

ORCUTT UNION SCHOOL DISTRICT

Regular Meeting of the Board of Trustees

Wednesday, August 10, 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 6:50 p.m.

I. OPEN SESSION 6:00 PM

A. Call Meeting to Order

B. Pledge of Allegiance

C. Adoption of August 10, 2022 Agenda

Moved _____ Second _____ Vote _____

D. Identify Closed Session Topics: the Board will adjourn to Closed Session to address the items listed under III. A-G below.

II. PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS

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 jurisdiction in accordance with the Brown Act. The Board will limit any response to public comments to brief statements, referral to staff, or referral to a future board meeting. The Board may limit comments to no more than 30 minutes pursuant to Board Policy.

A. Motion to Adjourn to Closed Session

Moved _____ Second _____ Vote _____

III. ADJOURN TO CLOSED SESSION

A. Conference with Legal Counsel Regarding Existing Litigation pursuant to California Government Code section 54956.9(d)(1): 3 Cases

B. Conference with Legal Counsel Regarding Anticipated Litigation.

1. Significant exposure to litigation pursuant to California Government Code, section 54956.9(2) or (3)

C. Conference with Labor Negotiator. Agency representative, Susan Salucci, Assistant Superintendent of Human Resources. Employee Organization: Orcutt Educators Association; California School Employees Association.

D. Conference with Labor Negotiator. Agency representative: 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. RECONVENE TO PUBLIC SESSION 6:50 PM

- A. Motion to Reconvene to Public Session
Moved _____ Second _____ Vote _____
- B. Report of Action Taken in Closed Session

V. COMMUNICATIONS/DISCUSSION/INFORMATION

- A. Reports and Presentation
 - 1. OAHS ASB Update
 - 2. Child Nutrition Update
 - 3. Summer School Update
- 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. Certificated Personnel Action Report
- C. Approval of June 16, 2022, 4 PM Special Board Meeting Minutes
- D. Approval of June 16, 2022, 6 PM Special Board Meeting Minutes
- E. Approval of August 1, 2022 5:30 PM Special Board Meeting Minutes
- F. Cooperative Purchasing Programs

- G. Olga Reed Classroom Modernization Project: Pre Con Industries Change Order #001
- H. Approval of Warrants
- I. Consolidated Application for Funding
- J. Williams Quarterly Report

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

Moved _____ Second _____ Vote _____

VIII. ITEMS SCHEDULED FOR ACTION

A. GENERAL

1. Governance Handbook

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

Moved _____ Second _____ Vote _____

2. Acceptance of Gift: 7-11 #13873, Ravi Chahal

It is recommended that the Board of Trustees accept the \$750 donation from 7-11 #13873, Ravi Chahal, to Pine Grove School for school improvements, as submitted.

Moved _____ Second _____ Vote _____

B. BUSINESS SERVICES

1. 45 Day Budget Revision

It is recommended that the Board of Trustees approve the 45 Day Budget Revision, as submitted.

Moved _____ Second _____ Vote _____

2. Piggyback Bid Authorization for the Purchase of an Integrated Camera System and Related Peripherals for the Elementary Schools

It is recommended that the Board of Trustees approve Piggyback Bid 19/20-01 IT for the Purchase of an Integrated Camera System and Related Peripherals for the Elementary Schools, as it is in the best interest of the district.

Moved _____ Second _____ Vote _____

3. Approval of the Project Budget for the Elementary Schools Integrated Camera System

It is recommended that the Board of Trustees approve the Project Budget for the Elementary Schools Integrated Camera System, as submitted.

Moved _____ Second _____ Vote _____

4. Resolution No. 3, Delegation of Authority and Authorized Signatures: District Personnel Approved to Release Commercial and Payroll Warrants
It is recommended that the Board of Trustees adopt Resolution No 3, Delegation of Authority and approved District Personnel to Authorize the Release of Commercial and Payroll Warrants, as submitted.
Moved _____ Second _____ Vote _____

5. Purchase of a Used District Vehicle
It is recommended that the Board of Trustees approve the purchase of used 2001 Ford F550 in the amount of \$30,317.16, as submitted.
Moved _____ Second _____ Vote _____

C. EDUCATIONAL SERVICES

1. **Information Only:**
Discussion regarding Board Policy 6161.1 Selection and Evaluation of Instructional Materials
2. Board Policy 6158 Independent Study
It is recommended that the Board of Trustees approve the revision to Board Policy 6158 Independent Study, as submitted.
Moved _____ Second _____ Vote _____

D. HUMAN RESOURCES

1. Variable Term Waiver for School Psychologist
It is recommended that the Board of Trustees approve the Variable Term Waiver for Tuba Abbasi in the area of School Psychologist grades TK-12th for the 2022-2023 School Year, as submitted.
Moved _____ Second _____ Vote _____
2. 2022-2023 Resolution No. 1 District Waiver of Credential Authorization
It is recommended that the Board of Trustees adopt Resolution No. 1 2022-2023 District Waiver of Credential Authorization, as submitted.
Moved _____ Second _____ Vote _____
3. 2022-2023 Resolution No. 2 Charter Waiver of Credential Authorization
It is recommended that the Board of Trustees adopt Resolution No. 2 2022-2023 Charter Waiver of Credential Authorization, as submitted.
Moved _____ Second _____ Vote _____
4. Cal Poly State University Supervised Fieldwork and Student Teaching Agreement
It is recommended that the Board of Trustees approve the Cal Poly State University Supervised Fieldwork and Student Teaching Agreement, as submitted.
Moved _____ Second _____ Vote _____

IX. GENERAL ANNOUNCEMENTS

- A. Unless otherwise noticed, the next regular Board meeting is scheduled for September 14, 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)

- A. Motion to Adjourn to Closed Session
Moved _____ Second _____ Vote _____
- B. Closed Session items described in Item III. above.43

XI. RECONVENE TO OPEN SESSION (If Needed)

- A. Motion to Reconvene to Open Session
Moved _____ Second _____ Vote _____
- B. Report of Action Taken in Closed Session

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

August 10, 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
Alfaro, Seth	Nightingale & Lakeview	Custodian, Night	17/2	8.0	\$3,357.00 per mo.	08/01/2022	New hire
Alford, Dana	Independent Study	Office Manager	22/6	8.0	\$26.53 per hr.	08/12/2022	Resignation
Andrade Vivero, Vanessa	Orcutt Academy K-8	Instructional Assistant, 1	12/5	6.0	\$19.74 per hr.	08/01/2022	Promotion
Ballew, Vanessa	Alice Shaw	Instructional Assistant	8/6	3.75	\$18.78 per hr.	08/09/2022	New hire
Beas, Brittany	Olga Reed	Instructional Assistant, 1	12/2	3.5	\$17.06 per hr.	08/09/2022	New hire
Bedford, Sariah	Nightingale	Instructional Assistant, 1	12/4	3.5	\$18.80 per hr.	08/09/2022	New hire
Bernardo, Mary Jane	Campus Connection	Child Care Assistant	8/3	1.75	\$16.22 per hr.	08/09/2022	Additional position
Bougher, Michelle	Dunlap	Instructional Assistant	8/6	3.75	\$18.78 per hr.	07/28/2022	Resignation
Brown, Nicole	Pine Grove	Instructional Assistant, 1	12/5	3.50	\$19.74 per hr.	08/09/2022	New hire
Cordero, Jerri	Child Nutrition	Child Nutrition, Senior Cook	11/5	3.0	\$19.25 per hr.	08/01/2022	Promotion
Dwyer, Mary Jane	Human Resources	Administrative Assistant, Confidential	2/VI	8.00	\$3,000 annually	07/01/2022	Increase in Teacher Induction Stipend
Edmonds, Angie	Patterson	Noon Duty Supervisor	6/2	1.5	\$1,000 annually	11/01/2021	Educational Stipend – Bachelor's
Ferrer, Gabriela	Lakeview JH	Office Assistant	15/6	8.0	\$22.32 per hr.	08/01/2022	New hire
Garcia, Deedra	Independent Study	Office Manager	22/2	6.0	\$21.83 per hr.	08/15/2022	New position
Gauna, Danielle	Nightingale	Instructional Assistant	8/4	3.5	\$17.03 per hr.	08/09/2022	New hire
Gomez-Flores, Yedith	Alice Shaw	Instructional Assistant, 2	13/4	6.0	\$19.26 per hr.	08/09/2022	Promotion



Orcutt Union School District

Classified Personnel Action Report

August 10, 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
Gonzales, Vannessa	Orcutt Academy HS	Office Manager, Charter High School	25/3	8.0	\$24.68 per hr.	07/01/2022	New hire
Gooley, Marcie	Nightingale	Instructional Assistant	8/3	3.75	\$16.22 per hr.	08/09/2022	New hire
Grimnes, Courtney	Olga Reed & Orcutt Academy K-8	Media Specialist	15/1	4.0	\$17.48 per hr.	08/01/2022	New hire
Guerrero, Brianne	Business Services	Accounting Technician	25/6	8.0	\$4,972.00 per mo.	07/01/2022	Reclassification
Hutchinson, Melinda	Orcutt Academy K-8	Instructional Assistant, 1	12/6	6.0	\$20.73 per hr.	08/09/2022	New hire
James, Melisa	Orcutt JH	Instructional Assistant, 2	13/6	6.0	\$21.25 per hr.	08/08/2022	Resignation
LaMarca, Sarah	Nightingale	Instructional Assistant	8/4	3.5	\$17.03 per hr.	08/09/2022	New hire
Martinez-Mata, Mario	Nightingale	Custodian, Head	18/5	8.0	\$3,983.00 per mo.	08/01/2022	Promotion
Mullen, Debbie	Olga Reed	Child Nutrition Cook & Worker	10/6 & 8/6	6.0	\$19.72 & \$18.78 per hr.	08/05/2022	Retirement
Nevitt, Alexia	Dunlap	Instructional Assistant	8/4	3.75	\$17.03 per hr.	08/09/2022	New hire
Paz, Lizeth	Dunlap	Office Assistant	15/5	6.0	\$21.26 per hr.	08/12/2022	Resignation
Pita, Christina	Dunlap	Child Nutrition Cashier	8/5	2.0	\$17.89 per hr.	08/09/2022	New hire (from sub to permanent)
Ramos, Emily	Alice Shaw	Instructional Assistant, 2	13/6	6.0	\$21.25 per hr.	08/09/2022	Promotion
Sandoval, Barbara	Alice Shaw	Instructional Assistant, 2	13/5	3.5	\$20.24 per hr.	08/09/2022	New Hire
Siemens, Elena	Patterson	Office Assistant	15/3	7.0	\$19.28 per hr.	08/01/2022	Promotion
Silva, Corey	Orcutt JH & Patterson	Custodian, Night	17/1	8.0	\$3,197.00 per mo.	06/27/2022	New hire



Orcutt Union School District
 Classified Personnel Action Report
 August 10, 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
Tidd, David	Dunlap	Custodian, Night	17/2	8.0	\$3,357.00 per mo.	06/22/2022	New hire
Wilkin, Kyra	Instructional Assistant, 1	Patterson	12/2	3.5	\$17.06 per hr.	08/09/2022	New hire
Williams, Brenda	Orcutt Academy HS	Charter High School Registrar	19/6	8.0	\$24.63 per hr.	07/20/2022	Promotion
Wink, Cheri	Dunlap	Child Nutrition Cook	10/6	2.0	\$19.72 per hr.	08/09/2022	Additional position



Orcutt Union School District

Certificated Personnel Action Report

August 10, 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
Arevalo, Neida	District	II-1	\$88,375	2022-23	Completed Master's Program
Ashor, Stephen	Orcutt Academy HS	VI-18	\$100,511	2022-23	Verification of an additional year of service
Basoco, Lawrence	Orcutt Academy HS	V-20 Stipend	\$100,307 \$1,068	2022-23	Approval of Probationary Contract BCLAD
Cross, Alana	Olga Reed	VI-5	\$68,255	2022-23	Verification of an additional year of service
Cross-Huck, Joleen	Patterson Road	VI-18	\$100,511	2022-23	Approval of Temporary Contract
Emp# 445				06/30/2022	Resignation
Kiniry, Cody	Lakeview JHS	VI-1	\$59,802	2022-23	Completed Master's Program
Montalvo, Sarah	Orcutt JHS	VI-1	\$59,802	2022-23	Approval of Probationary Contract
Phillips, Erica	Ralph Dunlap	VI-7	\$72,922	2022-23	Completed Master's Program
Pollock, Christin	Ralph Dunlap	VI-13	\$88,851	2022-23	Completed Master's Program
Riezebos, Analise	Alice Shaw	VI-5	\$68,255	2022-23	Completed units for movement
Scherpel, Victoria	Lakeview JHS	VI-1	\$59,802	2022-23	Completed Master's Program
Soriano, Yvette	District	Hourly	\$50	7/23-8/6/21	Extended Learning Opportunity Summer School, 55 hrs
Taira, Myrna	District	Hourly	\$50	7/23-8/6/21	Extended Learning Opportunity Summer School, 55 hrs
Walch, Justina	Nightingale	VI-8	\$75,373	2022-23	Completed units for movement
Woodruff, Jenna	Ralph Dunlap	VI-4	\$66,032	2022-23	Completed Master's Program

*To be prorated

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MINUTES
June 16, 2022
4:00 PM**

CALL TO ORDER

A Special Board meeting of the Board of Trustees of the Orcutt Union School District was held on Thursday, June 16, 2022, in the District Office Board Room, beginning with Mark Steller calling Public Session to order at 4:01 p.m. The Pledge of Allegiance was led by Holly Edds. It was moved by Lisa Morinini seconded by Melanie Waffle to adopt the June 16, 2022 agenda. Members Present: Steller, Henderson, Morinini, Phillips, and Waffle. Administrators Present: Edds.

PUBLIC COMMENTS

None

BOARD/SUPERINTENDENT GOVERNANCE RETREAT

- INDIGO Workshop
- Superintendents 2022-2023 Goals
- Governance Handbook Review

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, August 10, 2022, with Closed Session starting at 6:05 p.m., Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer St., Orcutt, CA 93455.

ADJOURN MEETING

It was moved by Lisa Morinini seconded by Shaun Henderson and carried to adjourn the meeting at 5:58 p.m. Ayes: Steller, Henderson, Morinini, and Waffle.

Holly Edds, Ed.D., Board Secretary

Shaun Henderson, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MINUTES
June 16, 2022
6:00 PM**

CALL TO ORDER

A Special Board meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, June 16, 2022, in the District Office Board Room, beginning with Mark Steller calling Public Session to order at 6:02 p.m. The Pledge of Allegiance was led by Susan Salucci. It was moved by Melanie Waffle seconded by Lisa Morinini to adopt the June 16, 2022 agenda. Members Present: Steller, Henderson, Morinini, and Waffle. Absent: Phillips. Administrators Present: Edds, Salucci, and Dana. Absent: Knight

PUBLIC COMMENTS

None

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Board Policy 5141.21 Administering Medication and Monitoring Health, for the second reading
- D. Board Policy 5132 Dress and Grooming, for the second reading
- E. Approval of June 8, 2022 Regular Board Meeting Minutes

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

ACTION ITEMS

2022-2023 Budget Adoption

It was moved by Shaun Henderson seconded by Lisa Morinini and carried to adopt the 2022-2023 Budget, as submitted. Ayes: Steller, Henderson, Morinini, and Waffle. Absent: Phillips.

Resolution No. 21 Commit and Uncommit the General Fund Balance

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

Adoption of Orcutt Union School District Local Control and Accountability Plan (LCAP)

It was moved by Lisa Morinini seconded by Melanie Waffle and carried to adopt the Orcutt Union School District Local Control and Accountability Plan (LCAP), as submitted. Ayes: Steller, Henderson, Morinini, and Waffle. Absent: Phillips.

Adoption of Orcutt Academy Charter Local Control and Accountability Plan (LCAP)

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

CLOSED SESSION PUBLIC COMMENTS

None

GENERAL ANNOUNCEMENT

Unless otherwise noticed, the next regular Board Meeting is scheduled for Wednesday, August 10, 2022 beginning with Closed Session at 6:05 p.m., Open Session at 6:30 p.m. in the District Office Boardroom, 500 Dyer St., Orcutt, CA 93455

ADJOURN TO CLOSED SESSION

It was moved by Melanie Waffle second by Lisa Morinini and carried to adjourn to Closed Session at 6:10 p.m.

RECONVENE TO PUBLIC SESSION AND ADJOURN MEETING

Mark Steller reported that no action was taken during Closed Session. It was moved by Melanie Waffle seconded by Lisa Morinini and carried to adjourn the meeting at 6:20 p.m. Ayes: Steller, Henderson, Morinini, and Waffle. Absent: Phillips.

Holly Edds, Ed.D., Board Secretary

Shaun Henderson, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MINUTES
August 1, 2022
5:30 PM**

CALL TO ORDER

A Special Board meeting of the Board of Trustees of the Orcutt Union School District was held on Monday, August 1, 2022, in the District Office Board Room, beginning with Mark Steller calling Public Session to order at 5:31 p.m. The Pledge of Allegiance was led by Melanie Waffle. It was moved by Liz Phillips seconded by Shaun Henderson to adopt the August 1, 2022 agenda. Members Present: Steller, Henderson, Morinini, Phillips, and Waffle. Administrators Present: Edds, Salucci, and Knight.

PUBLIC COMMENTS

None

CLOSED SESSION COMMENTS

None

ADJOURN To CLOSED SESSION

It was moved by Melanie Waffle seconded by Liz Phillips and carried to adjourn to Closed Session at 5:32 p.m.

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, August 10, 2022, with Closed Session starting at 6:05 p.m., Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer St., Orcutt, CA 93455.

RECOVENE TO PUBLIC SESSION AND ADJOURN MEETING

Mark Steller reported that no action was taken during Closed Session It was moved by Melanie Waffle seconded by Lisa Morinini and carried to adjourn the meeting at 6:42 p.m. Ayes: Steller, Henderson, Morinini, and Waffle.

Holly Edds, Ed.D., Board Secretary

Shaun Henderson, Clerk, Board of Trustees



BUSINESS SERVICES MEMORANDUM

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

FROM: Sandra Knight
Assistant Superintendent, Business Services

BOARD MEETING DATE: August 10, 2022

BOARD AGENDA ITEM: Cooperative Purchasing Programs

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

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

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

FUNDING: N/A



SUPERINTENDENT'S MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D
Superintendent

BOARD MEETING DATE: August 10, 2022

BOARD AGENDA ITEM: Construction Change Order- Pre Con Industries for the Olga Reed Elementary Classroom Modernization Project

BACKGROUND: Attached is change order request #001 from Pre Con Industries in the amount Of \$225,850.55 for the Orcutt Jr. High Administration Building. The change order is related to some or all of the following reasons; unforeseen conditions during construction, design issue, or owner requested change.

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

RECOMMENDATION: Staff recommends the Board of Trustees approve the change order for Pre Con Industries for \$225,580.55, as submitted.

FUNDING: Fund 21 – Building fund for the Measure G Bond
Fund 14 – Deferred Maintenance Fund

CHANGE ORDER

Distribution:

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

Project:
Olga Reed Elementary Classroom Modernization
Orcutt Union School District
 500 Dyer Street
 Orcutt, CA 93455

Change Order Number: **1**

Date: **8/1/2022**

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

Contract Date: **4/13/2022**

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

The original Contract Sum was	\$	2,574,000.00
The net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	2,574,000.00
The Contract Sum will be Increased by this new Change Order in the amount of	\$	225,850.55
The new Contract Sum including this Change Order will be	\$	2,799,850.55
The Contract Time will be (increased) (decreased) (unchanged) by -0- days.		
The date of Substantial Completion as of the date of this Change Order therefore is		Unchanged

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

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

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

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

DATE DATE DATE DATE DATE

CHANGE ORDER 01- Summary Sheet

Item #	Title	PCO#	PCO Description	Final Price
1	Replacement of Existing Roof Sheeting - Option B	1	Unforeseen Condition – During the demolition of the existing roofing material at both Buildings 010 & 020, significant portions of the existing plywood sheathing substrate were observed to be in poor condition due to dry-rot. The existing plywood sheathing would not meet the new roofing manufacturer’s warranty conditions due to the inability of properly fasten the new material to be to the existing damaged sheathing. In addition, the western half of Building 010 appears to have been built as an addition to the eastern half, which was indicated by the roof plywood sheathing being different thicknesses. The costs associated with this change includes added labor, equipment and material to remove and replace all of the existing roof plywood sheathing with new ½” structural plywood at both Buildings 010 & 020.	\$92,594.53
2	Replace Existing Metal Fascia	9	Unforeseen Condition, refer to RFI #035 – During the demolition of the existing fascia material at both Buildings 010 & 020, significant portions of the existing down-side fascia metal were observed to be in poor condition due to rot and rust. Due to the fascia support framing also needing to be removed for repair, the opportunity to install new paintable fascia material was presented. The costs associated with this change includes removal and replacement of the existing downside metal fascia with new bonderized paintable fascia at both Buildings 010 & 020.	\$28,444.12
3	Bldg. 10 & 20 Add Power Outlets	15.1	Design/Owner Requested, refer to RFI # 19 - The bid power plan E-410 calls for (2) electrical receptacles to be installed in each classroom space, which are to be located at the teaching walls per reference note #3. The District has requested (6) additional power receptacles with wall mounted raceways to be provided in each classroom space. The new receptacles are to be combination receptacles containing (2) outlets for power and a space for (2) data jacks for future data install. The wall-mounted mounted raceways are also to be data/power combination raceways. The costs associated with this change includes added labor and materials to wire and install (6) additional power/data combo receptacles and raceways, with active power and provisions for future data install at all classroom spaces in Buildings #10 & #20.	\$100,938.54
4	Added Trap Primer	20	Owner Requested – RFI #43 – Bid Plumbing sheet P-022 note #3 calls for the floor drain located in the Girls Restroom (Room 212) to remain in-place. The existing drain did not have a trap primer installed to mitigate sewer gas emissions from the sewer system. Per the District’s request, a trap primer has been installed at the Girls Restroom drain. The costs associated with this change includes added labor, equipment and material to sawcut the existing concrete slab, install the new trap primer and patch the concrete.	\$3,873.36
Total Change Order Amount				\$225,850.55

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.

2022–23 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
---	-----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

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

District: _____

Name of person completing this form: _____

Title of person completing this form: _____

Please provide the date when this information will be reported publicly at the district governing board meeting:
Regular Board Meeting: August 10, 2022

Quarterly report submission date (check one):
<input type="checkbox"/> April (Jan.—March)
<input type="checkbox"/> July (April—June)
<input type="checkbox"/> October (July—Sept.)
<input type="checkbox"/> January (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			
<i>Valenzuela</i> /CAHSEE intensive instruction and services			
TOTALS			

Signature of district superintendent

Date



Orcutt Union School District Governance Handbook

August 10, 2022

Board of Trustees

Mark Steller, President
Shaun Henderson, Clerk
Liz Phillips, Member
Lisa Morinini, Member
Melanie Waffle, Member

Superintendent

Holly Edds

<p style="text-align: center;">EFFECTIVE GOVERNANCE Unity of Purpose, Roles, Responsibilities, Norms and Protocols</p>
--

<p><i>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.</i></p>

On February 23, 2022, 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 their role and to working as a team
- Where everyone comes to meetings prepared and pays attention to the agenda
- In which 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 am committed to the School District and have always been a part of it
 - I believe in equity for all students
 - 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 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
- 21st Century classrooms
- Coming together as a team that puts kids first and communicates that message
- Students come first
- We provide good stewardship
- The success of our 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
- Staying focused on our goals and continuing the excellence
- Maintaining the focus on putting students 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. Our highly trained, dedicated staff will offer all students a world-class education, 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 ever-changing needs of our district.

Whole Child Approach

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

Resources

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

GAINING CLARITY ON ROLES AND RESPONSIBILITIES

The Role of the Board and Superintendent - CSBA:

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

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

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

Performing Board Responsibilities - CSBA:

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

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

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

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

We Provide Support through our behavior and actions by:

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

We Ensure Accountability to the Public by:

- Evaluating the superintendent
- Monitoring, reviewing and revising policies
- Serving as a judicial and appeals body
- Monitoring student achievement and program effectiveness and requiring program changes as indicated

- Monitoring and adjusting district finances
- Reviewing facilities issues
- Monitoring the collective bargaining process

We Act as Community Leaders by:

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

Orcutt Union School District Governance Team

AGREEMENTS TO FACILITATE GOVERNANCE LEADERSHIP

Governance Team Norms and Protocols:

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

Our Agreements to Facilitate Governance Leadership:

Norms

Our Governance Team wishes to create a culture that models

...

- **Commitment to the district and to the work:**
 - **Preparing for and attending meetings**
 - **Attendance –ensuring that there is a quorum**
 - **Being at schools and school events**
- **Flexibility – working with the entire group to represent the Board and respond to the need for special meetings**
- **Open, honest communication**
- **Agreeing to disagree without hard feelings**
- **Demonstrating respect for one another**
- **Taking the time to get to know each other**
- **Thinking through items before bringing them forth in open session**
- **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, they 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	<ul style="list-style-type: none">• The governing board recognizes the importance of maintaining the confidentiality of information acquired as part of a board member's official duties
Protocol	<ul style="list-style-type: none">• All trustees will strive to maintain the public's trust by not breaching confidentiality including all information from closed session• A trustee who inadvertently or accidentally violates a confidential issue, will take immediate responsibility for correcting the action and notifying the superintendent and/or president of the board

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

	<p>with their concern, e.g. teacher, principal, superintendent</p> <ul style="list-style-type: none"> Trustees will notify the superintendent of the issue or concern, as appropriate
--	--

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

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

	<ul style="list-style-type: none"> The board president position will be determined annually through a rotation process Direction to the Superintendent/staff shall be at the request of the board, individual board members do not have the authority to direct superintendent/staff work The board president shall have served at least two years as an OUSD Board Trustee and participate in CSBA Board President training prior to serving as board president
Visiting Schools and School Events	
Rationale	<ul style="list-style-type: none"> The board wants to be informed about instructional practices, and the needs of the students and staff with regard to school programs. Visiting schools provides the opportunity to show appreciation and recognize staff for their work. Site visits are not meant to be evaluative in nature or disruptive to classroom instruction.
Protocol	<ul style="list-style-type: none"> Board members will have access to the school calendars and are encouraged to visit schools and attend school events. Site visits will be arranged through the Superintendent, who 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	<ul style="list-style-type: none"> The board wants to communicate a consistent message and common vision to the community
Protocol	<ul style="list-style-type: none"> When contacted by the media, board members will refer the media to the board president, and/or the superintendent The Superintendent is the spokesperson for the district and the Board President is the spokesperson for the board If the press contacts the district office or superintendent, the board will be notified, as necessary School board members should always conduct themselves online in a manner that reflects well of the school board and school district Comments from the Board at a Board Meeting should be shared at the appropriate time (i.e. closed vs open session)

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

Welcoming/Orienting New Board Members

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

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

Affirmed on this 10th day of August, 2022

Melanie Waffle, Trustee

Mark Steller, President

Liz Phillips, Trustee

Shaun Henderson, Clerk

Lisa Morinini, Trustee

Dr. Holly Edds, Superintendent



ORCUTT UNION SCHOOL DISTRICT

REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Pine Grove Date: August 1, 2022

DONOR: Name: Ravi Chahal, 7-11 #13873
Address: 4975 S. Bradley Rd, Orcutt, CA 93455
Phone No. _____

GIFT: Item Donated _____ or Cash Donation \$ 750.00
(Fill in if money is donated)
Designated for: School Improvement - Playground Equipment
General Description: _____
Model No.: _____ Condition: New Used
Value (estimated): _____
Purpose of Gift: _____
Will gift be purchased through Business Services Office? Yes No
Donor Conditions of Acceptance: _____

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

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

Acceptance Requested By (OUSD Staff Member): Julie Payne

Acceptance Approved By (Administrator): Michelle Boyd

RECOMMENDATIONS: Principal or District Representative Approve Gift Acceptance

BOARD ACTION: Date Accepted: _____ Date Denied: _____

Please submit request to the Superintendent's Office.

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



Pine Grove Elementary School

1050 East Rice Ranch Road, Orcutt, CA 93455 (805)938-8800 Fax (805) 938-8849

August 1, 2022

Dr. Holly Edds
Superintendent
Orcutt Union School District
501 Dyer
Orcutt, CA 93455
&
The Board of Trustees
Orcutt Union School District

Dear Dr. Edds and Board;

On behalf of Pine Grove School, I am requesting that the Board of Trustees accept a donation of \$750.00 from 7-Eleven #13873. It is with donations such as this that the students of Pine Grove School continue to enjoy improvements to their school.

The generosity of the Orcutt 7-Eleven is greatly appreciated.

Sincerely,

A handwritten signature in black ink that reads "Michelle Boyd".

Michelle Boyd
Principal

Mailing address:

Ravi Chahal, franchise Owner
7-Eleven #13873
4975 S. Bradley Road
Orcutt, CA 93455



BUSINESS SERVICES MEMORANDUM

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

FROM: Sandra Knight
Assistant Superintendent, Business

BOARD MEETING DATE: August 10, 2022

BOARD AGENDA ITEM: 45 Day Budget Revision

BACKGROUND: Education Code (EC) Sections 42127(h) requires that within 45 days of the Governor signing the annual Budget Act, each school district shall make available for public review any revisions that it has made to its adopted budget as a result of the signed Budget Act and any trailer legislation. Governor Newsom signed the 2022-2023 Budget Act on June 30, 2022. This posting fulfills the public review requirement for the budget revisions made by the Orcutt Union School District.

RECOMMENDATION: Staff recommends approval of 45 Day Budget Revision as submitted.

FUNDING: N/A

The following General Fund budget revisions were made to the 2022-23 Adopted Budget:

FUND 01			Impact to General Fund	
Description	2022-23 Adopted Budget	2022-23 45-Day Revision	Unrestricted	Restricted
Arts, Music, Instructional Materials Grant		\$2,395,790		\$2,395,790
ELOP	\$959,911	\$2,409,077		\$1,449,166
Learning Recovery Emergency Block Grant		\$3,864,074		\$3,864,074
ADA Relief		\$2,358,417	\$2,358,417	
Adjustment to Base Grant		\$1,109,269	\$1,109,269	
Total 2022-23 Additional Revenue			\$3,467,686	\$7,709,030
Expenditures				
1 LVN		\$62,000	\$62,000	
District Nurse			\$125,000	
1 FTE Psychologist			\$130,000	
2 Program Specialists		\$310,000	\$310,000	
1.5 FTE Vice Principals		\$228,000	\$228,000	
.75 FTE School Counselor			\$71,200	
Full Day Kinder Instructional Assistants		\$215,000	\$215,000	
TK Instructional Assistants			\$75,000	
Security Cameras			\$300,000	
Strategic Plan			\$1,700,000	
Additional Community Liasons			\$251,486	
Professional Development				\$1,000,000
Expenditures for Arts, Music Grant				\$100,000
Additional ELOP programming				\$1,250,000
TOTAL 2022-23 BUDGET REVISIONS IN			\$3,467,686	\$2,350,000

FUND 09		Impact to Charter School		
Description	2022-23 Adopted Budget	2022-23 45-Day Revision	Unrestricted	Restricted
Arts, Music, Instructional Materials Grant		\$460,055		\$460,055
ELOP	\$50,000	\$55,705		\$5,705
Learning Recovery Emergency Block Grant		\$461,188		\$461,188
ADA Relief		\$451,642	\$451,642	
Adjustment to Base Grant		\$223,093	\$223,093	
Total 2022-23 Additional Revenue			\$674,735	\$926,948
.25 FTE School Counselor			\$25,000	
Kindergarten Instruction Assistant			\$30,000	
.5 FTE School Psychologist			\$65,000	
Strategic Plan			\$300,000	
Virtual Learning Academy Support				\$75,000
Expenditures for Arts, Music Grant				\$350,000
TOTAL 2022-23 BUDGET REVISIONS IMPA			\$420,000	\$425,000



BUSINESS SERVICES MEMORANDUM

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

FROM: Sandra Knight
Assistant Superintendent, Business Services

BOARD MEETING DATE: August 10, 2022

BOARD AGENDA ITEM: Piggyback Bid Authorization for the Purchase of an Integrated Camera System and Related and Peripherals for the Elementary Schools

BACKGROUND: The District has the opportunity to purchase technology equipment and peripherals utilizing a Piggybackable Bid from the Irvine Unified School District. This bid will allow us to purchase an integrated camera system for the elementary schools at the best possible price.

RECOMMENDATION: Staff recommends approval of Piggyback Bid 19/20-01 IT for the purchase of an integrated camera system and related peripherals from CDW-G for our elementary schools, and believes this is in the best interest of the District.

FUNDING: The fiscal impact will be on the General Fund in the approximate amount of \$127,157.28 for the purchase of the equipment.



Irvine Unified School District
Orange County, CA

Bid No. 19/20-01 IT
Technology Equipment and Peripherals

Bid Deadline/Opening: December 3, 2019 at 2:00 pm

Contact: Michelle Bennett

Irvine Unified School District
5050 Barranca Parkway, Irvine, CA 92604
949-936-5022

Email: MichelleBennett@iusd.org

REQUIRED DOCUMENTS

Please return this sheet with your Bid Documents

Bid Documents Due at the Submission of the Due Date

- Bid Form
- Bid Form Pricing Sheet (all pages)
- Noncollusion Declaration
- Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- Certification of Restriction on Lobbying
- Piggyback Clause
- Manufacturer's letter(s) authorizing Bidder to sell

Other Forms not required until after award

- Agreement (Sample Agreement included)
- Tobacco Use Policy
- Worker's Compensation Certificate
- Drug-Free Workplace Certification
- Criminal Records Check Certification
- Technical Specification and Requirements
- W-9
- Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Irvine Unified School District must be named as an Additional Insured)

Bid No. 19/20-01 IT, Technology Equipment and Peripherals

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***IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NON-RESPONSIVE.**

NOTICE CALLING FOR BIDS

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**

BID DEADLINE: **December 3, 2019 at 2:00 pm**

PLACE OF RECEIPT: Irvine Unified School District
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, California 92604

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as “District,” will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 19/20-01 IT Technology Equipment and Peripherals**.

BID DOCUMENTS will be made available on October 28, 2019 (as a download) at the following website: <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>. **Bidders will be responsible for reproducing all documents related to this bid.** All bids shall be made and presented on the forms provided in the Bid Documents.

Any questions regarding Bid Documents must be received via e-mail to the attention of Michelle Bennett at MichelleBennett@iusd.org by 11:00 am on November 15, 2019.

Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The Award of the Contract, if made by the District, will be by the action of the Governing Board. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Irvine Unified School District
Governing Board

By: Michelle Bennett
Specialist, Information Technology Contracts

Published: October 28, 2017
November 4, 2017

Newspaper: OC Register

CALENDAR OF EVENTS

Event	Details	Date
Bid Advertised	Orange County Register	October 28, 2019 November 4, 2019
Bid Posted	IUSD Website	October 28, 2019
Last Day to Submit RFIs/Questions	MichelleBennett@iud.org	November 15, 2019 at 11:00 am
Response to Questions/RFIs Posted	IUSD Website	On or before November 20, 2019
Bid Deadline/Opening	Irvine Unified School District Office - Board Room 5050 Barranca Parkway Irvine, CA 92604	December 3, 2019 at 2:00 pm
*Board of Education Action	Award of Contract	*anticipated December 17, 2019

*Date is subject to change at the discretion of the District.

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY.

DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU
MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed forms including, but not limited to, the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, and all applicable modifications, addenda and amendments, if any ("Bid Response Documents") and completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. Whenever the amount resulting from the multiplication of the unit price bid by the Bidder on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all Bid Documents and shall be made on the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, and all applicable modifications, addenda and amendments, if any ("Bid Response Documents") and completed in full. Bidders shall submit:

- one (1) original hardcopy and
- two (2) additional hardcopies and
- one (1) electronic copy on CD or flashdrive.

The complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to **Irvine Unified School District, Purchasing Department, 5050 Barranca Parkway, Irvine, CA 92604, Attn: Michelle Bennett**, and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left hand corner with the Bidder's name, the bid number and the date and time for the opening of bids. **It is the Bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. Bid Pricing. Bid prices are to include all costs associated with the technology equipment and peripherals included on Bid Form Pricing Sheet (hereinafter referred to as “Equipment”, “Project” and/or “Work”) including, but not limited to, shipping, F.O.B. Irvine Unified School District (“District”) or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by respondent to this solicitation (“Bidder”) shall be borne by Bidder and will not alter the requirements identified in this solicitation.

4. Signature. The signatures of all persons shall be in longhand and in ink. Any signature required on the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer’s letter(s) authorizing Bidder to sell, Tobacco Use Policy, Workers’ Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all required insurance documents, Technical Specifications and Requirements, General Conditions, Sample Agreement, specifications, and all modifications, addenda and amendments provided (“Bid Documents”) must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Bidder is a joint venture or partnership, there shall be submitted with the Bid Documents signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such Bid Documents.

5. Modifications. Changes in or additions to any of the Bid Documents, alternative proposals, or any other modifications which are not specifically called for in the Bid Documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the Bid Documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

7. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each Bidder shall examine all Bid Documents; visit the sites and determine the local conditions which may in any way affect the Project; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the Project, including the cost of permits and licenses required for the Project; determine the character, quality, and quantities of the Work to be performed and the Equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. Irvine Unified School District (District) shall not be liable for any loss sustained by the successful Bidder resulting from any variance between the actual conditions and data given in the Bid Documents. Bidder agrees that the submission of bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of bids. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. Interpretation of Bid Documents. If any Bidder is in doubt as to the true meaning of any part of the Bid Documents, wishes to request a substitute “or equal” item for Equipment or Work listed on the Short List in the Bid Form Pricing Sheet, or finds discrepancies in, or omissions from the Bid Documents, a written request for an interpretation or correction thereof must be submitted to District via email to the attention of Michelle Bennett at MichelleBennett@iusd.org by **November 15, 2019 at 11:00 am pacific time**. No requests shall be considered after this time. The Bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid Documents will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be posted publicly on the Irvine Unified School District website and hand delivered, emailed or faxed to each Bidder known to have received a set of Bid Documents. No person is authorized to make any oral interpretation of any provision in the Bid Documents, nor shall any oral interpretation of the Bid Documents be binding on the District. If there are discrepancies of any kind in the Bid Documents, the interpretation of the District shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK AND PROVIDING THE EQUIPMENT AND WORK; AND THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK AND PROVIDING THE EQUIPMENT AND WORK IN ACCORDANCE WITH THE BID DOCUMENTS.**

10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same Work/ Equipment unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a proposal or quoting prices to other Bidders or submitting a bid.

11. Award of Contract. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of bid, if made by the District, will be by the action of the District's Governing Board to the lowest responsive and responsible Bidder. **The District will determine low bid by calculating the total costs of the proposals against a hypothetical scenario(s).** If two identical low bids are received from responsive and responsible Bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a Bidder, and such Bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to Bidder, the District may award the contract to the next lowest responsive and responsible Bidder or reject all bids. Due to the large number of line items, the bids will be received at the location and time designated and a spreadsheet of the awarded result will be posted online at: www.iusd.org/District_services/purchasing/CurrentBidsandRFPs.html .

The District's contract award will be made partially on the ability to completely comply with the greatest number of technology catalog categories. The District has also provided a short list of specific Equipment and part numbers as a brief cross-sampling. This short list is solely an example to the District, and the amount of weight in scoring of submitted bids that this short list will receive will be solely at the option and discretion of the District. The District will determine low bid by totaling a hypothetical scenario(s) provided at the Bid Opening.

12. Agreement. The form of Agreement which the successful Bidder (Contractor), will be required to execute, is included as the Sample Agreement in the Bid Documents and should be carefully examined by the Bidder. The Agreement may be executed in two (2) original counterparts. The complete Agreement consists of the following, but not limited to, the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Sample Agreement, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, Tobacco Use Policy, General Conditions, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, Technical Specifications and requirements, all required insurance documents, and all modifications, addenda and amendments, if any, and the completed Agreement (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the Bid Documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all Equipment and Work called for in the Bid Documents.

13. Competency of Bidders. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Project. By submitting a bid, each Bidder agrees that the District, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the contract. The District may also consider the qualifications and

experience of persons and organizations proposed for those portions of the Project. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidder, proposed subcontractors, and other persons and organizations to do the Project to the District's satisfaction within the prescribed time. The District reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the satisfaction of the District.

14. Insurance and Workers' Compensation. The successful Bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful Bidder shall secure the payment of compensation to all employees. The successful Bidder who has been awarded the contract shall sign and file with District prior to performing the Project, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful Bidder shall, at Bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

(a)	General Aggregate	\$2,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Products/Completed Operations	\$1,000,000
(d)	Personal and Advertising Injury	\$1,000,000
(e)	Damage to Rented Premises	\$50,000
(f)	Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Bidder drives on behalf of the District in the course of providing Equipment and performing Work.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering Bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the Bidder.

b. No later than five (5) days from execution of the Agreement by the District and successful Bidder, and prior to proving Equipment and commencing the Work under this bid, Bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful Bidder shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

15. Anti-Discrimination. In connection with all Equipment provided and Work performed under this bid, there shall be no lawful discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

16. Hold Harmless/Indemnification and Insurance. The successful Bidder awarded the contract will be required to defend, indemnify and hold harmless the District, the Governing Board, officers, agents, and employees and provide the required insurance as set forth in the Agreement.

17. New Equipment. Bidder shall not provide "Remanufactured Equipment," i.e. equipment that has been factory disassembled to a predetermined standard, then reassembled by using new parts and some used or recycled components. District shall be the first user of the equipment. All items furnished under this Bid shall consist of new and original components.

18. Brand Names and Model Numbers. Brand names are included for descriptive purposes, to indicate the quality, design and utility desired. Brand names and model numbers where specified have been shown due to existing standards. Specific makes and models are required in some circumstances in order to be compatible with existing District equipment. This specification is not intended to restrict competition. District approved substitutes of equal specifications and capabilities those specified are acceptable unless otherwise indicated in this bid request.

Bidders may find discrepancies in the model numbers given in that the model number may be an old one and the item is not referred to by a new number. Consideration will be given in that situation. Bidders should note that the referenced Equipment in their bids are for the same items as specified by designating “New Number” in the Brand/Model area, should that be the case. Inquiries regarding such discrepancies are to be made in accordance with Section 9: Interpretation of Bid Documents in the Information for Bidders.

19. Substitutions. All items bid must conform to the terms and conditions set forth in these Bid Documents. The District reserves the right to reject all bids that do not conform to the Bid Documents.

Whenever in specifications any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to District approval.

A.) **SHORT LIST.** Should the Bidder wish to request prior to bid opening, any substitution for the Equipment specified in the Short List of the Bid Form Pricing Sheet, the Bidder shall submit a written request to the District **within the timeframe stated for Requests for Information (RFI’s), in accordance with Section 9: Interpretation of Bid Documents in the Information for Bidders and as noted on the Calendar of Events.** Bidders submitting RFIs requesting substitutions of “or equal” Equipment should include the line number, description, and manufacturer and model no. listed on the Bid Documents, and the manufacturer and model no. of the proposed “or equal” Equipment. Descriptive technical literature fully describing the claimed “or equal” Equipment (manufacturer’s specifications and a picture of the specific item), marked with the appropriate bid item number should be provided. Suitability and valuation of “equals” rest in the sole discretion of the District. Requests for substitution received after the timeframe stated for Requests for Information (RFI’s) deadline (noted on the Calendar of Events) will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum posted to the District website and issued to all Bidders of record. It is the Bidder’s responsibility to monitor the District website for changes, updates, revisions and/or uploaded documents.

B.) **CATALOG DISCOUNT.** For proposed Catalog Discount Work and Equipment, Bidders should list all manufacturers available in the column denoted “Brands/Manufacturers” on the Bid Form Pricing Sheet. Bidders are not required to offer

Equipment from all manufacturers listed in the description. Bidders may propose additional “or equal” manufacturers. Suitability and valuation of “equals” rest in the sole discretion of the District.

- C.) **AFTER AWARD.** After Award the successful Bidder (“Contractor”) may delete Equipment removed from the market by the manufacturer or and/or add Equipment introduced to the market by the manufacturer under the following conditions:
- a. Deleted Equipment has been discontinued and are no longer available from the manufacturer;
 - b. Added equipment is a direct replacement for original Equipment listed in the bid, Contractor’s bid, the resulting Agreement and/or any Purchase Agreements;
 - c. Contractor has obtained prior written District Board approval; and
 - d. Contractor receives an executed Amendment to the Agreement and/or a revised purchase order.

It is understood and agreed to by the Bidder that the District reserves the right to reject any such proposed substitution. If the “or equal” Equipment or Work offered as a substitution by the Bidder is not acceptable, in the sole opinion of the District, and an Addendum with the proposed “or equal” item(s) is not issued, then the Bidder expressly understands and agrees that Bidder shall furnish the Equipment or Work specified by the District in the Bid Documents. The District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the Bidder. The District shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the District shall be final and conclusive.

In the event successful Bidder furnishes material, process, service or equipment other than what was specified in the Bid Documents and Bidder’s bid and which has been accepted by the District and which later is defective, then Bidder at its sole cost and expense shall furnish the District specified Equipment or Work or fully replace with new, the defective material process, service or equipment, at District’s discretion.

In the event Bidder furnishes material, process service, or equipment more expensive than specified in the Bid Documents and Bidder’s bid, the difference in cost of such material, process, service, or equipment so furnished shall be borne by Bidder. Any engineering, design fees, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by Bidder. Any difference in cost between an approved substitution which is lower in cost than the originally specified Equipment or Work shall be refunded or credited by Bidder to District.

20. Sample Equipment for Evaluation. Samples of Equipment may be required for evaluation. Samples will be delivered to the District and returned to the Bidder at the Bidder’s expense. Bidders are hereby notified to have samples ready for prompt evaluation if requested within five (5) calendar days of bid opening. Samples which cannot be provided in that time may not be considered for award.

21. Deviations from Bid Terms and Conditions. Deviations from any bid term or condition shall cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that Bidder is bidding as specified in Bid Documents.

22. Warranty/Quality. Bidder shall guarantee that the Equipment shall perform against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

23. Sales Tax. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.

24. Delivery. Destination will be designated within the boundaries of the Irvine Unified School District. Actual delivery dates should be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded Bidder(s) shall keep sufficient stock of Equipment and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders. **Bid all items F.O.B., Irvine Unified School District** or as directed by the purchase order of said District.

25. Contract Performance. The Equipment in this bid and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by the Irvine Unified School District, and shall be delivered F.O.B. Irvine Unified School District or as directed by the purchase order(s) of said District in the quantities specified on the purchase order(s). Purchase orders will be issued a reasonable time in advance of date of delivery. All Equipment furnished shall be subject to inspection and rejection by Irvine Unified School District for defects or non-compliance with the specifications. The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor.

Unless otherwise specified, if any Equipment is not delivered within sixty (60) days following issuance of a purchase order, or if any Contractor delivers any Equipment which does not confirm to the specifications, the District may, at its option, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider in accordance with law for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.

26. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

27. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

28. Tobacco-Free Policy. The successful Bidder shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.

29. Criminal Records Check. The successful Bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification.

30. Piggyback Clause. For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the Bidder, other public agencies within the counties of the State of California may procure identical Equipment, excluding services, off this bid under the same terms and conditions and at the same percentage discount, pursuant to sections 20118 (K-12 school Districts) and 20652 (Community College) of the Public Contract Code.

The Irvine Unified School District waives its right to require such other Districts and offices to draw their warrants in the favor of the District as provided in said Code section. Public agencies who elect to piggyback on this Bid and the resulting Agreement shall process their purchase orders and warrants directly to the successful Bidder upon agreement by the District and the successful Bidder.

Acceptance or rejection of this clause will not affect the outcome of this bid.

31. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of Bid Documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the Bid Documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protests will be handled by a panel comprised of District staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting Bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

32. References. Bidders shall list a minimum of four (4) references where Bidder has successfully provided the similar type (s) of Equipment and Work to another large school District or large corporation at the similar size and scope as Irvine Unified School District. All references shall include full district/ firm name, address, phone number, management contact, and description of equipment provided and work completed. District reserves the right to contact all references even if Bidder has provided the same type of equipment and/or work for District in the past. Failure by Bidder to provide references with its bid submittal may result in rejection of bid by District. The District reserves the right to obtain from any or all sources, information

concerning Bidder which the District deems pertinent and to consider such information in evaluating the Bidder's bid.

33. Public Information. All Equipment received by the District in response to this bid shall be made available to the public. If any part of a Bidders bid and/or supporting documentation and/or samples is proprietary or confidential, the Bidder must identify and so state, and be submitted separate of the Bid Response Documents. Any Bidder information used to aid in bid selection must not be restricted from the public.

34. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder and/or its principals are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Irvine Unified School District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the Bidder may be declared as nonresponsive.

35. Right to Negotiate Better Prices in the Best Interest of the District. The unit prices set forth by Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner. The District wishes to take advantage of volume discounts for orders of large quantities of Equipment and Work, etc. For this reason, the District retains the right to negotiate prices below the unit bid prices listed, and/or to have certain costs waived, if it is mutually agreeable to the Bidder and District, for any particular projects to be initiated within the overall contract.

36. Small Project Applicability. Public Contract Code allows purchase orders to be issued without public bidding for purchases with a cost below \$92,600.00 for the year 2019, to be indexed each calendar year. To get the best overall prices, and to save on "hidden" administrative processing costs, the District may not use (at their sole discretion) the unit price contracting method utilization in this bid process to complete small Projects, below this limit. Lump sum proposals may be accepted for Projects below this cost threshold.

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: (_____) _____ **FAX:** (_____) _____

E-MAIL ADDRESS: _____

WEBSITE FOR ONLINE CATALOG: _____

BID FORM AND REQUIRED DOCUMENTS ATTACHED HERETO

FOR

BID NO. 19/20-01 IT,

TECHNOLOGY EQUIPMENT AND PERIPHERALS

FOR

**IRVINE UNIFIED SCHOOL DISTRICT
5050 BARRANCA PARKWAY
IRVINE, CA 92604**

BID FORM

Bidder Name: _____

To: Irvine Unified School District, acting by and through the Governing Board herein, called the “District.”

1. The undersigned Bidder, having become familiarized with all the following documents including, but not limited to, the Notice Calling for Bids, Calendar of Events, Bid Form, Bid Form Pricing Sheet, Information for Bidders, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer’s letter(s) authorizing Bidder to sell, Tobacco Use Policy, Workers’ Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Technical Specifications and Requirements, General Conditions, Sample Agreement, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the Project and cost of the Project at the place where the Equipment is to be provided and Work is to be performed, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the Project, including all Equipment, Work and all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, utility, transportation services, shipping, assembly, installation, implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products necessary to provide Equipment and perform the Work in a good workmanlike manner required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the Work, in connection with the following:

Bid No. 19/20-01 IT Technology Equipment and Peripherals

All in strict conformity with the Bid Documents, including Addenda Nos. _____, _____, _____, on file at the Purchasing Dept. of the Irvine Unified School District for the sums as set forth in the Bid Form Pricing Sheet. The Bidder agrees to provide each item listed under the attached Bid Form Pricing Sheet for the prices indicated. The quantity on which to indicate each price shall be one unit unless specifically noted otherwise. Bidders may expand the provided Bid Form Pricing Sheet and create pricing tiers based on different quantities. All quantities shall be based on annual purchases by District within one calendar year.

Each individual bid term shall be determined from reviewing all portions of the Bid Documents, and shall include all items necessary to complete the Project, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Equipment, and the furnishing of tools, equipment, supplies, facilities,

labor, and supervision, required to perform and complete the Project, all as per the requirements of the Bid Documents, whether or now expressly listed or designated.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that its bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is through December 31, 2021. Term of the Agreement may be extended upon mutual consent of District and successful Bidder(s) for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, emailed, faxed, or delivered to the Bidder, the Bidder will execute and deliver to the Irvine Unified School District the Agreement within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the District, and will also furnish and deliver to the Irvine Unified School District certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, W-9, Technical Specification and Requirements, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the contract.

5. Communication conveying notice of award of the contract, requests for additional information, or other correspondence should be addressed to the Bidder stated below.

6. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Name(s) of primary contact(s) who will service this contract/account.

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. How many years of experience has Bidder had providing schools with technology equipment similar to that included in the scope of this Project?

9. Has Bidder or any of its principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a similar public project during the past three (3) years? Response must include information pertaining to principal's association outside of the firm bidding this Project.

Yes No

If Yes, provide name of public agency and details of the dispute: _____

10. The Bidder hereby warrants that the Bidder has all appropriate licenses and permits to provide the Equipment and perform the Work as specified in the Bid Documents and that such licenses and permits will be in force and effect throughout the duration of performance of any awarded contract. Bidder shall be nonresponsive if the Bidder is does not hold required licenses and permits.

11. The Bidder, whether manufacturer, supplier, distributor, reseller, or retailer, hereby certifies that the Equipment offered under this bid have been placed in regular commercial use and that adequate spare parts exist in the marketplace for the items sold.

12. In submitting this bid, the Bidder offers and agrees that if the bid 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 (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

13. The Bidder 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. It is understood and agreed that if requested by the District, the Bidder shall furnish a notarized financial statement, references, and other information required by the District that is sufficiently comprehensive to permit an appraisal of Bidder's ability to provide the Equipment and perform the Work.

15. **Time is of the essence.**

16. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the Bidder automatically nonresponsive.

17. Failure to complete the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certificate of Primary Participant Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Restriction on Lobbying, Piggyback Clause, and submit Manufacturer's letter(s) authorizing Bidder to sell in their entirety will render a Bidder nonresponsive.

18. **Bid prices are to include shipping, F.O.B. Irvine Unified School District, or as directed by the purchase order of said District, assembly, inside delivery, and any required installation.**

19. All prices on the Bid Form Pricing Sheet shall be incorporated herein as if fully set forth.

20. List of References. Please provide references of school districts and/or any public agencies that Bidder has contracted with to provide technology equipment and peripherals as required under Information for Bidders Section 32.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Equipment: _____

2. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Equipment: _____

3. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Equipment: _____

4. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Equipment: _____

5. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Equipment: _____

Bid No. 19/20-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS

BID FORM PRICING SHEET

Name of Bidder: _____

Website of Online Catalog: _____

All items shall be complete including applicable delivery, installation, and miscellaneous costs, but do not include California sales taxes in the quoted prices. Bidders must complete all items, or the bid submitted may be declared non-responsive. Note: This is NOT AN ORDER. If a Bidder will not bid on an item, it should write "No Bid" under the unit price.

Whenever any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "**or equal**", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, *subject to District approval*.

Should the Bidder wish to request prior to bid opening, any substitution for the materials, process, Work or Equipment **specified in the Short List**, the Bidder shall submit a written request to the District ***within the timeframe stated for Requests for Information (RFI's)***, in accordance with Information for Bidders Sections 9 and 19. Bidders submitting RFIs requesting substitutions of "or equal" products should include the line number, description, and manufacturer and model no. listed on the original Bid Documents, and the manufacturer and model no. of the proposed "or equal" product. Descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District.

For proposed **Catalog Discount Work and Equipment**, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers". Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.

Bid prices are to include all costs associated with the proposed Solution including, but not limited to, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and

costs of optional services and products. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation.

EXAMPLE

Line #	Description	Manufacturer & Model No.	Est. Qty (annual)	Unit Cost	Discount %	Extended Price Per Unit
1.a.	Example Company Chromebook 11"	Example Company, model no. 1234	1-499	\$250	5%	\$237.50
1.b.	Example Company Chromebook 11"	Example Company, model no. 1234	500-1,999	\$250	7%	\$232.50
1.c.	Example Company Chromebook 11"	Example Company, model no. 1234	2,000 - 4,999	\$250	10%	\$225.00
1.d.	Example Company Chromebook 11"	Example Company, model no. 1234	5,000+	\$250	13%	\$217.50

Short List Bid Items						
Line #	Description	Manufacturer & Model No.	Est. Qty (annual)	Unit Cost	Discount %	Extended Price Per Unit
1	HP Chromebook 11 G7 11.6"	6QY22UT#ABA	1			
2	Google Chrome Management Console License - Education	CROSSWDISEDU	1			
3	AVerCharge C36i+ Cart	CHRG36i+	1			
4	HP Laserjet Pro M404n	HP, W1A52A#BGJ	1			
5	HP Color LaserJet Enterprise M553n	HP, B5L24A#BGJ	1			
6	Cisco Catalyst 4500 Switch L3	WS-C4500X-16SFP+	1			

7	Cisco Catalyst 2960X Switch L2	WS-C2960X-48FPD-L	1			
8	Cisco Catalyst 3850 L2	WS-C3850-12X48U-L	1			
9	HP/Aruba Indoor Access Point AP-335	HPE, JW825A	1			
10	HP/Aruba Outdoor Access Point AP-375	HPE, JZ173A	1			
11	HP/Aruba AP/PEF/RFP license	HPE, JW619AAE	1			
12	Schneider Electric UPS 6KVA	SURTD6000RMXLP3U	1			
13	Epson PowerLite 975w	V11H835020	1			
14	Epson PowerLite 685w	V11H744520	1			
15	Epson ELPLP64 projector lamp	V13H010L64	1			
16	Aver CP3 75" Interactive Display	CP3-75i	1			
17	Samsung QB-R 65" Digital Signage Display	QB65R	1			
18	AVer F70W Wireless Doc Cam	VSIONF70W	1			
19	Lightspeed Topcat Access Speaker System	TCA-FF-M	1			
20	Installation Service - Lightspeed Topcat Access	N/A	1			
21	AtlasIED PoE+ Indoor Wall Mount Loudspeaker	IP-SDM	1			
22	Installation Service - AtlasIED Loudspeaker	N/A	1			

Catalog Discount:

Bidders may respond to line items with one catalog discount percentage for all brands/manufacturers. Catalog discounts will be based on Manufacturer's Suggested Retail Price as listed in manufacturer's or Bidder's online catalog. Bidders may include an attachment include additional brands/manufacturers offered.

EXAMPLE

	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
		YES	NO		
1.	Chromebooks, Brands may include, but are not limited to: Brand A, Brand B & Brand C.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brand A, Brand C, Brand D	_____20_____ % Catalog Discount

General Hardware Catalog Type Items

	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
		YES	NO		
23	Brand name items from computer hardware manufacturers. Brands may include, but are not limited to: Acer, Dell, HP, Lenovo, Microsoft, Toshiba, and any other Intel or AMD based computers and systems.	<input type="checkbox"/>	<input type="checkbox"/>		_____ % Catalog Discount
24	Computer and tablet peripherals, components, upgrades, accessories, and related equipment including all manufacturers' "optional" products and warranties. Including all manufacturers available to the Bidder.	<input type="checkbox"/>	<input type="checkbox"/>		_____ % Catalog Discount
25	Device storage and/or charging solutions. Brands may include, but are not limited to: Anywhere, Aver, Bretford, LocknCharge, Tripp Lite.	<input type="checkbox"/>	<input type="checkbox"/>		_____ % Catalog Discount
26	Digital cameras, lenses, lighting, microphones, drones, and related photography/videography peripherals, software, and accessories. Brands may include, but are not limited to: Canon, DJI, Panasonic, Sony.	<input type="checkbox"/>	<input type="checkbox"/>		_____ % Catalog Discount

27	Printers, toner, inkjet ink, accessories, and other related supplies. Brands may include, but are not limited to: Canon, Dell, Epson, HP, Konica-Minolta, Kyocera, Ricoh, Toshiba, Xerox.				_____% Catalog Discount
28	Cables and cable management solutions, including, but not limited to: HDMI, VGA, network cables and adapters, terminators, raceway, patch cables, video, audio, and power cables. Including all manufacturers available to the Bidder.				_____% Catalog Discount
Network, Data Center, and Security Catalog Type Items					
	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
		<u>YES</u>	<u>NO</u>		
29	Brand name items from network hardware manufacturers. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, HP ProCurve, Juniper, Ruckus, and any other managed or unmanaged hardware, component, or related devices available to Bidder.				_____% Catalog Discount
30	Wireless technology: including access points, controllers, mounts and enclosures, and any other components and peripherals. Brands may include, but are not limited to: HP/Aruba, Oberon, Ventev/Terrawave, Aerohive, Cisco, Ruckus				_____% Catalog Discount
31	Wireless management licenses and maintenance. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount
32	Server, storage, and virtualization hardware and peripherals, and licensing. Brands may include, but are not limited to: Cisco, HP, Dell, IBM, VMWare, Microsoft.				_____% Catalog Discount
33	Network management software or network access control. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount

34	Network security appliances and software including layer 7 Firewall, Content Filtering, log management (SEIM), Intrusion Defense and Prevention System (IDS, IPS), endpoint protection, SPAM and phishing protection. Brands may include, but are not limited to: iBoss, Palo Alto, Cisco, HP, Sonicwall, Symantec, CrowdStrike, Microsoft, Barracuda, Agari, Avanan.				_____ % Catalog Discount
35	Uninterruptible Power Supply (UPS). Brands may include, but are not limited to: Schneider Electric, APC, Tripp Lite				_____ % Catalog Discount
36	Safety systems which may include: networked surveillance, access control, and emergency alert systems, cameras, servers, software, and peripherals. Brands may include, but are not limited to: Axis, Avigilon, Cisco, Panasonic, and Entre.				_____ % Catalog Discount
37	Public Address and Clock/Bell/Loudspeaker systems. Brands may include, but are not limited to: Atlas, Bogen, Cisco, Ducane.				_____ % Catalog Discount
General Software Catalog Type Items					
	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
		<u>YES</u>	<u>NO</u>		
38	Major software publisher programs including licensing with media option or full packaged products. Academic discounts must be applied when available. Major software publishers may include, but are not limited to: Adobe, Google, and Microsoft.				_____ % Catalog Discount
Audio Visual Catalog Type Items					
	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
		<u>YES</u>	<u>NO</u>		
39	Projectors, lamps, mounts, and accessories. Brands may include, but are not limited to: Acer, BenQ, Epson, Optoma, Viewsonic.				_____ % Catalog Discount
40	Interactive displays, mounts, carts, and accessories. Brands may include, but are not limited to: Aver, Promethean, Samsung, Smart Technologies, Viewsonic.				_____ % Catalog Discount

41	Large format displays, mounts, carts and accessories. Brands may include, but are not limited to: LG, NEC, Panasonic, Samsung, Sharp, Bretford, Conen, Peerless, Tripp Lite.				_____% Catalog Discount
42	Document cameras and accessories. Brands may include, but are not limited to: Aver, Elmo, Epson, Hovercam, IPEVO.				_____% Catalog Discount
43	Integrated audio visual systems. Brands may include, but are not limited to: Extron, Crestron, Lightspeed, and FrontRow.				_____% Catalog Discount
44	Audio visual equipment including, but not limited to: microphones, speakers, sound boards, presenter equipment and accessories, and theater management tools from any manufacturer available to Bidder.				_____% Catalog Discount
Services					
	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
		YES	NO		
45	Configuration Services, including but not limited to: asset tagging, etching, memory or other component installations, imaging, software installation, or any other Configuration Lab type services.				_____% Catalog Discount
46	Engineering Services, including but not limited to: assessment, design, configuration, implementation, or diagnostic troubleshooting of wired or wireless networking, physical or virtual servers, Storage Area Network (SAN), backup or disaster-recovery solutions. Engineers preferred to be-experienced with: Cisco, Dell EMC, HP, NetApp, VMWare, Microsoft, and must be manufacturer certified.				_____% Catalog Discount
47	Audio Visual Installation Services, including but not limited to: projector/display mounting, low voltage cabling, speaker installation.				_____% Catalog Discount

*** Pricing and discounts reflected are a minimum discount, and additional discounts may be agreed upon by Bidder and District, depending on brands/manufacturers offered, volume purchases, and other promotions.**

Company Name: _____

Vendor Name: _____

Vendor Signature: _____ **Date:** _____

The undersigned hereby declares that all of the representatives of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signature: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

Partnership Name: _____
Signature: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____
Other Partner(s): _____

Corporation Name: _____
(a _____ Corporation)
Business Address: _____
Telephone: _____
Signature: _____, President Date: _____
Print Name: _____, President Date: _____
Signature: _____, Secretary Date: _____
Print Name: _____, Secretary Date: _____

A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venture Name: _____
Signature: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

Other Parties to Joint Venture

If an individual Name: _____
Signature: _____
Print Name: _____
Date: _____
Doing Business as: _____
Business Address: _____
Telephone: _____

If a Partnership Name: _____
Signature: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

If a Corporation Name: _____
(a _____ Corporation)
Signature: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____
Telephone: _____

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Cod Section 7106)

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], 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 _____ [Date], at _____ [City], _____ [State].

Signature

Print Name

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS

The _____
Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____
Firm name/principal

CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

CERTIFICATE OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf (name of offeror) of

_____ that:

(Firm Name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20__

By: _____
(Signature of authorized official)

(Title of authorized official)

PIGGYBACK CLAUSE

1. **Public Contract Code 20118.** Pursuant to Public Contract Code sections 20118 and 20652 (Community Colleges) Irvine Unified School District authorizes all other eligible public entities to piggyback on this bid, except for services. The responding Bidder authorizes this piggyback by signing below. Instead of listing all agencies and districts individually the Irvine Unified School District intentionally names all eligible public entities in total. The District further waives its right to have warrants issued in its favor.

2. **Participation.** Bidder agrees to extend the terms of the resulting contract to other public entities. Such participating government bodies shall make purchases in their own name, make payment directly to the Bidder, and be liable directly to the Bidder, holding Irvine Unified School District harmless.

3. Acceptance or rejection of this clause will not affect the outcome of this Bid.

- Yes, Piggyback Option Granted

- No, Piggyback Option Not Granted

Signature: _____ Date: _____

Print Name: _____

Title: _____

Company Name: _____

Address: _____

Email Address: _____

Telephone Number: _____

MANUFACTURER'S LETTER(S) AUTHORIZING BIDDER TO SELL

SAMPLE AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 20__, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as “District”), and _____, (successful Bidder, hereinafter referred to as “Contractor”).

The District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to comply with all the terms and conditions set forth in the Bid Documents for **Bid No. 19/20-01 IT, Technology Equipment and Peripherals**, including but not limited to the Notice Calling for Bid, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restrictions on Lobbying, Piggyback Clause, Manufacturer’s letter(s) authorizing Bidder to sell, Tobacco Use Policy, Worker’s Compensation Certificate, Drug-Free Workplace Certification, Notice Regarding Criminal Records Check, Criminal Records Check Certification, W-9, Insurance Certificates and Endorsements, Technical Specifications and Requirements, General Conditions, this Sample Agreement, and all modifications, addenda and amendments thereto by this reference incorporated herein (Bid Documents). The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Contractor shall timely perform everything required to be provided and performed, and shall provide, furnish and pay for all the shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, labor, materials, supplies, tools, equipment, utility, transportation services, and costs of optional services and products services required pursuant to this Agreement. All of said Work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet for each individual Project/purchase order activated under this unit price agreement, unless otherwise agreed in writing, in accordance with sections 35 and 36 of the Information for Bidders included in Irvine Unified School District Bid No. 19/20-01 IT. The cost shall be documented in the purchase order for each order of Equipment.

4. The initial term of the Agreement is through December 31, 2021. Term of the Agreement may be extended upon mutual consent of District and Contractor(s) for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code

section 17596 (K-12). The maximum term of the Agreement is five (5) years.

5. Time is of the essence.

6. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all Work under this Agreement by providing Contractor thirty (30) days prior written notice of termination, Contractor shall:

- (i) Cease operations as it applies to the District in the notice;
- (ii) Take any actions necessary, as the District may direct, for the protection and preservation of the Work; and
- (iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for technology equipment and peripherals (Work and Equipment as defined in RFP No. 19/20-01 IT) satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. The Work shall be commenced on or before the fifth (5th) day after receiving each District purchase order and shall be completed within the number of consecutive days (including punchlist items) negotiated between the District and Contractor for each Project activated under this unit price Agreement not to exceed sixty (60) days unless actually agreed upon.

8. The Equipment in this bid and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by the Irvine Unified School District, and shall be delivered F.O.B. Irvine Unified School District or as directed by the purchase order(s) of said District in the quantities specified on the purchase order(s). Purchase orders will be issued a reasonable time in advance of date of delivery. All Equipment furnished shall be subject to inspection and rejection by Irvine Unified School District for defects or non-compliance with the specifications. The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor.

Unless otherwise specified, if any Equipment is not delivered within sixty (60) days following issuance of a purchase order, or if any Contractor delivers any Equipment which does not confirm to the specifications, the District may, at its option, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider in accordance with law for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.

9. To the fullest extent permitted by law, the Contractor at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless the District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses,

anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Contractor, either directly or by independent contract, upon or in connection with the Work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the District.
- (b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the Work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.
- (c) Any act or omission by the Contractor or any of its officers, agents, employees, subcontractors, suppliers, and person performing any of the Work pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to the Work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with: failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders; any misrepresentations, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the Contractor in connection therewith; any breach of duty, obligation or requirement under the Project Documents; any failure to provide notice to any party as required under the Project Documents; any failure to act in such a manner as to protect the District and the Project from loss, cost, expense or liability.

The Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, Governing Boards, its officers, agents or employees, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against the District, Governing Board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents and/or Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole discretion determine whether such assurances are reasonable.

10. All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective Work and Equipment have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District. All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

11. While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

12. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of providing Equipment and Work until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of Equipment and Work covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." In addition, Contractor agrees to name District, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Contractor shall provide District with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

a. Contractor shall, at Contractor sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Work.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to in this Agreement shall not in any way limit the liability of the Contractor.

b. No later than ten (10) days from execution of this Agreement by the District and Contractor, and prior to commencing providing Equipment and Work under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

13. If Contractor is a corporation, the undersigned hereby represents and warrants that

the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

14. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

15. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

16. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

17. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.
- (2) If notice is given to Contractor, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.

18. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA.

19. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

20. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

21. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

22. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Irvine Unified School District
Board Approval Date

Date

Contractor's License No. (if applicable)

Tax ID No.
(Corporate Seal of Contractor,
if corporation)

TOBACCO USE POLICY

IRVINE UNIFIED SCHOOL DISTRICT
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Name of Contractor

Signature

Print Name

Title

Date

WORKER'S COMPENSATION CERTIFICATE

Labor Code section 3700.

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Name of Contractor

Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Agreement.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

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

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

Name of Contractor

Signature

Print Name

Title

Date

NOTICE REGARDING CRIMINAL RECORDS CHECK

EDUCATION CODE SECTION 45125.1

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The Contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Contractor shall certify in writing to the governing board of the school District that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Irvine Unified School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the Work I will be performing for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the Work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

TECHNICAL SPECIFICATIONS AND REQUIREMENTS:

As technology advances, it is understood that improved or enhanced equipment may supersede existing Equipment in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the awarded Agreement(s), to be included under the general umbrella of compatible product lines and are thus specifically included in these Bid Documents.

As new models are introduced in the future, this bid and the resulting Agreement(s) will allow purchases of those models. The price will be determined by the successful Bidder subtracting the same discount margin percentage to these models, as calculated on current models. Bidder may be required to produce list/price or manufacturer costs.

All sales of computer units must be from authorized dealers only, with proof provided by manufacturer.

The District may purchase (at its discretion) additional units throughout the life of the Agreement at the prices listed in successful Bidder's Bid Form Pricing Sheet, allowing only price increases reflecting original manufacturer's cost increases to the successful Bidder. Documentation may be required to prove price increase from the manufacturer to the successful Bidder.

Purchases by the Irvine Unified School District to the successful Bidder for awarded technology equipment and peripherals shall be in the form of a Purchase Order.

I understand and agree to all conditions listed above.

Name of Contractor

Signature

Print Name

Title

Date

W-9 FORM

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

GENERAL CONDITIONS

1. The purpose of this bid is to purchase technology equipment and peripherals (as needed) for various sites throughout the Irvine Unified School District.
2. ADD/ DELETE LOCATIONS: Irvine Unified School District is a growing District, therefore, the District reserves the right to add or delete locations at its discretion at any time throughout the term of this proposal.
3. NO MAXIMUM OR MINIMUM QUANTITIES: Quantities shown in the Bid Form Pricing Sheet are estimates only and the District does not guarantee that a minimum or maximum amount will be purchased. The District reserves the right to purchase more or less of the units specified at the unit cost bid.

The District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the Bidder.

4. TERM OF AGREEMENT: The initial term of the Agreement is through December 31, 2021. Term of the Agreement may be extended upon mutual consent of District and successful Bidder(s) for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.
5. PRICING: Bid prices are to include **shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products.** Quoted prices must stay in effect for the initial term of the Agreement .
6. EQUIPMENT QUOTING REQUIREMENTS: Successful Bidder(s) will be required to include the following information on quotes requested by the District:
 - (a) **Specified items listed on the Bid** must include the Bid Line Item Number for each item quoted.
 - (b) **Non-Specified items listed on Bid** as a catalog percentage discount must include the discount percentage taken off manufacturer's suggested retail price (MSRP) for each category quoted.
7. DELIVERIES: **Tailgating Deliveries will not be accepted.** Delivery shall be made as agreed upon by successful Bidder and District, within sixty (60) days after receipt of a purchase order, unless successful Bidder has made arrangements for a longer delivery period. Twenty-four (24) hour notice shall be given to District representative listed on the purchase order prior to any deliveries. When Equipment is ordered, delivered, assembled, and set in place, all shipping material shall be removed from site by Bidder.

8. PAYMENTS: Payments may be invoiced after actual delivery to the required destination.
9. CATALOG DISCOUNTS: The District requests the option to purchase additional items not individually listed in bid from Bidder's catalog. The District requests that Bidders list a percentage discount on Bidders entire technology equipment and peripherals in addition to the specific models of Equipment that are listed individually in this bid. Please state percent discount to deduct from MSRP at the designated place on the Bid Form Pricing Sheet. The discount will apply to the **current and future** MSRP at the time orders are placed. Bidder may offer different discounts for separate manufacturers of requested catalog categories. Bidder may include additional line items specifying the percentage discount for each manufacturer on the Bid Form Pricing Sheet. Bidders shall include a link to Bidder's online catalog on the Bid Form Pricing Sheet. The published catalog price must be verifiable during the course of each calendar year for the term of the Agreement for audit purposes. All discounted pricing will be subject to the same terms and conditions included in the Bid Documents. Any exceptions to across-the-board discounts off of MSRP should be submitted with Bid Documents.
10. PRICING: The quoted prices shall remain in effect for the initial term of the Agreement after award of bid, and thereafter for any one-year term extension(s). Compensation for all Equipment and Work provided under the terms of this Agreement shall be subject to adjustment annually to compensate for inflation. In the event that Bidder proposes to increase or decrease the rates for the technology equipment and peripherals as specified herein, the Bidder shall provide the District with a written price adjustment proposal on or before **October 15** of each year the Agreement is in force. The basis for such adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI), for Pacific Cities and U.S. City Average, for the period of August 1 through July 31 of the then current year, in the category All Urban Consumers, Los Angeles-Long Beach-Anaheim, as published in the Department of Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make adjustments as deemed by the District to be reasonable and fair. The adjusted rate shall be effective January 1 every year that the Agreement is in effect. Any such adjustment shall not result in an increase greater than five percent (5%) annually.
11. PRICE ADJUSTMENTS: The District must be notified of any changes in MSRP over the Agreement period within ten (10) days. In the event of a price decline, such lower prices are to be immediately extended to Irvine Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.
12. MANUFACTURER/AUTHORIZED RESELLER DISTRIBUTOR: Bidders must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information. For resellers/distributors, a manufacturer's

letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any Equipment or Work offered by the manufacturer through the Bidder named in the Bid Documents.

13. DISCONTINUED AWARDED LINE ITEMS: Successful Bidder(s) are required to immediately notify the Purchasing Department when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful Bidder (s) shall provide substantiating information when requesting consideration of a substitution as an equal.
14. WARRANTIES AND GUARANTEES: Successful Bidder(s) expressly warrant that the Equipment covered in this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.
15. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the bid and any resulting Agreements.
16. NO ASSIGNMENT: The successful Bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.
17. HAZARDOUS MATERIALS/SUBSTANCES: If any Equipment that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the Equipment presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the Contractor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.
18. FORCE MAJEURE CLAUSE: The parties of the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
19. HOLD HARMLESS/INDEMNIFY: The successful Bidder awarded the agreement will be required to indemnify and hold harmless the District, its Governing Board, officers,

agents, and employees as set forth in the Agreement. Bidder agrees, at its own expense, cost and risk, to indemnify, defend, and hold harmless the District, its Governing Board, officers, agents, and employees against any and all personal injuries, damages, liabilities, cost, suits, or expenses, including reasonable attorney fees, arising out of any act or omission or the condition of any property owned or controlled by the Bidder in the performance of this Agreement.

20. **NO WAIVER**: No waiver of a breach of any provision of the agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and successful Bidder to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof.
21. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**: Each and every provision of law and clause required by law to be inserted in these Bid Documents and resulting Agreement(s) shall be deemed to be inserted herein and the Bid Documents and Agreement(s) shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or not correctly inserted, then upon application of either party the agreement shall forthwith be physically amended to make such insertion or correction.
22. **SEVERABILITY**: If any provisions of the Bid Documents and/or Agreement(s) shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of these Bid Documents and/or Agreement(s), which shall remain valid and enforceable according to its term.
23. **DEFAULT**: If successful Bidder fails or neglects to furnish and/or deliver the specified Equipment or Work at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms and conditions of these Bid Documents in their entirety, the District reserves the right to cancel existing orders of Equipment and/or Work affected by such default, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider, in accordance with law, for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.
24. **DRIVING ON PREMISES**: The successful Bidder's representative driving motor vehicles on the District's school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., should be immediately reported to the Irvine Unified School District at (949) 936-5000.



BUSINESS SERVICES MEMORANDUM

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

FROM: Leslie Wagonseller
Executive Director Technology and Ed. Services

BOARD MEETING DATE: August 10, 2022

BOARD AGENDA ITEM: Approval of the Project Budget for the Elementary Schools Integrated Camera System

BACKGROUND: All elementary schools are in need of an integrated camera system.

During June we installed cameras at both junior high schools. We have been very happy with this system and would like a similar system at our elementary schools because they will improve safety and limit vandalism and theft.

The recommended solution (from CDW-G) is the use of Verkada's state-of-the-art cloud system. Verkada's video surveillance 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:

Alice Shaw:

1. (1) Verkada CD41-120E-HW Camera with 10-Year licensing
2. (7) Verkada CF81-30E-HW Camera with 10-Year licensing

Joe Nightingale:

3. (1) Verkada CD41-120E-HW Camera with 10-Year licensing
4. (8) Verkada CF81-30E-HW Camera with 10-Year licensing

Patterson Road:

5. (1) Verkada CD41-120E-HW Camera with 10-Year licensing
6. (7) Verkada CF81-30E-HW Camera with 10-Year licensing

Pine Grove:

7. (1) Verkada CD41-120E-HW Camera with 10-Year licensing
8. (7) Verkada CF81-30E-HW Camera with 10-Year licensing

Ralph Dunlap:

- 9. (1) Verkada CD41-120E-HW Camera with 10-Year licensing
- 10. (7) Verkada CF81-30E-HW Camera with 10-Year licensing

Olga Reed/Oak 8:

- 11. (1) Verkada CD41-120E-HW Camera with 10-Year licensing
- 12. (7) Verkada CF81-30E-HW Camera 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 our investment with this system. Installation will be coordinated with the MOT and Technology departments.

RECOMMENDATION: Staff recommends approval of the project budget for the Elementary Schools Integrated Camera System

FUNDING: General fund:

Equipment costs: \$127,157.28

Installation costs: \$93,310.00

Total cost of the project: \$220,467.28



STATEMENT OF WORK

Project Name:	Orcutt 6 Site Camera Install	Seller Representative: Jeff Bauman +1 (312) 705-8912 jbauman@cdw.com
Customer Name:	ORCUTT UNION SCHOOL DISTRICT	
CDW Affiliate:	CDW Government LLC	
Subcontractor:	EKC Enterprises, Inc.	Solution Architect:
Date:	August 03, 2022	
Drafted By	Liz Minarich	

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 that certain Agreement between CDW Government LLC and Irvine Unified School District # 19/20-01 IT dated January 1, 2020 (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.

PROJECT DESCRIPTION

PROJECT SCOPE

Work with Seller to install category 6 data cabling and IP Cameras at specified locations for Customer.

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

ALICE SHAW:

- (9) Category 6 data drops as specified from camera location to nearest MDF/IDF and terminate with keystone jack. (1) each to a total of (9) IP Camera locations. **(P)**
- (9) Verkada CF81-30E-HW or equal. #:
- (9) Verkada ACC-MNT-7 Angle Mount or equal. #:
- (9) Verkada LIC-5Y 5-Year Camera License or equal. #:

Camera Install Total: \$15,080.00

OLGA REED:

- Category 6 camera data drops to be provided by Customer construction. Provider to mount and aim cameras only.
- (6) Verkada CF81-30E-HW or equal. #:
- (6) Verkada ACC-MNT-7 Angle Mount or equal. #:

-
- (6) Verkada LIC-5Y 5-Year Camera License or equal. #:

NIGHTINGALE:

- (9) Category 6 data drops as specified from camera location to nearest MDF/IDF and terminate with keystone jack. (1) each to a total of (9) IP Camera locations. **(P)**
- (1) Verkada CD52E or equal. #:
- (8) Verkada CF81-30E-HW or equal. #:
- (1) Verkada ACC-MNT-2 Arm Mount or equal. #:
- (8) Verkada ACC-MNT-7 Angle Mount or equal. #:
- (1) Verkada ACC-MNT-8 Pendant Cap or equal. #:
- (9) Verkada LIC-5Y 5-Year Camera License or equal. #:

PINE GROVE:

- (7) Category 6 data drops as specified from camera location to nearest MDF/IDF and terminate with keystone jack. (1) each to a total of (7) IP Camera locations. **(P)**
- (2) Pole/Parapet mounts as specified. (1) each at FCAM-004 and FCAM-006. **(P)**
- (3) Verkada CD52E or equal. #:
- (6) Verkada CF81-30E-HW or equal. #:
- (2) Verkada ACC-MNT-2 or equal. #:
- (1) Verkada ACC-MNT-3 or equal. #:
- (6) Verkada ACC-MNT-7 Angle Mount or equal. #:
- (1) Verkada ACC-MNT-8 Pendant Cap or equal. #:
- (1) Verkada ACC-MNT-9 Gen 2 Pole Mount or equal. #:
- (9) Verkada LIC-5Y 5-Year Camera License or equal. #:

RALPH DUNLAP:

- (7) Category 6 data drops as specified from camera location to nearest MDF/IDF and terminate with keystone jack. (1) each to a total of (7) IP Camera locations. **(P)**
- (1) Verkada CD52E or equal. #:
- (7) Verkada CF81-30E-HW or equal. #:
- (1) Verkada ACC-MNT-3 or equal. #:
- (7) Verkada ACC-MNT-7 Angle Mount or equal. #:
- (8) Verkada LIC-5Y 5-Year Camera License or equal. #:

PATTERSON RD:

- (8) Category 6 data drops as specified from camera location to nearest MDF/IDF and terminate with keystone jack. (1) each to a total of (8) IP Camera locations. **(P)**
- (1) Verkada CD52E or equal. #:
- (8) Verkada CF81-30E-HW or equal. #:
- (1) Verkada ACC-MNT-2 or equal. #:
- (8) Verkada ACC-MNT-7 Angle Mount or equal. #:
- (1) Verkada ACC-MNT-8 Pendant Cap or equal. #:
- (9) Verkada LIC-5Y 5-Year Camera 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. Troubleshoot any existing data cabling/patch cords.
5. Paint/Patching of any kind.
6. 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 Seller's 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. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. 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 \$96,310.00.

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
Alice Shaw – Project Kickoff	9.78%	\$9,420.00
Alice Shaw - 100% Completion of Work	9.78%	\$9,420.00
Olga Reed – Project Kickoff	2.95%	\$2,850.00
Olga Reed - 100% Completion of Work	2.95%	\$2,850.00
Nightingale – Project Kickoff	9.82%	\$9,469.00
Nightingale - 100% Completion of Work	9.82%	\$9,469.00
Pine Grove – Project Kickoff	9.2%	\$8,860.00
Pine Grove - 100% Completion of Work	9.2%	\$8,860.00
Ralph Dunlap – Project Kickoff	8.92%	\$8,587.00
Ralph Dunlap - 100% Completion of Work	8.92%	\$8,587.00
Patterson Rd – Project Kickoff	9.33%	\$8,969.00
Patterson Rd – Project Kickoff	9.33%	\$8,969.00
Totals	100%	\$96,310.00

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

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

By: _____

By: _____

Name: Services Contracts Manager

Name: _____

Title: Services Contract Manager

Title: _____

Date: _____

Date: _____

Mailing Address:
200 N. Milwaukee Ave.
Vernon Hills, IL 60061

Mailing Address:
500 DYER ST BLDG C, ACCOUNTING OFFICE
ORCUTT, CA 93455-5300

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

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

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
MWWL531	8/4/2022	VERKADA EXPANSION	2033079	\$127,157.28

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
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)	44	6493702	\$1,253.00	\$55,132.00
Verkada CD52-E - network surveillance camera - dome - with 30 days onboard Mfg. Part#: CD52-256E-HW Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	6	6806704	\$916.00	\$5,496.00
Verkada Command - subscription license (10 years) - 1 camera Mfg. Part#: LIC-10Y Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	50	5651777	\$1,128.00	\$56,400.00
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)	4	5610590	\$55.00	\$220.00
Verkada ACC-MNT-3 - camera mounting kit Mfg. Part#: ACC-MNT-3 UNSPSC: 31162313 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	2	5610594	\$79.00	\$158.00
Verkada ACC-MNT-7 Aluminum Alloy Angle Mount - White Mfg. Part#: ACC-MNT-7 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	44	5839007	\$96.00	\$4,224.00
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)	4	5848629	\$43.00	\$172.00
Verkada ACC-MNT-9 - camera mounting adapter Mfg. Part#: ACC-MNT-9 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	2	6178935	\$133.00	\$266.00

PURCHASER BILLING INFO	SUBTOTAL	\$122,068.00
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Billing Address: ORCUTT UNION SCHOOL DISTRICT ACCOUNTING OFFICE 500 DYER ST BLDG C ORCUTT, CA 93455-5300 Phone: (805) 937-6345 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$5,089.28
	GRAND TOTAL	\$127,157.28
DELIVER TO Shipping Address: ORCUTT UNION SCHOOL DISTRICT 500 DYER ST BLDG C ORCUTT, CA 93455-5300 Phone: (805) 937-6345 Shipping Method: DROP SHIP-GROUND	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Jeff Bauman

(866) 339-3529

jbauman@cdw.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$122,068.00	\$3,239.68/Month	\$122,068.00	\$3,751.15/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 <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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BUSINESS SERVICES MEMORANDUM

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

FROM: Sandra Knight
Assistant Superintendent, Business Services

BOARD MEETING DATE: August 10, 2022

BOARD AGENDA ITEM: Resolution No. 3, Delegation of Authority and Authorized Signatures: District Personnel Approved to Release Commercial and Payroll Warrants

BACKGROUND: In order to proceed with normal District business, the Board must delegate district personnel who are authorized to release commercial and payroll warrants on behalf of Orcutt Union School District. Normally this is to be completed once a year, but due to personnel changes, it is being brought to the Board for authorization at this time.

RECOMMENDATION: Staff recommends that the Board of Trustees adopt Resolution No. 3 Delegation of Authority and approve the authorized signatures for release of commercial and payroll warrants as submitted.

FUNDING: This action does not require a funding source.

**RESOLUTION OF THE GOVERNING BOARD
DELEGATION OF GOVERNING BOARD POWERS DUTIES
AUTHORITY TO MAKE CASH AND BUDGET TRANSFERS**

Whereas, Education Code Section 35161 provides that “The governing board of any school district may execute any powers delegated by law to it or to the district of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the district of which it is the governing board...;” and

Whereas, Education Code Section 35161 further provides that the governing board “...may delegate to an officer or employee of the district any of those powers or duties. The governing board, however, retains ultimate responsibility over the performance of those powers or duties so delegated;” and

Whereas, the governing board of the Orcutt Union School District recognizes that, while the authority provided in Education Code Section 35161 authorizes the board to delegate any of its powers and duties, the governing board retains the ultimate responsibility over the performance of those powers and duties; and

Whereas, the governing board further recognizes that where other Education Code provisions authorize a delegation of authority for a specific purpose, but impose restrictions on such delegated authority, these restrictions must be observed;

Now, Therefore, Be It Resolved that, in accordance with the authority provided in Education Code Section 35161, the governing board of the Orcutt Union School District hereby delegates to the following officers or employees of the district, the authority to make cash and budget transfers between and within district funds as necessary for the payment of obligations of the district effective from the date this resolution is passed through the year-end accrual phase without submitting the transfers as part of a specific board resolution.

<p>Mary Andrade _____ Authorized District Employee/Officer</p>	<p>Sandra Knight _____ Authorized District Employee/Officer</p>
<p>_____ Authorized District Employee/Officer</p>	<p>_____ Authorized District Employee/Officer</p>

Passed and adopted this 10 day of August, 2022 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Board President’s Signature: _____ Date: ____/____/____

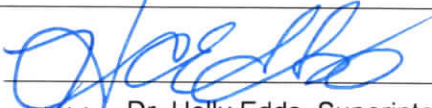
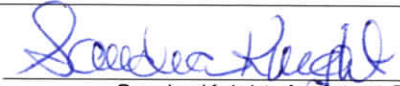

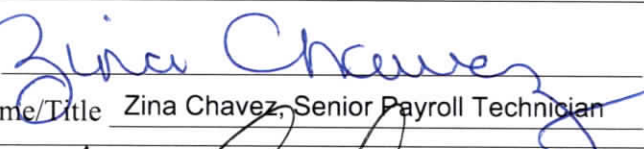

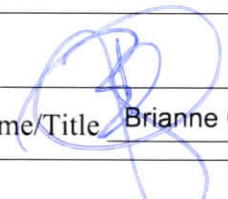
Note for Escape Financial System Users: The district must have an active employee with Escape access authorized to perform cash and budget transfers. This resolution is needed in order to grant activity permissions necessary to authorize certain budget and cash transfers (i.e., interfund cash transfers and deposits) in Escape.

REFERENCE:
K-12: EC§35161



AUTHORIZED SIGNATURES
DISTRICT PERSONNEL APPROVED BY THE SUPERINTENDENT
FOR RELEASE OF COMMERCIAL AND PAYROLL WARRANTS

DISTRICT: Orcutt Union School District

Signature <u></u> Typed Name/Title <u>Dr. Holly Edds, Superintendent</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Signature <u></u> Typed Name/Title <u>Sandra Knight, Assistant Superintendent, Business Services</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Signature <u></u> Typed Name/Title <u>Mary Andrade, Director Fiscal Services</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Signature <u></u> Typed Name/Title <u>Zina Chavez, Senior Payroll Technician</u>	<input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Signature <u></u> Typed Name/Title <u>Amy Lewton, Payroll Technician</u>	<input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Signature <u></u> Typed Name/Title <u>Anna Orca, Senior Accounting Technician</u>	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Payroll
Signature <u></u> Typed Name/Title <u>Brianne Guerrero, Accounting Technician</u>	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Payroll

I certify that the names and signatures above are authorized district personnel who may receive warrants on behalf of our district.

Superintendent's Signature: _____ Date: ____/____/____



**CHANGES TO AUTHORIZED SIGNATURES
DISTRICT PERSONNEL APPROVED BY THE SUPERINTENDENT
FOR RELEASE OF COMMERCIAL AND PAYROLL WARRANTS**

DISTRICT: Orcutt Union School District

ADDITIONS:

Signature <u><i>Mary Andrade</i></u>	<input checked="" type="checkbox"/> Commercial
Typed Name/Title <u>Mary Andrade, Director Fiscal Services</u>	<input checked="" type="checkbox"/> Payroll
Signature _____	<input type="checkbox"/> Commercial
Typed Name/Title _____	<input type="checkbox"/> Payroll
Signature _____	<input type="checkbox"/> Commercial
Typed Name/Title _____	<input type="checkbox"/> Payroll

DELETIONS:

Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Payroll
Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Payroll
Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Payroll

I certify that the above changes to authorized district personnel who may receive warrants on behalf of our district.

Superintendent's Signature: _____ Date: ____/____/____

Note: Please use this form if there are changes that occur after the organizational meeting in December.



**AUTHORIZED SIGNATURES
DISTRICT PERSONNEL APPROVED BY THE BOARD
TO ACT AS DISTRICT AGENTS**

DISTRICT: Orcutt Union School District

Signature <u><i>Holly Edds</i></u> Typed Name/Title <u>Dr. Holly Edds, Superintendent</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Contracts <input checked="" type="checkbox"/> Payroll
Signature <u><i>Sandra Knight</i></u> Typed Name/Title <u>Sandra Knight, Assistant Superintendent, Business Services</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Contracts <input checked="" type="checkbox"/> Payroll
Signature <u><i>Mary Andrade</i></u> Typed Name/Title <u>Mary Andrade, Director Fiscal Services</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Contracts <input checked="" type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll

I certify that the above individuals are authorized to act as agents of the governing board.

Board President Signature: _____ Date: ____/____/____

REFERENCE:
K-12: EC§42632, 42633, 17604
COMMUNITY COLLEGE: EC§85232, 85233, 85655

Note for Escape Financial System Users: The district must have an active employee with access to Escape in order to authorize accounts payable. This form is needed in order to grant activity permissions necessary to authorize payments in Escape.



**CHANGES TO AUTHORIZED SIGNATURES
DISTRICT PERSONNEL APPROVED BY THE BOARD
TO ACT AS DISTRICT AGENTS**

DISTRICT: Orcutt Union School District

ADDITIONS:

Signature <u><i>Mary Andrade</i></u> Typed Name/Title <u>Mary Andrade, Director Fiscal Services</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Contracts <input checked="" type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll

DELETIONS:

Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll
Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll

I certify that the above changes to authorized individuals to act as agents of the governing board.

Board President's Signature: _____ Date: ____/____/____

Note for Escape Financial System Users: The district must have an active employee with access to Escape in order to authorize accounts payable. This form is needed in order to grant activity permissions necessary to authorize payments in Escape.

REFERENCE:
 K-12: EC§42632, 42633, 17604
 COMMUNITY COLLEGE: EC§85232, 85233, 85655

Note: Please use this form if there are changes that occur after the organizational meeting in December.

ATTACHMENT G(1)



BUSINESS SERVICES MEMORANDUM

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

FROM: Sandra Knight
Assistant Superintendent, Business Services

BOARD MEETING DATE: August 10, 2022

BOARD AGENDA ITEM: Purchase of a Used District Vehicle

BACKGROUND: Maintenance, Operations and Transportation is in need of a used flatbed truck for the day to day district operations. Tim Romine, the District Lead Mechanic, solicited purchase prices from three automobile dealerships for trucks that would meet the requirements. All price quotes included fees, tax and licensing and were as follows:

YEAR	MAKE	MODEL	DEALERSHIP	PRICE
2017	Ford	F550	JW Trucks	\$54,750.00
2011	Ford	F550	Phoenixtruxx.com	\$49,999.00
2001	Ford	F550	Pacific Truck and 4x4 Sales	\$30,317.16

RECOMMENDATION: Staff recommends that the Board of Trustees approve the purchase of a 2001 Ford F550 for \$30,317.16 from Pacific Truck and 4x4 Sales as presented.

FUNDING: General Fund

Joseph Dana
Assistant Superintendent of Educational Services



For Board Meeting of August 11, 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 181 (2022), that contains significant revisions to the sections of the Education Code pertaining to independent study. Because AB 181 was an omnibus budget trailer bill, it took effect immediately, and school districts are compelled to have their boards approve the new independent study requirements in time for the 2022-2023 school year. We are basing our revisions on initial input from CSBA; please note that additional revisions may be needed when we receive CSBA's sample template for Board Policy 6158 in the weeks to come.

AB 181 eliminates previous language about independent study that was specific to the 2021-2022 school year. It also does the following:

- Specifies that when parents/guardians of students with disabilities request participation in independent study, Individualized Education Program (IEP) teams need to make the determination that these students can receive a free, appropriate public education (FAPE) through independent study
- Modifies the thresholds that trigger when a student enrolled in a traditional independent study program is subject to tiered reengagement strategies that could ultimately result in the student being referred back to classroom-based instruction
- Exempts students who are receiving specified clinical or medical treatments from requirements for live interaction and synchronous instruction

In association with AB 181, we also have revised the master agreements used for independent study in our district.

Recommendation

Staff recommends that the Board of Trustees approve the revised Board Policy 6158.

Fiscal Impact

None.

Independent Study

The 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.

The Superintendent or designee may provide a variety of independent study 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, and an online course.

~~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)~~

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

Instruction

BP 6158 (b)

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.

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~~ 20 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar

Instruction

BP 6158 (c)

2. Are found to be not participatory pursuant to Section 51747.5 for more than ~~the greater of three school days or 60~~ 50 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)

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 following are not required for students who participate in independent study due to necessary medical treatments or in-patient treatment for health care or substance abuse, if they are otherwise enrolled in regular classroom instruction and the district obtains proof of the need for medical care:

1. Tiered reengagement strategies under Education Code 51747 (d);
2. Daily synchronous instruction for grades TK-3 under Education Code 51747 (e); and
3. Plan to transition back to in-person instruction within five instructional days under Education Code 51747 (f).

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)~~

Instruction

BP 6158 (d)

~~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~~ **the parent or guardian may request a meeting. This request can be met via** 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)

If a student receives special education and related services and the individualized education program (IEP) team decides the student can receive a free appropriate public education (FAPE) in independent study, the certificated employee with responsibility for the student's special education programming must be a signatory to the written agreement. (Education Code 51747, 51749.6)

IEP teams must consider independent study placements for a special education student if requested by parents due to risks to the student's health of in-person instruction pursuant to Education Code 51745. The IEP team must make an individualized determination as to whether the student can be provided FAPE through independent study. A student's inability to work independently, need for adult support, or receipt of special education or related services, shall not preclude the IEP team from making such a determination. (Education Code 51745)

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)

~~However, for the 2021-2022 school year only,~~ **The** district shall obtain a signed written agreement from each student participating in an independent study **or course-based independent study** program ~~for any length of time, no later than 30 days after~~ **prior to** the first day of instruction in ~~the an~~ independent study program **of 15 days or longer. For an independent study or course-based program of less than 15 days, a signed written agreement must be obtained within 10 days of the beginning of the first day of the student's enrollment. (Education Code 51747, 51749.6)**

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 work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
~~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
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.
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.
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~~ **only if the IEP team has determined that FAPE can be provided and** 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 in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

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

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 student's parent/guardian may request a meeting. This request can be met via** ~~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

Instruction

BP 6158 (j)

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 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)

Instruction

BP 6158 (k)

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.

EDUCATION CODE

17289 Exemption for facilities

41976.2 Independent study programs; adult education funding 42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools 46200-46208 Instructional day and year

46300-46300.6 Methods of computing ADA

47612.5 Independent study in charter schools 48204 Residency

48206.3 Home or hospital instruction; students with temporary disabilities 48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students 48917 Suspension of expulsion order

49011 Student fees

51225.3 Requirements for high school graduation 51745-51749.3 Independent study programs 56026 Individuals with exceptional needs

FAMILY CODE

6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study 19819 State audit compliance

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

COURT DECISIONS

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

Instruction

BP 6158 (1)

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: ~~02/09/2022~~ 8/11/2022

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



ORCUTT Union School District

HUMAN RESOURCES MEMORANDUM

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: August 10, 2022

RE: Variable Term Waiver for School Psychologist

BACKGROUND: On April 25, 2022, the District posted a Notice of Vacancy on the District website, EdJoin, and sent an email to all staff advertising the need for a School Psychologist. The District received two applications. Both candidates were interviewed and one was hired. The District had three School Psychologists resign. A review of caseloads supports the need of additional School Psychologists. On May 23, 2022, the District posted a Notice of Vacancy on the District website, EdJoin and sent an email to all staff advertising the need for four School Psychologists. Inquiries with local universities for potential candidates were made and the previously interviewed candidate was contacted, but had already taken another position. The District received four applications. One is fully credentialed and three are intern eligible candidates. Interviews were held and the fully credentialed candidate was hired. Receiving no additional applications, the District moved to hire all three of the intern candidates and a retired School Psychologist consultant who will mentor, oversee the interns, and provide support as needed.

One intern candidate, Tuba Abbasi, is a student in an out of state program and cannot be issued a California Intern Credential. She was recently married and her husband has been relocated to Vandenberg AFB. Her university has verified that Tuba has completed all practicum and only needs to complete the clinical hours to be awarded her School Psychologist credential from the University of Tennessee, Chattanooga. Tuba earned a Bachelor's degree in Human Communication from CSU Monterey Bay, a Master's degree in Special Education from Loyola Marymount University and obtained a California Education Specialist credential for Mild/Mod disabilities. She has experience as a Special Education Teacher, Behavioral Intervention Trainer and Restorative Justice Classroom Coordinator. Tuba is a great fit for our District and once she completes the clinical hours and earns the out of state credential, she will apply for an equivalent CA credential.

We are requesting the Variable Term Waiver for the entire 2022-23 school year as it is the only option to employ Tuba in CA while she finishes her clinical hours. The State of California does require Board approval for this waiver.

RECOMMENDATION: It is recommended that the Board approve the Variable Term Waiver for Tuba Abbasi in the area of School Psychologist for the 2022-23 school year.

FUNDING: N/A



ORCUTT Union School District

HUMAN RESOURCES MEMORANDUM

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: August 10, 2022

RE: Waiver of Credential Authorization

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

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

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

Education Code Section 44258.2 used in Resolution No. 1 pertains to the holder of any secondary credential to teach, with his or her consent, classes in middle school if the teacher has completed 12 semester units or 6 upper division units of coursework in the subject matter he or she is assigned.

RECOMMENDATION: It is recommended that the Board of Trustees approve Resolution No. 1, Waiver of Credential Authorization for the four teachers based on Title 5 Code Section 80020.4, three teachers based on Ed Code 44256(b) and one teacher based on Ed Code 44258.2.

FUNDING: N/A

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California 93455

2022-23 RESOLUTION NO. 1
WAIVER OF CREDENTIAL AUTHORIZATION

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

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

WHEREAS, Education Code Section 44256(b) allows the Governing Board to authorize by resolution, the holder of a Multiple Subject or Standard Elementary Teaching Credential to teach, with his or her consent, any subject in departmentalized classes below grade 9 if the teacher has completed 12 semester units, or 6 upper division or graduate semester units of coursework at an accredited institution, in each subject to be taught; and

WHEREAS, Education Code Section 44258.2 allows the Governing Board to authorize by resolution, the holder of a secondary-type credential to teach, with his or her consent, classes in a middle school if the teacher has completed 12 semester units, or 6 upper division units in the subject to be taught; and

WHEREAS, the teachers named below meet the requirements of Title 5 Code Section 80020.4, Education Code Section 44256(b), or Education Code Section 44258.2.

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of the Orcutt Union School District hereby authorizes the following teachers to teach in the indicated subject areas for the 2022-23 school year:

Katherine Adler	Teacher on Special Assignment
Cher Manich	Teacher on Special Assignment
Julie Slovek	Teacher on Special Assignment
Aniko Taubenheim	Teacher on Special Assignment
Joslyn Hodson	English
Jacqueline LeChuga	Science
Christopher Schmidt	Physical Education
Patrick Trotter	Science



ORCUTT Union School District

HUMAN RESOURCES MEMORANDUM

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: August 10, 2022

RE: Waiver of Credential Authorization

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

Education Code Section 44263 used in Resolution No. 2 pertains to the holder of any teaching credential to teach, with his or her consent, any subject in a departmentalized class in grades TK-12 if the teacher has completed 18 semester units or 9 upper division units of coursework at an accredited institution in the subject matter he or she is assigned.

RECOMMENDATION: It is recommended that the Board of Trustees approve Resolution No. 2, Waiver of Credential Authorization for the one teacher with a single subject credential and Bachelor's Degree (more than 18 semester units of coursework) in the subject matter assigned based on Ed Code 44263.

FUNDING: N/A

ORCUTT ACADEMY CHARTER SCHOOLS
Orcutt, California 93455

2022-23 RESOLUTION NO. 2
WAIVER OF CREDENTIAL AUTHORIZATION

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

WHEREAS, Education Code Section 44263 allows the Governing Board to authorize by resolution, the holder of any teaching credential to teach, with his or hers consent, any subject in a departmentalized class in grades TK-12 if the teacher has completed 18 semester units or 9 upper division units in the subject; and

WHEREAS, the teacher named below meet the requirements of Education Code 44263.

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of the Orcutt Union School District and Charter Academy Schools hereby authorizes the following teachers to teach in the indicated subject areas for the 2022-23 school year:

Jenny Hubbard

Business (Accounting/Finance)

PASSED AND ADOPTED by the Board of Trustees of the Orcutt Union School District and Charter Academy Schools, Santa Barbara County, California, this 10th day of August 2022 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

]

]

President, Board of Trustees

2022-23 RESOLUTION NO. 2
WAIVER OF CREDENTIAL AUTHORIZATION
Page 2

I, Shaun Henderson, Clerk of the Board of Trustees of the ORCUTT UNION SCHOOL DISTRICT AND CHARTER ACADEMY SCHOOLS, hereby certify that the foregoing is a true copy of a resolution duly and legally adopted as a consent action item by the District's Governing Board at a legal meeting of said Board duly and regularly held on August 10, 2022 and that said resolution has not been revoked.

Clerk, Board of Trustees



ORCUTT Union School District

HUMAN RESOURCES MEMORANDUM

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: August 10, 2022

RE: Cal Poly State University Supervised Fieldwork and Student Teaching Agreement

BACKGROUND: Cal Poly State University is requesting approval of the Supervised Fieldwork and 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 Cal Poly State University Supervised Fieldwork and Student Teaching Agreement with the Orcutt Union School District.

FUNDING: N/A

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University, noted below, all of which are hereinafter called State University, and the School or School District, noted below, hereinafter called the School District:

WITNESSETH

WHEREAS, The School District is authorized to enter into agreements with the State University, to provide Field Experience and Student Teaching assignments to students enrolled in teacher and other educator preparation curricula of the State University; and

WHEREAS, any such agreement provides benefits to both parties in terms of the preparation of new, qualified teachers and other educators for California schools; and

WHEREAS, any such agreement will not provide for any payment for services rendered by the School District; and

WHEREAS, it has been determined between the parties hereto that State University will provide general liability insurance coverage on Teaching Candidates as outlined below;

NOW, THEREFORE, it is mutually agreed between the State University and the School District as follows:

SPECIAL PROVISIONS

The State University and the School District are as follows:

CALIFORNIA POLYTECHNIC STATE UNIVERSITY, SAN LUIS OBISPO

and

Orcutt Union School District

The TERM of Agreement is from August 1, 2022 to June 30, 2023.

GENERAL TERMS

The District shall provide to State University students, Field Experiences and Student Teaching assignments in schools and classes of the District as set forth below. Such assignments shall be in schools or classes of the District, and under the direct supervision and instruction of employees of the District, as agreed upon by the District and the State University.

The matching of a Teacher Candidate to appropriate Field Experiences and Student Teaching assignments must be a collaborative process between the school district and the SOE program.

The District may, for good cause, refuse to accept for Field Experience or Student Teaching any student of the State University assigned in the District. Upon request of the District, the State University, with good cause, shall terminate the assignment of any student of the State University placed in the District. Good cause, as used herein, shall be determined by the District in its sole discretion, after conferring with the State University. Nothing in this Agreement shall be regarded as creating employment or employment rights for the involved students.

"Student Teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of qualified teaching personnel at the assigned school site.

“Field Assignments” as used herein and elsewhere in this agreement means observation and occasional participation in the duties and functions of classroom teaching, including special education; guidance counseling; administration; reading and literacy; and other curriculum and instruction under the direct supervision and instructions of employees of the District.

2. Patterns of Field Assignments and Student Teaching are outlined below:

Multiple Subject:

- **Clinical Experience I (4 units):**
The 4 unit assignment consists of two full days per week for 10-11 weeks (or equivalent, subject to change depending on needs of the program or district).
- **Clinical Experience II (8 units):**
The 8 unit assignment consists of three full days per week for 10-11 weeks (or equivalent, subject to change depending on needs of the program or district).
- **Clinical Experience III (12 units):**
The 12 unit assignment consists of a five-day, full-day, field assignment for 10-11 weeks.

Single Subject:

- **Clinical Experience I – Early Start/Practicum (4 units):**
The 4 unit assignment consists of approximately 15-20 hours per week, or equivalent, subject to change depending on needs of the program or district. Early Start begins when instruction commences at the school site and is typically 5 half days (3 hours) plus 5 additional hours to be determined by the CT and TC. Practicum begins when instruction commences at Cal Poly and is typically two full days per week.
- **Clinical Experience II (8 units):**
The 8 unit assignment consists of five half days per week for 10-11 weeks (or equivalent, subject to change depending on needs of the program or district).
- **Clinical Experience III (12 units):**
The 12 unit assignment consists of a five-day, full-day, field assignment for 10-11 weeks.

Special Education:

- **Field Experiences in Special Education (4 units):**
The 4-unit assignment consists of a blend of two full days per week at the Primary/Major Placement, and one full day per week at the Secondary/Minor placement (or equivalent, subject to change depending on needs of the program or district).
- **Special Education Student Teaching (8 units):**
The 8-unit assignment consists of five full days per week for 10-11 weeks.

Educational Leadership and Administration Placements:

- **Administrative Services Fieldwork (9 units):**
The 9-units will consist of three 10-11 week assignments. Assignments include supervised fieldwork in school administration for supervision at the elementary and secondary level and must involve some multicultural experience.

3. For Multiple Subject, Single Subject, Agriculture Education, and Special Education programs, the scope of Field Assignments and Student Teaching is significantly informed by the California Commission on Teacher Credentialing provisions outlined in the document “**Guidance on Clinical Practice and Supervision of Preliminary Multiple and Single Subject Teaching Candidates**” and by the **Cal Poly School of Education Clinical Practice Handbook**. By signing the Field

Assignment and Student Teaching Agreement, the District agrees to enable the Teacher Candidate to complete field experiences in line with state and program requirements, including:

- A minimum of 600 hours of supervised clinical experience in the field assignment setting, with at least 200 hours of “solo or co-teaching”.
 - All experiences performed under the guidance and supervision of a Cooperating Teacher (unless approved and guided by the SOE, or as part of an established substitute teaching policy).
 - Appropriate activities for field assignments and student teaching include: observations of classroom teaching (in classrooms selected or approved by the SOE); guided and supervised teaching of whole class, small groups, or other direct contact with students; co-planning time with the Cooperating Teacher for lessons that the candidate will deliver; working with Cooperating Teacher to grade, analyze student work, reflect on lessons, or plan for the needs of individual students; engaging with professional learning communities, grade level, and department meetings.
 - Ineligible activities for field assignments and student teaching include: supervision of extracurricular activities.
 - Required “solo or co-teaching” includes activities in which the Teacher Candidate is substantially involved in planning or co-planning lessons, delivering lessons, and assessing or grading student work. The Candidate is expected to fully participate within the school environment and experience and understand the full range of activities and responsibilities of being a teacher of record.
 - Placements must provide the candidate with experiences that allow him or her to practice and acquire the knowledge and skills included in the Teacher Performance Expectations (TPEs).
 - Placements must provide the candidate with experiences implementing curriculum that is aligned with California’s adopted content standards and frameworks.
 - Placements must provide the candidate with significant exposure to school settings that reflect the full diversity of California public schools, including: robust support for students from a variety of language backgrounds; inclusiveness for students with disabilities; and (to the extent possible) socioeconomic and cultural diversity.
 - Placements must be with a qualified Cooperating Teacher who holds a clear California teaching credential in the subject area being taught; has at least 3 years of experience; and possesses knowledge of the California Standards for the Teaching Profession, as well as current trends and best practices in education. The Cooperating Teacher must be available to participate in 10 hours of initial orientation to SOE programs, effective supervision, adult learning theory, and instructional practices.
 - Placements must have a fully qualified site administrator who holds at least a preliminary administrative services credential.
 - Placements must provide the candidate with support to complete required Clinical Practice Observations and the Teacher Performance Assessment (edTPA). This may include supporting the candidate in evidence gathering and video capture, and support for obtaining media releases and permissions.
4. A single assignment of a student of the State University to Field Experience or Student Teaching in schools or classes of the District shall be, at the discretion of the State, for approximately 10-11 weeks (18 weeks for Agriculture or designated programs). Student may be given more than one assignment by the State University in such schools or classes within the same District.
- The assignment of a student of the State University to Student Teaching in the District shall be deemed to be effective for purposes of this agreement no later than the first date of each State University quarter, or secondary school semester for Agriculture or designated programs.
5. The signed Field Assignment and Student Teaching Agreement will be returned by the District to the State University no later than June 1 of the current year.

COVID-19 ACKNOWLEDGEMENT

The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, the District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the State University of that fact.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The State University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Teaching Candidates, and naming School District as an additional named insured under such insurance policy or policies. Further, State University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate throughout the course of this Agreement.

Further, State University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. State University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of State University and instructors working at School District pursuant to this Agreement at all times during the course of this Agreement.

State University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, State University hereby agrees that not less than thirty (30) days prior to the effective date of termination of State University's current insurance coverage or termination of this Agreement, State University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of State University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The State University is permissibly self-insured through the State of California for automobile liability and Workers Compensation insurance.

The School District shall be named as an additional insured or covered party on the liability coverages maintained by the State University set forth above, and such coverages shall be secondary to any coverages maintained by the School District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the School District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Teaching Candidate or State University employees while they are on the premises of the School District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the internship placement sites. State University shall provide written notice to each Teaching Candidate regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

State University shall defend, indemnify and hold School District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

School District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the School District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree the prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.
8. Notwithstanding any other provisions of this agreement, the State University shall not be obligated by this agreement to pay the District any amount for any other services rendered.

CAL POLY SCHOOL *of* EDUCATION

Field Experience and Student Teaching Agreement



STATE OF CALIFORNIA

Trustees of the California State University

By _____

Dr. J. Kevin Taylor, Director
School of Education
College of Science and Mathematics

By _____

Ashley Sangster
Lead Procurement Specialist
Strategic Business Services Cal
Poly San Luis Obispo

By _____

Dr. Holly Edds
Superintendent
Orcutt Union School District