etc.).
- 2. Improve the use of identification badges by all staff members.
- 3. Review all counseling services for our at-risk students.
- 4. Improve and expand our character education practices on campus.

- 5. Examine the anti-bullying programs and assemblies available to schools. Talk about bullying with our staff and students more often.
- 6. Use PBIS to assess areas of concern from the students' point of view.
- 7. Provide regular Social Emotional Lessons

#### The School's Culture

## **Areas of Pride and Strength:**

- There is a rigorous academic program for all students with high expectations and the opportunity for all students to succeed.
- Consistent behavioral expectations are in place.
- There is a very active ASB who sponsors many spirit days throughout the school year to encourage school spirit and student involvement.
- A Lakeview Newsletter is published and sent electronically to all parents.
- A community liaison is available to help communicate with our Spanish speaking parents and members of the community.
- A Community Interview Day is offered during the year to develop a link to the community.
- An SST/ATC process is in place to ensure identification of at-risk students' needs and to foster collaboration to assist student learning.
- Student recognition (Student of the Quarter, Honor Roll and improved GPA) programs, with parent involvement, recognize students for improvement and success.
- Positive incentive programs are in place to reward and encourage good character and behavior.

#### Areas of Concern:

- Increase involvement in school wide activities by our students.
- Positive incentive programs are in place to reward and encourage good character, behavior and academic achievements.

- 1. Development and enforcement of clearer expectations for appropriate dress and behavior.
- 2. Development of strategies to build a sense of family within the school (i.e. every child can succeed and every child is important).
- 3. Explore practices to involve more students in our ASB activities.
- 4. Continue character education building activities. Explore other activities that will help us.

## **Appendix**

## Board Policy and Administrative Regulation

- a) BP 0450 (a)—Comprehensive Safety Plan
- b) BP 5141.4—Child Abuse/Neglect and Reporting Requirements and Procedures
- c) AR 5144.2—Suspension and Expulsion/Due Process
- d) BP 5131.2 (a)—Bullying

## Safe Ingress/Egress

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## Discipline Procedures

- a) Student Handbook
- b) Discipline Summary
- c) Attendance Summary
- d) BP 4158, 4258, 4358—Notifying Teachers of Dangerous Pupils
- e) BP 3515.2—Employee Use of Technology
- f) Discrimination and Harassment Policy (Annual Notification)

## **School Information**

- a) School Accountability Report Card (SARC)
- b) Safe School Questionnaire
- c) Safe Schools Planning Checklist
- d) Disaster Services Workers
- e) Electronic Network User Agreements (Student & Staff)
- f) BP 4040—Employee Use of Technology
- g) California Healthy Kids Survey



Orcutt Junior High School

# Safe Schools Plan

**Orcutt Union School District** 

2021-2022 School Year

Address: 608 Pinal Street Phone: (805) 938-8700

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# **School Safety Committee**

Member Name	Position
Kelly Osborne	Principal
Molly Johnston	Vice Principal
Ernie Salinas	Teacher
Kacie Jackson	Teacher
Tania Griffith	Community Liaison
Jennifer O'Kane	Classified
Joel Arrellano	Parent/ELAC Represenative
Lisa Lopez	Parent
Jordan Lopez	Student

Student

Sophia O'Kane

#### **Mission Statement**

The mission of Orcutt Junior High School is to ensure the educational success of all students by maintaining high expectations, a safe learning environment, a commitment to excellence, and comprehensive programs which empower students to reach their fullest potential as responsible and productive citizens in a continuously changing world.

## **Vision Statement**

We	envision	an	Orcutt	Junior	High	School	where

Students come first on a campus that

- Provides a caring and supportive environment
- Has high expectations for achievement and conduct of all members of the school community
- · Accommodates individual needs in a timely manner

All students and staff learn through access to

- · Rigorous core curriculum in all disciplines
- Current technology and ongoing training in the use of that technology
- Extracurricular and professional development opportunities

Communication among all members of the campus community is promoted through

- Formal and informal processes for staff communication/idea sharing
- Ongoing opportunities for students to develop and exhibit communication skills
- · Active parental participation in the education process

Our campus environment accommodates the needs of our population by

- · Instilling and fostering school pride
- Providing a clean, safe campus
- Maintaining well designed and arranged classrooms
- Promoting an ongoing campus beautification program

The Safe School Committee shares a common feeling with our students, parents, and staff in that Orcutt Junior High School is a safe, supportive, nurturing place for children. This "safe school" perspective comes from a deep commitment of cooperation from parents, community members, staff, district personnel, students, and law enforcement. In the development of this plan the Committee has followed the recommendations of the California Department of Education School Safety and Violence Protection Office document, Safe Schools: A Planning Guide for Action. In this document we will attempt to cover four major components including (1) Personal Characteristics of Students and Staff, (2) The School's Physical Environment, (3) The School's Social Environment, and (4) The School's Culture. This plan provides a template for maintenance of current programs and development of new programs to enhance the safety of our school.

#### Personal Characteristics of Students and Staff

## **Areas of Pride and Strength:**

- OJHS has two Special Education Day Classes serving students with severe physical and learning challenges.
- OJHS students are accustomed to working with peers of varying abilities.
- A supportive, caring, and involved staff.
- Classrooms open before school, at lunch, and after school for additional help.
- Careful and complete at-risk student identification process.
- Positive communication with feeder schools regarding students.
- Intervention programs for students with special needs or attention.
- A comprehensive Physical Education/ Health program offered to all students.
- Proud and cooperative students.
- Involved parents, PTSA, ELAC, and community.
- · Elective selections within student schedules.
- ASB activities, fundraisers, school spirit days, and assemblies.
- School dances three times a year.
- · Intervention classes for reading and mathematics.
- Staff has incorporated academic language, Critical Thinking, STEAM, Close Reading, and sentence frames as a part of daily instruction.
- Full inclusion special education program.
- Morning video announcements by the Journalism class.
- After school activities include cheerleading, Robotics, and competitive sports teams.
- 100% of the full time staff members have obtained SB395, SB1969, CLAD or BCLAD certification.
- ASB provides leadership opportunities for students.
- The breakfast and lunch program feeds hundreds of students daily.
- We provide a healthy snacks nutrition break every day.
- Health, dental, vision, and scoliosis screening take place every year.
- New students are welcomed by the office staff and principal and are then paired with an Orcutt student and are given a tour of the school.
- Orcutt Junior High website and Parent Square are used regularly for Home/School Communication.
- Phones in each classroom allow for voicemail capabilities.
- PTSA sponsored Red Ribbon Week activities promote drug, alcohol, and tobacco awareness and refusal skills for all students.
- The staff has built and sustained Professional Learning Communities to enhance staff collaboration and student achievement.
- Child abuse workshops over a three day period are conducted yearly for seventh grade students and parents.
- Utilizing an Orcutt Junior High School Student Handbook (developed by the school staff) and a "Student Rights and Responsibilities" Handbook (developed by

District personnel), students and parents are made aware of all school rules within the first week of school (suspension and/ or expulsion policies, dress code, discipline procedures, sexual harassment, etc.).

#### Areas of Concern:

School Culture and prior year discipline rates (specifically disruptive behavior) for classroom as well as throughout the campus.

- 1. Continue to develop staff professional growth opportunities.
- 2. Continue to evaluate existing discipline policies particularly in reference to disruptive students and alternative disciplinary measures.
- 3. Constantly review dress code policy for students, and make concessions if appropriate.
- 4. Healthy choices and positive peer relationships are a focus in 7th grade Health classes and Physical Education. At least two of the lessons will be facilitated by the School Counselor.
- 5. Upgrade and improve the overall facility.
- 6. Expand the use of technology in the classroom.
- 7. Explore ways to improve meaningful participation, and positive behavior choices for all students.
- 8. Incorporate various Response to Intervention strategies as outlined by the Mike Mattos professional development trainings.
- 9. Encourage use of See Something, Say Something on school website and QR Code to anonymously report issues on campus.
- 10. Promote with students and staff the idea of "If you see something, then say something" as a means for early intervention of students in a crisis.

## **The School's Physical Environment**

## Areas of Pride and Strength:

• County of Santa Barbara and the CA Dept. of Public Health Guidelines are followed due to COVID 19 as needed.

The school buildings and classrooms are well maintained and painted. Modernized Room 1 functions well for both Science and STEAM.

- The principal, vice principal and teachers provide for sidewalk safety and traffic flow in the parking lot as students arrive in the morning and depart in the afternoon.
- The campus is secured by an alert staff (we have partial security fencing that should be completed in 2021); unwanted visitors are quickly observed and confronted.
- The staff maintains an updated School Disaster Plan. Evacuation drills are called on a regular basis.
- The parking lot has been redesigned and traffic patterns modified to improve on student safety needs.
- The administration maintains vandalism logs, truancy logs, and suspension/expulsion logs.
- Student and staff restrooms have been modernized and are monitored regularly for cleanliness and good repair.
- We have a designated Gender Neutral restroom with appropriate signage. Another restroom has a handicap button to operate the door.
- Locks have been replaced allowing teachers and staff to lock rooms from the inside.
- Disaster drills, including earthquake, fire and intruder alert, are placed on the calendar and coordinated closely with the school and district disaster plans.
- A school wide evacuation drill is coordinated by the district.
- The alarm system has been upgraded and can be heard from all areas of the school campus.
- Our gym and fitness lab are a source of school and community pride. The gym is not only used for junior high activities, but also by Orcutt Academy High School, local youth sport groups, and by the Santa Maria Parks and Recreation Department.
- The school is viewed by the community as their park.
- Durable, numbered signs that represent classroom numbers have been posted on back fence for drills and emergencies.
- Emergency Management Guides are in every classroom and used with every school safety drill.
- All County of Santa Barbara County and CA Dept. of Public Health Guidelines are followed for COVID 19 safety.

#### Areas of Concern:

A safe, secure, and student friendly campus to facilitate school spirit, and connectivity.

- Trim trees as needed to avoid limbs falling.
- 2. Continue upgrades to Makerspace and Library.
- 3. Replace/refurbish Fitness Center equipment.
- 4. Continue to stagger the parking location of the school buses after school in order to block the traffic from driving through the parking lot.
- 5. Utilize sandwich-board type signage to communicate the parking and traffic restrictions of our parking lot.

- 6. Implement PBIS Rewards to encourage students to make positive choices (PRIDE).
- 7. Research and possibly install devices to detect vaping in the school restrooms.
- 8. Install security fencing around the whole perimeter of campus.
- 9. Set-up a student store to redeem PBIS Rewards points.
- 10. Display PRIDE behavior expectations around the campus.

#### The School's Social Environment

## **Areas of Pride and Strength:**

- Orcutt Junior High School is a closed campus. Parents or visitors on campus must wear an identifying badge.
- Orcutt holds high expectations for our students and provides numerous opportunities for each student to succeed.
- Students exhibiting positive choices are electronically issued PBIS Rewards points.
- Teachers open their classrooms before school, at lunch and after school.
- Makerspace and Library are available to students throughout the school day.
- ASB sponsored activities give students positive activities during the lunch hour.
- Various school teams and before and after school activities (basketball, track, volleyball, cheerleading, Robotics, band/drum line, etc.)
- The school's administrators are actively involved in curricular matters, are readily available to all members of the school community, and are visible on campus.
- On a daily basis, the administrators greet students as they enter the school in the morning, during lunch, and when they depart in the afternoon.
- Parent-Teacher Conferences are held three times during the school year in the gymnasium to promote shared goal setting between teachers and parents.
- Regularly scheduled activities bring parents, students, and staff together for social activities.
- The PTSA and the School Site Council are active parent/student/teacher organizations on campus.
- Student trips are offered to high achieving students in both seventh and eighth grade.
- The school operates on a quarter/semester schedule, with four quarters and two semesters in the year. Each quarter is nine weeks in length. (Shedules vary during COVID times to accommodate changes in blended/distance settings.)
- Progress reports are issued mid-quarter and report cards are issued at the end of each quarter. Parents can pick up their student's report card at the Parent/Teacher conferences held in the gymnasium and they are mailed home.
  - Bully Button on the school's website is available to report incidents. QR Code is also posted around campus.
  - Professional Learning Community (PLC) days meet every Wednesday morning; teachers collaborate on curriculum, assessments, and student learning.
  - A recycle program promotes a clean campus.
  - Active participation in the district attorney's truancy program for Santa Barbara County.
  - 7th graders attend a WOW day prior to the first day of school to get introduced to the school campus and staff. Students are introduced to our PRIDE acronym which focuses on positive behavior expectations.
  - Leadership committee reviews results from the California Healthy Kids Survey and plans accordingly.

#### Areas of Concern:

Student activities designed to make kids feel safe and connected at school thus decreasing truancy rates in both grade levels.

- 1. Utilize the services of a full-time Counselor for students needing academic and social/emotional support.
- 2. School site management will continue to provide for safety and disaster preparedness activities and drills.

- 3. Continue efforts to minimize classroom disruptions; instructional time will be maximized.
- 4. Train Leadership Team and site administrators on Positive Behavioral Interventions and Supports (PBIS).
- Continue the changed bell schedule to create a 7th period block four days per week to provide enrichment and intervention lessons.
- 6. Implement restorative approaches to student discipline.
- 7. Create opportunities for students to be problem solvers. Implement Students Leading Education (SLED) program.
- 8. Continue to support and expand Project Google a community service elective that uses the Google Suite to execute the projects.
- 9. Provide students with a minimum of three Digital Citizenship lessons throughout the school year.
- 10. Routinely consult with School Psychologist regarding students with social and emotional challenges.

#### The School's Culture

## **Areas of Pride and Strength:**

- There is a rigorous program for all students with high expectations and the opportunity for all students to succeed.
- Parents and students regularly report that they feel "connected" to the school.
- The PTSA supports classroom instruction, provides field trips, schedules and finances assemblies, and provides resources for school beautification.
- Consistent behavioral expectations aligned with Mustang PRIDE are promoted.
- A strong, consistent dress code policy is enforced.
- There is a very active ASB and Student Body involvement in Community Service projects.
- The ASB sponsors many spirit days throughout the school year to encourage school spirit and student involvement.
- School principal sends out a Bi-monthly bulletin to parents for purpose of keeping parents up to date on school activities.
- An Orcutt "Mustang Madness" newsletter is published by students every month.
- A Community Interview Day is offered during the year to develop a link to the community.
- Intervention and enrichment classes are offered for identified students and students wishing to expand their educational experiences.
- Our morning video announcements set the tone for the day with spirited students reporting the school news.
- Our PE program has fitness programs and activities designed for all students.
- Our cafeteria provides lunches and nutrition snacks that please all our students.
- Teachers take a serious interest in the lives of their students.
- Student recognition programs take place regularly such as PBIS Rewards, Student of the Month, Honor Roll, and others.
- An SST program is in place to ensure early identification of and collaboration to assist learning needs.
- Students help maintain a clean and orderly campus.
- Teachers and parents maintain high standards and expectations for all students.
- Mass text, email, and phone message lists have been generated to inform parents of upcoming dates and events such as progress reports, parent conferences,

## Back to School Night, etc.

• Student discipline is an opportunity for reflection, restitution, and personal growth.

#### Areas of Concern:

Communication among all stakeholders to enhance and improve school culture.

- 1. Continue to improve communication with parents via ParentSquare, e-mail, newsletters, school websites, Aeries portal, school newspapers, etc.
- 2. Use feedback from feeder schools to be proactive in student placement.
- 3. Utilize the services of the Community Liaison.
- 4. Facilitate a minimum of four ELAC meetings. An ELAC representative will participate on the School Site Council and DELAC.

- 5. Expand the use of Aeries to increase communication between staff and administration.
- 6. Continue professional growth opportunities for all staff members.
- 7. Continue to make parents feel a part of the school events.
- 8. Expand the use of ParentSquare for the vast majority of school communication.
- 9. Encourage parents and guardians to use ParentSquare to create a dialogue between themselves and the school's staff.
- 10. Raise funds to purchase a digital marque for front of school.

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- d) BP 4158, 4258, 4358—Notifying Teachers of Dangerous Pupils
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- f) Discrimination and Harassment Policy (Annual Notification)

## **School Information**

- a) School Accountability Report Card (SARC)
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- c) Safe Schools Planning Checklist
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- e) Electronic Network User Agreements (Student & Staff)
- f) BP 4040—Employee Use of Technology
- g) California Healthy Kids Survey



**Orcutt Academy K-8 Campus** 

# Safe Schools Plan

**Orcutt Union School District** 

2021-2022 School Year

Address: 480 Centennial Street, P.O. Box 161, Los Alamos, CA 93440

Phone: 805-960-5530

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# **School Safety Committee**

**Member Name Position** Jared Banks Principal Stacey Lovell Teacher Isabel Riggs Teacher Kathleen Stevenson Office Manager

Ernesto Vela Custodian

**Brad Gitchell OUSD Director of Maintenance and Operations** Roy Dugger City of Santa Maria Emergency Services Specialist

## **Mission Statement**

"Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical violence and psychological harm. They are characterized by sensitivity and respect for all individuals (including those of other cultural and ethnic backgrounds), an environment of nonviolence, clear behavioral expectations, disciplinary policies that are consistently and fairly administered to students; affiliation and bonding to the school support and recognition for positive behavior, and a sense of community on the school campus. Safe schools also are characterized by proactive security procedures, established emergency response plans, timely maintenance, cleanliness, and a nice appearance of the campus and classrooms."

Taken from "Safe Schools: A Planning Guide for Action" California State Department of Education

## **Vision Statement**

While maintaining its current positive practices, the Orcutt Academy will implement action plans to provide an emotionally and physically safe school environment for all students, staff, and visitors.

#### Personal Characteristics of Students and Staff

#### **Areas of Pride and Strength:**

Teachers emphasize character education with students. A character trait (e.g., "Honesty", "Compassion", etc.) is taught each month. Character Awards are part of the student recognition program.

Leadership, community service, and mentoring skills are fostered via student family groups, the ASB, and campus clubs and teams.

The ASB promotes school spirit by planning schoolwide "spirit days".

A Campus Connection childcare program is available to students both before and after school. The program is located at Pine Grove School.

The school has a continuum of support available for students with academic, behavioral, and other needs (i.e. Resource, Speech, counseling, and other services).

PTSA sponsored activities and "family nights" promote a strong connection between home and school.

Health and well-being issues are taught during Growth and Development, ChildSAFE lessons, Too Good for Drugs, and Drug Abuse Resistance Education (DARE).

The size of the school enables all staff to know all of the school's students. Staff feel connected to all children, not just the children in their respective classrooms.

Students are taught about environmental education, and recycling is practiced school-wide. The OAK-8 FIRST Robotics Team initiated the addition of two recycling bins for the playground.

Extracurricular sports offerings include volleyball, basketball, and track. Lunchtime sports also are an outlet for students in grades 3-8.

In 2019-2020 the district organized a staff development day about social-emotional learning by Doug Fisher, an expert on the topic. The day was well received.

In 2021-2022 the district organized a staff development day about trauma informed practices, by expert Kristen Miller.

The district has updated a presentation on social media for staff. All staff will be shown the presentation during the 2020-2021 school year.

#### Areas of Concern:

- 1. This is the sixth year for OAK-8 on the Los Alamos campus it shares with Olga Reed School. Students, families, and staff desire to preserve their unique "OAK-8" school identity and culture even while sharing a campus with another school.
- 2. Special attention needs to be paid to making sure OAK-8 and Olga Reed continue to share a campus harmoniously and with a focus on the best interests of students. As possible, it is helpful to plan joint ventures involving both schools.
- 3. Staff would like to continue to drill for emergency situations and to reflect on site implementation of district emergency procedures.
- 4. Staff would like to expand their knowledge of social-emotional learning.

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5. Staff need to be trained in health guidelines and protocols associated with the COVID-19 pandemic.

- 1. Continue the school start-of-school-day ritual of meeting as a group for school announcements, the Pledge of Allegiance, the Spartan Creed, and calisthenics. Maintain a morning recess that is for OAK-8 students only. Continue to plan activities such as field trips that are for OAK-8 only. Continue to plan regular activities for student family groups consisting of one student in each of grades TK-8 (9-10 students per group). The groups will meet periodically to accomplish a variety of tasks, including group discussions, art, games, and cooperative learning. The groups are intended to encourage leadership skills in older students, improve cross-age communication, and facilitate problem solving. Importantly, the student family groups will keep OAK-8 students connected across classrooms. Finally, staff and PTSA will continue to plan an end-of-year school outing at the nearby Los Alamos County Park or the Orcutt Community Park.
- 2. Continue joint staff meetings at which staff from OAK-8 and Olga Reed can review and discuss issues pertaining to having two schools share a campus. The school principal will continue to provide regular communication, so staff from each school know what is happening at the other school. Staff will continue to organize lunchtime sports activities, dances, music/arts activities, field trips, and other activities that bring together students from the two schools. Continue to offer volleyball and track teams that include junior high school students from both schools.
- 3. Continue to implement emergency drills for emergency situations such as fire, earthquake, lockdown, shelter-in-place, etc. The principal will attend a workshop on the procedure for an active shooter.
- 4. Staff will continue to prioritize social/emotional learning and teacher-student relationships. Time will be set aside weekly for social/emotional curriculum.
- 5. The district will continue to provide training to staff on health guidelines and protocols for COVID-19.

## The School's Physical Environment

## Areas of Pride and Strength:

OAK-8 has access to quality facilities on its Los Alamos campus. In addition to its five classrooms and the office, OAK-8 has a classroom -- a "Discovery Room" -- that is devoted to hands-on learning in science and the arts as well as academic intervention. OAK-8 also has access to the rest of the campus, which includes a cafeteria, a gym, a library, a computer lab, a science lab, a playground, a tennis court, a track, a field, and a school garden.

Over the summer, the district completed preparatory work to modernize classrooms and security systems, and provide lighting to the front parking lot area and entrance courtyard, funded by Measure G. In previous years, the district modernized the cafeteria and connected rooms, as well as installed perimeter fencing and gates (also funded by Measure G) that have enabled the campus to be secured during the school day. In association with this improvement, the two schools have combined their offices and now have one centralized office. Staff are appreciating a new, centralized staff lounge for both OAK-8 and Olga Reed.

Although some of the facilities are deteriorating and can be modernized (see "Areas of Concern"), the facilities in Los Alamos generally are kept up well. The school custodians provide regular attention to facilities, and the district's maintenance department and grounds crew do an excellent job with maintenance of facilities and grounds. Work orders are responded to with promptness and proficiency.

Earthquake, lockdown, shelter-in-place, and fire drills are practiced throughout the school year. The school is located just blocks down Centennial Street from a Santa Barbara County Fire Station.

The school has a detailed emergency response plan. Exit plans are posted in each classroom. In addition, every classroom/building has an emergency binder and a backpack filled with supplies.

Staff and volunteers wear ID badges.

After considerable modernization work in 2014, the gymnasium is in very good condition. Among other improvements, the gym received new roofing, new ceiling tiles, new seismic supports, new lighting, and new windows. This is important, as the gym will be a place for school assemblies, school performances, P.E., indoor recess on rainy days, and much more.

Most classrooms on campus, including all OAK-8 rooms, have heating and air conditioning. This is valuable in an area that has a wide disparity of temperatures (from mid-20s to 100-plus) during the school year.

The school garden is a focal point for student learning and fun with regard to agriculture, gardening, science, and healthy food choices.

The middle sandbox (the sandbox with swings and some play equipment) has been filled with a fresh shipment of fibar (wood chips). Students are appreciating the newer, softer, more safe fall area.

The district has installed automated external defibrillators (AEDs) on campus.

All county and safety health guidelines for COVID-19 are being followed.

#### Areas of Concern:

- 1. Many of the facilities are in need of modernization and/or repair. Rooms 9-14, which are older modular classrooms, have been suffering roof leaks and water damage following rainstorms. In addition, the rooms suffer odor and damage caused by skunks and other rodents inhabiting below the buildings and even above classroom ceilings. Several rain gutters need to be repaired. The condition of the restrooms adjacent to the OAK-8 classrooms is poor. In some classrooms, intercoms can be improved.
- 2. Graffiti and vandalism occur rarely, but staff still would like to keep an eye on what happens on campus after hours and on weekends.
- 3. The campus' capacity for wifi and Internet is continually taxed. Staff continue to experience issues with slow Internet speed.
- 4. School grounds are in need of attention. The soccer field features numerous holes and mounds, and the track is rough and in need of leveling.

- 1. Work with the district on site facilities needs in association with the implementation of Measure G projects.
- 2. The school principal will have dialogue with the district about the potential installation of cameras to monitor what happens on campus after hours and on weekends. In addition, the campus will continue to invite neighbors and local residents to keep an eye on the campus after hours and on weekends.
- 3. Work with district's Technology Department on improvements for wifi and internet bandwidth. The district's executive director for technology and educational services is collaborating with the Santa Barbara County Education Office on improved internet access for the campus.
- 4. Work with the district on site grounds needs in association with the implementation of Measure G projects.

#### The School's Social Environment

## Areas of Pride and Strength:

OAK-8 and Olga Reed School have launched a campus-wide implementation of a Positive Behavioral Interventions and Supports (PBIS) program. This includes streamlined expectations for student behavior that are based on an acronym, REACH; tickets for prize drawings that can be given to incentivize positive behavior; and documentation of office referrals so as to identify needs and trends. Staff outlined the new expectations at the start of the year with a presentation by the principal and subsequent "passport" stations whereby staff go over specific expectations for campus locations such as the playground, restrooms, cafeteria, etc. The program has paused during the pandemic but staff are excited to resume PBIS when students are back on campus.

Teachers establish firm and fair classroom rules and consequences. As a result, there are few instances of students referred to the school office for administrative attention. The suspension rate (< 1 percent) and expulsion rate (no students have been expelled) have been very low at OAK-8..

School attendance has been affected by the COVID-19 pandemic, but diligent efforts by school staff to keep students safe and on campus have resulted with having more students on campus than otherwise would have been.

Internet safety is stressed. Students and parents sign an Acceptable Use Policy agreement before students access the Internet.

Students are able to compete in academic endeavors (i.e. Lego League, Spelling Bees, Battle of the Books, North County Math Superbowl, and PTA Reflections).

The PTSA sponsors many social activities throughout the school year to facilitate the school community getting to know each other.

Students have opportunities to hold leadership roles in the school through the Associated Student Body, campus clubs, and family group activities.

Theme days are planned by students to foster school spirit.

Build cross campus relationships as 6th and 7th grade students from both campuses attended Science Camp and together at Camp CIMI on Catalina Island.

#### Areas of Concern:

- 1. While PBIS is under way on campus, staff will need to develop an approach to addressing the needs of students with chronic behavioral issues.
- 2. As possible, staff would like to plan activities and events that unify OAK-8 and Olga Reed.
- 3. The school is receiving complaints from both parents and the Transportation Department about the behavior of some parents at school bus stops. Staff would like to implement steps to facilitate improved behavior.

#### **Action Plan:**

1. A cadre of staff, including the principal, will continue to work on "Tier 1" implementation of PBIS. The focus will be to help students and staff build behaviors and practices that are adopted campus-wide. Additionally, the team will analyze data on office discipline referrals to identify areas of need.

- 2. Seek collaboration between the OAK-8 and Olga Reed PTSA units on school events such as the Harvest Festival. Continue to have the schools' ASBs to plan "joint" dances for students in grades 6-8. Hold staff socials for staff from both schools. Continue planning parent education nights for parents of both schools.
- 3. Work with district Transportation Department and California Highway Patrol to identify steps that can lead to improved parent behavior at bus stops.

#### The School's Culture

## Areas of Pride and Strength:

There is a strong partnership among students, staff, parents, and family members. Because parents need to "choose" to have their children attend the school, there is strong buy-in among parents.

Parent involvement is highly encouraged. Many parents volunteer in classrooms.

There is a close rapport among staff members.

Student award programs recognize students for academics, citizenship, effort, and cooperation. The PTSA reinforces this by periodically running an Academy Store.

The school has a regular weekly e-mail newsletter that is appreciated by parents. The staff counselor sends out a periodic newsletter for parents.

## **Areas of Concern:**

- 1. Staff and parents desire to continue to improve methods of school-home communication.
- 2. Staff would like to seek more involvement from parents. At the same time, continue to do background checks (Megan's Law) for all regular school volunteers.

- 1. Expand use of Parent Square as a platform for school-home communication. Parent Square allows the school and individual classroom teachers to send out email messages, texts, and robocalls. Make parents aware of Peachjar, the platform used for community flyers.
- 2. Work with PTSA to involve more parents in school and PTSA activities and events.

## **Appendix**

## Board Policy and Administrative Regulation

- a) BP 0450 (a)—Comprehensive Safety Plan
- b) BP 5141.4—Child Abuse/Neglect and Reporting Requirements and Procedures
- c) AR 5144.2—Suspension and Expulsion/Due Process
- d) BP 5131.2 (a)—Bullying

## Safe Ingress/Egress

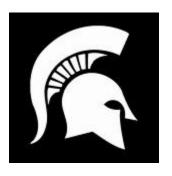
- a) Evacuation Map
- b) BP 3516—Emergencies & Disaster Preparedness Plan
- c) Disaster Drill Schedule
- d) Emergency Team Duties
- e) Disaster Duties & Responsibilities
- f) Disaster Procedures
- g) Procedures for Lock-down/Shelter Evacuation
- h) Cardiac Emergency Response Plan
- i) AED Locations

## Discipline Procedures

- a) Student Handbook
- b) Discipline Summary
- c) Attendance Summary
- d) BP 4158, 4258, 4358—Notifying Teachers of Dangerous Pupils
- e) BP 3515.2—Disruptions
- f) Discrimination and Harassment Policy (Annual Notification)

## **School Information**

- a) School Accountability Report Card (SARC)
- b) Safe School Questionnaire
- c) Safe Schools Planning Checklist
- d) Disaster Services Workers
- e) Electronic Network User Agreements (Student & Staff)
- f) BP 4040—Employee Use of Technology
- g) California Healthy Kids Survey



# **Orcutt Academy Charter School**

# Safe Schools Plan

**Orcutt Academy Charter School** 

2021-2022 School Year

Address: 500 Dyer St. Phone: 805-938-8934

# **Table of Contents**

School Safety Committee
Safe Schools Mission and Vision Statement
Personal Characteristics of Students and Staff
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# **School Safety Committee**

Member Name	Position
Rhett Carter	Principal
Joshua Ostini	Dean of Students
Joe Dana	Director of Charter Programs
Ana Perez	Counselor
Bridgette DePalma	Teacher (High School)
Genevieve Millin	Teacher (High School)
Isabel Riggs	Teacher (K-8)
Brenda Williams	Career and Media Specialist
Julia Colon	Parent
Jamie Duft	Parent
Kenneth Cardona	Parent
Lori Speer	Parent
Rebecca Fanshier	Parent
Hannah Zuckerbraun	Student
Richard Samaniego	Student

## **Mission Statement**

"Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical and psychological harm. They are characterized by:

- Sensitivity and respect for all individuals (including those of other cultural and ethnic backgrounds);
- An environment of nonviolence;
- Clear behavioral expectations;
- Disciplinary policies that are consistently and fairly administered;
- Students' affiliation and bonding to the school;
- Support and recognition for positive behavior; and
- A sense of community on the school campus.

Safe schools also are characterized by proactive security procedures, established emergency response plans, timely maintenance, cleanliness, and a nice appearance of the campus and classrooms."

Taken from "Safe Schools: A Planning Guide for Action" California State Department of Education

## **Vision Statement**

While maintaining its current positive rules and practices, the Orcutt Academy will implement action plans to provide an emotionally and physically safe school environment for all students, staff, and visitors.

## **Personal Characteristics of Students and Staff**

#### **Areas of Pride and Strength:**

The size of the school enables staff to know all of the school's students. Spartan Homeroom provides students with a chance to bond with one teacher throughout their school career at the Orcutt Academy High School.

ASB-Leadership is a class and has elected officers that organize assemblies for the purpose of recognizing sports, clubs, and special events as well as highlighting school spirit. ASB promotes school spirit by planning school wide "spirit days" as well as other activities including middle school visits, lunch time activities, and dances.

Community service is an expectation. Students must earn at least an average of 10 or more hours a year with guidance from their counselors, Career/Media Specialist, and Spartan Homeroom teachers. Graduation is only possible when 40 hours of community service have been earned by the end of senior year.

Clubs are generated by students and staff for students. Teacher advisers use time during lunch and after school to keep the clubs active and relevant. Clubs are another strong source of pride and positive involvement for our students.

PTSA sponsored activities and meetings provide opportunities for community service and help to raise money to supplement teacher budgets and assist the school in funding broad initiatives.

Athletic Boosters sponsored activities and meetings provide opportunities for athletic support and help to raise money to supplement athletic budgets and assist the school in funding sport initiatives.

SOAAR sponsored activities and meetings provide opportunities for academic support and help to raise money to assist the school in funding academic initiatives including the PSAT/NMSQT for all 9-11th grade students.

EdGenuity Credit Recovery was offered again during the summer and during the winter for the first time.

The high school offers after-school intervention program for students with less than a 2.0 GPA three days a week. Each after-school intervention program is supervised by a credentialed hourly teacher. Math and English support are also offered after school. Math tutors are available after school to all students that may be struggling in math at any level. Peer Tutors help students with all subjects while concurrently earning college credit and/or community service hours. A teacher also opens up the Library daily 30 minutes before school to help students struggling in Mathematics. As a result of these programs, approximately 96% of the students at the high school have a GPA of 2.0 or higher.

Freshman Success (PROD 301) and the Senior Success 103 series are required classes helping students to focus on career goals and plan a clear pathway towards achieving those goals. The students also work on their plans from the class during their sophomore and junior year through the course follow up modules which happen in their English classes.

## **Areas of Concern:**

- 1. Continue to support students who are struggling academically and socio-emotionally.
- 2. Improve career technical education offerings by utilizing the K12 Strong Workforce-CTE grant.

#### **Action Plan:**

1. After-school intervention will be supervised by two or three credentialed teachers. Paid teachers make free tutoring available to students needing help before and after school. Peer Tutors will continue to be available by appointment and walk-in for students struggling in any subject.

In Fall of 2021, parents, students, and staff will complete a School Climate survey to assess our continued progress in the areas of school safety, academic instruction, professionalism, and overall school climate. The results will be compared to those of the past four years to determine areas of strength and concerns.

In August of 2021, at least one bilingual counselor will continue to be available to support student programs already in place and work to help align the counseling program to the ASCA national model.

Continue work to fully implement Naviance in Spartan Homerooms to prepare students for college applications and scholarships as well as career choices. Continue to use and improve SPIN (Specialized Instruction) as an intervention for struggling students but also a resource for students wanting help in preparing for college-entrance exams (PSAT, SAT, ACT, AP).

We have two full time counselors providing support services for students as well as a school psychologist. We have also added a program specialist through FBSMV. Students can also be referred to other counseling options if there is a greater need.

Our psychologist, counselors, and teachers will continue to work to identify students who need Student Success Team meetings and/or intervention. This will also include possible communication with social service groups outside of the school.

The Principal and Vice Principal will notify and meet with all students with 504 Accommodation Plans at the start of the first and second semesters.

Students who are struggling academically will be identified and offered extra support services in the form of support classes and/or tutoring.

EdGenuity Credit Recovery will allow for credit deficient students to get back on track. It will continued to be offered during the summer. As needed, communicate with students about other avenues for credit recovery.

Explore professional development opportunities and collaboration for faculty and support staff regarding Career Technical Education (CTE).

Develop a committee to determine next steps in CTE pathways and how to best utilize K12 Strong Workforce-CTE grant.

2.

## **The School's Physical Environment**

## Areas of Pride and Strength:

A school-wide evacuation plan is fully executed each school year.

Earthquake, lock-down, and fire drills are practiced throughout the school year.

The school has a detailed emergency response plan. Exit plans are posted in each classroom. In addition, every classroom/building has an emergency flip chart and a backpack filled with supplies.

The facilities are in decent repair. The district has devoted considerable time and resources to classroom, facility, and grounds improvements. The district's maintenance and ground crews respond to hundreds of work orders to keep the facility running effectively and safely as well as to keep our campus looking beautiful.

Students Leading Education (SLED) painted a mural to increase school pride and update visual aesthetics.

Students have opportunities to participate, via their Spartan Homeroom classes as well as our ASB-Leadership, in school Spirit Days.

The junior high and high school P.E. staffs work together to best maximize the use of the gym, fields, tennis courts, and fitness center.

Coaches are required to have background checks, fingerprint clearance, be current in First Aid/CPR, and have a completed CIF certification. Volunteer drivers that help to transport students to off campus events must go through a stringent paperwork and background process to make sure that they are qualified to help.

The school has 17 cameras set up throughout the campus as well as our entrances/exits to provide students and staff more safety.

Extra Supervision of students/site during lunch and breaks.

All County of Santa Barbara County and CA Dept. of Public Health Guidelines are followed for COVID 19 safety.

#### Areas of Concern:

1. The school needs additional access to fields that can be properly used by athletic teams for practices and games.

1. Measure G funds have been utilized by the district to complete security fencing around the entire campus with limited entry points and update the front office building. These upgrades have now happened but there are still more updates coming soon.

Continue to stress and monitor volunteers and visitors follow proper check in procedures before entering and exiting the campus.

It is necessary for the School Safety Plan to be evaluated and assessed each year. Evacuation procedures, exit routes, and the school map need to be adjusted to accommodate new students and staff who join our campus.

Security cameras continue to be added and maintained all over campus in order to provide a way to monitor activity on the campus.

CrisisGo's safety technologies has been approved by the School Board to help Orcutt Union School District to be better prepared to prevent, respond, and recover from all crisis situations. All administration, Classified and Certificated staff will receive training and professional development.

Help custodial staff stay consistent cleaning classrooms and buildings on the school site through improved communication.

Work with students to maintain campus cleanliness by picking up trash, holding each other accountable, and monitoring peer behavior. Students will be given opportunities through Spartan Homeroom classes and clubs to volunteer for community service and campus beautification opportunities.

Measure G funds have been utilized by the district to update student restrooms and convert to high school specifications (main restroom facility was originally built for elementary students). More updates to come, including a gymnasium/multi-use facility.

Continue field maintenance has been a focus and additional grounds worker has been added to help maintain the fields and better control the gopher problem.

2.

#### The School's Social Environment

#### **Areas of Pride and Strength:**

Expectations for student behavior are communicated in our Student Handbook, Freshman Orientation, Spartan Homerooms, Video Announcements, as well as through our online Newsletter.

Teachers establish firm and fair classroom rules and consequences. When misbehavior occurs, teachers generally are able to address it in classrooms. Accordingly, discipline referrals are low. The school's suspension rate has continued to be low compared to high schools across the state of California.

Health and well-being issues are taught during health classes and reinforced in Spartan Homeroom discussions. Health classes have a curriculum that addresses drug/alcohol abuse, teen pregnancy, digital citizenship, etc.

Internet safety is stressed. Students and parents sign an Acceptable Use Policy Agreement before students access the Internet.

Students are able to compete in athletic and academic endeavors (Varsity/Junior Varsity sports, FIRST Robotics competition), ASB, and various club activities.

PTSA, Boosters, and SOAAR sponsor social activities throughout the school year to facilitate the school community getting to know each other as well as making connections with the students and staff.

Students have opportunities to hold leadership roles in the school through the ASB, campus clubs, sports teams and membership in PTSA, Boosters, School Advisory Council, etc.

The library is open before and after school as well as throughout the day. Makerspace also allows students to gain STEAM experiences while being involved in some growth/learning opportunities in their free time.

School Spirit days are planned by ASB-leadership to allow school spirit to flourish and grow.

Students may choose to participate in the College Now program as well as take Concurrent Enrollment courses at the High School which will allow them the opportunity to earn college and high school credits at the same time.

Band, choir, robotics, athletics, and drama all have opportunities to perform as representatives of the school and for the community.

Community Career Day is held annually to enlighten our students to career options/opportunities as well as to help make better community connections.

Freshman Connect Crew helps promote school wide student support connecting all grade levels and different age groups to the school as well as each other.

Community and parent attendance and participation in and of extra curricular events and activities helps build school pride.

There is a strong partnership among students, staff, parents, community and family members. Because parents need to "choose" to have their children attend the school, there is strong buy-in among parents as well as a pride that comes along with being chosen to be a Spartan.

#### Areas of Concern:

Safe Schools Plan 9 of 13 1/31/22

- 1. Staff wish to continue their efforts to support positive behavior and to recognize student achievement.
- 2. Social emotional issues and depression among students will be highlighted by our 2021-2022 CHKS data...
- 3. High risk activities targeting students via different types of social media.

#### **Action Plan:**

1. Academic and athletic awards will be held to recognize student achievement.

The principal, Vice Principal, counselors, and teachers will work with students to support acceptable student behavior through classroom instruction and increased campus supervision (including cameras).

The principal and teachers will provide opportunities in which students can participate in community performances and events (e.g., Chamber of Commerce luncheon).

Students in robotics, choir, clubs, athletics and other elective classes will continue to present before the Board at regular scheduled Charter Board meetings. Continue to share accomplishments with local media to continue to build a positive image and high achievement for our school.

A variety of speakers and activities such as College T-Shirt days and Spartan Pride days as well as College/Career days and other relevant trips will be created and encouraged to students.

Counselors and Psychologist meet consistently with students that are struggling.

Utilize counselors and SEL as a guide to develop the social-emotional, self-management, social awareness, relationship and responsible decision-making skills for struggling students.

Student led groups (such as ASB and FCC) will explore and help to implement ideas to strengthen student pride and overcome issues on our campus.

Digital Citizenship curriculum will be introduced in our PROD 301 courses and followed up in Spartan Homerooms. Implementation of Success classes will assist counselors, students, and teachers with a 10-year advisement plan to support student behavior and goals.

2.

#### The School's Culture

#### Areas of Pride and Strength:

There is a strong partnership among students, staff, parents, community and family members. Because parents need to "choose" to have their children attend the school, there is strong buy-in among parents as well as a pride that comes along with being chosen to be a Spartan.

The school is small enough to allow the students and staff to really know each other and work together to help students to overcome challenges and meet goals.

The front office staff creates a welcoming and friendly atmosphere as well as providing support for student success.

The school library is open before school, during lunch, and after school to offer a warm place for students to use computers, Makerspace, study, read, receive Peer Tutoring as well as research careers and colleges.

Parent involvement is highly encouraged. Parents make up some of our transportation for sports teams, clubs, and field trips as well as much of the organization that helps support our students and their programs.

There is a close rapport among staff members; teachers eat lunch together in the staff room and the OAHS Social Club creates opportunities for the staff to collaborate as well as celebrate birthdays, holidays, and other special events.

Student Success Team (SST) meetings bring staff and parents together to help students in need of academic or behavioral support. Staff and parents can help to make referrals to SST.

Student award programs recognize students for academic, athletic and club accomplishments.

A variety of different clubs and staff lead groups promote a culture of acceptance, belonging, and respect of a variety of different beliefs.

#### Areas of Concern:

- 1. Being able to maintain a culture of pride and passion for achievement to become the best version of yourself at OAHS.
- 2. Building a focus around a Culture of Wellness at Orcutt Academy.

#### **Action Plan:**

1. Counselors will organize and coordinate parent nights on various topics. Most will be related to college and career awareness as well as assistance to earning scholarships and financial aid.

Market Orcutt Academy Information Nights and OA campus tours to talk about OA and answer questions for future Spartans.

Parents, students, staff, and community members will continue to be given a platform to provide input on plans for upcoming programs.

Continue to update and advertise our website to ensure that all parents know what is happening at OAHS. Continue to encourage all parents to use the Aeries portal consistently to keep updated on their child's progress.

Embed multiculturalism into the core curriculum and school culture. Develop strategies to promote acceptance of differences, in classroom instruction and by providing extra-curricular school sponsored activities.

Continue to be up to date and have access to technology to prepare students for success in the fast moving 21st Century.

Develop systems for the implementation of evidence-based practices and the increased use of data for decision making around a culture of wellness.

Provide training to support all students and staff at a universal level of social/emotional wellness.

Continue to develop and utilize practices that would be helpful from a prevention lens.

Map existing resources, programs, and supports along with identifying data sources looking at student response or outcomes, as well as fidelity of those programs. Develop criteria by which students 1) get access to a particular support, 2) progress while receiving that support and 3) criteria for being exited from the support (data in, data while in, data out). Utilize data to help with structuring supports and maximizing their reach and impact.

2.

#### **Appendix**

#### Board Policy and Administrative Regulation

- a) BP 0450 (a)—Comprehensive Safety Plan
- b) BP 5141.4—Child Abuse/Neglect and Reporting Requirements and Procedures
- c) AR 5144.2—Suspension and Expulsion/Due Process
- d) BP 5131.2 (a)—Bullying

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- d) BP 4158, 4258, 4358—Notifying Teachers of Dangerous Pupils
- e) BP 3515.2—Disruptions
- f) Discrimination and Harassment Policy (Annual Notification)

#### **School Information**

- a) School Accountability Report Card (SARC)
- b) Safe School Questionnaire
- c) Safe Schools Planning Checklist
- d) Disaster Services Workers
- e) Electronic Network User Agreements (Student & Staff)
- f) BP 4040—Employee Use of Technology
- g) California Healthy Kids Survey

### **Joseph Dana**

### **Assistant Superintendent of Educational Services**



February 23, 2022

To: Dr. Holly Edds, District Superintendent

From: Joe Dana

Re: Revision to Board Policy 5148

### Background

As per guidance from the California School Boards Association, we are submitting a revision to Board Policy 5148 on child care development. The policy is updated to reflect a new law, AB 131 (2021), that repealed the Child Care and Development Services Act from the Education Code and reenacted the laws in the Welfare and Institutions Code with responsibility for administering child care programs transferring to the California Department of Social Services (CDSS). The policy also is updated to reflect a new law, AB 130 (2021), that states a child's eligibility for transitional kindergarten may not impact family eligibility for a child care program and which requires, as a condition of funding, that a child care program that is physically closed by local or state public health order or guidance due to the COVID-19 pandemic, but funded to be operational, provide distance learning services as specified by CDSS.

#### Recommendation

Staff recommends that the Board of Trustees approve the revised Board Policy 5148.

### Fiscal Impact

None.

# Students CHILD CARE AND DEVELOPMENT

BP 5148 (a)

The Governing Board desires to provide child care and development services which meet the developmental needs of children and offer a convenient child care alternative for parents/guardians in the community.

The Board shall enter into a contract with the California Department of Social Services (CDSS) for the provision of child care and development services by the district.

The district shall work cooperatively with the local child care and development planning council, public and private agencies, parents/guardians, and other community members to assess child care needs in the community, establish program priorities, obtain ongoing feedback on program quality, and supply information about child care options.

The Board shall approve for the district's child care and development program a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

When a district child care program is physically closed by local or state public health order due to the COVID-19 pandemic, the district shall provide distance learning when required to do so as a condition of funding or when required by law.

### Eligibility and Enrollment

Child care admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the center's program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and health examination requirements. (5 CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized child care is provided to eligible families to the extent that state and/or federal funding is available and shall establish in accordance with enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106. specified in Welfare and Institutions Code 10271 and 5 CCR 18106.

To the extent that space is available after the enrollment of children who are eligible for subsidized services, priority for admissions shall be given to district students, children of district students, and children of district employees.

A child's eligibility for transitional kindergarten enrollment shall not impact family eligibility for a childcare or preschool program. (Education Code 48000)

Students BP 5148 (b)

#### CHILD CARE AND DEVELOPMENT

#### Staffing

The Superintendent or designee shall ensure that individuals working in child care and development programs have the necessary qualifications and have satisfied all legal requirements.

#### **Facilities**

Upon recommendation of the Superintendent or designee, the Board may approve any of the following for the provision of child care and development services:

- 1. The use of existing district facilities that have capacity
- 2. Renovation or improvement of district facilities to make them suitable for such services
- 3. Purchase of relocatable child care facilities
- 4. Inclusion of child care facilities in any new construction
- 5. Agreement with a public agency or community organization for the use of community facilities

The Superintendent or designee shall ensure that facilities used for child care services meet all applicable health and safety standards. (5 CCR 18020; 22 CCR 101238-101239.2)

#### Complaints

For a licensed child care center, any complaint alleging health and safety violations shall be referred to CDSS. (5 CCR 4611).

Any other alleged violation of state or federal laws governing child care and development programs shall be investigated and resolved using the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures.

#### **Program Evaluation**

The Superintendent or designee shall annually conduct an evaluation of the district's child care and development services in accordance with state requirements. The results of the evaluation shall be used to develop an action plan which establishes program goals and objectives for the coming year and addresses any areas identified as needing improvement. (5 CCR 18279-18281)

#### **Students** BP 5148 (c)

CHILD CARE AND DEVELOPMENT
State:
22 CCR 101151-101239.2: General requirement, licensed child care centers
22 CCR 101212-101231: Continuing requirements
22 CCR 101237-101239.2: Facilities and equipment
5 CCR 18000-18434: Child care and development programs
5 CCR 18012-18122: General requirements
5 CCR 18180-18192: Federal and state migrant programs
5 CCR 18210-18213: Severely handicapped program
5 CCR 18220-18231: Alternative payment program
5 CCR 18240-18248: Resource and referral program
5 CCR 18270-18281: Program quality, accountability
5 CCR 18290-18292: Staffing ratios
5 CCR 18295: Waiver of qualifications for site supervisor
5 CCR 18300-18308: Appeals and dispute resolution
5 CCR 4610-4687: Uniform complaint procedures
5 CCR 80105-80125: Commission on Teacher Credentialing, child care and development permits
Ed. Code 49540-49546: Child care food program
Ed. Code 49570: National School Lunch program
Ed. Code 56244: Staff development funding
Ed. Code 8200-8209: General provisions for child care and development services
Ed. Code 8200-8499.10: Child Care and Development Services Act
Ed. Code 8210-8216: Resource and referral program
Ed. Code 8220-8226: Alternative payment program
Ed. Code 8230-8233: Migrant child care and development program

- Ed. Code 8235-8239: California state preschool program Ed. Code 8240-8244: General child care programs
- Ed. Code 8250-8252: Programs for children with special needs
- Ed. Code 8263: Eligibility and priorities for subsidized child development services
- Ed. Code 8263.3: Disenrollment of families due to reduced funding levels
- Ed. Code 8263.4: Enrollment of students ages 11-12 years
- Ed. Code 8273-8273.3: Fees
- Ed. Code 8278.3: Child Care Facilities Revolving Fund
- Ed. Code 8360-8370: Personnel qualifications
- Ed. Code 8400-8409: Contracts
- Ed. Code 8482-8484.65: After School Education and Safety Program
- Ed. Code 8484.7-8484.8: 21st Century community learning centers
- Ed. Code 8493-8498: Facilities
- Ed. Code 8499-8499.7: Local planning councils
- H&S Code 120325-120380: Immunization requirements
- H&S Code 1596.70-1596.895: California Child Day Care Act
- H&S Code 1596.90-1597.21: Day care centers

#### Federal

- 42 USC 1751-1769j: National School Lunch Program
- 42 USC 9831-9852: Head Start programs
- 42 USC 9858-9858q: Child care and development block grant
- 45 CFR 98.2-98.93: Child care and development fund
- 7 CFR 210.1-210.31: National School Lunch Program

#### Management Resources

California Department of Education Publication: Keeping Children Healthy in California's Child Care Environments: Recommendations to Improve Nutrition and Increase Physical Activity, 2010 California Department of Education Publication: Uniform Complaint Procedures, 2014

Students BP 5148 (d)

#### CHILD CARE AND DEVELOPMENT

California Department of Education Publication: 12-07 Disenrollment due to Maximum Reimbursable Amount Reduction, Management Bulletin, July 2012

California Department of Education Publication: 14-03a Revised Child Care and Development Fee

Schedule, Management Bulletin, September 2014

Court Decision: CBS Inc. v. The Superior Court of Los Angeles County, State Department of Social

Services, (2001) 91 Cal.App.4th 892

Website: California Association for the Education of Young Children Website: California Child Development Administrators Association

Website: California Department of Education, Early Education and Support Division Website: California Department of Education, Early Education Management Bulletins

Website: California Department of Social Services, Licensing Information

Website: California Head Start Association Website: California School-Age Consortium

Website: National Association for the Education of Young Children

Website: Commission on Teacher Credentialing

Website: CSBA

Website: U.S. Department of Education

Policy Adopted: 11/10/21 03/09/2022 ORCUTT UNION SCHOOL DISTRICT

Orcutt, California

### **Joseph Dana**

### **Assistant Superintendent of Educational Services**



February 23, 2022

To: Dr. Holly Edds, District Superintendent

From: Joe Dana

Re: Revision to Board Policy 5148.2

### Background

As per guidance from the California School Boards Association, we are submitting a revision to Board Policy 5148.2 on before/after school programs to reflect a new law, AB 130 (2021), that does the following:

- (1) Establishes the Expanded Learning Opportunities (ELO) Program;
- (2) Allocates ELO funding to districts under a formula based on a district's percentage of unduplicated students and average daily attendance;
- (3) Requires districts receiving funds to, for the 2021-2022 school year, offer access to ELO programs to all unduplicated students in grades TK-6 and to provide access to such programs to at least 50 percent of enrolled unduplicated students;
- (4) Requires districts receiving funds to, commencing in the 2022-2023 school year, offer access to all students in grades TK-6 inclusive and ensure that access is provided to any student whose parent/guardian requests their placement in an ELO program; and
- (5) Requires After School Education and Safety (ASES), 21<sup>st</sup> Century Community Learning Center, and ELO programs that charge family fees to schedule fees on a sliding scale that considers family income and ability to pay and to waive the cost of such fees for a student who qualifies as a low-income student.

The Orcutt Union School District currently is working on plans for a district ELO Program to be implemented in 2022-2023.

#### Recommendation

Staff recommends that the Board of Trustees approve the revised Board Policy 5148.2.

### **Fiscal Impact**

While amounts have yet to be determined, the district will be receiving a significant allocation from the state to operate an ELO Program. The program will include the ASES Program already operating at Olga Reed School.

**Students** BP 5148.2 (a)

#### BEFORE/AFTER SCHOOL PROGRAMS

The Board of Trustees Governing Board desires to provide before-school and/or after-school enrichmentprograms that support the regular education program in a supervised environment. In order to increase academic achievement of participating students, the content of such programs shall be coordinated with the district's vision and goals for student learning, local control and accountability plan, its curriculum, and academic standards.

(cf. 0000 - Mission)
(cf. 0200 - Core Values for the School District)
(cf. 0460 - Local Control and Accountability
Plan)(cf. 5148 - Child Care and Development)
(cf. 6011 - Academic Standards)
(cf. 6176 - Weekend/Saturday
Classes) (cf. 6177 - Summer
Learning Programs)(cf. 6179 Supplemental Instruction)

The district's program shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5, 46120)

To the extent feasible, the district shall give priority to establishing before-school and/or after-school programs in low-performing schools and/or programs that serve low-income and other at-risk students.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)(cf. 6020 - Parent Involvement)

Any program to be established shall be approved by the Board and the principal of eachparticipating school. (Education Code 8421, 8482.3)

Any After School Education and Safety Program (ASES), 21st Century Community Learning Center Program (21st CCLC), 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs), or other program to be established pursuant to Education Code 8421, 8482.3 or 8484.75 shall be approved by the Board and the principal of each participating school.

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's before-school and/or after-school program possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities.

(cf. 1240 - Volunteer

**Students** BP 5148.2 (b)

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Assistance)(cf. 4131 – Staff
Development)
(cf. 4222 – Teacher
Aides/Paraprofessionals)(cf. 4231 – Staff
Development)
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The Each program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, the each program may include support services that reinforce the educational component and promote student health and well-being.

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(cf. 0450 - Comprehensive Safety Plan)
(cf. 3550 - Food Service/Child Nutrition
Program)(cf. 5030 - Student Wellness)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 6142.7 - Physical Education and Activity)
```

Schools that are eligible for state or grant funding to provide after school programs shallfollow the grant guidelines which may include no fees for participation in the program.

A fee for participation in before/after school childcare programs may be charged to participating families based on the actual cost of services. The fee may be waived or subsidized based on economic disadvantage or other critical needs in accordance with Education Code 8263 and 8350.

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(cf. 3260 - Fees and Charges)
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In regard to the After School Education and Safety program and/or 21st Century Community Learning Center program, no fee shall be charged for a student identified as a homeless or foster youth. (Education Code 8482.6)

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(cf. 3260 – Fees and Charges)
(cf. 3553 – Free and Reduced Price Meals)
(cf. 6173 – Education for Homeless
Children)(cf. 6173.1 – Education for
Foster Youth)
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The Board and the Superintendent or designee shall monitor student participation rates in ASES or 21<sup>st</sup> CCLC programs and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

No fee shall be charged for participation in the program.

**Students** BP 5148.2 (c)

However, for an ASSETs program, a family fee shall be waived or reduced for families with students who are eligible for free or reduced-price meals. (Education Code 8422)

For ASES, 21st CCLC, and/or Expanded Learning Opportunities programs, no fee shall be charged for a student who is eligible for free or reduced-price meals, or a student whom the district knows is a homeless youth or in foster care. In addition, family fees shall be calculated on a sliding scale that considers family income and ability to pay. (Education Code 8482.6, 46120)

Eligible students who are 11 or 12 years of age shall be placed in a before-school or after-school program, if and when available, rather than subsidized child care and development services. During the time that the before-school or after-school program does not operate, such students may be provided the option of enrolling in child care and development services in accordance with the enrollment priorities established in AR 5148 - Child Care and Development. (Welfare and Institutions Code 10273)

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

Every three years, the Superintendent or designee shall review the after-school program plan, including, but not limited to, program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years.

**Legal Reference: EDUCATION CODE** 8263 Eligibility and priorities for subsidized child development services 8273.1 Family fees, exemptions 8350 8359.1 Programs for CalWORKS recipients 8360 8370 Personnel qualifications 8420 8428 21st Century After School Program for Teens 8482 8484.6 After School Education and Safety Program8484.7-8484.9 21st Century Community Learning Centers 8490-8490.7 Distinguished After School Health Recognition Program 17264 New construction; accommodation of before and after school programs35021.3 After-school physical recreation instructors 45125 Criminal record check 45330 Paraprofessionals; instructional aides 45340 45349 Paraprofessionals; instructional aides 49024 Criminal background check; Activity Supervisor Clearance Certificate 49430 49436 Nutrition standards 49540 49546 Child Care Food Program49553 Free or reduced price meals 60851.1 Suspension of high school exit examination 69530 69547.9 Cal Grant program **UNITED STATES CODE, TITLE 20** 6311 State plans 6314 Title I school wide programs 7171 7176 21st Century community learning centers **UNITED STATES CODE, TITLE 42** 1766-1766a Child and Adult Care Food Program 11434a

BP 5148.2 (d)

**Students** Education for homeless children and youthsCODE OF FEDERAL REGULATIONS, TITLE 7 226.17 Child care center nutrition standards **Management Resources:** Quality Program Improvement Plan for Expanded Learning Programs in California 2016-17, November Request for Application for Programs Proposing to Serve High School Students, September 2016 21st Century Community Learning Centers (21st CCLC) FAQs Elementary/MiddleSchool Programs, September 2016 A Crosswalk Between the Quality Standards for Expanded Learning and ProgramQuality Assessment Tools, 2014 Quality Standards for Expanded Learning in California: Creating and Implementing aShared Vision of Ouality, 2014 21st Century High School After School Safety and Enrichment for Teens ProgramFrequently Asked Questions, March 2012 California After School Physical Activity Guidelines, 2009 21st Century Community Learning Centers, Nonregulatory Guidance, February 2003WEB SITES CSBA: http://www.csba.org California Department of Education, Before and After School: http://www.cde.ca.gov/ls/ba California Healthy Kids Survey: https://chks.wested.org California School Age Consortium: http://calsac.org Commission on Teacher Credentialing: http://www.ctc.ca.gov Partnership for Children and Youth: http://partnerforchildren.org U.S. Department of Agriculture: http://www.fns.usda.gov/end/care/afterschool.htm U.S. Department of Education: http://www.ed.gov State Ed. Code 17260-17268: Plans and specifications for school facilities Ed. Code 35021.3: After-school physical recreation instructors Ed. Code 45125: Criminal record check Ed. Code 45330: Paraprofessionals; instructional aides Ed. Code 45340-45349: Paraprofessionals; instructional aides Ed. Code 49024: Activity Supervisor Clearance Certificate Ed. Code 49430-49434: Nutrition standards Ed. Code 49540-49546: Child care food program Ed. Code 49553: Free or reduced-price meals Ed. Code 69430-69460: Cal Grant program Ed. Code 8263: Eligibility and priorities for subsidized child development services Ed. Code 8263.4: Enrollment of students ages 11-12 years Ed. Code 8273.1: Family fees, exemptions Ed. Code 8350-8359.1: Programs for CalWORKS recipients Ed. Code 8360-8370: Personnel qualifications Ed. Code 8420-8428: 21st Century After-School Program for Teens Ed. Code 8482-8484.65: After School Education and Safety Program Ed. Code 8484.7-8484.9: 21st Century Community Learning Centers Ed. Code 8490-8490.7: Distinguished After School Health Recognition Program **Federal** 20 USC 6311: State plan 20 USC 6314: Title I schoolwide program

20 USC 7171-7176: 21st Century Community Learning Centers 42 USC 11434a: Education for homeless children and youths 42 USC 1766-1766a: Child and Adult Care Food Program 7 CFR 226.17: Child care center nutrition standards

**Students** BP 5148.2 (e)

Management Resources

California Department of Education Publication: 21st Century Community Learning Centers (21st CCLC) FAQs

Elementary/Middle School Programs, September 2016

California Department of Education Publication: 21st Century High School After School Safety and Enrichment

for Teens Program Frequently Asked Questions, March 2012

California Department of Education Publication: A Crosswalk Between the Quality Standards for Expanded

Learning and Program Quality Assessment Tools, 2014

California Department of Education Publication: California After School Physical Activity Guidelines, 2009 California Department of Education Publication: Quality Program Improvement Plan for Expanded Learning

Programs in California 2016-17, November 2016

California Department of Education Publication: Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014

California Department of Education Publication: Request for Application for Programs Proposing to Serve High School Students, September 2016

U.S. Department of Education Publication: 21st Century Community Learning Centers, Nonregulatory Guidance, February 2003

Website: California Department of Education, Before and After School

Website: U.S. Department of Agriculture
Website: California School-Age Consortium
Website: Partnership for Children and Youth
Website: California Healthy Kids Survey
Website: Commission on Teacher Credentialing

Website: CSBA

Website: U.S. Department of Education

Policy Adopted: 08/09/17 03/09/2022 ORCUTT UNION SCHOOL DISTRICT Orcutt, California

### **Joseph Dana**

### **Assistant Superintendent of Educational Services**



February 23, 2022

To: Dr. Holly Edds, District Superintendent

From: Joe Dana

Re: Revision to Board Policy 5148.3

### Background

As per guidance from the California School Boards Association, we are submitting a revision to Board Policy 5148.3 on preschool/early childhood education to reflect a new law, AB 131 (2021), that amends and renumbers the statutes governing the California State Preschool Program (CSPP) within the California Education Code. The policy also reflects a new law, AB 130 (2021), that does the following:

- (1) Revises the timespans for mandatory transitional kindergarten (TK) admittance requirements to be phased in starting in the 2022-2023 school year and leading up to full implementation in 2025-2026;
- (2) Creates a grant program for the construction or modernization of new preschool classrooms pursuant to the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program;
- (3) Requires (in combination with new state guidance), as a condition of funding, that a CSPP program that is physically closed by local or state public health order or guidance due to the COVID-19 pandemic, but funded to be operational, provide distance learning services as specified by the California Department of Education;
- (4) Requires districts receiving grants through the California Prekindergarten Planning and Implementation Grant Program to develop a plan for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten; and
- (5) Prohibits TK eligibility from impacting family eligibility for a preschool or childcare program.

The policy has been updated to reflect that a CSPP program may be a part-day or full-day program and that a child under four years of age must be served in a CSPP facility licensed in accordance with Title 22 of the California Code of Regulations.

Additionally, the policy has been updated to reflect a new law, AB 1363 (2021), that requires the quality indicators of CSPP programs to include activities and services that meet the needs of dual language learners for support in the development of their home language and English.

#### Recommendation

Staff recommends that the Board of Trustees approve the revised Board Policy 5148.3.

### **Fiscal Impact**

The expansion of the age eligibility window for transitional kindergarten will bring the district additional enrollment as well as additional funding obligations in the years to come.

The Orcutt Early Learning Center, a CSPP operated by the district, currently serves some students who in future years will be eligible for transitional kindergarten. The Center likely will need to adjust its age range in order to maintain its current enrollment level of 48 students.

**Students** BP 5148.3 (a)

#### PRESCHOOL/EARLY CHILDHOOD EDUCATION

The Board of Trustees Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development, knowledge, skills, abilities and attributes necessary for a successful transition into the elementary education program. The Board desires to provide ehildren ages 3-4 years' access to developmentally appropriate activities in a safe, adequately supervised, and cognitively rich environment. a supervised and cognitively rich environment designed to facilitate the transition to kindergarten for three- and four-year-old children.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or community-wide plan to increase children's access to high-quality preschool programs.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 5148 - Child Care and Development)

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

#### **District Preschool Programs**

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

The Board shall approve for the district's preschool program a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

(cf. 6171 - Title I Programs)

#### PRESCHOOL/EARLY CHILDHOOD EDUCATION

Preschool classrooms shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available throughpartnering organizations or agencies.

(cf. 1330.1 - Joint Use Agreements)(cf. 7110 - Facilities Master Plan) (cf. 7210 - Facilities Financing)

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

(cf. 5020 - Parent Rights and Responsibilities)(cf. 6020 - Parent Involvement)

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

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(cf. 6011 - Academic Standards)
(cf. 6170.1 - Transitional Kindergarten)
```

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program. (Education Code 8205, 48000)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by the California Department of Education CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The district's preschool program shall include activities and services that meet the needs of dual language learners for support in the development of their home language and English. (Education Code 8203)

The district's preschool program shall provide appropriate services to support the needs of atrisk children.

```
(cf. 0415 - Equity)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
```

**Students** BP 5148.3 (c)

#### PRESCHOOL/EARLY CHILDHOOD EDUCATION

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

```
(cf. 3550 - Food Services/Child Nutrition Program)(cf. 5030 - Student Wellness)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)(cf. 5141.6 - School Health Services)
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The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

```
(cf. 1240 - Volunteer Assistance)
```

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

```
(cf. 4112.2 - Certification)
(cf. 4112.4/4212.4/4312.4 - Health Examinations) (cf. 4112.5/4212.5/4312.5 - Criminal Record Check)(cf. 4131 - Staff Development)
(cf. 4222 - Teacher Aides/Paraprofessionals)(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
```

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's part-day preschool program is offered.

**Students** BP 5148.3 (c)

#### PRESCHOOL/EARLY CHILDHOOD EDUCATION

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8281.5)

When a district CSPP program is physically closed by local or state public health order due to the COVID-19 pandemic, the district shall provide distance learning to preschool children when required to do so as a condition of funding or when required by law.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The district's Williams uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable healthor safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8235.5; 5 CCR 4610, 4611)

### (cf. 1312.4 - Williams Uniform Complaint Procedures)

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

(cf. 0500 - Accountability)

**Legal Reference:** 

**EDUCATION CODE** 

8200 8499.10 Child Care and Development Services Act, especially: 8200 8209

General provisions for child care and development services 8230 8233 Migrant

child care and development program

8235 8239.1 California State Preschool Program

8240 8244 General child care and development programs8250

8252 Programs for children with special needs

8263 Eligibility and priorities for subsidized child development services 8263.3

Disenrollment of families due to reduced funding levels

8264.8 Center based child care programs, staffing ratios8273.1

Family fees

8360-8370 Personnel qualifications

8400 8409 Contracts

8493-8498 Facilities

8499.3 8499.7 Local child care and development planning councils44065

Interchange between certificated and classified positions 44256 Credential

types

48000 Transitional kindergarten

48985 Notification, primary language other than English

**HEALTH AND SAFETY CODE** 

1596.70 1596.895 California Child Day Care Act

1596.90 1597.21 Day care centers

**Students** BP 5148.3 (c)

#### PRESCHOOL/EARLY CHILDHOOD EDUCATION

120325 120380 Immunization requirements

**CODE OF REGULATIONS, TITLE 5** 

4600-4670 Uniform complaint procedures

4690 4694 Health and safety complaints in license exempt preschool programs 18000 1843

Child care and development programs, especially:

18130 18136 California State Preschool Program18295

Waiver of qualifications for site supervisor

80105 80125 Permits authorizing service in child development programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act6311-

6322 Title I, relative to preschool

6371-6376 Early Reading First

6381 6381k Even Start family literacy programs6391 6399 Education of migratory children UNITED STATES

CODE, TITLE 42

9831 9852c Head Start programs

9858-9858r Child Care and Development Block GrantCODE

OF FEDERAL REGULATIONS, TITLE 45

1301 1310 Head Start

**Management Resources:** 

**CSBA** 

**PUBLICATIONS** 

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May2016?

CALIFORNIA DEPARTMENT OF EDUCATION

**PUBLICATIONS?** California Preschool Learning Foundations

Dream Big for Our Youngest Children: Final Report of the California Early LearningQuality

**Improvement System Advisory Committee, 2010** 

Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2<sup>nd</sup> ed. 2009

Prekindergarten Learning Development Guidelines, 2000First

Class: A Guide for Early Primary Education, 1999

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016Good Start,

Grow Smart, April 2002

**WEB SITES** 

CSBA: http://www.csba.org

California Association for the Education of Young Children: http://www.caeyc.orgCalifornia Children and Families Commission: http://www.cefc.ca.gov

California County Superintendents Educational Services Association: http://www.ccsesa.org

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

California Head Start Association: http://caheadstart.org

California Preschool Instructional Network: http://www.cpin.us

Child Development Policy Institute: http://www.cdpi.net

Cities, Counties, and Schools Partnership: http://www.ccspartnership.orgFirst 5

Association of California: http://www.cefc.ca.gov

National Institute for Early Education Research:

http://nieer.org U.S. Department of Education:

http://www.ed.gov

State

22 CCR 101151-101239.2: General requirements licensed child care centers

22 CCR 101212-101231: Continuing requirements

22 CCR 101237-101239.2: Facilities and equipment

5 CCR 18000-18434: Child care and development programs

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5 CCR 18130-18136: California State Preschool Program
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5 CCR 18295: Waiver of qualifications for site supervisor

5 CCR 4600-4670: Uniform complaint procedures

5 CCR 4690-4694: Complaints regarding health and safety issues in license-exempt preschool programs

5 CCR 80105-80125: Commission on Teacher Credentialing, child care and development permits

Ed. Code 44065: Interchange between certificated and classified positions

Ed. Code 44256: Credential types

Ed. Code 48000: Transitional kindergarten

Ed. Code 48985: Notification, primary language other than English

Ed. Code 8200-8209: General provisions for child care and development services

Ed. Code 8200-8499.10: Child Care and Development Services Act

Ed. Code 8230-8233: Migrant child care and development program

Ed. Code 8235-8239.1: California State Preschool Program

Ed. Code 8240-8244: General child care and development programs

Ed. Code 8250-8252: Programs for children with special needs

Ed. Code 8263: Eligibility and priorities for subsidized child development services

Ed. Code 8263.3: Disenrollment of families due to reduced funding levels

Ed. Code 8264.8: Center-based child care programs, staffing ratios

Ed. Code 8273.1: Family fees

Ed. Code 8360-8370: Personnel qualifications

Ed. Code 8400-8409: Contracts, administrative appeal procedure

Ed. Code 8493-8498: Facilities, capital outlay

Ed. Code 8499.3-8499.7: Local child care and development planning councils

H&S Code 120325-120380: Immunization requirements

H&S Code 1596.70-1596.895: California Child Day Care Act

H&S Code 1596.90-1597.21: Day care centers

Federal

20 USC 1400-1482: Individuals with Disabilities Education Act

20 USC 6311-6322: Title I, relative to preschool

20 USC 6371-6376: Early Reading First

20 USC 6381-6381k: Even Start Family Literacy Program

20 USC 6391-6399: Education of migratory children

42 USC 9831-9852c: Head Start programs

42 USC 9857-9858r: Child Care and Development Block Grant

45 CFR 1301.1-1305.2: Head Start

Management Resources

California Department of Education Publication: Prekindergarten Learning Development Guidelines, 2000

California Department of Education Publication: Preschool English Learners: Principles and Practices to Promote

Language, Literacy, and Learning, 2nd ed., 2009

California Department of Education Publication: First Class: A Guide for Early Primary Education, 1999

California Department of Education Publication: Dream Big for Our Youngest Children: Final Report of the

California Early Learning Quality Improvement System Advisory Committee, 2010

California Department of Education Publication: California Preschool Learning Foundations

CSBA Publication What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016

U.S. Department of Education Publication: Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016

U.S. Department of Education Publication: Good Start, Grow Smart, April 2002

Website: National Institute for Early Education Research

Website: California Association for the Education of Young Children

Website: California Head Start Association

Website: California Preschool Instructional Network

Website: Child Development Policy Institute

Website: First 5 California

Website: California County Superintendents Educational Services Association

Website: Cities, Counties and Schools Partnership

Website: CSBA

Website: California Department of Education Website: U.S. Department of Education

Policy Adopted: 03/10/21 03/09/2022 ORCUTT UNION SCHOOL DISTRICT

Orcutt, California

## **Joseph Dana**

### **Assistant Superintendent of Educational Services**



February 23, 2022

To: Dr. Holly Edds, District Superintendent

From: Joe Dana

Re: Revision to Board Policy 6112

### Background

As per guidance from the California School Boards Association, we are submitting a revision to Board Policy 6112 on the school day. The policy has been updated to reflect clarification in the California Department of Education's Frequently Asked Questions About Independent Study that minimum school day requirements for regular school attendance also apply to traditional independent study programs such as our own Orcutt School for Independent Study.

#### Recommendation

Staff recommends that the Board of Trustees approve the revised Board Policy 6112.

### Fiscal Impact

None.

**Instruction** BP 6112 (a)

#### SCHOOL DAY

The Board of Trustees Governing Board shall fix the length of the school day subject to the provisions of law. in accordance with law. (Education Code 46100)

(cf. 6111 - School Calendar)

The length of the school day shall apply equally to students with disabilities unless otherwise specified in the student's individualized education program or Section 504 plan.

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

In establishing the daily instructional schedule for each secondary school, the Superintendent or designee shall give consideration to course requirements and curricular demands, availability of school facilities, and applicable legal requirements.

At each school, the length of the school day shall be the same for all students, except as otherwise permitted by law. For any student with a disability, the length of the school day shall be as specified in the student's Individualized Education Program (IEP) or Section 504 plan.

The daily schedule for elementary schools shall include at least one period of recess of at least 20 minutes, during which students shall be provided supervised opportunities to engage in unstructured physical activity.

In establishing the daily instructional schedule for each secondary school, the Superintendent or designee shall give consideration to course requirements and curricular demands, availability of school facilities, and applicable legal requirements.

The Board encourages flexibility in scheduling so as to provide longer time blocks or class periods when appropriate and desirable to support student learning, provide more intensive study of core academic subjects or extended exploration of complex topics, and reduce transition time between classes.

(cf. 4131 - Staff

#### Development)

Prior to implementing a block or alternative schedule that will allow secondary students to attend school for fewer school days than the total number of school days for which the school is in session, the Board shall consult in good faith, in an effort to reach agreement with the certificated and classified employees of the school, parents/guardians of the students who would be affected by the change, and the community at large. Such consultation shall include at least one public hearing for which the Board shall give adequate notice to the employees and to the parents/guardians of affected students. (Education Code 46162)

Legal Reference:

**EDUCATION CODE** 

8970 8974 Early primary program, including extended day kindergarten 37202 Equal time in all schools

37670 Year round schools

**Instruction** BP 6112 (b)

46010 Total days of attendance 46100 Length of school day 46110-46119 Kindergarten and elementary schools (day of attendance) 46140 46147 Junior high school and high school (day of attendance) 46160 46162 Alternative schedule junior high and high school 46200 46206 Incentives for longer instructional day and year 48200 Compulsory attendance for minimum school day 48800 48802 Concurrent enrollment in community college 51222 - Physical education, instructional minutes 51760-51769.5 Work experience education 52326 Minimum school day for regional occupational center and programs **Management Resources:** NATIONAL ASSOCIATION FOR SPORT AND PHYSICAL EDUCATION POSITIONSTATEMENTS Recess for Elementary School Students, 2006 STATE BOARD OF EDUCATION POLICY STATEMENTS 99 03 Physical Education (PE) Requirements for Block Schedules, July 2006 **U.S. DEPARTMENT OF EDUCATION PUBLICATIONS** Extending Learning Time for Disadvantaged Students, August 1995 **WEST ED PUBLICATIONS** Full Day Kindergarten: Expanding Learning Opportunities, Policy Brief, April 2005 WEB California Department of Education: http://www.cde.ca.gov National Association for Sport and Physical Education: http://www.aahperd.org/naspeState Board of Education: http://www.cde.ca.gov/re/lr/wr/waiverpolicies.asp U.S. Department of Education: http://www.ed.gov WestEd: http://www.wested.org Ed. Code 37202: Equal time in all schools Ed. Code 37670: Year-round schools Ed. Code 46010: Total days of attendance Ed. Code 46100: Length of school day Ed. Code 46110-46119: Attendance in kindergarten and elementary schools Ed. Code 46140-46147: Attendance in junior high and high schools Ed. Code 46160-46162: Alternative schedule - junior high and high school Ed. Code 46170: Continuation schools, minimum day Ed. Code 46180: Opportunity schools, minimum day Ed. Code 46190-46192: Adult education classes, day of attendance Ed. Code 46200-46206: Minimum instructional time Ed. Code 48200: Minimum school day Ed. Code 48663: Community day school, minimum school day Ed. Code 48800-48802: Concurrent enrollment in community college Ed. Code 51222: Physical education, instructional minutes Ed. Code 51760-51769.5: Work experience education Ed. Code 52325: Regional occupational center, minimum day Ed. Code 8970-8974: Early primary program, including extended-day kindergarten Management Resources: Description NASPE Position Statement: Recess for Elementary School Students, 2006 State Board of Education Policy Statement: 99-03 Physical Education (PE) Requirements for Block Schedules, July U.S. Department of Education Publication: Extending Learning Time for Disadvantaged Students, August 1995 Website: National Association for Sport and Physical Education

Website: State Board of Education

Website: WestEd

Website: U.S. Department of Education Website: California Department of Education **Instruction** BP 6112 (c)

WestEd Publication: Full-Day Kindergarten: Expanding Learning Opportunities, Policy Brief, April 2005

Policy Adopted: 09/11/13 03/09/2022 ORCUTT UNION SCHOOL DISTRICT

Orcutt, California

### **Joseph Dana**

### **Assistant Superintendent of Educational Services**



February 23, 2022

To: Dr. Holly Edds, District Superintendent

From: Joe Dana

Re: Revision to Board Policy 6143

### Background

As per guidance from the California School Boards Association, we are updating Board Policy 6143 on courses of study to do the following:

- Expand student characteristics for which districts may not provide any course separately or require or refuse participation
- Include that the district's course of study may provide for a rigorous academic curriculum that integrates academic and career skills, including applied learning across all disciplines, and prepares students for high school graduation and career entry
- Clarify that the a-g requirements for the University of California and California State University system entail 15 yearlong courses, or 30 semesters

### Recommendation

Staff recommends that the Board of Trustees approve the revised Board Policy 6143.

### **Fiscal Impact**

None.

**Instruction** BP 6143 (a)

#### **COURSES OF STUDY**

The Board of Trustees Governing Board recognizes that a well-aligned sequence of courses fosters academic growth and provides for the best possible use of instructional time. The district's course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful academically, professionally, and personally.

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(cf. 6011 — Academic Standards)
(cf. 6141 — Curriculum Development and Evaluation)
(cf. 6161.1 — Selection and Evaluation of Instructional Materials)
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The Superintendent or designee shall establish processes for ensuring the articulation of courses across grade levels within the district. As necessary, he/she the Superintendent or designee shall also-work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, only utilizes prerequisites that are essentialto success in a given program or course, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

The district shall not provide any course separately or require or refuse participation by any student on the basis of the student's actual or perceived sex, sexual orientation, gender, gender expression, gender identity, ethnic group identification, immigration status, race, ancestry, national origin, religion, color, or mental or physical disability or require or refuse participation by any of its students on any such basis. (5 CCR 4940) any other characteristic listed in Education Code 200 and 220, Government Code 11135, or Penal Code 422.55, or the student's association with a person or group with one or more of such actual or perceived characteristics. (Education Code 200, 220; Government Code 11135; Penal Code 422.55; 5 CCR 4940)

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(cf. 0415 - Equity)
(cf. 5145.3 - Nondiscrimination/Harassment)
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#### **Elementary Grades**

The Board shall adopt a course of study for elementary grades that sufficiently preparesstudents for the secondary school course of study.

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

#### **Secondary Grades**

The district shall offer all otherwise qualified students in grades 7-12 a course of study that prepares them, upon graduation from high school, to meet the requirements and prerequisites for admission to California public colleges and universities and to attain entry-level employment skills in business or industry. (Education Code 51228) The district's course of study may provide for a rigorous academic curriculum that integrates academic and career skills, includes applied learning across all disciplines, and prepares all students for high school graduation and career entry. (Education Code 51228)

**Instruction** BP 6143 (b)

In addition, the course of study students in grades 9-12 shall include instruction in skills and knowledge for adult life, career technical training, and a timely opportunity for all otherwise qualified students to enroll, within four years before graduation, in each course necessary to fulfill the requirements and prerequisites for admission to California public colleges and universities. (Education Code 51224, 51228)

The Superintendent or designee shall develop a process by which courses that meet college admission criteria (referred to as "a-g" course requirements) are submitted to the University of California (UC) for review and certification. He/she The Superintendent or designee shall maintain an accurate list of all current high school courses that have been so certified, shall ensure that the list is provided annually to all students in grades 9-12 and their parents/guardians, and shall make updated lists readily available. (Education Code 51229, 66204)

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

(cf. 6141.5 - Advanced Placement)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6178 - Career Technical Education)

#### **Legal Reference:**

#### **EDUCATION CODE**

33319.3 Driver education; CDE materials on road rage

33540 Government and civics instruction in interaction with government agencies

48980 Parental notifications

51202 Instruction in personal and public health and safety

51203 Instruction on alcohol, narcotics and restricted dangerous drugs

51204 Course of study designed for student's needs

51204.5 Social science instruction, history of California; contributions of various groups51210-51212 Course of study for grades 1-6

51220 51229 Course of study for grades 7-12

51241 Exemption from physical education

51911 51921 Comprehensive health education

51930 51939 Comprehensive sexual health and HIV/AIDS prevention instruction

51940 Curriculum for brain and spinal cord injury prevention

60040 60052 Requirements for instructional materials

66204 Certification of high school courses as meeting university admission criteria

#### **HEALTH AND SAFETY CODE**

11032 Definition of dangerous drugs

**CODE OF REGULATIONS, TITLE 5** 

4940 Nondiscrimination: course access

10020-10043 Automobile driver education and training

10060 Physical education program

**UNITED STATES CODE, TITLE 20** 

6111 6251 School to Work Opportunities Act of 1994

**Management Resources:** 

**WEB SITES** 

CSBA: http://www.csba.org

American Health Association: http://www.heart.org

American Red Cross, Hands Only CPR: http://www.redcross.org/take-a-class

California Career Resource Network: http://www.californiacareers.info

California Colleges.edu: http://www.californiacolleges.edu California

Department of Education: http://www.cde.ca.govCalifornia State

**University Admission Requirements:** 

**Instruction** BP 6143 (c)

http://www.csumentor.edu/planning/highschool

University of California, a g Course Submissions: http://hs-articulation.ucop.edu/guide/update your a g-list/submitting-courses

University of California, List of approved a g Courses: http://hs articulation.ucop.edu/agcourselist

#### State

5 CCR 10020-10043: Automobile driver education and training

5 CCR 10060: Criteria for high school physical education programs

5 CCR 4940: Nondiscrimination; course access

Ed. Code 33319.3: Driver education; CDE materials on road rage

Ed. Code 33540: Standards for government and civics instruction

Ed. Code 48980: Parental notifications

Ed. Code 51202: Instruction in personal and public health and safety

Ed. Code 51203: Instruction on alcohol, narcotics and dangerous drugs

Ed. Code 51204: Course of study designed for student's needs

Ed. Code 51204.5: History of California; contributions of men, women, and ethnic groups

Ed. Code 51210-51212: Course of study for grades 1-6

Ed. Code 51220-51229: Course of study for grades 7-12

Ed. Code 51241: Temporary, two-year or permanent exemption from physical education

Ed. Code 51911-51921: Comprehensive health education

Ed. Code 51930-51939: California Healthy Youth Act

Ed. Code 51940: Curriculum for brain and spinal cord injury prevention

Ed. Code 60040-60052: Requirements for instructional materials

Ed. Code 66204: Certification of high school courses as meeting university admission criteria

H&S Code 11032: Definition of dangerous drugs

**Federal** 

20 USC 6111-6251: School-to-Work Opportunities Act of 1994

Management Resources

Website: American Health Association

Website: American Red Cross, Hands-Only CPR Website: California Career Resource Network

Website: California State University, Admission Requirements Website: University of California, a-g Course Submissions Website: University of California, List of Approved a-g Courses

Website: California Colleges.edu

Website: California Department of Education

Website: CSBA

Policy Adopted: 02/12/20 03/09/2022 ORCUTT UNION SCHOOL DISTRICT Orcutt, California

### **Joseph Dana**

### **Assistant Superintendent of Educational Services**



February 23, 2022

To: Dr. Holly Edds, District Superintendent

From: Joe Dana

Re: Revision to Board Policy 6158

### Background

As per guidance from the California School Boards Association, we are updating Board Policy 6158 on independent study to reflect a new law, AB 167 (2021), that relaxes certain independent study requirements with respect to any student who is unable to attend in-person instruction due to a quarantine or school closure during the 2021-2022 school year. The revision also incorporates California Department of Education program clarifications, including that a school district is permitted to:

- (1) Require students who cannot participate in classroom-based instruction during the school year due to quarantine or school closure because of infection with or exposure to COVID-19 to participate in independent study;
- (2) Claim apportionment credit for such students' participation in independent study for fewer than the minimum three consecutive days generally required for independent study; and
- (3) Obtain a signed written agreement from each participating student not later than 30 days after independent study begins, rather than before a student may participate in independent study.

### Recommendation

Staff recommends that the Board of Trustees approve the revised Board Policy 6158.

### Fiscal Impact

None.

Instruction BP 6158 (a)

#### **Independent Study**

The Board of Trustees Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students 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.

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(cf. 0420.4 - Charter School Authorization)
(cf. 6181 - Alternative Schools/Programs of Choice)
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Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19, student participation in independent study shall be voluntary. (Education Code 51747, 51749.5, 51749.6)

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.

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

#### **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

**Instruction** BP 6158 (b)

assignment is made and when it is due, up to the termination 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.

### **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.

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)

With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, the minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747)

#### **General Independent Study Requirements**

For the 2021-2022 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 2022-2023 school year and thereafter, the Superintendent or designee may 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.

The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)

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. 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. However, in no event shall the due date of an assignment be extended beyond the termination date of the agreement.

Instruction BP 6158 (c)

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 of 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)

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 participating in an independent study program for 15 school days or more who: (Education Code 51747)

- 1. Are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
- 2. Are found to be not participatory pursuant to Section 51747.5 for more than the greater of three school days or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span
- 3. Are in violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

**Instruction** BP 6158 (d)

- 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 recording of a non-attendance day 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, 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, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, 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)

#### **Master Agreement**

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)

Instruction BP 6158 (e)

However, for the 2021-2022 school year only, the district shall obtain a signed written agreement from each student participating in an independent study program for any length of time, no later than 30 days after the first day of instruction in the independent study program.

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)

- 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 wor
- 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

  For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.
- 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

**Instruction** BP 6158 (f)

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 2021-2022 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 student, no later than 30 days after the first day of instruction in the independent study program or October 15, whichever date comes later.

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**

If the district elects to establish a course-based independent study program for students in grades K-12, it 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 throughout the school year, for students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous 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.

**Instruction** BP 6158 (g)

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.

Examinations shall be administered by a proctor.

- 6. 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.
- 7. A student shall not be required to enroll in courses included in the course-based independent study program.

**Instruction** BP 6158 (h)

8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

- 9. 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.
- 10. 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.
- 11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.
- 12. 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.
- 13. 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.
- 14. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
- 15. The district shall maintain a plan to transition any student whose family wishes to return to inperson 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 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 #3 of the Course-Based Independent Study section 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

**Instruction** BP 6158 (i)

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 Educational Program (IEP) 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.
- 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. For 2022-2023 school year and thereafter, before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, and by 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.

For the 2021-2022 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)

**Instruction** BP 6158 (j)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based 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)

Upon the request of a student's parent/guardian, and before signing a written agreement as described above, 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 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)

### Records

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

**Instruction** BP 6158 (k)

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 live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also 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)

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.

### **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 schools46200-46208 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

**Instruction** BP 6158 (1)

### **COURT DECISIONS**

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4<sup>th</sup> 1365

**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

WEB SITES

California Consortium for Independent Study: http://www.ccis.org

California Department of Education, Independent Study: http://www.cde.ca.gov/sp/eo/is Education Audit Appeals Panel: http://www.eaap.ca.gov

#### State

5 CCR 11700-11705: Independent study

Ed. Code 17289: Exemption for facilities

Ed. Code 41976.2: Independent study programs; adult education funding

Ed. Code 42238: Revenue limits

Ed. Code 42238.05: Local control funding formula; average daily attendance

Ed. Code 44865: Qualifications for home teachers

Ed. Code 46200-46208: Incentives for longer instructional day and year

Ed. Code 46300-46307.1: Methods of computing average daily attendance

Ed. Code 46390-46393: Emergency average daily attendance

Ed. Code 47612-47612.1: Charter School Operation

Ed. Code 47612.5: Charter schools operations, general requirements

Ed. Code 48204: Residency requirements for school attendance

Ed. Code 48206.3: Home or hospital instruction; students with temporary disabilities

Ed. Code 48220: Classes of children exempted

Ed. Code 48340: Improvement of pupil attendance

Ed. Code 48915: Expulsion; particular circumstances

Ed. Code 48916.1: Educational program requirements for expelled students

Ed. Code 48917: Suspension of expulsion order

Ed. Code 49011: Student fees

Ed. Code 51225.3: High school graduation

Ed. Code 51745: Independent study

Ed. Code 52522: Adult education alternative instructional delivery

Ed. Code 52523: Adult education as supplement to high school curriculum; criteria

Ed. Code 56026: Individual with exceptional needs

Ed. Code 58500-58512: Alternative schools and programs of choice

**Federal** 

20 USC 6301: Highly qualified teachers

Management Resources

California Department of Education Publication: California Digital Learning Integration and Standards Guidance, April 2021

California Department of Education Publication: Elements of Exemplary Independent Study

Court Decision: Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal. App. 4th 1365

Website: California Consortium for Independent Study

Website: California Department of Education, Independent Study

Website: Education Audit Appeals Panel

Policy Adopted: 09/09/15 03/09/2022 ORCUTT UNION SCHOOL DISTRICT

Orcutt, California

# **Joseph Dana**

## **Assistant Superintendent of Educational Services**



February 23, 2022

To: Dr. Holly Edds, District Superintendent

From: Joe Dana

Re: Revision to Board Policy 6170.1

# Background

As per guidance from the California School Boards Association, we are updating Board Policy 6170.1 on transitional kindergarten to reflect a new law, AB 130 (2021), that does the following:

- (1) Gradually revises the timespans for mandatory transitional kindergarten (TK) admittance such that, by the 2025-2026 school year, children who turn four by September 1 will be eligible for TK;
- (2) Establishes the California Prekindergarten Planning and Implementation Grant Program as an early learning intiative with the goal of expanding access to classroom-based prekindergarten programs at districts, and which requires districts to develop a plan for how all children in the attendance area of a district will have access to full-day learning programs the year before kindergarten;
- (3) Establishes the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program to provide one-time grants to school districts to construct new facilities or retrofit existing school facilities, including for the purpose of providing TK classrooms;
- (4) Prohibits TK eligibility from impacting family eligibility for a preschool or childcare program; and
- (5) Requires districts to maintain an average TK class enrollment of not more than 24 students for each school site and which, commencing with the 2022-2023 school year, requires districts to maintain an average of at least one adult for every 12 studetns for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 studetns commencing with the 2023-2024 school year.

The policy also is updated to reflect requirements for programs that commingle preschool-age and TK students.

### Recommendation

Staff recommends that the Board of Trustees approve the revised Board Policy 6170.1.

# **Fiscal Impact**



**Students** BP 6170.1 (a)

### **Transitional Kindergarten**

The Board of Trustees Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's transitional kindergarten TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

(cf. 1220 - Citizen Advisory Committees) (cf. 6020 Parent Involvement)

## **Eligibility**

The district's transitional kindergarten program shall admit children whose fifth birthday is from September 2 through December 2. as follows (Education Code 4800):

- 1. For the 2021-22 school year, children whose fifth birthday is between September 2 through December 2
- 2. For the 2022-23 school year, children whose fifth birthday is between September 2 and February 2
- 3. For the 2023-24 school year, children whose fifth birthday is between September 2 and April 2
- 4. For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2
- 5. For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or childcare program. (Education Code 48000).

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the transitional kindergarten TK program shall be voluntary.

On a case-by-case basis, a child whose fifth birthday is on or before September 1 may be admitted into the district's TK program upon request of a child's parents/guardians, if the Superintendent or designee determines that it is in the child's best interest.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after the date specified for admittance for the applicable year as described above, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

(cf. 5111 Admission)

**Students** BP 6170.1 (b)

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(cf. 5111.1 District Residency)
(cf. 5141.22 Infectious Diseases)
(cf. 5141.3 Health Examinations) (cf. 5141.31 Immunizations)
(cf. 5141.32 Health Screening for School Entry)
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### **Curriculum and Instruction**

The district's transitional kindergarten TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

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(cf. 6141 — Curriculum Development and Evaluation)
(cf. 6161.1 — Selection and Evaluation of Instructional Materials)
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The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

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(cf. 5148.3 Preschool/Early Childhood Education) (cf. 6011 Academic Standards) (cf. 6174 Education for English Language Learners)
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The Board shall establish the length(s) of the school day in the district's TK program, which shall be at least three hours but no more than four hours long except for TK students enrolled in expanded learning opportunity programs provided by the district pursuant to Education Code 46120. If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day kindergarten program either at the same or different school sites. TK programs may be maintained for different lengths of time either at the same or different school sites, as long as the school day is at least three hours but no more than four hours. The Superintendent or designee shall annually report to the California Department of Education CDE as to whether the district's TK programs are offered full day, part day, or both. (Education Code 37202, 46111, 46117, 48003)

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(cf. 6111 - School Calendar) (cf. 6112 - School Day)
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The Superintendent or designee shall develop a plan for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning offerings, the After School Education and Safety Program, the California State Preschool Program (CSPP), Head Start programs, and other community-based early learning and care programs. The Superintendent or designee shall present such plan for consideration by the Board at a public meeting on or before June 30, 2022. (Education Code 8281.5)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be placed in a classroom-commingled with 4-year-old students from a California State Preschool Program CSPP program as long as the classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten. (Education Code 8235, 48000)

**Students** BP 6170.1 (c)

commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000):

- 1. The classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten
- 2. An early childhood environment rating scale, as specified in 5 CCR 18281, is completed for the classroom
- 3. All children enrolled for 10 or more hours per week are evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272
- 4. The classroom is taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256
- 5. The classroom is in compliance with the adult-child ratio specified in Education Code 8241
- 6. Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program

The district shall maintain an average TK class enrollment of not more than 24 students for each school site. (Education Code 48000)

### **Staffing**

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

### (cf. 4112.2 - Certification)

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020 2023, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued

by the CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that transitional kindergarten TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children, including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners.

The district shall, commencing with the 2022-23 school year, maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain and average of at least one adult for every 10 students commencing with the 2023-24 school year. (Education Code 48000)

(cf. 4131 Staff Development) Continuation to Kindergarten

### **Continuation to Kindergarten**

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

**Students** BP 6170.1 (d)

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

### Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of transitional kindergarten TK students' development and progress. He/she The Superintendent or designee shall monitor and regularly report to the Board regarding program implementation, and the progress of students in meeting related academic standards, and student preparedness for future education.

(cf. 0500 Accountability) (cf. 6162.5 Student Assessment)

Legal Reference: EDUCATION CODE

8235 California State Preschool Program 8973 Extended

day kindergarten

37202 School calendar; equivalency of instructional minutes

44258.9 Assignment monitoring by county superintendent of schools 46111

Kindergarten, hours of attendance

46114 46119 Minimum school day, kindergarten

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

48000 Age of admission kindergarten and transitional kindergarten

48002 Evidence of minimum age required to enter kindergarten or first grade 48003 Kindergarten

annual report

48200 Compulsory education, starting at age six Management Resources:

**CSBA PUBLICATIONS** 

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016? CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 3, 2013 California

Preschool Learning Foundations, Vol. 3, 2012 California Preschool

Curriculum Framework, Vol. 2, 2011 California Preschool Learning

Foundations, Vol. 2, 2010 California Preschool Curriculum Framework, Vol. 2010

1,2010

California Preschool Learning Foundations, Vol. 1, 2008 WEB SITES

CSBA: http://www.csba.org

California Department of Education: <a href="http://www.cde.ca.gov">http://www.cde.ca.gov</a> California Kindergarten

Association: http://www.ckanet.org Commission on Teacher Credentialing:

http://www.etc.ca.gov Transitional Kindergarten California: http://www.tkealifornia.org

State

Ed. Code 37202: Equal time in all schools

**Students** BP 6170.1 (e)

Ed. Code 44258.9: County superintendent review of teacher assignment

Ed. Code 46111: Kindergarten, hours of attendance

Ed. Code 46114-46119: Minimum school day, kindergarten

Ed. Code 46300: Method of computing average daily attendance

Ed. Code 48000: Minimum age of admission for kindergarten; transitional kindergarten

Ed. Code 48002: Evidence of minimum age required to enter kindergarten or first grade

Ed. Code 48003: Kindergarten annual report

Ed. Code 48200: Compulsory attendance

Ed. Code 8235: California State Preschool Program

Ed. Code 8970-8974: Early primary program, including extended-day kindergarten

Ed. Code 8973: Extended-day kindergarten

Management Resources

California Department of Education Publication: California Preschool Curriculum Framework, Vol. 1, 2010 California Department of Education Publication: California Preschool Curriculum Framework, Vol. 2, 2011 California Department of Education Publication: California Preschool Curriculum Framework, Vol. 3, 2013 California Department of Education Publication: California Preschool Learning Foundations, Vol. 1, 2008

California Department of Education Publication: Desired Results Developmental Profile, 2015

California Department of Education Publication: Transitional Kindergarten FAQs

California Department of Education Publication: Transitional Kindergarten Implementation Guide: A Resource for

California Public School District Administrators and Teachers, 2013

California Department of Education Publication: California Preschool Learning Foundations, Vol. 2, 2010 California Department of Education Publication: California Preschool Learning Foundations, Vol. 3, 2012

CSBA Publication: What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016

Website: Transitional Kindergarten California Website: California Kindergarten Association Website: Commission on Teacher Credentialing

Website: CSBA

Website: California Department of Education

Policy Adopted: 12/12/18 03/09/2022 ORCUTT UNION SCHOOL DISTRICT Orcutt, California