



Regular Board Meeting

10/24/2023 05:30 PM

921 Fox Lane
San Jose, CA 95131
Multi-Purpose Room

AGENDA

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 - a. Public to Address the Board on Closed Session Agenda 8
Any member of the public may address the Board of Trustees on the Closed Session Agenda. Discussion is limited to three (3) minutes per speaker, and twenty (20) minutes in total.
 - i. Convene to Closed Session 9
 - I. Superintendent Evaluation 10
 - II. Conference with labor negotiator: Agency Negotiator Dr. Jeff Bowman - Employee Organization: OTA 11
 - ii. Announcements - Report on Closed Session 12
5. Communication - Employee Organizations (OTA/SEIU) 13
6. Public Comments 14
Any member of the public may address the Board of Trustees on a non-agenda item. Discussion is limited to three (3) minutes per speaker, and twenty (20) minutes in total. The Board of Trustees may ask questions or give direction to the staff, but may not make comments, discuss or take action.
7. Consent Agenda 15
All the items listed under the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion, unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Agenda.
 - a. Approve Minutes from the Regular Board Meeting on October 10, 2023  16
 - b. Approve District's Financial Activities for August 2023  20

| | |
|--|------------|
| c. Approve District's Financial Activities for September 2023 | 35 |
| 8. Teaching and Learning | 57 |
| 9. Discuss Facilities Master Plan | 58 |
| 10. Resolution No. 091223-3 - A Resolution of the Board of Trustees of the Orchard School District (Santa Clara County, California) Election of 2001 General Obligation Bonds, Series C, and Actions Related Thereto | 59 |
| 11. 2023 - 24 Comprehensive School Safety Plan Orchard School District Staff will provide an update regarding the Orchard School District Comprehensive School Safety Plan, which is comprised of the Attendance, Wellness, and Emergency plans. This item will give the staff the opportunity to present items where the Board may want to discuss or ask questions on the topic presented. | 90 |
| 12. Superintendent's Report | 151 |
| 13. Future Meetings and Agenda Items <ul style="list-style-type: none">• Next Regular Board Meeting Tuesday, November 14, 2023• Next Regular Board Meeting Tuesday, December 12, 2023• Pending 2024 Board Meeting Calendar• Topics for Future Meetings | 152 |
| 14. Board Reports | 153 |
| 15. Adjournment | 154 |

1. Call to Order/ Roll Call

2. Pledge of Allegiance

3. Approval of the Agenda

Type

Action
Procedural

Recommendation

It is recommended that the Board of Trustees approve the Agenda agenda as it stands.

4. Closed Session

4. a. Public to Address the Board on Closed Session Agenda

Quick Summary / Abstract

Any member of the public may address the Board of Trustees on the Closed Session Agenda. Discussion is limited to three (3) minutes per speaker, and twenty (20) minutes in total.

4. a. i. Convene to Closed Session

4. a. i. I. Superintendent Evaluation

Summary

The purpose of the meeting is for the superintendent to inform the board of his progress on the strategic direction of the district aligned with his goals within his evaluation.

**4. a. i. II. Conference with labor negotiator: Agency Negotiator Dr. Jeff Bowman - Employee
Organization: OTA**

4. a. ii. Announcements - Report on Closed Session

5. Communication - Employee Organizations (OTA/SEIU)

6. Public Comments

Quick Summary / Abstract

Any member of the public may address the Board of Trustees on a non-agenda item. Discussion is limited to three (3) minutes per speaker, and twenty (20) minutes in total.

The Board of Trustees may ask questions or give direction to the staff, but may not make comments, discuss or take action.

7. Consent Agenda

Type


Action
Consent

Quick Summary / Abstract

All the items listed under the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion, unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Agenda.

Recommendation


It is recommended that the Board of Trustees approve the Consent Agenda as it stands.

7. a. Approve Minutes from the Regular Board Meeting on October 10, 2023 

Type

Action
Consent

Supporting Documents

 Regular Board Meeting - 10-10-2023 - Meeting Minutes

MEETING MINUTES

Attendees

Voting Members

Karl Jacobson, Board Member
Katherine Kasolas-Jacobson, Board Member
Renee Lo, Clerk
Diana Nazari, Board Member
Jeff Tang, President

1. Call to Order/ Roll Call

2. Pledge of Allegiance

3. Approval of the Agenda

Motion made by: Karl Jacobson

Motion seconded by: Renee Lo

Voting:

Karl Jacobson - Yes

Katherine Kasolas-Jacobson - Yes

Renee Lo - Yes

Diana Nazari - Not Present

Jeff Tang - Yes

4. Closed Session

a. Public to Address the Board on Closed Session Agenda

Ms. McCarthy addressed the Board on the closed session item regarding negotiations. She discussed the slow progression of the negotiations and had some concerns regarding the room that was being used for the negotiations. Next, she presented a petition of support from the members of the OTA in regards to their bargaining team.

i. Convene to Closed Session

I. Superintendent Evaluation

II. Conference with labor negotiator: Agency Negotiator Dr. Jeff Bowman - Employee
Organization: OTA

ii. Announcements - Report on Closed Session

There was nothing to report from the closed session.

5. Communication - Employee Organizations (OTA/SEIU)

Ms. McCarthy addressed the Board and expressed excitement that there were families in attendance.

Ms. Mayorga discussed negotiations for the upcoming SEIU. She urged the Board for a three-year contract and expressed excitement towards the large parent crowd attending the meeting. She also discussed how translation services could be beneficial for families wishing to attend the meetings.

6. Public Comments

Mr. Ram provided feedback from his students and stated he would like an improved field made of artificial turf for students to play on.

Ms. Ashka addressed the Board about safety issues with the quality of the current field. She highlighted the open holes in the field and animal use.

7. Consent Agenda

Motion made by: Karl Jacobson

Motion seconded by: Renee Lo

Voting:

Karl Jacobson - Yes

Katherine Kasolas-Jacobson - Yes

Renee Lo - Yes

Diana Nazari - Not Present

Jeff Tang - Yes

a. Approve Personnel Items

b. Approve Minutes from the Regular Board Meeting on August 15, 2023

c. Approve Minutes from the Regular Board Meeting on September 12, 2023

8. Parent Teacher Association President Update

Ms. Virginia Campos highlighted the work of the Parent Teacher Association. She shared photos and programs from the beginning of the school year. She also discussed some of the upcoming events at Orchard.

9. Teaching and Learning

Ms. Bowman discussed professional development for staff and highlighted some upcoming training for teachers.

10. Discuss Facilities Master Plan

The Board discussed the facilities master plan and the priority of the projects listed.

11. Board Office Hours

The Board discussed a possible need or want for open office hours.

12. Superintendent's Report

Superintendent Bowman gave a brief report to the Board and thanked the community for their attendance.

13. Future Meetings and Agenda Items

14. Board Reports

The Board was excited to have so many families in attendance. They thanked the staff for their presentations.

15. Adjournment

7. b. Approve District's Financial Activities for August 2023

Type

Action
Consent

Summary

Summary of Expenditures and Vendor Warrants Issued:

Total Vendor Warrants Issued for August 2023 - \$173,215
Total Purchase Orders Issued for August 2023 - \$1,104,601
Total Payroll Warrants Issued for August 2023 - \$266,397

Financial Impact

See Summary Above (Detail Attached)

Recommendation

It is Recommended that the Board of Trustees Approve the District's Financial Activities for August 2023.

Supporting Documents



August Financial Summary

ORCHARD SCHOOL DISTRICT

Monthly Financial Summary Report

Expenditures for August 2023

FINANCIAL SUMMARY

| Fund | Description | Object Code and Description | | Amount |
|---------------------------------|----------------------|------------------------------------|------------------------|----------------|
| 010 | General Fund | 1xxx-2xxx | Salaries | \$ 150,880 |
| | | 3xxx | Benefits | \$ 109,054 |
| | | 4xxx-5xxx | Supplies and Materials | \$ 139,600 |
| | | Total | | |
| 060 | Restricted Programs | 1xxx-2xxx | Salaries | \$ 11,622 |
| | | 3xxx | Benefits | \$ 8,632 |
| | | 4xxx-5xxx | Supplies and Materials | \$ 356 |
| | | Total | | |
| 080 | Special Education | 1xxx-2xxx | Salaries | \$ 48,944 |
| | | 3xxx | Benefits | \$ 32,333 |
| | | 4xxx-5xxx | Supplies and Materials | \$ 9,539 |
| | | Total | | |
| 130 | Cafeteria | 1xxx-2xxx | Salaries | \$ 14,566 |
| | | 3xxx | Benefits | \$ 7,085 |
| | | 4xxx-5xxx | Supplies and Materials | \$ - |
| | | Total | | |
| 140 | Deferred Maintenance | 1xxx-2xxx | Salaries | \$ 45,581 |
| | | 3xxx | Benefits | \$ 23,267 |
| | | 4xxx-5xxx | Supplies and Materials | \$ 46,065 |
| | | Total | | |
| Total Financial Expenses | | | | 647,524 |

ACCOUNTS PAYABLE

Total Warrants Issued \$ 173,215

PURCHASE ORDERS

Total Purchase Order Issued \$ 1,104,601

PAYROLL

Employee Payroll Counts 115

Total Gross Payroll \$ 266,397

010 GENERAL FUND

| P.O.# | VENDOR NAME | DESCRIPTION | AMOUNT | SITE NAMES |
|------------|--------------------------------|------------------------|------------|-------------------------|
| 240015 | AMERICAN FIDELITY ASSURANCE | INSURANCE | 40,000.00 | ORCHARD SCHOOL DISTRICT |
| 244046 | APPLE INC. | TECH | 48,834.38 | ORCHARD SCHOOL DISTRICT |
| 240016 | AT&T/MCI | PHONES | 14,000.00 | ORCHARD SCHOOL DISTRICT |
| 244044 | BREATHE FOR CHANGE, INC | TRAINING | 1,790.00 | ORCHARD SCHOOL DISTRICT |
| 240021 | CORODATA SHREDDING INC. | SHREDDING | 600.00 | ORCHARD SCHOOL DISTRICT |
| 244032 | NEARPOD INC. | SUBSCRIPTION | 3,980.40 | ORCHARD SCHOOL DISTRICT |
| 240011 | ODP BUSINESS SOLUTIONS, LLC | SUPPLIES | 12,500.00 | ORCHARD SCHOOL DISTRICT |
| 244029 | ODP BUSINESS SOLUTIONS, LLC | SCHOOL SUPPLY ORDER | 3,075.98 | ORCHARD SCHOOL DISTRICT |
| 240019 | PG&E | UTILITIES | 200,000.00 | ORCHARD SCHOOL DISTRICT |
| 244028 | PITNEY BOWES | POSTAGE - RESERVE ACCT | 2,500.00 | ORCHARD SCHOOL DISTRICT |
| 244030 | POWERSCHOOL GROUP LLC | ENROLLMENT | 6,509.00 | ORCHARD SCHOOL DISTRICT |
| 244043 | POWERSCHOOL GROUP LLC | subscription | 1,008.00 | ORCHARD SCHOOL DISTRICT |
| 244034 | ROCHESTER 100, INC | SUPPLIES | 1,690.70 | ORCHARD SCHOOL DISTRICT |
| 244033 | SAN JOAQUIN COUNTY OFFICE OF E | ONBOARDING | 800.00 | ORCHARD SCHOOL DISTRICT |
| 244024 | SAN JOSE WATER COMPANY | WATER UTILITIES | 40,000.00 | ORCHARD SCHOOL DISTRICT |
| 244023 | SANTA CLARA COUNTY OFF. PRINT | ENGAGE NY | 14,071.54 | ORCHARD SCHOOL DISTRICT |
| 244041 | SANTA CLARA COUNTY OFF. PRINT | PRINT SERVICES | 1,066.41 | ORCHARD SCHOOL DISTRICT |
| 244035 | SCHOOLS FOR SOUND FINANCE | MEMBERSHIP | 1,000.00 | ORCHARD SCHOOL DISTRICT |
| 240009 | SEIU LOCAL 521 | UNION DUES | 25,000.00 | ORCHARD SCHOOL DISTRICT |
| 244027 | TEACHERS SYNERGY LLC | RESOURCES | 5,525.00 | ORCHARD SCHOOL DISTRICT |
| 240008 | US BANK | CREDIT CARD | 120,000.00 | ORCHARD SCHOOL DISTRICT |
| TOTAL FUND | | | 543,951.41 | |

060 RESTRICTED PROGRAMS

| P.O.# | VENDOR NAME | DESCRIPTION | AMOUNT | SITE NAMES |
|------------|--------------------------|-------------|----------|-------------------------|
| 244031 | ACCELERATE LEARNING INC. | MATERIALS | 5,715.81 | ORCHARD SCHOOL DISTRICT |
| 244039 | FOLLETT SCHOOL SOLUTIONS | BOOKS | 2,363.45 | ORCHARD SCHOOL DISTRICT |
| TOTAL FUND | | | 8,079.26 | |

031 ORCHARD
August PO Report 2023

P.O. BOARD REPORT

J64298 POX600 L.00.00 10/19/23 PAGE 3
CUTOFF DATES: 08/01/2023 TO 08/31/2023

080 SPECIAL EDUCATION

| P.O.# | VENDOR NAME | DESCRIPTION | AMOUNT | SITE NAMES |
|--------|--------------|-------------|----------|-------------------------|
| 240017 | LUYEN TROUNG | SETTLEMENT | 4,500.00 | ORCHARD SCHOOL DISTRICT |
| | | TOTAL FUND | 4,500.00 | |

088 STUDENT ACTIVITY SPEC REVENUE

| P.O.# | VENDOR NAME | DESCRIPTION | AMOUNT | SITE NAMES |
|--------|---------------------|-------------|-----------|-------------------------|
| 240010 | STARTING ARTS, INC. | ARTS | 15,825.00 | ORCHARD SCHOOL DISTRICT |
| | | TOTAL FUND | 15,825.00 | |

140 DEFERRED MAINTENANCE

| P.O.# | VENDOR NAME | DESCRIPTION | AMOUNT | SITE NAMES |
|------------|--------------------------------|-------------------------|------------|--------------------------|
| 244038 | BOSCO COMPANY | FACILITIES | 7,374.00 | ORCHARD SCHOOL DISTRICT |
| 244037 | COLD STORAGE REFRIGERATION INC | REFRIDGERATION | 552.34 | ORCHARD SCHOOL DISTRICT |
| 244042 | HARRY L. MURPHY INC. | WALK OFF CARPET | 20,270.00 | ORCHARD SCHOOL DISTRICT |
| 244036 | HARRY L.MURPHY, INC. | FLOORING | 13,850.00 | ORCHARD SCHOOL DISTRICT |
| 240018 | HOME DEPOT CREDIT SERVICES | FACILITIES | 8,750.00 | ORCHARD SCHOOL DISTRICT |
| 240014 | JAHN PLUMBING INC. | PLUMBING | 10,000.00 | ORCHARD SCHOOL DISTRICT |
| 244025 | KELLY SPICERS | GYM FLOOR MAINTENANCE | 7,357.49 | ORCHARD SCHOOL DISTRICT |
| 240013 | MIRANDA'S LANDSCAPE INC. | LANDSCAPE | 48,000.00 | ORCHARD SCHOOL DISTRICT |
| 240012 | PIONEER LIQUID TRANSPORT INC | GREASE TRAP MAINTENANCE | 600.00 | ORCHARD SCHOOL DISTRICT |
| 240020 | WESTERN ALLIED | HVAC | 11,000.00 | ORCHARD SCHOOL DISTRICT |
| 244026 | WESTERN ALLIED | HVAC REPAIRS | 3,307.48 | * Location not on file * |
| TOTAL FUND | | | 131,061.31 | |

211 BUILDING G.O. BOND #1

| P.O.# | VENDOR NAME | DESCRIPTION | AMOUNT | SITE NAMES |
|--------|------------------|--------------------|--------------|-------------------------|
| 244045 | BLUUM USA, INC. | audio and visual | 25,989.00 | ORCHARD SCHOOL DISTRICT |
| 244047 | NINYO & MOORE | GEOTECHNICAL EVALS | 14,300.00 | ORCHARD SCHOOL DISTRICT |
| 240022 | VERDE DESIGN INC | FACILITIES | 360,896.00 | ORCHARD SCHOOL DISTRICT |
| | | TOTAL FUND | 401,185.00 | |
| | | TOTAL DISTRICT | 1,104,601.98 | |

| FUND | | AMOUNT |
|------|-------------------------------|--------------|
| 010 | GENERAL FUND | 543,951.41 |
| 060 | RESTRICTED PROGRAMS | 8,079.26 |
| 080 | SPECIAL EDUCATION | 4,500.00 |
| 088 | STUDENT ACTIVITY SPEC REVENUE | 15,825.00 |
| 140 | DEFERRED MAINTENANCE | 131,061.31 |
| 211 | BUILDING G.O. BOND #1 | 401,185.00 |
| | TOTAL DISTRICT | 1,104,601.98 |

Report title: August Board Warrant Report

With account detail: N
Date issued range: 08/01/2023 - 08/31/2023
Warrant number range: -
Sort by: Warrant #

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|---|------------|--|-------------------------|
| 31 | <31011272> Canceled PO233120 | 08/10/2023 | FORMATIVE TEACHING MATERIALS | |
| | | | | Sub total: < 3,177.75 > |
| 31 | <31011319> Canceled PV300032 | 08/10/2023 | HILL, STEPHANIE ACCOUNTS PAYABLE | |
| | | | | Sub total: < 110.82 > |
| 31 | <31011321> Canceled PV300031 PV300029 PV300028 PV300026 PV300024 PV300023 | 08/10/2023 | JACOBSON, KARL ACCOUNTS PAYABLE ACCOUNTS PAYABLE ACCOUNTS PAYABLE ACCOUNTS PAYABLE ACCOUNTS PAYABLE ACCOUNTS PAYABLE | |
| | | | | Sub total: < 664.92 > |
| 31 | 31011700 CL300019 | 08/15/2023 | BROWN INDUSTRIES INC A/P - YEAR END ACCRUALS | |
| | | | | Sub total: 582.75 |
| 31 | 31011701 PV400007 PV400006 | 08/15/2023 | OCCUPATIONAL HEALTH CENTERS CA PROF/CONSULTING OPERATE EXP PROF/CONSULTING OPERATE EXP | |
| | | | | Sub total: 183.00 |
| 31 | 31011702 PO244028 | 08/15/2023 | PITNEY BOWES GLOBAL FINACIAL POSTAGE - RESERVE ACCT | |
| | | | | Sub total: 2,500.00 |
| 31 | 31011703 PO244030 | 08/15/2023 | POWERSCHOOL GROUP LLC ENROLLMENT | |
| | | | | Sub total: 6,509.00 |
| 31 | 31011704 PO240004 PO240004 | 08/15/2023 | REPUBLIC SERVICES #915 GARBAGE AND RECYCLE GARBAGE AND RECYCLE | |
| | | | | Sub total: 1,854.08 |
| 31 | 31011705 CL300010 | 08/15/2023 | ROBIN & VIVIAN PHOU A/P - YEAR END ACCRUALS | |
| | | | | Sub total: 11,516.00 |
| 31 | 31011706 PO244024 PO244024 PO244024 | 08/15/2023 | SAN JOSE WATER COMPANY WATER UTILITIES WATER UTILITIES WATER UTILITIES | |
| | | | | Sub total: 8,794.80 |
| 31 | 31011707 PV400008 | 08/15/2023 | SANTA CLARA COUNTY OF ED PROF/CONSULTING OPERATE EXP | |
| | | | | Sub total: 572.25 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|--|------------|---|---------------------|
| 31 | 31011708 PO240009 | 08/15/2023 | SEIU LOCAL 521 UNION DUES | |
| | | | | Sub total: 628.77 |
| 31 | 31011709 PV400005 PV400004 | 08/15/2023 | SODEXO INC & AFFILIATES PROF/CONSULTING OPERATE EXP PROF/CONSULTING OPERATE EXP | |
| | | | | Sub total: 3,279.36 |
| 31 | 31011710 PO240010 | 08/15/2023 | STARTING ARTS, INC. ARTS | |
| | | | | Sub total: 2,000.00 |
| 31 | 31011711 PO240008 | 08/15/2023 | US BANK CREDIT CARD | |
| | | | | Sub total: 3,192.92 |
| 31 | 31011712 CL300018 | 08/15/2023 | VONGCHANTHA, NANCY A/P - YEAR END ACCRUALS | |
| | | | | Sub total: 159.92 |
| 31 | 31011713 CL300012 CL300013 CL300012 CL300013 | 08/15/2023 | XEROX CORPERATION PRINTING PRINTING A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS | |
| | | | | Sub total: 2,639.10 |
| 31 | 31011714 PO240015 PO240015 PO240015 PO240015 | 08/22/2023 | AMERICAN FIDELITY ASSURANCE INSURANCE INSURANCE INSURANCE INSURANCE | |
| | | | | Sub total: 486.66 |
| 31 | 31011715 PO240006 | 08/22/2023 | AMERICAN FIDELTIY CONTRACT SERVICES | |
| | | | | Sub total: 2,053.45 |
| 31 | 31011716 PO240016 PO240016 | 08/22/2023 | AT&T/MCI PHONES PHONES | |
| | | | | Sub total: 2,224.36 |
| 31 | 31011717 PO244038 | 08/22/2023 | BOSCO COMPANY FACILITIES | |
| | | | | Sub total: 7,374.00 |
| 31 | 31011718 PO244037 | 08/22/2023 | COLD STORAGE REFRIGERATION INC REFRIDGERATION | |
| | | | | Sub total: 552.34 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|--|------------|--|-------------|
| 31 | 31011719 PO240021 | 08/22/2023 | CORODATA SHREDDING, INC SHREDDING | |
| | | | Sub total: | 37.00 |
| 31 | 31011720 PO244036 | 08/22/2023 | HARRY L. MURPHY INC. FLOORING | |
| | | | Sub total: | 13,850.00 |
| 31 | 31011721 CL300020 CL300020 | 08/22/2023 | HEINEMANN A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS | |
| | | | Sub total: | 1,378.66 |
| 31 | 31011722 PO240018 PO240018 PO240018 PO240018 PO240018 PO240018 PO240018 | 08/22/2023 | HOME DEPOT CREDIT SERVICES FACILITIES FACILITIES FACILITIES FACILITIES FACILITIES FACILITIES | |
| | | | Sub total: | 1,545.61 |
| 31 | 31011723 PO240014 | 08/22/2023 | JAHN PLUMBING INC. PLUMBING | |
| | | | Sub total: | 1,201.07 |
| 31 | 31011724 PV400009 | 08/22/2023 | LEADER SERVICES PROF/CONSULTING OPERATE EXP | |
| | | | Sub total: | 255.30 |
| 31 | 31011725 PO240013 | 08/22/2023 | MIRANDA'S LANDSCAPE INC. LANDSCAPE | |
| | | | Sub total: | 3,270.00 |
| 31 | 31011726 PO240019 PO240019 | 08/22/2023 | PG&E UTILITIES UTILITIES | |
| | | | Sub total: | 28,032.07 |
| 31 | 31011727 PO240012 | 08/22/2023 | PIONEER LIQUID TRANSPORT INC GREASE TRAP MAINTENANCE | |
| | | | Sub total: | 300.00 |
| 31 | 31011728 PO244034 | 08/22/2023 | ROCHESTER 100, INC SUPPLIES | |
| | | | Sub total: | 1,690.70 |
| 31 | 31011729 PO244033 | 08/22/2023 | SAN JOAQUIN COUNTY OFFICE OF E ONBOARDING | |
| | | | Sub total: | 800.00 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|--|------------|---|-------------|
| 31 | 31011730 PO244035 | 08/22/2023 | SCHOOL SERVICES OF CALIFORNIA MEMBERSHIP | |
| | | | Sub total: | 1,000.00 |
| 31 | 31011731 PO240022 | 08/22/2023 | VERDE DESIGN INC FACILITIES | |
| | | | Sub total: | 42,960.00 |
| 31 | 98058871 PO244025 | 08/15/2023 | KELLY SPICERS GYM FLOOR MAINTENANCE | |
| | | | Sub total: | 7,357.49 |
| 31 | 98058872 PO244029 PO244029 PO244029 PO244029 | 08/15/2023 | ODP BUSINESS SOLUTIONS, LLC SCHOOL SUPPLY ORDER SCHOOL SUPPLY ORDER SCHOOL SUPPLY ORDER SCHOOL SUPPLY ORDER | |
| | | | Sub total: | 3,149.25 |
| 31 | 98058873 PO244008 | 08/15/2023 | ORKIN PEST CONTROL | |
| | | | Sub total: | 298.99 |
| 31 | 98058874 PO244011 | 08/15/2023 | SCHOOL SERVICES OF CALIFORNIA fiscal services | |
| | | | Sub total: | 375.00 |
| 31 | 98058875 PO244026 | 08/15/2023 | WESTERN ALLIED HVAC REPAIRS | |
| | | | Sub total: | 3,307.48 |
| 31 | 98059105 PO240003 PO240003 PO240003 | 08/22/2023 | KELLY SPICERS FACILITIES SUPPLIES FACILITIES SUPPLIES FACILITIES SUPPLIES | |
| | | | Sub total: | 6,062.01 |
| 31 | 98059106 PO240011 PO240011 | 08/22/2023 | ODP BUSINESS SOLUTIONS, LLC SUPPLIES SUPPLIES | |
| | | | Sub total: | 1,651.93 |
| 31 | 98059107 PO244008 | 08/22/2023 | ORKIN PEST CONTROL | |
| | | | Sub total: | 298.99 |
| 31 | 98059108 PO240020 | 08/22/2023 | WESTERN ALLIED HVAC | |
| | | | Sub total: | 1,245.00 |
| | | | Total Warrants Issued: | 177,169.31 |
| | | | Total Warrants Canceled: | 3,953.49 |
| | | | Total Warrants (Issued - Canceled): | 173,215.82 |

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

| | | | | | |
|--------------------|-----|----------------------------------|----|--------------------------|--------|
| RECEIVING WARRANTS | 19 | GETTING PAID FIRST TIME | 10 | RET SYSTEM 1/3 OPTION: P | %0.000 |
| APD TO CU | 0 | TERMINATED GETTING PAID | 0 | RET SYSTEM 2/4 OPTION: X | %7.000 |
| APD TO CHECKING | 93 | STARTING APD CHECKING NEXT MONTH | 10 | FICA OPTION: | |
| APD TO SAVINGS | 3 | STARTING APD SAVINGS NEXT MONTH | 0 | | |
| ----- | | GETTING PAID BALANCE OF CONTRACT | 0 | | |
| TOTAL GETTING PAID | 115 | | | | |

PAYROLL TOTALS

| SALARY GROSS | | DAILY GROSS | | HOURLY GROSS | | HOURLY AND DAILY GROSS | | TOTAL GROSS | |
|--------------|--------------|-------------|-------------|--------------|-------------|------------------------|-------------|-------------|--------------|
| NML | 211,756.12 | NML | 0.00 | NML | 0.00 | NML | 0.00 | NML | 211,756.12 |
| ADJ | 0.00 | ADJ | 0.00 | ADJ | 0.00 | ADJ | 0.00 | ADJ | 0.00 |
| ----- | | ----- | | ----- | | ----- | | ----- | |
| ADJ NML | 211,756.12* | ADJ NML | 0.00* | ADJ NML | 0.00* | ADJ NML | 0.00* | ADJ NML | 211,756.12* |
| DEGN | 1,530.30 | DEGN | 0.00 | DEGN | 0.00 | DEGN | 0.00 | DEGN | 1,530.30 |
| SPC | 249.99 | SPC | 0.00 | SPC | 484.38 | SPC | 484.38 | SPC | 734.37 |
| CSH | 5,763.63 | CSH | 0.00 | CSH | 0.00 | CSH | 0.00 | CSH | 5,763.63 |
| BRDN | 600.00 | BRDN | 0.00 | BRDN | 0.00 | BRDN | 0.00 | BRDN | 600.00 |
| HR | 0.00 | HR | 0.00 | HR | 22,865.75 | HR | 22,865.75 | HR | 22,865.75 |
| DLY | 0.00 | DLY | 12,252.87 | DLY | 0.00 | DLY | 12,252.87 | DLY | 12,252.87 |
| VAC | 7,619.47 | VAC | 0.00 | VAC | 0.00 | VAC | 0.00 | VAC | 7,619.47 |
| LOGN | 1,671.19 | LOGN | 0.00 | LOGN | 0.00 | LOGN | 0.00 | LOGN | 1,671.19 |
| EDI | 238.64 | EDI | 0.00 | EDI | 0.00 | EDI | 0.00 | EDI | 238.64 |
| OT1 | 0.00 | OT1 | 0.00 | OT1 | 1,365.14 | OT1 | 1,365.14 | OT1 | 1,365.14 |
| TOTAL OT | 0.00* | TOTAL OT | 0.00* | TOTAL OT | 1,365.14* | TOTAL OT | 1,365.14* | TOTAL OT | 1,365.14* |
| NON-NML | 17,673.22* | NON-NML | 12,252.87* | NON-NML | 24,715.27* | NON-NML | 36,968.14* | NON-NML | 54,641.36* |
| TOTAL | 229,429.34** | TOTAL | 12,252.87** | TOTAL | 24,715.27** | TOTAL | 36,968.14** | TOTAL | 266,397.48** |

TOTAL NUMBER HOURS WORKED: 709.00 TOTAL NUMBER DAYS WORKED: 27.00

| | | | | | | | | |
|-----------------|-----------------|---------------|---------------|---------------|---------------|----------------|-------------|----------|
| GROSS | FED IMP | GROSS | NTX GROSS | TSA | RET-TS | FED TAX GROSS | FIT | AFIT |
| 266,397.48 | | 0.00 | 33.40 | 1,700.00 | 20,601.63 | 244,062.45 | 21,994.36 | 1,735.00 |
| SIT | ASIT | OASDI GROSS | OASDI | MEDI GROSS | MEDICARE | DEF-MEDI GROSS | DEF-MEDI | |
| 8,030.47 | 15.00 | 207,950.66 | 12,892.93 | 266,364.08 | 3,862.29 | 0.00 | 0.00 | |
| SURV-BEN | SDI | EIC | STRS SUBJ | STRS | PERS SUBJ | PERS | DED | |
| 0.00 | 0.00 | 0.00 | 58,178.42 | 5,949.54 | 188,051.20 | 14,652.09 | 266,423.09- | |
| NET | ADJ (+) | ADJ (-) | OASDI EMPR | MEDI EMPR | STRS EMPR | PERS EMPR | | |
| 461,988.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| STATE IMP GROSS | STATE TAX GROSS | STRS (C) | STRS (P) | STRS (O) | PERS (C) | PERS (P) | PERS (O) | |
| 0.00 | 244,062.45 | 2,821.57 | 3,127.97 | 0.00 | 2,744.17 | 11,907.92 | 0.00 | |
| STRS/SUBJ (C) | STRS/SUBJ (P) | STRS/SUBJ (O) | PERS/SUBJ (C) | PERS/SUBJ (P) | PERS/SUBJ (O) | STRS/SUBJ DBS | STRS DBS | |
| 27,527.34 | 30,651.08 | 0.00 | 39,202.20 | 148,849.00 | 0.00 | 0.00 | 0.00 | |

ndsfn jasdn

7. c. Approve District's Financial Activities for September 2023 

Type

Action
Consent

Summary

Summary of Expenditures and Vendor Warrants Issued:

Total Vendor Warrants Issued for September 2023 - \$916,003
Total Purchase Orders Issued for September 2023 - \$693,659
Total Payroll Warrants Issued for September 2023 - \$874,185

Financial Impact

See Summary Above (Detail Attached)

Recommendation

It is Recommended that the Board of Trustees Approve the District's Financial Activities for September 2023.

Supporting Documents



September Financial Summary

ORCHARD SCHOOL DISTRICT

Monthly Financial Summary Report

Expenditures for September 2023

FINANCIAL SUMMARY

| Fund | Description | Object Code and Description | | Amount |
|---------------------------------|----------------------|------------------------------------|------------------------|------------------|
| 010 | General Fund | 1xxx-2xxx | Salaries | \$ 568,880 |
| | | 3xxx | Benefits | \$ 199,283 |
| | | 4xxx-5xxx | Supplies and Materials | \$ 240,883 |
| | | Total | | |
| 060 | Restricted Programs | 1xxx-2xxx | Salaries | \$ 48,566 |
| | | 3xxx | Benefits | \$ 14,315 |
| | | 4xxx-5xxx | Supplies and Materials | \$ 113,247 |
| | | Total | | |
| 080 | Special Education | 1xxx-2xxx | Salaries | \$ 179,584 |
| | | 3xxx | Benefits | \$ 66,473 |
| | | 4xxx-5xxx | Supplies and Materials | \$ 6,494 |
| | | Total | | |
| 130 | Cafeteria | 1xxx-2xxx | Salaries | \$ 13,841 |
| | | 3xxx | Benefits | \$ 7,196 |
| | | 4xxx-5xxx | Supplies and Materials | \$ 24,925 |
| | | Total | | |
| 140 | Deferred Maintenance | 1xxx-2xxx | Salaries | \$ 44,732 |
| | | 3xxx | Benefits | \$ 22,679 |
| | | 4xxx-5xxx | Supplies and Materials | \$ 49,571 |
| | | Total | | |
| Total Financial Expenses | | | | 1,600,669 |

ACCOUNTS PAYABLE

Total Warrants Issued \$ 916,003

PURCHASE ORDERS

Total Purchase Order Issued \$ 693,659

PAYROLL

Employee Payroll Counts 111

Total Gross Payroll \$ 874,185

010 GENERAL FUND

| P.O.# | VENDOR NAME | DESCRIPTION | AMOUNT | SITE NAMES |
|------------|-------------------------------|-------------------------|------------|-------------------------|
| 240033 | ASSOCIATED VALUATION SERVICES | SERVICES | 1,925.76 | ORCHARD SCHOOL DISTRICT |
| 240030 | CAPILI,REGALADO | TECH | 87,000.00 | ORCHARD SCHOOL DISTRICT |
| 244055 | CATAPULT K12 | WEBSITE | 3,635.20 | ORCHARD SCHOOL DISTRICT |
| 244053 | DREAMBOX LEARNING, INC | LICENSES | 22,450.00 | ORCHARD SCHOOL DISTRICT |
| 244050 | ESGI | SUBSCRIPTION | 468.00 | ORCHARD SCHOOL DISTRICT |
| 244060 | ESGI | LICENSE | 234.00 | ORCHARD SCHOOL DISTRICT |
| 244049 | FRESH & NATURAL INC. | PD | 452.45 | ORCHARD SCHOOL DISTRICT |
| 244040 | GOPHER SPORT | PE EQUIPMENT | 5,163.71 | ORCHARD SCHOOL DISTRICT |
| 240025 | HOPSKIPDRIVE INC. | STUDENT TRANSPORTATION | 80,000.00 | ORCHARD SCHOOL DISTRICT |
| 244072 | HOUGHTON MIFFLIN HARCOURT | LICENSES | 3,380.00 | ORCHARD SCHOOL DISTRICT |
| 240023 | LOZANO SMITH LLP | LEGAL SERVICES | 60,000.00 | ORCHARD SCHOOL DISTRICT |
| 240029 | MAYHEW, JAMIE L. | SERVICES | 15,000.00 | ORCHARD SCHOOL DISTRICT |
| 244058 | PITNEY BOWES | POSTAGE | 482.02 | ORCHARD SCHOOL DISTRICT |
| 240031 | PITNEY BOWES GLOBAL FIN SERV | LEASE - POSTAGE MACHINE | 2,000.00 | ORCHARD SCHOOL DISTRICT |
| 240032 | SANTA CLARA COUNTY OFF. PRINT | BUSINESS CARDS | 2,500.00 | ORCHARD SCHOOL DISTRICT |
| 244057 | SANTA CLARA COUNTY OFF. PRINT | PRINT SERVICES | 1,066.41 | ORCHARD SCHOOL DISTRICT |
| 244069 | SCHOLASTIC INC. | SUBSCRIPTION | 1,739.47 | ORCHARD SCHOOL DISTRICT |
| 244056 | SCHOOL SERVICES OF CALIFORNIA | FISCAL SERVICES | 800.00 | ORCHARD SCHOOL DISTRICT |
| 244068 | TEXAS LIFE INSURANCE COMPANY | INSURANCE | 6,498.20 | ORCHARD SCHOOL DISTRICT |
| 244059 | TOTAL SCHOOL SOLUTIONS | SERVICES | 20,000.00 | ORCHARD SCHOOL DISTRICT |
| 240024 | XEROX | COPIER SERVICES | 31,000.00 | ORCHARD SCHOOL DISTRICT |
| 244051 | ZANER-BLOSER INC | SPELLING | 2,539.35 | ORCHARD SCHOOL DISTRICT |
| TOTAL FUND | | | 348,334.57 | |

060 RESTRICTED PROGRAMS

| P.O.# | VENDOR NAME | DESCRIPTION | AMOUNT | SITE NAMES |
|--------|--------------------------------|-------------|----------|-------------------------|
| 244061 | LEXIA LEARNING SYSTEMS LLC | TRAINING | 4,250.00 | ORCHARD SCHOOL DISTRICT |
| 244064 | Open Up Resources | CONSUMABLES | 3,904.71 | ORCHARD SCHOOL DISTRICT |
| 244065 | TCI TEACHERS' CURRICULUM INST. | CONSUMABLES | 624.75 | ORCHARD SCHOOL DISTRICT |
| | | TOTAL FUND | 8,779.46 | |

088 STUDENT ACTIVITY SPEC REVENUE

| P.O.# | VENDOR NAME | DESCRIPTION | AMOUNT | SITE NAMES |
|--------|----------------------------|-------------|----------|-------------------------|
| 244062 | SCCESJHCA | league dues | 450.00 | ORCHARD SCHOOL DISTRICT |
| 244063 | SCHOLASTIC BOOK FAIRS - 10 | BOOK FAIR | 1,925.68 | ORCHARD SCHOOL DISTRICT |
| 244052 | SHINE ON SHIRTS | PE UNIFORMS | 2,325.00 | ORCHARD SCHOOL DISTRICT |
| | | TOTAL FUND | 4,700.68 | |

130 CAFETERIA

| P.O.# | VENDOR NAME | DESCRIPTION | AMOUNT | SITE NAMES |
|--------|-------------------------|---------------|------------|-------------------------|
| 244066 | EMS LINQ INC | POS | 1,000.64 | ORCHARD SCHOOL DISTRICT |
| 240027 | SODEXO INC & AFFILIATES | FOOD SERVICES | 260,000.00 | ORCHARD SCHOOL DISTRICT |
| 240028 | SODEXO INC & AFFILIATES | DAIRY SUPPLY | 27,657.25 | ORCHARD SCHOOL DISTRICT |
| | | TOTAL FUND | 288,657.89 | |

140 DEFERRED MAINTENANCE

| P.O.# | VENDOR NAME | DESCRIPTION | AMOUNT | SITE NAMES |
|------------|-------------------------------|--------------------|-----------|-------------------------|
| 244067 | GREENWASTE RECOVERY INC. | DUMPSTER | 730.00 | ORCHARD SCHOOL DISTRICT |
| 244048 | HARRY L.MURPHY, INC. | FACILITIES REPAIRS | 452.45 | ORCHARD SCHOOL DISTRICT |
| 244054 | PARKER SECURITY AND LOCKSMITH | LOCKSMITH | 10,000.00 | ORCHARD SCHOOL DISTRICT |
| 240026 | PFEIFFER ELECTRIC CO., INC. | ELECTRICIAN | 17,500.00 | ORCHARD SCHOOL DISTRICT |
| 244070 | THERMA HOLDINGS LLC | HVAC | 1,004.56 | ORCHARD SCHOOL DISTRICT |
| TOTAL FUND | | | 29,687.01 | |

211 BUILDING G.O. BOND #1

| P.O.# | VENDOR NAME | DESCRIPTION | AMOUNT | SITE NAMES |
|--------|-----------------------------|-------------------|------------|-------------------------|
| 244071 | DIVISION OF STATE ARCHITECT | FIELD RENNOVATION | 13,500.00 | ORCHARD SCHOOL DISTRICT |
| | | TOTAL FUND | 13,500.00 | |
| | | TOTAL DISTRICT | 693,659.61 | |

| FUND | | AMOUNT |
|------|-------------------------------|------------|
| 010 | GENERAL FUND | 348,334.57 |
| 060 | RESTRICTED PROGRAMS | 8,779.46 |
| 088 | STUDENT ACTIVITY SPEC REVENUE | 4,700.68 |
| 130 | CAFETERIA | 288,657.89 |
| 140 | DEFERRED MAINTENANCE | 29,687.01 |
| 211 | BUILDING G.O. BOND #1 | 13,500.00 |
| | TOTAL DISTRICT | 693,659.61 |

Report title: September Board Warrant Report

With account detail: N
Date issued range: 09/01/2023 - 09/30/2023
Warrant number range: -
Sort by: Warrant #

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|--|------------|---|-------------|
| 31 | 31011732 TC400012 | 09/08/2023 | ALDERETTE, CHRISTINE CLASSROOM/OFFICE SUPPLIES | |
| | | | Sub total: | 151.44 |
| 31 | 31011733 PV400010 TC400007 TC400006 TC400005 TC400004 | 09/08/2023 | ALEJANDRO, JESSICA PROF/CONSULTING OPERATE EXP CLASSROOM/OFFICE SUPPLIES CLASSROOM/OFFICE SUPPLIES CLASSROOM/OFFICE SUPPLIES CLASSROOM/OFFICE SUPPLIES | |
| | | | Sub total: | 293.73 |
| 31 | 31011734 PO244044 | 09/08/2023 | BREATHE FOR CHANGE INC TRAINING | |
| | | | Sub total: | 1,790.00 |
| 31 | 31011735 PV400012 | 09/08/2023 | BUSHELL, MICHAEL MILEAGE REIMBURSEMENT | |
| | | | Sub total: | 24.89 |
| 31 | 31011736 PO233168 PO233168 | 09/08/2023 | CATAPULT LEARNING WEST LLC SUMMER CAMP SUMMER CAMP | |
| | | | Sub total: | 102,317.00 |
| 31 | 31011737 PO240002 PO240002 | 09/08/2023 | FLEX ACCOUNT ADMINISTRATION INSURANCE INSURANCE | |
| | | | Sub total: | 2,020.00 |
| 31 | 31011738 TC400000 | 09/08/2023 | FROEHLING, STEPHANIE CLASSROOM/OFFICE SUPPLIES | |
| | | | Sub total: | 198.20 |
| 31 | 31011739 PO244042 PO244042 | 09/08/2023 | HARRY L. MURPHY INC. WALK OFF CARPET WALK OFF CARPET | |
| | | | Sub total: | 20,270.00 |
| 31 | 31011740 TC400001 | 09/08/2023 | HONG, CHEN CLASSROOM/OFFICE SUPPLIES | |
| | | | Sub total: | 200.00 |
| 31 | 31011741 PO240000 PO240000 | 09/08/2023 | KAISER FOUNDATION HEALTH PLAN MEDICAL INSURNACE MEDICAL INSURNACE | |
| | | | Sub total: | 103,666.16 |
| 31 | 31011742 TC400003 | 09/08/2023 | LAO, GA CLASSROOM/OFFICE SUPPLIES | |
| | | | Sub total: | 200.00 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|------------------|------------|-------------------------------|-------------|
| 31 | 31011743 | 09/08/2023 | LEE DECESARE MCCARTHY, LAURIE | |
| | PV400011 | | MATERIALS AND SUPPLIES | |
| | TC400009 | | CLASSROOM/OFFICE SUPPLIES | |
| | TC400008 | | CLASSROOM/OFFICE SUPPLIES | |
| | | | Sub total: | 1,396.14 |
| 31 | 31011744 | 09/08/2023 | LUYEN TROUNG | |
| | PV400013 | | MILEAGE REIMBURSEMENT | |
| | PV400013 | | MILEAGE REIMBURSEMENT | |
| | PV400013 | | MILEAGE REIMBURSEMENT | |
| | PV400013 | | MILEAGE REIMBURSEMENT | |
| | PV400013 | | MILEAGE REIMBURSEMENT | |
| | PV400013 | | MILEAGE REIMBURSEMENT | |
| | PV400013 | | MILEAGE REIMBURSEMENT | |
| | PV400013 | | MILEAGE REIMBURSEMENT | |
| | PV400013 | | MILEAGE REIMBURSEMENT | |
| | PO240017 | | SETTLEMENT | |
| | | | Sub total: | 3,194.64 |
| 31 | 31011745 | 09/08/2023 | MIRANDA'S LANDSCAPE INC. | |
| | PO240013 | | LANDSCAPE | |
| | PO240013 | | LANDSCAPE | |
| | | | Sub total: | 3,536.67 |
| 31 | 31011746 | 09/08/2023 | ORTIZ, DEBRA | |
| | TC400010 | | CLASSROOM/OFFICE SUPPLIES | |
| | | | Sub total: | 143.96 |
| 31 | 31011747 | 09/08/2023 | PHAN, SABRINA | |
| | TC400011 | | CLASSROOM/OFFICE SUPPLIES | |
| | TC400002 | | CLASSROOM/OFFICE SUPPLIES | |
| | | | Sub total: | 375.52 |
| 31 | 31011748 | 09/08/2023 | PUBLIC ECONOMICS INC | |
| | PO233180 | | FINANCE | |
| | PO233180 | | FINANCE | |
| | | | Sub total: | 3,556.25 |
| 31 | 31011749 | 09/08/2023 | SEIU LOCAL 521 | |
| | PO240009 | | UNION DUES | |
| | | | Sub total: | 1,953.68 |
| 31 | 31011750 | 09/08/2023 | STANDARD INSURANCE COMPANY | |
| | PO240005 | | INSURANCE | |
| | PO240005 | | INSURANCE | |
| | PO240005 | | INSURANCE | |
| | PO240005 | | INSURANCE | |
| | | | Sub total: | 514.60 |
| 31 | 31011751 | 09/08/2023 | UHS PREMIUM BILLING | |
| | PO240001 | | MEDICAL INSURANCE | |
| | | | Sub total: | 17,048.82 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|----------------------------------|------------|---|-------------|
| 31 | 31011752 PO240008 | 09/08/2023 | US BANK CREDIT CARD | |
| | | | Sub total: | 15,503.59 |
| 31 | 31011753 PO240022 | 09/08/2023 | VERDE DESIGN INC FACILITIES | |
| | | | Sub total: | 19,424.00 |
| 31 | 31011754 PO244000 | 09/18/2023 | ACSA MEMBERSHIP | |
| | | | Sub total: | 1,933.68 |
| 31 | 31011755 PO244046 | 09/18/2023 | APPLE INC. TECH | |
| | | | Sub total: | 48,834.38 |
| 31 | 31011756 PO244045 PO244045 | 09/18/2023 | BLUUM USA, INC. audio and visual audio and visual | |
| | | | Sub total: | 29,096.23 |
| 31 | 31011757 PO244055 PO244055 | 09/18/2023 | DIVERSE NETWORK ASSOCIATES WEBSITE WEBSITE | |
| | | | Sub total: | 3,635.20 |
| 31 | 31011758 PO244053 | 09/18/2023 | DREAMBOX LEARNING INC LICENSES | |
| | | | Sub total: | 22,450.00 |
| 31 | 31011759 PO244015 PO244015 | 09/18/2023 | FORMATIVE TEACHING MATERIALS TEACHING MATERIALS | |
| | | | Sub total: | 3,177.75 |
| 31 | 31011760 PO244040 | 09/18/2023 | GOPHER PE EQUIPMENT | |
| | | | Sub total: | 2,653.78 |
| 31 | 31011761 PO244047 | 09/18/2023 | NINYO & MOORE GEOTECHNICAL EVALS | |
| | | | Sub total: | 14,300.00 |
| 31 | 31011762 PO240019 | 09/18/2023 | PG&E UTILITIES | |
| | | | Sub total: | 156.14 |
| 31 | 31011763 PO244043 | 09/18/2023 | POWERSCHOOL GROUP LLC subscription | |
| | | | Sub total: | 1,008.00 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|------------------|------------|-------------------------------|-------------|
| 31 | 31011764 | 09/18/2023 | REPUBLIC SERVICES #915 | |
| | PO240004 | | GARBAGE AND RECYCLE | |
| | PO240004 | | GARBAGE AND RECYCLE | |
| | | | Sub total: | 1,854.08 |
| 31 | 31011765 | 09/18/2023 | SAN JOSE WATER COMPANY | |
| | PO244024 | | WATER UTILITIES | |
| | PO244024 | | WATER UTILITIES | |
| | PO244024 | | WATER UTILITIES | |
| | | | Sub total: | 6,636.74 |
| 31 | 31011766 | 09/18/2023 | SANTA CLARA COUNTY OFF. PRINT | |
| | PO244023 | | ENGAGE NY | |
| | PO244023 | | ENGAGE NY | |
| | PO244023 | | ENGAGE NY | |
| | PO244023 | | ENGAGE NY | |
| | PO244023 | | ENGAGE NY | |
| | | | Sub total: | 14,071.54 |
| 31 | 31011767 | 09/18/2023 | SHINE ON SHIRTS | |
| | PO244052 | | PE UNIFORMS | |
| | | | Sub total: | 2,325.59 |
| 31 | 31011768 | 09/18/2023 | ACCELERATE LEARNING INC. | |
| | PO244020 | | SCIENCE MATERIALS | |
| | | | Sub total: | 1,629.40 |
| 31 | 31011769 | 09/18/2023 | CORODATA SHREDDING, INC | |
| | PO240021 | | SHREDDING | |
| | | | Sub total: | 74.00 |
| 31 | 31011770 | 09/18/2023 | FLEX ACCOUNT ADMINISTRATION | |
| | PO240002 | | INSURANCE | |
| | PO240002 | | INSURANCE | |
| | | | Sub total: | 2,020.00 |
| 31 | 31011771 | 09/18/2023 | HOME DEPOT CREDIT SERVICES | |
| | PO240018 | | FACILITIES | |
| | PO240018 | | FACILITIES | |
| | PO240018 | | FACILITIES | |
| | PO240018 | | FACILITIES | |
| | PO240018 | | FACILITIES | |
| | | | Sub total: | 1,085.21 |
| 31 | 31011772 | 09/18/2023 | HOPSKIPDRIVE INC. | |
| | PO240025 | | STUDENT TRANSPORTATION | |
| | PO240025 | | STUDENT TRANSPORTATION | |
| | | | Sub total: | 4,468.41 |
| 31 | 31011773 | 09/18/2023 | JAHN PLUMBING INC. | |
| | PO240014 | | PLUMBING | |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|------------------|------------|-------------------------------|-------------|
| | PO240014 | | PLUMBING | |
| | | | Sub total: | 3,547.22 |
| 31 | 31011774 | 09/18/2023 | LOZANO SMITH LLP | |
| | PO240023 | | LEGAL SERVICES | |
| | PO240023 | | LEGAL SERVICES | |
| | | | Sub total: | 2,545.50 |
| 31 | 31011775 | 09/18/2023 | MAYHEW, JAMIE L. | |
| | PO240029 | | SERVICES | |
| | | | Sub total: | 2,793.36 |
| 31 | 31011776 | 09/18/2023 | PARKER SECURITY AND LOCKSMITH | |
| | PO244054 | | LOCKSMITH | |
| | PO244054 | | LOCKSMITH | |
| | | | Sub total: | 2,711.11 |
| 31 | 31011777 | 09/18/2023 | PFEIFFER ELECTRIC CO., INC. | |
| | PO240026 | | ELECTRICIAN | |
| | PO240026 | | ELECTRICIAN | |
| | | | Sub total: | 2,468.14 |
| 31 | 31011778 | 09/18/2023 | PITNEY BOWES GLOBAL FINACIAL | |
| | PO244058 | | POSTAGE | |
| | | | Sub total: | 482.02 |
| 31 | 31011779 | 09/18/2023 | SODEXO INC & AFFILIATES | |
| | PO240027 | | FOOD SERVICES | |
| | PO240028 | | DAIRY SUPPLY | |
| | | | Sub total: | 23,750.96 |
| 31 | 31011780 | 09/18/2023 | TOTAL SCHOOL SOLUTIONS | |
| | PO244059 | | SERVICES | |
| | | | Sub total: | 7,750.00 |
| 31 | 31011781 | 09/18/2023 | VERDE DESIGN INC | |
| | PO240022 | | FACILITIES | |
| | | | Sub total: | 59,260.00 |
| 31 | 31011782 | 09/18/2023 | XEROX CORPERATION | |
| | PO240024 | | COPIER SERVICES | |
| | PO240024 | | COPIER SERVICES | |
| | | | Sub total: | 2,718.47 |
| 31 | 31011783 | 09/25/2023 | ALEJANDRO, JESSICA | |
| | TC400014 | | CLASSROOM/OFFICE SUPPLIES | |
| | | | Sub total: | 64.11 |
| 31 | 31011784 | 09/25/2023 | AT&T/MCI | |
| | PO240016 | | PHONES | |
| | | | Sub total: | 1,102.49 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|----------------------------------|------------|---|-------------|
| 31 | 31011785 PV400014 | 09/25/2023 | BUSHELL, MICHAEL MILEAGE REIMBURSEMENT | |
| | | | Sub total: | 26.20 |
| 31 | 31011786 PO244018 | 09/25/2023 | CENGAGE LEARNING CONSUMABLES | |
| | | | Sub total: | 3,124.41 |
| 31 | 31011787 TC400017 | 09/25/2023 | DANO, RUBY JANE CLASSROOM/OFFICE SUPPLIES | |
| | | | Sub total: | 228.48 |
| 31 | 31011788 TC400015 | 09/25/2023 | FITZPATRICK, ERIN MATERIALS AND SUPPLIES | |
| | | | Sub total: | 14.00 |
| 31 | 31011789 PO244049 | 09/25/2023 | FRESH & NATURAL INC. PD | |
| | | | Sub total: | 452.45 |
| 31 | 31011790 TC400013 | 09/25/2023 | FROEHLING, MICHAEL CLASSROOM/OFFICE SUPPLIES | |
| | | | Sub total: | 466.38 |
| 31 | 31011791 PO240023 PO240023 | 09/25/2023 | LOZANO SMITH LLP LEGAL SERVICES LEGAL SERVICES | |
| | | | Sub total: | 2,095.50 |
| 31 | 31011792 PO240013 PO240013 | 09/25/2023 | MIRANDA'S LANDSCAPE INC. LANDSCAPE LANDSCAPE | |
| | | | Sub total: | 982.25 |
| 31 | 31011793 PO244032 PO244032 | 09/25/2023 | NEARPOD INC. SUBSCRIPTION SUBSCRIPTION | |
| | | | Sub total: | 3,980.40 |
| 31 | 31011794 TC400018 TC400016 | 09/25/2023 | NUCKELS, LISA MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES | |
| | | | Sub total: | 180.64 |
| 31 | 31011795 PO244021 | 09/25/2023 | OPEN UP RESOURCES MATERIALS | |
| | | | Sub total: | 2,220.32 |
| 31 | 31011796 PO244054 | 09/25/2023 | PARKER SECURITY AND LOCKSMITH LOCKSMITH | |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|------------------|---------------------------|--------------------------------|-------------|
| | PO244054 | LOCKSMITH | | |
| | PO244054 | LOCKSMITH | | |
| | | | Sub total: | 1,173.66 |
| 31 | 31011797 | 09/25/2023 | PG&E | |
| | PO240019 | UTILITIES | | |
| | | | Sub total: | 31,597.04 |
| 31 | 31011798 | 09/25/2023 | SCCESJHCA | |
| | PO244062 | league dues | | |
| | | | Sub total: | 450.00 |
| 31 | 31011799 | 09/29/2023 | ALEJANDRO, JESSICA | |
| | TC400022 | CLASSROOM/OFFICE SUPPLIES | | |
| | TC400021 | CLASSROOM/OFFICE SUPPLIES | | |
| | | | Sub total: | 99.16 |
| 31 | 31011800 | 09/29/2023 | AMERICAN FIDELTIY | |
| | PO240006 | CONTRACT SERVICES | | |
| | | | Sub total: | 70.95 |
| 31 | 31011801 | 09/29/2023 | BUSHELL, MICHAEL | |
| | TC400020 | MATERIALS AND SUPPLIES | | |
| | TC400019 | CLASSROOM/OFFICE SUPPLIES | | |
| | | | Sub total: | 98.39 |
| 31 | 31011802 | 09/29/2023 | CAPILI,REGALADO | |
| | PV400022 | MATERIALS AND SUPPLIES | | |
| | PV400018 | MATERIALS AND SUPPLIES | | |
| | PV400019 | NONCAPITALIZED EQUIPMENT | | |
| | PV400021 | LICENSING AGREEMENTS | | |
| | PV400020 | LICENSING AGREEMENTS | | |
| | | | Sub total: | 27,578.65 |
| 31 | 31011803 | 09/29/2023 | EAST VALLEY TRANSPORTATION JPA | |
| | PO244007 | TRANSPORTATION | | |
| | | | Sub total: | 29,126.00 |
| 31 | 31011804 | 09/29/2023 | FITZPATRICK, ERIN | |
| | TC400023 | CLASSROOM/OFFICE SUPPLIES | | |
| | | | Sub total: | 60.00 |
| 31 | 31011805 | 09/29/2023 | KAISER FOUNDATION HEALTH PLAN | |
| | PO240000 | MEDICAL INSURNACE | | |
| | PO240000 | MEDICAL INSURNACE | | |
| | | | Sub total: | 107,945.93 |
| 31 | 31011806 | 09/29/2023 | MIRANDA'S LANDSCAPE INC. | |
| | PO240013 | LANDSCAPE | | |
| | | | Sub total: | 3,270.00 |
| 31 | 31011807 | 09/29/2023 | SAN JOSE WATER COMPANY | |
| | PO244024 | WATER UTILITIES | | |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|------------------|------------|--------------------------------|-------------|
| | PO244024 | | WATER UTILITIES | |
| | PO244024 | | WATER UTILITIES | |
| | | | Sub total: | 6,510.93 |
| 31 | 31011808 | 09/29/2023 | SANTA CLARA COUNTY | |
| | PV400016 | | DUES AND MEMBERSHIPS | |
| | | | Sub total: | 700.00 |
| 31 | 31011809 | 09/29/2023 | SCHOLASTIC BOOK FAIRS - 10 | |
| | PO244063 | | BOOK FAIR | |
| | | | Sub total: | 1,925.68 |
| 31 | 31011810 | 09/29/2023 | STANDARD INSURANCE COMPANY | |
| | PO240005 | | INSURANCE | |
| | PO240005 | | INSURANCE | |
| | PO240005 | | INSURANCE | |
| | PO240005 | | INSURANCE | |
| | | | Sub total: | 514.60 |
| 31 | 31011811 | 09/29/2023 | TALKINGPOINTS | |
| | PV400017 | | PROF/CONSULTING OPERATE EXP | |
| | PO244017 | | COMMUNICATIONS TOOL | |
| | | | Sub total: | 9,044.80 |
| 31 | 31011812 | 09/29/2023 | UHS PREMIUM BILLING | |
| | PO240001 | | MEDICAL INSURANCE | |
| | | | Sub total: | 17,048.82 |
| 31 | 31011813 | 09/29/2023 | UNIVERSITY PREPARATORY ACADEMY | |
| | PV400015 | | TRNSFR TO CHTR S IN LIEU OF PR | |
| | | | Sub total: | 33,534.00 |
| 31 | 31011814 | 09/29/2023 | ASSOCIATED VALUATION SERVICES | |
| | PO240033 | | SERVICES | |
| | | | Sub total: | 481.44 |
| 31 | 31011815 | 09/29/2023 | CAPILI,REGALADO | |
| | PO240030 | | TECH | |
| | PO240030 | | TECH | |
| | PO240030 | | TECH | |
| | PO240030 | | TECH | |
| | | | Sub total: | 15,318.75 |
| 31 | 31011816 | 09/29/2023 | EMS LINQ INC | |
| | PO244066 | | POS | |
| | | | Sub total: | 1,000.64 |
| 31 | 31011817 | 09/29/2023 | GREENWASTE RECOVERY INC. | |
| | PO244067 | | DUMPSTER | |
| | | | Sub total: | 150.00 |
| 31 | 31011818 | 09/29/2023 | PITNEY BOWES GLOBAL FIN SERV | |
| | PO240031 | | LEASE - POSTAGE MACHINE | |
| | | | Sub total: | 438.24 |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|--|------------|---|-------------|
| 31 | 31011819 PO240032 | 09/29/2023 | SANTA CLARA COUNTY OFF. PRINT BUSINESS CARDS | |
| | | | Sub total: | 13.13 |
| 31 | 31011820 PO244068 | 09/29/2023 | TEXAS LIFE INSURANCE COMPANY INSURANCE | |
| | | | Sub total: | 649.82 |
| 31 | 31011821 PO244070 PO244070 | 09/29/2023 | THERMA HOLDINGS LLC HVAC HVAC | |
| | | | Sub total: | 996.60 |
| 31 | 31011822 PO244071 | 09/29/2023 | DIVISION OF STATE ARCHITECT FIELD RENNOVATION | |
| | | | Sub total: | 13,500.00 |
| 31 | 98059687 PO240003 | 09/08/2023 | KELLY SPICERS FACILITIES SUPPLIES | |
| | | | Sub total: | 521.49 |
| 31 | 98059688 PO240011 PO240011 PO240011 | 09/08/2023 | ODP BUSINESS SOLUTIONS, LLC SUPPLIES SUPPLIES SUPPLIES | |
| | | | Sub total: | 2,059.62 |
| 31 | 98059689 PO240007 | 09/08/2023 | PRECISION COMMUNICATIONS FIRE/SECURITY ALARMS | |
| | | | Sub total: | 560.00 |
| 31 | 98059996 PO244029 PO244029 PO240011 PO240011 PO240011 | 09/18/2023 | ODP BUSINESS SOLUTIONS, LLC SCHOOL SUPPLY ORDER SCHOOL SUPPLY ORDER SUPPLIES SUPPLIES SUPPLIES | |
| | | | Sub total: | 2,359.66 |
| 31 | 98059997 PO244008 PO244008 | 09/18/2023 | ORKIN PEST CONTROL PEST CONTROL | |
| | | | Sub total: | 597.98 |
| 31 | 98059998 PO244011 | 09/18/2023 | SCHOOL SERVICES OF CALIFORNIA fiscal services | |
| | | | Sub total: | 375.00 |
| 31 | 98059999 PO240020 | 09/18/2023 | WESTERN ALLIED HVAC | |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|------------------|----------------------|--------------------------------|-------------|
| | PO240020 | HVAC | | |
| | | | Sub total: | 1,474.82 |
| 31 | 98060000 | 09/18/2023 | LEARNING A-Z | |
| | PO244022 | SUBSCRIPTIONS | | |
| | | | Sub total: | 1,152.00 |
| 31 | 98060001 | 09/18/2023 | ODP BUSINESS SOLUTIONS, LLC | |
| | PO244029 | SCHOOL SUPPLY ORDER | | |
| | PO244029 | SCHOOL SUPPLY ORDER | | |
| | PO240011 | SUPPLIES | | |
| | PO240011 | SUPPLIES | | |
| | | | Sub total: | 288.06 |
| 31 | 98060002 | 09/18/2023 | PRECISION COMMUNICATIONS | |
| | PO240007 | FIRE/SECURITY ALARMS | | |
| | PO240007 | FIRE/SECURITY ALARMS | | |
| | PO240007 | FIRE/SECURITY ALARMS | | |
| | | | Sub total: | 1,807.97 |
| 31 | 98060273 | 09/25/2023 | ESGI, LLC | |
| | PO244060 | LICENSE | | |
| | PO244050 | SUBSCRIPTION | | |
| | PO244013 | SUBSCRIPTION | | |
| | PO244013 | SUBSCRIPTION | | |
| | | | Sub total: | 3,276.00 |
| 31 | 98060274 | 09/25/2023 | KELLY SPICERS | |
| | PO240003 | FACILITIES SUPPLIES | | |
| | PO240003 | FACILITIES SUPPLIES | | |
| | | | Sub total: | 3,214.53 |
| 31 | 98060275 | 09/25/2023 | ODP BUSINESS SOLUTIONS, LLC | |
| | PO240011 | SUPPLIES | | |
| | | | Sub total: | 173.52 |
| 31 | 98060276 | 09/25/2023 | TCI TEACHERS' CURRICULUM INST. | |
| | PO244019 | CONSUMABLES | | |
| | | | Sub total: | 440.34 |
| 31 | 98060452 | 09/29/2023 | KELLY SPICERS | |
| | PO244016 | CUSTODIAL EQUIPMENT | | |
| | PO240003 | FACILITIES SUPPLIES | | |
| | PO240003 | FACILITIES SUPPLIES | | |
| | | | Sub total: | 9,048.99 |
| 31 | 98060453 | 09/29/2023 | ODP BUSINESS SOLUTIONS, LLC | |
| | PO244029 | SCHOOL SUPPLY ORDER | | |
| | PO244029 | SCHOOL SUPPLY ORDER | | |
| | | | Sub total: | 267.81 |
| 31 | 98060454 | 09/29/2023 | WESTERN ALLIED | |
| | PO240020 | HVAC | | |

| Warrant Number | Reference Number | Issue Date | Payee and Purpose | Expenditure |
|----------------|----------------------|------------|-------------------------------------|-------------|
| | PO240020 | HVAC | | |
| | | | Sub total: | 1,195.00 |
| 31 | 98060455 PO244069 | 09/29/2023 | SCHOLASTIC INC. SUBSCRIPTION | |
| | | | Sub total: | 1,739.47 |
| | | | Total Warrants Issued: | 916,003.32 |
| | | | Total Warrants Canceled: | .00 |
| | | | Total Warrants (Issued - Canceled): | 916,003.32 |

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

| | | | | | |
|--------------------|-----|----------------------------------|---|--------------------------|--------|
| RECEIVING WARRANTS | 8 | GETTING PAID FIRST TIME | 1 | | |
| APD TO CU | 0 | TERMINATED GETTING PAID | 0 | RET SYSTEM 1/3 OPTION: P | %0.000 |
| APD TO CHECKING | 101 | STARTING APD CHECKING NEXT MONTH | 1 | RET SYSTEM 2/4 OPTION: X | %7.000 |
| APD TO SAVINGS | 2 | STARTING APD SAVINGS NEXT MONTH | 0 | FICA OPTION: | |
| ----- | | GETTING PAID BALANCE OF CONTRACT | 0 | | |
| TOTAL GETTING PAID | 111 | | | | |

PAYROLL TOTALS

| SALARY GROSS | | DAILY GROSS | | HOURLY GROSS | | HOURLY AND DAILY GROSS | | TOTAL GROSS | |
|--------------|--------------|-------------|-------------|--------------|------------|------------------------|-------------|-------------|--------------|
| NML | 817,312.97 | NML | 0.00 | NML | 0.00 | NML | 0.00 | NML | 817,312.97 |
| ADJ | 0.00 | ADJ | 0.00 | ADJ | 0.00 | ADJ | 0.00 | ADJ | 0.00 |
| ----- | | ----- | | ----- | | ----- | | ----- | |
| ADJ NML | 817,312.97* | ADJ NML | 0.00* | ADJ NML | 0.00* | ADJ NML | 0.00* | ADJ NML | 817,312.97* |
| DEGN | 10,630.30 | DEGN | 0.00 | DEGN | 0.00 | DEGN | 0.00 | DEGN | 10,630.30 |
| SPC | 249.99 | SPC | 0.00 | SPC | 0.00 | SPC | 0.00 | SPC | 249.99 |
| DLY | 0.00 | DLY | 16,667.25 | DLY | 0.00 | DLY | 16,667.25 | DLY | 16,667.25 |
| BRDN | 600.00 | BRDN | 0.00 | BRDN | 0.00 | BRDN | 0.00 | BRDN | 600.00 |
| MISC | 7,962.05 | MISC | 0.00 | MISC | 0.00 | MISC | 0.00 | MISC | 7,962.05 |
| HR | 0.00 | HR | 0.00 | HR | 4,136.10 | HR | 4,136.10 | HR | 4,136.10 |
| LOGN | 6,436.19 | LOGN | 0.00 | LOGN | 0.00 | LOGN | 0.00 | LOGN | 6,436.19 |
| VAC | 7,822.60 | VAC | 0.00 | VAC | 0.00 | VAC | 0.00 | VAC | 7,822.60 |
| CSH | 763.63 | CSH | 0.00 | CSH | 0.00 | CSH | 0.00 | CSH | 763.63 |
| EDI | 238.64 | EDI | 0.00 | EDI | 0.00 | EDI | 0.00 | EDI | 238.64 |
| OT1 | 0.00 | OT1 | 0.00 | OT1 | 1,365.89 | OT1 | 1,365.89 | OT1 | 1,365.89 |
| TOTAL OT | 0.00* | TOTAL OT | 0.00* | TOTAL OT | 1,365.89* | TOTAL OT | 1,365.89* | TOTAL OT | 1,365.89* |
| NON-NML | 34,703.40* | NON-NML | 16,667.25* | NON-NML | 5,501.99* | NON-NML | 22,169.24* | NON-NML | 56,872.64* |
| TOTAL | 852,016.37** | TOTAL | 16,667.25** | TOTAL | 5,501.99** | TOTAL | 22,169.24** | TOTAL | 874,185.61** |

TOTAL NUMBER HOURS WORKED: 133.25 TOTAL NUMBER DAYS WORKED: 53.00

| | | | | | | | | |
|-----------------|-----------------|---------------|---------------|---------------|---------------|----------------|-----------|----------|
| GROSS | FED IMP | GROSS | NTX GROSS | TSA | RET-TS | FED TAX GROSS | FIT | AFIT |
| 874,185.61 | | 0.00 | 2,634.51 | 30,322.00 | 83,082.57 | 758,146.53 | 88,902.40 | 2,465.00 |
| SIT | ASIT | OASDI GROSS | OASDI | MEDI GROSS | MEDICARE | DEF-MEDI GROSS | DEF-MEDI | |
| 34,259.57 | 60.00 | 203,795.52 | 12,635.33 | 871,551.10 | 12,702.63 | 0.00 | 0.00 | |
| SURV-BEN | SDI | EIC | STRS SUBJ | STRS | PERS SUBJ | PERS | DED | |
| 0.00 | 0.00 | 0.00 | 668,672.23 | 68,373.78 | 188,760.10 | 14,708.79 | 95,216.30 | |
| NET | ADJ (+) | ADJ (-) | OASDI EMPR | MEDI EMPR | STRS EMPR | PERS EMPR | | |
| 514,539.81 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| STATE IMP GROSS | STATE TAX GROSS | STRS (C) | STRS (P) | STRS (O) | PERS (C) | PERS (P) | PERS (O) | |
| 0.00 | 758,146.53 | 32,922.93 | 35,450.85 | 0.00 | 2,744.17 | 11,964.62 | 0.00 | |
| STRS/SUBJ (C) | STRS/SUBJ (P) | STRS/SUBJ (O) | PERS/SUBJ (C) | PERS/SUBJ (P) | PERS/SUBJ (O) | STRS/SUBJ DBS | STRS DBS | |
| 321,285.18 | 347,387.05 | 0.00 | 39,202.20 | 149,557.90 | 0.00 | 400.00 | 32.00 | |

8. Teaching and Learning

Type

Discussion

Summary

As a standing item, the Board will receive information on different teaching and learning topics. The Board will have an opportunity to ask questions as staff members bring items forward. Topics to be discussed will include:

- Student Achievement

Recommendation

It is recommended that the Board of Trustees receive information on Teaching and Learning.

9. Discuss Facilities Master Plan

Type

Discussion
Action

Summary


This is an ongoing discussion item regarding facilities at Orchard Elementary School. Staff will provide a summary of ongoing facilities projects and provide additional information as needed.

Topics to include:

- Field Project - DSA
- Update on Cameras

Recommendation

It is recommended that the Board of Trustees discuss the Facilities Master Plan and provide their thoughts and feedback.

10. Resolution No. 091223-3 - A Resolution of the Board of Trustees of the Orchard School District (Santa Clara County, California) Election of 2001 General Obligation Bonds, Series C, and Actions Related Thereto 

Type

Discussion
Action

Summary

An election was held in the Orchard School District (the "District") on November 6, 2001 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum principal amount of \$40,000,000 ("2001 Bond Authorization"). The District has previously caused the issuance of two prior series of bonds under the 2001 Bond Authorization, in the principal amounts of \$21,650,303.15 (Series A) and \$6,998,472.30 (Series B). The District desires to issue its third series of bonds under the 2001 Bond Authorization in a principal amount not-to-exceed \$8,000,000 (the "Bonds"). The Bonds are being issued to finance the repair, upgrading, acquisition, construction and equipping of certain District property and facilities and to pay the costs of issuing the Bonds.

- (a) Bond Resolution. The Resolution authorizes the issuance of the Bonds, specifies the basic terms, parameters and forms of the Bonds, and approves the form of Purchase Contract, Continuing Disclosure Certificate, and form of Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate initial principal amount of the Bonds to be issued (\$8,000,000). Section 4 of the Resolution states the maximum underwriter's discount (0.7%) with respect to the Bonds and the maximum legal interest rate on the Bonds, and authorizes the Bonds to be sold at a negotiated sale to Piper Sandler & Co., as underwriter (the "Underwriter"). The Resolution authorizes only the issuance of current interest bonds only; capital appreciation bonds are not authorized.
- (b) Form of Purchase Contract. The Resolution approves the form of the Purchase Contract, pursuant to which the Underwriter will agree to buy the Bonds from the District (the "Purchase Contract"). All of the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Bonds, the final execution copy of the Purchase Contract will be prepared following this form.
- (c) Form of Preliminary Official Statement. The Resolution approves the form of the Preliminary Official Statement (the "POS"). The POS is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* property tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of material litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

- (d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds are obligated to procure from any public agency issuing debt a covenant that such public agency will annually file “material financial information and operating data” with respect to such public agency through the web-based Electronic Municipal Market Access (“EMMA”) system maintained by the Municipal Securities Rulemaking Board (a federal agency that regulates “broker-dealers,” including investment bank firms that underwrite municipal obligations). This requirement is expected to be satisfied by the filing of the District’s audited financial statements and other operating information about the District, in the same manner the District has filed such information in connection with prior bond issuances. The purpose of the law is to provide investors in the Bonds with current information regarding the District. Similar laws have governed the corporate debt market for many years.

Financial Impact

There is no financial impact to the General Fund resulting from the issuance of the Bonds.

Recommendation

Staff Recommends Approval of Resolution No. 091223-3 - A resolution of the Board of Trustees of the Orchard School District (Santa Clara County, California) Election of 2001 General Obligation Bonds, Series C, and Actions Related Thereto.

Supporting Documents



FPM List



District Resolution - Orchard SD (Election of 2001 GO Bonds, Series C), 4883-6739-3144_3

Facility Master Plan Projects

District Wide

- Paint the Exterior of the School
 - \$700K
- Safety and Security
 - Fencing
 - \$41,500 (galvanized), \$203,000 (iron look)
 - Access Control
 - \$144,000
- Wireless infrastructure
- Roofing
- HVAC Upgrades
- Upgrade Systems
 - PA
 - Bell
 - Fire/Security
- Parking lot
 - Repair/Resurface
- Blacktop repair/resurface
- Campus Lighting Updating
 - Exterior
 - Interior

Elementary Classroom Space

- TK/Kinder Classrooms with support staff spaces
 - \$7.7 million
 - Includes shade
 - Includes playground
- Classroom Modernization
 - Flooring
 - Painting
 - Teaching wall and cabinets as needed
 - Classroom audio and projection
 - Window/Window treatments

- Pod and Shared Spaces Update

Middle School Classroom Space

- Elective Space
 - Music and Art
- Shade over middle school quad
 - TBD
- Classroom Modernization
 - Flooring
 - Painting
 - Teaching wall and cabinets as needed
 - Classroom audio and projection
 - Window/Window treatments
- Modernize Middle School Quad
 - Outdoor learning space
 - Shade Structure

Shared Facility

- Remove Portable and replace with permanent
 - TBD
- Modernize Kitchen
- Cafe/MPR Blinds

Outdoor Spaces

- Shade over lunch tables
 - \$400K
- Shade over playground
 - TBD
- Field Renovation
 - \$3.2 million to \$4.2 million
 - Grass versus synthetic turf
- Pathway coverages

RESOLUTION NO. 091223-3

ORCHARD SCHOOL DISTRICT

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ORCHARD SCHOOL DISTRICT, AUTHORIZING THE ISSUANCE OF ORCHARD SCHOOL DISTRICT (SANTA CLARA COUNTY, CALIFORNIA) ELECTION OF 2001 GENERAL OBLIGATION BONDS, SERIES C, AND ACTIONS RELATED THERETO

WHEREAS, a duly called election was held in the Orchard School District (the “District”), Santa Clara County (the “County”), State of California, on November 6, 2001 (the “Election”) and thereafter canvassed pursuant to law;

WHEREAS, at the Election, there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum principal amount not-to-exceed \$40,000,000 payable from the levy of an *ad valorem* property tax against the taxable property in the District (the “Authorization”);

WHEREAS, pursuant to the Authorization, on September 29, 2009, the District caused to be issued the first series of bonds under the Authorization in an aggregate principal amount of \$21,650,303.15, styled as Orchard School District (Santa Clara County, California) General Obligation Bonds, 2001 Election, Series A (Current Interest Bonds and Capital Appreciation Bonds) (Bank Qualified);

WHEREAS, pursuant to the Authorization, on December 21, 2010, the District caused to be issued the second series of bonds under the Authorization in an aggregate principal amount of \$6,998,472.30, styled as Orchard School District (Santa Clara County, California) General Obligation Bonds, 2001 Election, Series B (Current Interest Bonds and Capital Appreciation Bonds) (Bank Qualified);

WHEREAS, at this time, this Board of Trustees (the “Board”) has determined that it is necessary and desirable to issue the third issuance of bonds under the Authorization in an aggregate principal amount not-to-exceed \$8,000,000, and to be styled as the “Orchard School District (Santa Clara County, California) Election of 2001 General Obligation Bonds, Series C” (the “Bonds”);

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Government Code”), the Bonds are authorized to be issued by the District for purposes set forth in the ballot submitted to the voters at the Election;

WHEREAS, the Board of Supervisors of the County is expected to adopt a resolution pursuant to Education Code Section 15140(b) that will provide that the District may sell the Bonds on its own behalf and such sale is contingent thereon;

WHEREAS, this Board desires to authorize the issuance of the Bonds in one or more Series of Taxable Bonds or Tax-Exempt Bonds, and further as Current Interest Bonds (as such terms are defined herein);

WHEREAS, the District has not filed with nor received from the County Office of Education having jurisdiction over the District a qualified or negative certification in its most recent interim financial report pursuant to Education Code Section 42131;

WHEREAS, pursuant to Government Code Section 5852.1, this Board has obtained from the Municipal Advisor (as defined herein) and disclosed herein, in a meeting open to the public, prior to authorization of the execution and delivery of the Bonds, good faith estimates of (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total of all debt service payments to be evidenced by the Bonds calculated to the final payment date evidenced by the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds;

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE ORCHARD SCHOOL DISTRICT AS FOLLOWS:

SECTION 1. Authorization for Issuance of the Bonds. To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more series of Taxable Bonds or Tax-Exempt Bonds, with appropriate series designation if more than one series is issued, and as Current Interest Bonds. The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (as defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$8,000,000.

SECTION 2. Paying Agent. This Board hereby appoints the Paying Agent (as defined herein) to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Education Code Section 15232.

SECTION 3. Terms and Conditions of Sale. The Bonds are hereby authorized to be sold at a negotiated sale upon the direction of the Superintendent, the Chief Business Officer, or such other officers or employees of the District as the Superintendent or the Chief Business Officer may designate (collectively, the "Authorized Officers"), and pursuant to such terms and conditions as are set forth in the Purchase Contract (as defined herein). The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to

implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter (as defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The form of a contract for purchase and sale of the Bonds (the "Purchase Contract") by and between the District and the Underwriter, substantially in the form on file with the Clerk of or Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed to execute such Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that (i) the interest rates on the Bonds shall not exceed the maximum rate permitted by law; and (ii) the underwriting discount on the Bonds, excluding original issue discount and expenses of the Underwriter, shall not exceed 0.7% of the aggregate principal amount of Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$8,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) **"Beneficial Owner"** means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(b) **"Bond Insurer"** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal of and interest on the Bonds.

(c) **"Bond Payment Date"** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year, commencing February 1, 2024 with respect to interest thereon, and the stated maturity dates thereof with respect to the Principal payments thereof.

(d) **"Bond Register"** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of the Bonds shall be recorded.

(e) **"Code"** means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **"Continuing Disclosure Certificate"** means that certain contractual undertaking in connection with the Bonds, executed by the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance of the Bonds, as amended from time to time in accordance with the provisions thereof.

(g) **“Current Interest Bonds”** means the Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(h) **“Date of Delivery”** means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Purchase Contract or Official Statement.

(i) **“Depository”** means the entity acting as securities depository for the Bonds pursuant to Section 6(c) hereof.

(j) **“Director of Finance”** means the Director of Finance of the County, or other comparable officer of the County.

(k) **“DTC”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(l) **“Holder” or “Owner”** means the registered owner of a Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 8 hereof.

(m) **“Information Services”** means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or, in the absence of such written designation, as the Paying Agent may select.

(n) **“Long Current Interest Bonds”** means Current Interest Bonds which mature more than 30 years from the date of issuance thereof, but not greater than 40 years.

(o) **“Moody’s”** means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(p) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(q) **“Official Statement”** means the Official Statement for the Bonds, as described in Section 17 hereof.

(r) **“Outstanding”** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to

the maturity or redemption date of such Bonds), in accordance with Section 19 of this Resolution.

(s) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(t) **“Paying Agent”** means, initially, U.S. Bank Trust Company, National Association, or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as the authenticating agent, bond registrar, transfer agent and paying agent for the Bonds.

(u) **“Permitted Investments”** means (i) any lawful investments permitted by Government Code Section 16429.1 and Section 53601, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Government Code Section 53635, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider having a rating meeting the minimum rating requirements of the County investment pool maintained by the Director of Finance, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the County investment pool described above, and (vi) United States Treasury Securities, State and Local Government Series.

(v) **“Principal”** or **“Principal Amount”** means, with respect to Bond, the initial principal amount thereof.

(w) **“Purchase Contract”** means the contract or contracts for purchase and sale of the Bonds, by and between the District and the Underwriter. To the extent the Bonds are sold pursuant to more than one Purchase Contract, each shall be substantially in the form presented to the Board, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

(x) **“Record Date”** means the close of business on the 15th day of the month preceding each Bond Payment Date.

(y) **“Series”** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof and identified as a separate series of Bonds.

(z) **“S&P”** means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(aa) **“Taxable Bonds”** means any Bonds not issued as Tax-Exempt Bonds.

(bb) **“Tax-Exempt Bonds”** means any Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(cc) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(dd) **“Transfer Amount”** means, with respect to any Outstanding Bond, the Principal Amount.

(ee) **“Underwriter”** means Piper Sandler & Co., as the Underwriter of the Bonds.

SECTION 6. Terms of the Bonds.

(a) Denominations, Interest, Date of Delivery and Terms. The Bonds shall be issued as fully registered Current Interest Bonds, registered as to both Principal and interest, in denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds will initially be registered in the name of “Cede & Co.,” the Nominee of the Depository Trust Company, New York, New York.

Each Bond shall be dated as of the Date of Delivery, and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Date of Delivery. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District and, if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that any portion of a Term Bond is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect to such Term Bond shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 Principal Amount, in respect to the portion of such Term Bonds optionally redeemed, or (ii) within a maturity, Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Redemption Notice. When optional redemption is authorized pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: the

Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(b) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Depository.

(c) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

(d) Such Redemption Notice shall be given to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

In lieu of providing notice via the means described in (a), (b) or (c) above, Redemption Notices may be provided via equally prompt electronic means as shall be acceptable to the Owners, the Depository or the Information Services.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon, or on the Bonds.

With respect to any Redemption Notice of Bonds (or portions thereof) pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by the Paying Agent (or an independent escrow agent selected by the District) on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay

the Principal of, premium, if any, and interest on, such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, no portion of the Bonds shall be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of the rescission of such Redemption Notice in the same manner as such notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor, Series and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the

Bond Register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, and all or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of Principal of, premium and interest on and to such Bond, for the purpose of giving Redemption Notices and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his or her respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its

Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book-entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to Principal of, premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including Redemption Notices, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of

such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

SECTION 7. Execution of the Bonds. The Bonds shall be signed by the President of the Board, or other member of the Board authorized to sign on behalf of the President, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, or the designee thereof, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of, premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and Transfer Amount upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying

Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity

or redemption upon surrender at the designated office of the Paying Agent. The Principal of, interest on, and premiums, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District and do not constitute an obligation of the County except as provided in this Resolution. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

SECTION 10. Form of Bonds. The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein. Pending the preparation of definitive Bonds, the Bonds may be executed and delivered in temporary form exchangeable for definitive Bonds when ready for delivery. If the Paying Agent delivers temporary Bonds, it shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Bonds shall be entitled to the same benefits hereunder as definitive Bonds.

SECTION 11. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriter upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Bonds. (a) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of the Principal Amount thereof, and net costs of issuance, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Orchard School District, Election of 2001 General Obligation Bonds, Series C Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election, including installation of additional security cameras, utilization of FOB keyless entries, installation of perimeter fencing and gates, painting building exteriors, upgrading of Wifi infrastructure, upgrading of heating, ventilation and air conditioning systems, and demolition and construction of new playground structures and the ordering of improvements or acquisition of each of those projects. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. At the election of the District (i) to the extent the Bonds are issued in more than one Series, there shall be created a separate Building Fund for each such Series of Bonds, and all references herein to the Building Fund shall be deemed to include each Building Fund created for a Series of Bonds, or (ii) the Building Fund may be established as a subaccount of, or otherwise combined with, any fund established by the County for the purpose of holding proceeds of prior bonds issued pursuant to the Authorization.

The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be kept separate and apart in the fund hereby authorized to be created and designated as the "Orchard School District, Election of 2001 General Obligation Bonds, Series C Debt Service Fund" (the "Debt Service Fund") for the Bonds and used for payment of Principal of and interest on the Bonds, and for no other purpose.

At the election of the District, (i) to the extent the Bonds are issued in more than one Series, there shall be created a separate Debt Service Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to a Debt Service Fund shall be deemed to include any Debt Service Fund created for a Series of Bonds, or (ii) the Debt Service Fund may be established as a subaccount of, or otherwise combined with, any fund established by the County for the purpose of holding proceeds of *ad valorem* property tax levies made to pay bonds issued pursuant to the Authorization.

Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds in the Building Fund not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of Principal and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds in the Debt Service Fund, any such excess amounts shall be transferred to the general fund of the District as permitted by law.

The costs of issuance of the Bonds, as well as the Underwriter's compensation, are hereby authorized to be paid either from premium withheld by the Underwriter upon the sale of the Bonds, or from the Principal Amount of the Bonds received from the Underwriter. To the extent costs of issuance are paid from such Principal Amount, the District, may direct that a portion thereof, in an amount not-to-exceed 2.0% of such Principal Amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose. Any excess moneys in the cost of issuance account remaining after payment of all costs of issuance shall be transferred to the County for deposit into the Building Fund or Debt Service Fund, as appropriate.

(b) Subject to federal tax restrictions, moneys in the Debt Service Fund and the Building Fund shall be invested in Permitted Investments pursuant to law and the investment policy of the County. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund. Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the Principal of and interest on the Bonds when due.

SECTION 13. Rebate Fund. The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the "Orchard School District, Election of 2001 General Obligation Bonds, Series C Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the "Tax Certificate").

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 14. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District, and which fund is hereby designated for the payment of the Principal of and interest on the Bonds when and as the same shall fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 14. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof.

Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection of *ad valorem* property taxes for the payment of each Series of Bonds and all amounts on deposit in the corresponding Debt Service Fund created pursuant to Section 12 hereof to the payment of such Series of Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in such Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of such Series of Bonds to provide security for the payment of such Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Director of Finance to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such Principal and interest. DTC will thereupon make payments of Principal and interest on the Bonds to the DTC Participants who will thereupon make payments of such Principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to Education Code Section 15234.

SECTION 15. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 16. Conditions Precedent. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Clerk of or Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds, and such Underwriter is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal of and interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such Principal or interest, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the Bond Register for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the Bond Register for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts transferred from the Debt Service Fund, if any, is sufficient to pay all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with amounts transferred from the Debt Service Fund, if any, and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant be fully sufficient to pay and discharge all Bonds Outstanding and

designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, "Government Obligations" shall, unless otherwise provided in the Purchase Contract, mean:

Direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations the payment of the principal of and interest on which is secured, guaranteed or otherwise backed by, directly or indirectly, a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either S&P or by Moody's.

SECTION 20. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the Principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

SECTION 21. Reimbursement of County Costs. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 22. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all Principal of and interest coming due on the Bonds in such year, as well as amounts owed to the paying Agent for services rendered, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay all such Principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The Board hereby finds and

determines that such *ad valorem* property taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

SECTION 23. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints Piper Sandler & Co. as the Underwriter, Eastshore Consulting LLC as Municipal Advisor, and Stradling Yocca Carlson & Rauth, a Professional Corporation as Bond Counsel and Disclosure Counsel, each with respect to the issuance of the Bonds.

(c) Notwithstanding any other provisions contained herein, the provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract and the Official Statement.

(d) Based on a good faith estimate from the Municipal Advisor, the District finds that (i) the True Interest Cost of the Bonds (as defined in Government Code Section 5852.1) is expected to be approximately 3.46%, (ii) the total Finance Charge of the Bonds (as defined in Government Code Section 5852.1) is expected to be \$223,000, (iii) the total proceeds expected to be received by the District from the sale of the Bonds, less the Finance Charge of the Bonds and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$7,777,000, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1), calculated to the final maturity of the Bonds, will be \$11,256,948. The information presented in this Section 23(c) is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any provision of this Resolution.

(e) To the extent the issuance of Bonds includes Long Current Interest Bonds (as defined herein), the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds, as shall be further evidenced by a certificate of the District substantially to such effect.

(f) The District hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Government Code Section 16.5 using DocuSign or other comparable digital signature programs.

SECTION 24. Resolution to County Treasurer and Tax Collector. The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Director of Finance immediately following its adoption.

SECTION 25. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Date of Delivery, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of the Continuing Disclosure Certificate appended to the form of Preliminary Official Statement on file with the Secretary to the Board as of the date hereof, and the Authorized Officers, each alone, are

hereby authorized to execute and deliver such Continuing Disclosure Certificate with such changes therein and modifications thereto as shall be approved by the Authorized Officer executing the same, such approval to be conclusively evidenced by such execution and delivery. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 26. Effective Date. This Resolution shall take effect immediately upon its passage.

SECTION 27. Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

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SECTION 28. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 12th day of September, 2023, by the following vote:

AYES: MEMBERS _____

NOES: MEMBERS _____

ABSTAIN: MEMBERS _____

ABSENT: MEMBERS _____

President of the Board of Trustees

ATTEST:

Secretary to the Board of Trustees

SECRETARY’S CERTIFICATE

I, Jeff Bowman, Secretary to the Board of Trustees of the Orchard School District (the “District”), Santa Clara County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on September 12, 2023, of which meeting all of the members of the Board of Trustees of said District had due notice and at which a quorum was present.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2023

Secretary to the Board of Trustees of the Orchard
School District

EXHIBIT A
FORM OF BONDS

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE PAYING AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

REGISTERED
NO.

REGISTERED
\$

ORCHARD SCHOOL DISTRICT
(SANTA CLARA COUNTY, CALIFORNIA)
ELECTION OF 2001 GENERAL OBLIGATION BONDS, SERIES C

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
____% per annum August 1, _____ _____, 2023

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Orchard School District (the "District") in Santa Clara County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2024. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2024, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by wire transfer by the Paying Agent on each Bond Payment Date to the Registered Owner of

this Bond (or one or more predecessor bonds) as shown on the Bond Register maintained by the Paying Agent as of, and to the bank and account number on file with the Paying Agent as of, the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the “Record Date”).

This Bond is one of an authorization of Bonds approved to raise money for the purposes authorized by voters of the District at the Election (as defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 6, 2001 (the “Election”), upon the question of issuing bonds in the amount of \$40,000,000 and the resolution of the Board of Trustees of the District adopted on September 12, 2023 (the “Bond Resolution”). This Bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code. This Bond and the issue of which this Bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with Education Code Sections 15250 and 15252. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of such *ad valorem* property taxes.

Pursuant to Government Code Sections 5450 and 5451, the District has pledged all revenues received from the levy and collection of ad valorem property taxes for the payment of the bonds, and all amounts on deposit in the Debt Service Fund (as defined in the Bond Resolution), to the payment of the bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund, and shall constitute an agreement between the District and the Registered Owners of the bonds to provide security for the payment of the bonds in addition to any statutory lien that may exist.

The bonds of this issue comprise \$_____ principal amount of Current Interest Bonds, of which this bond is a part (collectively, the “Bonds”).

This Bond is exchangeable and transferable for Bonds of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable Redemption Notice is given or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20__ are not subject to optional redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, from any source of available funds, in whole

or in part, on any date on or after August 1, 20__ at a redemption price equal to the principal amount of the Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20__ (the “20__ Term Bonds”), are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such 20__ Term Bonds to be so redeemed, the dates therefor, and the final principal payment date are as indicated in the following table:

Redemption Dates

Principal Amounts

TOTAL

In the event that a portion of the 20__ Term Bonds maturing on July 1, 20__ are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 of principal amount, in respect of the portion of such 20__ Term Bonds optionally redeemed.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by Paying Agent as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as shall be determined by the Paying Agent, provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay the principal of and interest when due.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Orchard School District, Santa Clara County, California, has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Trustees of the District, all as of the date stated above.

ORCHARD SCHOOL DISTRICT

By: _____ (Facsimile Signature)
President of the Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
Secretary of the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2023.

By: U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Paying Agent

Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this Bond and irrevocably constitutes and appoints attorney to transfer this Bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary of the Board of Education

(Form of Legal Opinion)

11. 2023 - 24 Comprehensive School Safety Plan Orchard School District 

Type

Discussion

Quick Summary / Abstract

Staff will provide an update regarding the Orchard School District Comprehensive School Safety Plan, which is comprised of the Attendance, Wellness, and Emergency plans. This item will give the staff the opportunity to present items where the Board may want to discuss or ask questions on the topic presented.

Recommendation

It is recommended that the Board of Trustees approve Orchard's Comprehensive School Safety Plan.

Supporting Documents



2023_24 Comprehensive_School_Safety_Plan_Orchard_School_District_20231019

Comprehensive School Safety Plan

**2023-2024
School Year**

School: Orchard School
CDS Code: 43-696330000000
District: Orchard School District
Address: 921 Fox Lane
San Jose, CA 95131

Date of Adoption:

Date of Update: 7/10/2023

Date of Review:

- with Staff
- with Law Enforcement
- with Fire Authority

Approved by:

| Name | Title | Signature | Date |
|------|-------|-----------|------|
| | | | |

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Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

<https://www.orchardsd.org/#>

A copy of the Comprehensive School Safety Plan is available for review at .

Safety Plan Vision

We believe that it takes all educational partners, which includes our employees, students, parents, and community, to help create and facilitate a health and safe school environment.

Components of the Comprehensive School Safety Plan (EC 32281)

Orchard School Safety Committee

Assessment of School Safety

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

The Superintendent or designee shall oversee the development of a comprehensive school safety plan. (Education Code 32281)

The comprehensive safety plan shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan at a regularly scheduled meeting.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education if the school has not complied with the requirements of Education Code 32281. (Education Code 32288)

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

Tactical Response Plan

Notwithstanding the process described above, any portion of the comprehensive safety plan that includes tactical responses to criminal incidents that may result in death or serious bodily injury at the school, including steps to be taken to safeguard students and staff, secure the school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with a representative of an employee bargaining unit, if he/she chooses to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

Public Access to Safety Plan(s)

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

With concern for the total well-being of each student, employees of the district shall report known or suspected incidences of child abuse in accordance with state law and district regulations. Our employees cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse.

A. Definition of Child Abuse

"Child Abuse," as defined by law, pursuant to Penal Code 273 and 11165, includes:

1. Physical abuse resulting in a non-accidental physical injury.
2. Physical neglect, including both severe and general neglect, resulting in negligent treatment or maltreatment of a child.
3. Sexual abuse including both sexual assault and sexual exploitation.
4. Emotional abuse and emotional deprivation including willful cruelty or unjustifiable punishment.
5. Severe corporal punishment.

B. Legal Duty to Report

1. Mandated child abuse reporting is governed by the Child Abuse and Neglect Reporting Act, P.C. 11164. The intent and purpose of the law is to protect children from abuse. The definition of a child is any person under 18 years of age.
2. Within the scope of his or her employment, any childcare custodian who has knowledge of, observes, or reasonably suspects a child is a victim of child abuse, shall report the known or suspected abuse to a child protective agency by telephone and written report. Additionally, any suspicion of mental suffering inflicted on a child where his or her well-being is endangered in any way, will also be reported.

a. "Mandated Reporters" are those people defined by law as "childcare custodians," "medical practitioners" and "non-medical practitioners" and include virtually all school employees. (Penal Code 11165.7 and 11165.8) The following school personnel are required to report: teachers, administrators, supervisors of child welfare and attendance, certificated student personnel employees, employees of a child care programs, preschool teachers, school psychologists, licensed nurses, counselors, para-educators instructional aides or other classified employees trained in child abuse reporting. Employees do not need to have their employer's permission to make a child abuse report.

b. "Child Protective Agencies" are those law enforcement and child protective services responsible for investigating child abuse reports, including the local police or sheriff's department, county welfare or juvenile probation department and child protective services (CPS).

c. "Reasonable Suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse. (Penal Code 11166)

3. Employees will report known or suspected child abuse to a child protective agency by telephone immediately or as soon as practically possible and in writing within 36 hours. The reporting duties are individual and cannot be delegated to another individual.

4. When two or more persons who are required to report and both have knowledge of suspected child abuse, and when there is agreement among them, the telephone report may be made by any one of them who is selected by mutual agreement, and a single report may be made and signed by the person selected. However, if any person who knows or should know that the person designated to report failed to do so, that person then has a duty to make the report.

5. The duty to report child abuse is an individual duty and no supervisor or administrator may impede or inhibit such reporting duties. Furthermore, no person making such a report shall be subject to any sanction. Any supervisor or administrator in violation (Section 11166) is guilty of an infraction punishable by a fine not to exceed five thousand dollars (\$5000).

C. Legal Responsibility and Liability

1. Mandated reporters have absolute immunity. School employees required to report are not civilly or criminally liable for filing a required or authorized report of known or suspected child abuse.

2. Any mandated reporter who fails to report an incident of known reasonably suspected child abuse or neglect as required by this section is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by fine of one thousand dollars (\$1000) or by both that fine and punishment. The mandated reporter may also be held civilly liable for damages of any injury to the child after a failure to report.

D. Reporting Procedures

1. The person who first observes or learns about the abuse is to complete the "Suspected Child Abuse Report" form (SS 8572) and call the Child Abuse Reporting phone number (ENTER NUMBER) (Emergency) or (ENTER NUMBER)

2. OR Immediately telephone the appropriate law enforcement agency (based upon where the abuse is suspected to have occurred). Jurisdiction, as to whether the county or the city responds, is determined by where the abuse took place.

a. City: Call the (ENTER CITY) Police Department's Youth and Family Services Bureau or contact the School Resource Officer. Complete and submit the "Suspected Child Abuse Report" form (SS 8572).

b. County: Call the (ENTER COUNTY) County Sheriff's Department. Complete and submit the "Suspected Child Abuse Report" form (SS 8572) Call (LOCAL LAW ENFORCEMENT) Dispatcher (ENTER NUMVER)

3. Employees are not required to identify themselves to their employer when they make a child abuse report. If an employee wishes to waive his/her confidentiality rights he/she may wish to make photocopies of the "Suspected Child Abuse Report" form (SS8572) and forward a copy to the principal and to the Executive Director of Student and Family Support Services.

E. Victim Interviews

Upon request, a child protective agency representative may interview a suspected victim of child abuse, during school hours and on school premises, concerning a report of suspected child abuse that occurred within the child's home. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the child. A staff member or volunteer aide selected by a child may decline to present at the interview. If the selected person accepts, the principal or designee shall inform him/her, before the interview takes place, of the following legal requirements:

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.

2. The selected person shall not participate in the interview.

3. The selected person shall not discuss the facts or circumstances of the case with the child.

4. The selected person is subject to the confidentiality requirements of Article 2.5 (Penal Code 11165 et seq.), a violation of which is punishable as specified by Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

F. Release of Child to Peace Officer or to a Child Protective Services Worker

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse, the principal or other school staff shall not notify the parent/guardian as required in other instances of removal of a child from school, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. It is the responsibility of the peace officer to notify the parent/guardian of the situation

G. Staff Training

The Principal or designee shall provide training in child abuse identification and reporting for all certificated personnel, instructional and teacher aides, teacher assistants, para-educators and other classified employees. (Penal Code 11165.7) All employees trained in

child abuse identification and reporting shall be given, as a part of that training, written notice of the child abuse reporting requirements and the employees' confidentiality rights. (Penal Code 11165.7). The absence of training does not excuse a mandated reporter from the duties imposed by the penal code.

The Board recognizes that child abuse has severe consequences and that the district has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse. The Superintendent or designee shall establish procedures for the identification and reporting of such incidents in accordance with law.

Employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect. Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect.

The Superintendent or designee shall provide training regarding the reporting duties of mandated reporters.

In the event that training is not provided to mandated reporters, the Superintendent or designee shall report to the California Department of Education the reasons that such training is not provided. (Penal Code 11165.7)

XX. SUSPECTED CHILD ABUSE

All employees who have contact with students on a regular basis as part of their job duties are designated as child care custodians (mandated reporters). By law they must complete these actions within 36 hours of receiving information about suspected abuse or neglect.

1. NOTIFY SUPERVISOR and appropriate site personnel.

2. CALL the Santa Clara County Department of Social Services, Child Protective Services (CPS) at (408) 299-2071. If immediate intervention is required, call the police (911) and then make a follow-up call to the CPS. Provide the following information.

- Name of person making report
- Name of the child
- Present location of the child
- Nature and extent of injury
- Any other information requested by the police or CPS

3. Complete a "Suspected Child Abuse Report," SS 8572.

Reporting Procedures

Initial Telephone Report

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Child Protective Services
(408) 299-2071

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation

or welfare department or the police or sheriff's department.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter

The child's name and address, present location, and, where applicable, school, grade, and class

The names, addresses, and telephone numbers of the child's parents/guardians

The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child

The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information
The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

Internal Reporting

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the Superintendent or designee as soon as possible after the initial telephone report to the appropriate agency.

The Superintendent or designee so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the Superintendent or designee may assist in completing and filing the necessary forms.

Reporting the information to an employer, or the Superintendent, supervisor, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

SUSPECTED CHILD OR DEPENDENT ADULT ABUSE

Employees who are mandated reporters as defined by law are obligated to immediately report situations in which knowledge of or reasonable suspicion exists that a child has been a victim of abuse or neglect. Mandated reporters shall make an initial report by telephone, then prepare and mail or fax follow-up a written report within 36 hours per California Penal Code 11165.7

(Note: Refer to SCCOE Superintendent Policy 4141.4 and Administrative Regulation 4141.4 related to Child and Dependent Adult Abuse Prevention and Reporting for more information. California Penal Code 11165.7 provides information about mandated reporting under the law.)

Immediately or as soon as possible:

1. Call 9-1-1 for immediate emergency or
2. Call Santa Clara County Department of Family and Children's Services (DFCS) at:
 - Gilroy/Morgan Hill (South County)
(408) 683-0601
 - San Jose Area (Central County)
(408) 299-2071
 - Palo Alto (North County)
(650) 493-1186

Content of call:

- Name of person making report
- Name of the child
- Present location of the child
- Nature and extent of injury
- Any other information requested by the police or DFCS

Within 36 hours:

Complete written report using Suspected Child Abuse Report SS 8572 (SCAR)

- a. SCAR form available at school site office/cluster office, SCCOE Human Resources, or you may obtain a copy at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf or call DFCS directly at 408-299-2071
- b. Mail or fax the SCAR report to: DFCS 373 West Julian St. 2nd Floor. San Jose, CA 95110
Fax: (408) 975-5851
- c. Keep a copy of complete report

SCCOE Internal Reporting

1. Employees reporting child abuse or neglect to DFCS or law enforcement are encouraged, but not required, to notify the principal or site supervisor as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Santa Clara County Superintendent of Schools or designee.
2. The following actions must be taken if an SCCOE employee has knowledge of or reasonably suspects that another SCCOE employee or other individual who works with or has contact with students on campus, has in the past, or is currently engaged in suspicious behavior:
 - File a Suspected Child Abuse Report by telephone to law enforcement (any police or sheriff department)
 - Submit a Suspected Child Abuse Report form (SS 8572) within 36 hours
 - Immediately notify their supervisor of the alleged inappropriate conduct
 - Complete and submit an SCCOE Student/Staff Incident Report

Note: If the allegation involved the site administrator, the employee is to contact the program director.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act. Such procedures shall be incorporated into the comprehensive school safety plan. (Education Code 32282)

In developing the disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, he/she shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

The plan shall comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

Public Agency Use of School Buildings for Emergency Shelters

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services they deem necessary to meet the community's needs. (Education Code 32282)

District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

While on school grounds

While going to or coming from school

During the lunch period, whether on or off the school campus

During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

Selling or otherwise furnishing a firearm

Brandishing a knife at another person

Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058

Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4

Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

That other means of correction are not feasible or have repeatedly failed to bring about proper conduct

That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

*Board is in the process of updating all Board Policies in February of 2024.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Notification to teacher; pupil who has engaged in acts constituting grounds for suspension or expulsion; civil or criminal liability; misdemeanor; fine; confidential information; application of section. Ed. Code 49079.

a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section

b) No school district, or school district officer or employee, shall be civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew that the information was false, or was made with a reckless disregard for the truth or falsity of the information provided.

c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a), is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(E) Sexual Harassment Policies (EC 212.6 [b])

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Sexual harassment includes, but is not limited to, harassment that is based on the gender, gender identity, gender expression, or sexual orientation of the victim.

This policy shall apply to all district employees and to other persons on district property or with some employment relationship with the district, such as interns, volunteers, contractors, and job applicants

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

Providing training to employees in accordance with law and administrative regulation

Publicizing and disseminating the district's sexual harassment policy to staff and others to whom the policy may apply

Ensuring prompt, thorough, and fair investigation of complaints

Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

Any district employee who feels that he/she has been sexually harassed in the performance of his/her district responsibilities or who has knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to his/her supervisor, the principal, district administrator, or Superintendent.

A supervisor, principal, or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

When appropriate based, on the severity or pervasiveness of the incident, the Superintendent or designee may contact law enforcement.

Complaints of sexual harassment shall be filed in accordance with AR 4030 - Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

Students must be dressed appropriately for school so that the student dress and appearance cannot be hazardous to the health and safety of anyone in the school, nor can it be disruptive to the learning process. The following are guidelines:

1. Clothing, jewelry, and personal items (backpacks, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or of a sexual nature, which bear drug, alcohol or tobacco company advertising, gang affiliations, promotions and likeness, or which advocate racial, ethnic, religious prejudice.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and helps ensure student safety and the prevention of student injury. The Superintendent or designee shall implement appropriate practices to minimize the risk of harm to students, including, but not limited to, practices relative to school facilities and equipment, the outdoor environment, educational programs, and school-sponsored activities.

Staff shall be responsible for the proper supervision of students during school hours, during school-sponsored activities, and while students are using district transportation to and from school.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety, as well as injury and disease prevention.

Crossing Guards/Safety Patrol

To assist students in safely crossing streets adjacent to or near the school, the Board may employ crossing guards and/or establish a safety patrol at the school. The Superintendent or designee shall periodically examine traffic patterns within the school district in order to identify locations where crossing assistance may be needed.

The Superintendent or designee shall establish school rules for the safe and appropriate use of school equipment and materials and for student conduct consistent with law, Board policy, and administrative regulation. Copies of the rules shall be distributed to parents/guardians and shall be readily available at the school at all times.

Release of Students

Students shall be released during the school day only to the custody of an adult if:

The adult is the student's custodial parent/guardian.

The adult has been authorized on the student's emergency card as someone to whom the student may be released when the custodial parent/guardian cannot be reached, and the principal or designee verifies the adult's identity.

The adult is an authorized law enforcement officer acting in accordance with law.

The adult is taking the student to emergency medical care at the request of the principal or designee.

Supervision of Students

Teachers shall be present at their respective rooms and shall open them to admit students not less than 30 minutes before the time when school starts. (5 CCR 5570)

Every teacher shall hold students accountable for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The Superintendent or designee shall require all individuals supervising students to remain alert in spotting dangerous conditions, promptly report any such conditions to the principal or designee, and file a written report on such conditions as appropriate.

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

Where playground supervision is not otherwise provided, provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions (5 CCR 5552)

Clearly identify supervision zones on the playground and require all playground supervisors to remain outside at a location from which they can observe their entire zone of supervision

Consider the size of the playground area, the number of areas that are not immediately visible, and the age of the students to determine the ratio of playground supervisors to students

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help them to forestall problems and resolve conflicts. Such training shall be documented and kept on file.

Student Safety Patrols

School safety patrols shall be used only at those locations where the nature of traffic will permit their safe operation. The locations where school safety patrols are used should be determined jointly with the local law enforcement agency. (5 CCR 572)

A school safety patrol shall be composed of students who are selected by the Superintendent and shall serve only with written consent from their parent/guardian. Patrol members shall be at least 10 years old and at least in the fifth grade. (Education Code 49302; 5 CCR 571)

Patrol members shall be under the supervision and control of the principal or designee and shall receive training in proper procedures, including, but not limited to, the operations specified in 5 CCR 573-574. Whenever on duty, patrol members shall wear the standard uniform required by 5 CCR 576.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Healthy and Safe Classroom environment

Element:

Each classroom is designed for safety and security

Opportunity for Improvement:

Training entire staff

| Objectives | Action Steps | Resources | Lead Person | Evaluation |
|-----------------------------------|---|----------------------|----------------------------------|---------------------------------------|
| More inclusive in our instruction | Utilize the training received to build classroom community and develop empathy within our Orchard students. | Responsive Classroom | Trained Teachers, Administration | Number of suspensions and expulsions |
| HVAC System Maintenance | Routine maintenance | Contract with HVAC | Foreman | All filters and systems are optimized |
| Emergency training (refresher) | Train in techniques to use when faced with immediate threats | SCCSIG | Superintendent | Attendance at trainings |
| De-escalation training | Train in techniques to mitigate conflict | SCCSIG | District Leadership | Attendance at trainings |
| First Aide and CPR Training | Train all staff in First Aide and CPR | SCCSIG | Jeff Bowman | Certificates Received |

Component:

School procedures and routines aligned with a safe school environment

Element:

Campus supervision

Opportunity for Improvement:

Organization and implementation of rules and procedures

| Objectives | Action Steps | Resources | Lead Person | Evaluation |
|--|--|---------------------|----------------|--|
| Procedures and utilization of space at brunch and lunch | Meet with all middle school students | School safety | Administration | Decrease in referrals as well as observations of student conduct |
| Yard staff monitoring students | Yard Handbook Implemented and training on best practice for monitoring students. | School safety | Administration | Decrease in referrals and observations. |
| Drop-off and Pick-up traffic flow and safety | Email parents and train staff and students | School safety | Administration | Flow of traffic and following of rules |
| Increase signage for parking lots along with marking of stalls | Identify signs needed and make permanent | Facilities and Yard | Administration | Flow of traffic and following of rules |

Component:

Build educational partners commitment to school safety and security

Element:

Increase parent involvement

Opportunity for Improvement:

Grow the number of families in PTA

| Objectives | Action Steps | Resources | Lead Person | Evaluation |
|---|--|-----------|----------------|-------------------------------|
| Leverage plans and inform families of school procedures | Update Board and meet with SSC and PTA | CDE | Principal | Attendance of meetings |
| Fire department walkthroughs | Meet with local fire department | Fire | Principal | Feedback from fire department |
| Resource Officer to review site procedures | Police Department | Police | Administration | Feedback on plans |

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)**Orchard School Student Conduct Code**

The Governing Board desires to provide a safe, supportive, and positive school environment conducive to student learning and to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, and parent involvement can minimize the need for discipline.

The Superintendent or designee shall approve a complement of effective, age-appropriate strategies for correcting student behavior. Such strategies may include, but are not limited to, conferences with students and their parents/guardians; use of study, guidance, or other intervention-related teams; enrollment in a program teaching prosocial behavior or anger management; and participation in a restorative justice program. Staff shall use preventative measures and positive conflict resolution techniques whenever possible. Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as suspension and expulsion, shall be imposed only when required by law and when other means of correction have failed. (Education Code 48900.5)

Board policies and administrative regulations shall outline acceptable student conduct and provide the basis for sound disciplinary practices.

The administrative staff may develop disciplinary rules to meet the school's particular needs. However, the rules shall be consistent with law, Board policy, and district regulations. The Board may review, at an open meeting, the approved school discipline rules for consistency with Board policy and state law. (Education Code 35291.5)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health and opportunity to learn.

Persistently disruptive students may be assigned to alternative programs or removed from school in accordance with law, Board policy, and administrative regulation.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing consistent classroom management skills, implementing effective disciplinary techniques, and establishing cooperative relationships with parents/guardians.

At the beginning of every school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in the school in the immediately preceding school year and their effect on student learning.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. (Education Code 49001)

However, corporal punishment does not include any pain or discomfort suffered by a student as a result of his/her voluntary participation in an athletic or other recreational competition or activity. In addition, an employee's use of force that is reasonable and necessary to protect himself/herself, students, staff, or other persons, to prevent damage to property, or to obtain possession of weapons or other dangerous objects within the control of the student is not corporal punishment. (Education Code 49001)

Conduct Code Procedures

Disciplinary Rules

In developing disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

Parents/guardians

Teachers

School administrators

School security personnel, if any

For junior high and high schools, students enrolled in the school
The school shall review its site-level discipline rules at least every four years.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Disciplinary strategies may include, but are not limited to:

Discussion or conference between school staff and the student and his/her parents/guardians

Referral of the student to the school counselor or other school support service personnel for case management and counseling

Convening of a study, guidance, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and his/her parents/guardians

When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan

Enrollment in a program for teaching prosocial behavior or anger management

Participation in a restorative justice program

A positive behavior support approach with tiered interventions that occur during the school day on campus

After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

Recess restriction as provided in the section below entitled "Recess Restriction"

Detention after school hours as provided in the section below entitled "Detention After School"

Community service as provided in the section below entitled "Community Service"

In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

Reassignment to an alternative educational environment

Suspension and expulsion in accordance with law, Board policy, and administrative regulation
Recess Restriction

A teacher may restrict a student's recess time only when he/she believes that this action is the most effective way to bring about improved behavior. When recess restriction may involve the withholding of physical activity from a student, the teacher shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.

The student shall remain under a certificated employee's supervision during the period of restriction.

Teachers shall inform the principal of any recess restrictions they impose.
Detention After School

Students may be detained for disciplinary reasons up to one hour after the close of the maximum school day. (5 CCR 353)

If a student will miss his/her school bus on account of being detained after school, or if the student is not transported by school bus, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made. The student shall not be detained unless the principal or designee notifies the parent/guardian.

In cases where the school bus departs more than one hour after the end of the school day, students may be detained until the bus departs. (5 CCR 307, 353)

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may, at his/her discretion, require a student to perform community service during nonschool hours on school grounds, or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then a student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

The Superintendent or designee shall also provide written notice of the rules related to discipline to transfer students at the time of their enrollment in the district.

(K) Hate Crime Reporting Procedures and Policies

The Governing Board is committed to providing a safe learning environment that protects students from discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. Such collaborative efforts shall focus on ensuring an efficient use of district and community resources, developing effective prevention strategies and response plans, providing assistance to students affected by hate-motivated behavior, and/or educating students who have perpetrated hate-motivated acts.

The district shall provide students with age-appropriate instruction that includes the development of social-emotional learning, promotes their understanding of and respect for human rights, diversity, and acceptance in a multicultural society, and provides strategies to manage conflicts constructively.

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.

The Superintendent or designee shall provide staff with training on recognizing and preventing hate-motivated behavior and on effectively enforcing rules for appropriate student conduct.

Complaint Process

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member.

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the principal or the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, he/she shall also contact law enforcement.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(J) Procedures to Prepare for Active Shooters

IX. ARMED ASSAILANT/ GUNFIRE

The Emergency Operating Center Director/ Incident Commander or police officials will issue directions, when possible. Otherwise, you will need to rely on your own resources.

1. REMAIN CALM
2. CALL 911
3. NOTIFY FRONT OFFICE
4. IF INDOORS, RETREAT (Put as many locked doors in between you and the shooter as possible)
5. IF ON CAMPUS, RUN OR HIDE
 - Keep students/ personnel inside building
 - -Secure building
6. IF CONFRONTED, DEFEND

- Lie on the floor
 - Avoid eye contact with assailant
7. See LOCKDOWN procedures.

XII. LOCKDOWN

This procedure is implemented to ensure safety of students and staff from intruders or incidents in the community.
 STEPS FOR LOCKDOWN

1. SECURE ALL ENTRANCES and exits to the building.
2. ACCOUNT FOR EACH STUDENT and staff member
3. Ensure that no one enters or leaves the building unless authorized.
4. In an interior lockdown, students are kept in designated locations.
5. Lockdown ends when the situation is resolved and danger no longer exists, establish a single point of entry/exit for the building.

Lockdown
 Security Alert Procedure

To report problem initially, call office at Ext. 110.

Emergency Dial 8- 911 (classroom)

A Lockdown alert is designed to put the entire campus into a total lock- down mode prior to a possible police evacuation. This might be necessary if there is a threat of violence either from the outside or from an internal source.

When a Lockdown is invoked by the PA announcement system with the phrase “This is a Lockdown”:

- Classroom/Office lock down begins.
- Police Respond.
- District-wide staff responds.

IF OUTSIDE THE CLASSROOM (RUN)

(PE classes, custodians, etc.) and you have a safe exit:

1. Seek safety, but do not let students leave your supervision:
 Run in a zig-zag pattern to the safest Staging Area OR go to the nearest classroom OR find cover OR stay put.
2. Take roll.
3. Wait for police to arrive to give
 ALL CLEAR.
4. Once in the on-site evacuation assignment, stay put. Wait for
 District Office personnel to arrive.
5. Do not talk to the press.

IF INSIDE THE CLASSROOM OR BUILDING (HIDE):

1. SECURE ROOM

- Take in students/staff outside of your classroom who need to be inside.
- Close the door. If you can safely lock the door, do so.
- Barricade the door.
- Cover the windows 6-7 feet high, if possible. Shut your blinds
- If sufficient daylight, turn off lights, otherwise keep them on.
- Set –up interior barricades where “least observable” through classroom windows.

All students should huddle next to the counters under the windows as best as possible or in another location that is out of the line of sight from the door(s) as applicable.

- Note escape routes.

- Locate fire extinguisher.
- Take roll.
- Insulate the floor for warmth (newspapers work well), if you can.
- Get out any available hard candy, snacks, water, and quiet games.

2. STAY CALM

Adopt a survival mentality, keep away from the doorways and avoid being seen through the windows in your classroom and keep silent or whisper. Assume you will be here several hours. Helpful suggestions include:

- Breathing and relaxing exercises: 4-count.
- Students in pairs; check in and report every 15 minutes.
- If anxiety increases, touch is calming – hold hands.
- If bored, play simple mental games: alphabet, number.
- Defend as necessary
- Use available resources to create a make-shift bathroom and barrier for privacy.

3. STAY PUT

Upon police arrival, they will call your classroom. Await instructions from the police.

4. EVACUATE QUICKLY AS DIRECTED BY POLICE TO STAGING AREA. FOLLOW PROTOCOL.

- Remove jackets, coats, bulky sweaters.
- Leave all purses, backpacks, and books. Only teachers/staff make keep the emergency bag with first aid supplies, red/green card and roster(s).
- Keep hands on or behind your head, take clipboard with roll sheet and red/green cards.
- Make no sudden moves.
- Exit in a single file.
- Maintain silence.
- Follow directions and proceed to nearest staging area.

5. STAGING AREA

- Once at on-site evacuation assignment, check in with the Principal or Designee - DO NOT LEAVE.

Green Card; Indicates all is OK

Red Card: List missing students or student(s) hurt.

Reminder: Do not talk to the press.

Run, Hide, Defend – Active Shooter, Armed Intruder, Gunfire

RUN = EVACUATE

- Decide if you can escape Safely
- If it is safe, run as fast as you can away from the direction of the gunshots
- DO NOT stop running until you are far away from the area
- Leave your belongings behind
- Help others escape if possible
- Prevent individuals from entering the area, but not at the risk of your own safety

Other considerations

- Get away from the threat and identify a safe place
- When fleeing from danger, keep buildings, cars or other objects between you and the threat
- Do not attempt to move wounded people
- Call 911 when safe

HIDE = LOCKDOWN

- If escape is not feasible, hide and create a barricade

- Lock the door, turn off the lights and close the blinds
- Take cover behind large items
- Silence your cell phones and turn off vibrate mode
- Remain quiet
- Move away from the doors and windows
- Reinforce the locked doors with chairs, desks, and other large items

Other Considerations

- Call 911 when it is safe to do so
- Once you have secured the door, do not open it for anyone. Police will enter the room when the situation is over
- Prepare yourself mentally and physically for the possibility of engaging the shooter
- Put yourself in a position to surprise the suspect(s) if they enter the room

DEFEND = FIGHT FOR YOUR LIFE

This is a LAST RESORT option!!!

- Commit to your actions!
- Act as aggressively as possible
- Improvise weapons from the items that are around you
- Attack in a group (Middle School and above)
- Yell and make loud noises to disorient the shooter
- If possible, grab the shooter's limbs and head, take them to the ground and hold them there. Ensure shooter(s) are not within their reach

The Site/School Administrator or police officers will issue directions, when possible. Otherwise, you will need to rely on your own resources.

REMAIN CALM

CALL 911

NOTIFY CO-WORKER IF INDOORS

RETREAT (Put as many locked doors between you and the shooter as possible)

IF CONFRONTED

- Lie on floor
- Avoid eye contact with assailant

IF ON CAMPUS, HIDE/LOCK DOWN

Keep students/personnel inside building and secure buildings

Procedures for Preventing Acts of Bullying and Cyber-bullying

Bullying of any kind, which includes repeated physical, verbal or emotional harassment, is strictly prohibited. This may include, but is not limited to: spreading rumors, posting disparaging content on social network websites or apps, and texting or leaving harassing phone messages. The Orchard School Board of Education has adopted policy (OSD BP 5131) which addresses this serious issue. This behavior is taken very seriously, and students who engage in bullying will be severely punished, possibly including suspension and referral to law enforcement.

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

(cf. 5131 - Conduct) (cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment) (cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

Cyberbullying includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans

(cf. 0420 - School Plans/Site Councils) (cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan) (cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools) (cf. 6020 - Parent Involvement)

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

(cf. 1020 - Youth Services) Bullying Prevention

To the extent possible, school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

(cf. 5137 - Positive School Climate)

As Appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6163.4 - Student Use of Technology)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

(cf. 4131 - Staff Development) (cf. 4231 - Staff Development) (cf. 4331 - Staff Development)

Based on an assessment of bullying incidents at the school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As appropriate, based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services) Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline

Corrective actions for any student who engages in an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion, in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation) (cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)) (cf. 6159.4 - Behavioral Interventions for Special Education Students)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

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

(cf. 4119.21/4219.21/4319.21 - Professional Standards) (cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Safety Plan Review, Evaluation and Amendment Procedures

Board will review on October 24. Safety Committee will meet quarterly throughout the year, with the ability to meet more as needed.

Safety Plan Appendices

Emergency Contact Numbers

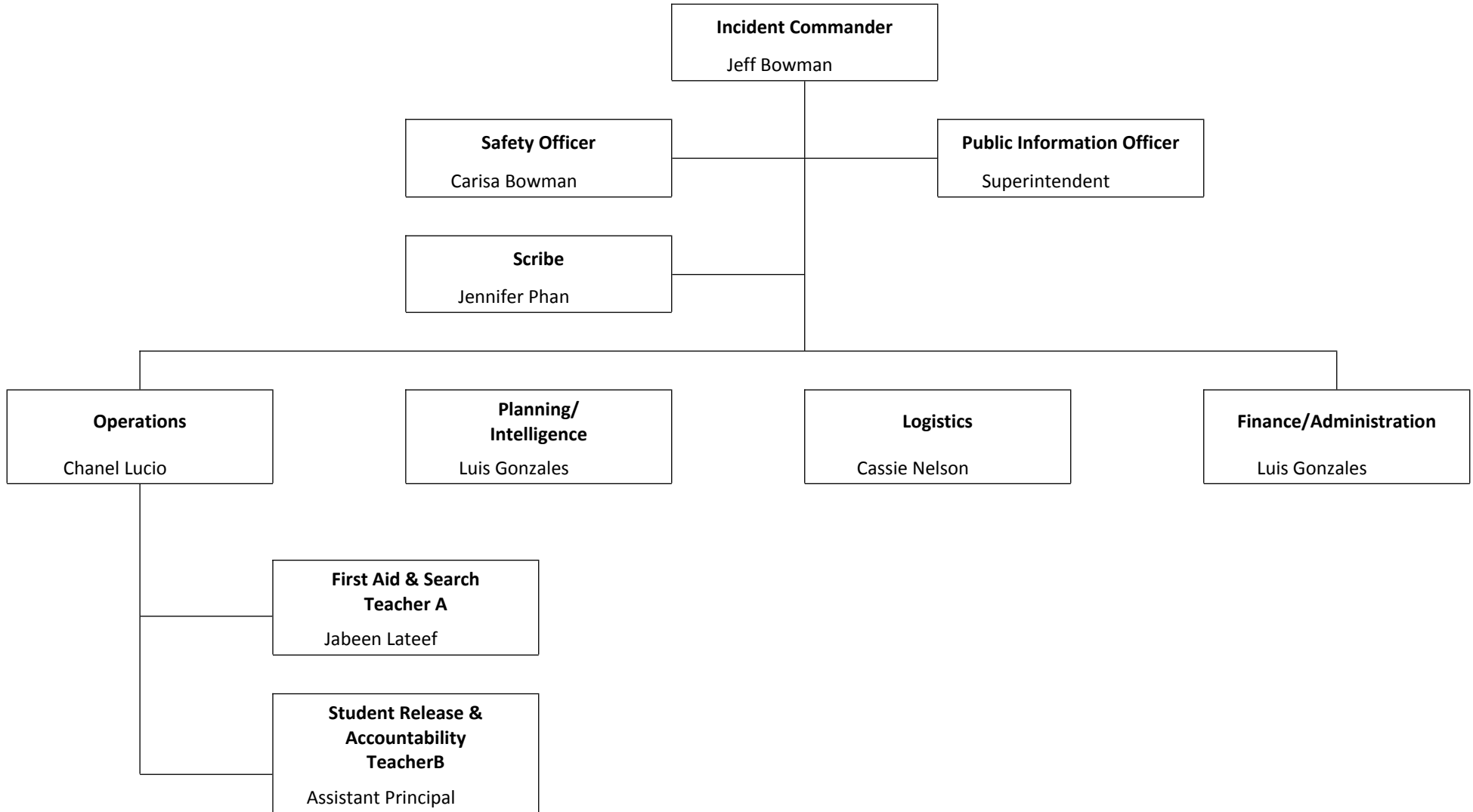
Utilities, Responders and Communication Resources

| Type | Vendor | Number | Comments |
|--------------------------------|--|---------------------|----------|
| School District | | 408-944-0397 | |
| Emergency Services | San Jose Police Department (Emergency) | 911 | |
| Law Enforcement/Fire/Paramedic | San Jose Police Department (Non-Emergency) | 408-354-8600 or 311 | |
| Emergency Services | 911 from cell phone call: | 408-277-8911 | |
| Public Utilities | San Jose Water Company | 408-279-7900 | |
| Local Hospitals | Regional Medical Center | 408-259-5000 | |
| Emergency Services | United Way Silicon Valley | 211 | |

Safety Plan Review, Evaluation and Amendment Procedures

| Activity Description (i.e. review steps, meetings conducted, approvals, etc) | Date and Time | Attached Document (description and location) |
|---|----------------------|--|
| The comprehensive safety plan shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288) | August 1, 2023 | |
| Safety Committee Meeting: Certificated, Classified, Management, PTA President | September 19, 2023 | |
| Draft Presented: Staff, Board, SSC | October 1, 2023 | |
| The Board shall review the comprehensive safety plan in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan at a regularly scheduled meeting. | October 24,2023 | |

Orchard School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

When an emergency situation occurs, school personnel must quickly determine what initial response actions are required. Determining the appropriate actions to take is a three-step process: 1) identify the type of emergency; 2) identify the level of emergency; and 3) determine immediate action(s) that may be required. Each of these steps is discussed below.

IDENTIFY TYPE OF EMERGENCY

The first step in responding to an emergency is to determine the type of emergency that has occurred. Emergency procedures for types of emergencies are listed below.

Step Two: Identify the Level of Emergency

The second step in responding to an emergency is to determine the level of the emergency. For schools, emergency situations can range from a small fire to a major earthquake. To assist schools in classifying emergency situations, a three-tiered rating system is described below.

Level 1 Emergency: A minor emergency that is handled by school personnel without assistance from outside agencies, e.g., a temporary power outage, a minor earthquake, or a minor injury on the play yard. Guidelines to manage Level 1 (Crisis) are describe in the Crisis Response Checklist.

Level 2 Emergency: A moderate emergency that requires assistance from outside agencies, such as a fire or a moderate earthquake, or a suspected act of terrorism involving the dispersion of a potentially hazardous material, e.g., “unknown white powder”.

Level 3 Emergency: A major emergency event that requires assistance from outside agencies such as a major earthquake, civil disturbance or a large-scale act of terrorism. For Level 3 emergencies, it is important to remember that the response time of outside agencies may be seriously delayed

Step Three: Determine the Immediate Response Action

DETERMINE IMMEDIATE RESPONSE ACTIONS

Once the type and extent of an emergency have been identified, school personnel can determine if an immediate response action is required. The most common immediate response actions initiated during school emergencies are: (a) Duck and Cover, (b) Shelter-In-Place, (c) Lock Down,(d) Evacuate Building, (e) Off- Site Evacuation, or (f) All Clear.

DUCK AND COVER

This action is taken to protect students and staff from flying or falling debris.

Description of Action

1. The Principal will make the following announcement on the PA system. If the PA system is not available, the Principal will use other means of communication, i.e., sending messengers to deliver instructions. The Principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

“YOUR ATTENTION PLEASE. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME SEISMIC ACTIVITY. FOR EVERYONE’S PROTECTION, ALL STUDENTS SHOULD FOLLOW DUCK AND COVER PROCEDURES, WHICH MEANS YOU SHOULD BE IN A PROTECTED POSITION UNDER A TABLE OR DESK, AWAY FROM WINDOWS AND ANYTHING THAT COULD FALL AND HURT YOU. HOLD THIS POSITION UNTIL THE SHAKING STOPS OR GIVEN FURTHER INSTRUCTIONS.”

2. If inside, teachers will instruct students to duck under their desks and cover their heads with their arms and hands.

3.If outside, teachers will instruct students to drop to the ground, place their heads between their knees, and cover their heads with their arms and hands.

SHELTER-IN-PLACE

This action is taken to place and/or keep students indoors in order to provide a greater level of protection from airborne contaminants in outside air. Shelter-in-Place is implemented when there is a need to isolate students and staff from the outdoor environment and includes the shutdown of classroom and/or building HVAC systems. During Shelter-in-Place, no one should be exposed to the outside air. The difference between Shelter-in-Place and Lock Down is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building. However, classes in bungalows and buildings with exterior passageways will have to remain in the classroom.

Description of Action

1. The Principal will make the following announcement on the PA system. If the PA system is not available, the Principal will use other means of communication, i.e., sending messengers to deliver instructions. The Principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

“YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU.”

2. If inside, teachers will keep students in the classroom until further instructions are given.

3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, and gymnasium). Teachers should consider the location and proximity of the identified hazard and, if necessary, proceed to an alternative indoor location.

4. Teachers are responsible to secure individual classrooms whereas the Security/Utilities Team will assist in completing the procedures as needed: shut down the classroom/building(s) HVAC system; turn off local fans in the area; close and lock doors and windows; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.

LOCK DOWN

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lock Down students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lock Down is that the former involves shut down of the HVAC systems and allows for the free movement of students within the building.

Description of Action

1.The Principal will make the following announcement on the PA system. If the PA system is not available, the Principal will use other means of communication. The Principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

“YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCK DOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE THE NEAREST BUILDING OR CLASSROOM.”

2. If inside, teachers will instruct students to lie on the floor lock the doors, and close any shades or blinds if it appears safe to do so.

3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (i.e., auditorium, library, cafeteria, gymnasium).
4. Teachers and students will remain in the classroom or secured area until further instructions are given by the Principal or law enforcement.
5. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, have to be allowed on campus.

EVACUATE BUILDING

This action is taken after the decision is made that it is unsafe to remain in the building.

Description of Action

1. The Principal will make the following announcement on the PA system. If the PA system is not available, the Principle will use other means of communication, i.e., sending messengers to deliver instructions. The Principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

“YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN EVACUATION OF ALL BUILDINGS. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM.”

2. The Principal will initiate a fire alarm.
3. Teachers will instruct students to evacuate the building, using designated routes, and assemble in their assigned Assembly Area.
4. Teachers will take the student roster when leaving the building and take attendance once the class is assembled in a safe location.
5. Once assembled, teachers and students will stay in place until further instructions are given.

OFF-SITE EVACUATION

This action is taken after a decision is made that it is unsafe to remain on the campus, and evacuation to an off-site assembly area is required.

Description of Action

1. The Principal will make the following announcement on the PA system. If the PA system is not available, the Principle will use other means of communication (i.e., sending messengers to deliver instructions). The Principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

“YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN OFF-SITE EVACUATION. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE OFF- SITE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM.”

2. The Principal will determine the safest method for evacuating the campus. This may include the use of school buses or simply walking to the designated off-site location.
3. Teachers will secure the student roster when leaving the building and take attendance once the class is assembled in a predesignated safe location.
4. Once assembled off-site, teachers and students will stay in place until further instructions are given.

5. In the event clearance is received from appropriate agencies, the Principal may authorize students and staff to return to the classrooms.

ALL CLEAR

This action is taken to notify teachers that normal school operations can resume.

Description of Action

1. The Principal will make the following announcement on the PA system. If the PA system is not available, the Principal will use other means of communication (i.e., sending messengers to deliver instructions).

“YOUR ATTENTION PLEASE. IT IS NOW SAFE TO RETURN TO YOUR CLASSROOM AND RESUME NORMAL OPERATIONS. I WOULD LIKE TO THANK AND COMMEND STUDENTS AND STAFF FOR THEIR COOPERATION.”

2. This action signifies the emergency is over.

3. If appropriate, teachers should immediately begin discussions and activities to address students’ fears, anxieties, and other concerns.

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures, and should consider modifications as necessary to assure the health and safety of all personnel during an emergency.

In the following procedures, the Principal or designee will be referred to as "School Administrator".

Step Four: Communicate the Appropriate Response Action

Communicate appropriate response action and implement Incident Command system.

Types of Emergencies & Specific Procedures

Aircraft Crash

VI. FALLEN AIRCRAFT.

Drop- cover- hold

1. DROP to the floor.
2. Take COVER under a sturdy desk or table, or against an interior wall. Avoid windows, tall furniture or hanging objects.
3. HOLD onto the furniture and HOLD your position until it is safe to move.
4. EVACUATE THE BUILDING when it is safe. Do not run.
5. ASSEMBLE without delay in your evacuation assembly area.
 - Report all absences to the designated emergency roll person (i.e., secretary, dept. supervisor, teacher).
 - Report for duty if you are a member of an emergency team.
6. WAIT FOR INSTRUCTIONS from the Site/School Administrator.
7. DO NOT return to the building until it has been declared safe.
8. DO NOT light matches, candles or other fires.

Animal Disturbance

1. The School Administrator will initiate appropriate Immediate Response Actions, may include LOCK DOWN or EVACUATE BUILDING.
2. Upon discovery of an animal, staff members will attempt to isolate the animal from students, if it is safe to do so. If the animal is outside, students will be kept inside. If the animal is inside, students will remain outside in an area away from the animal. It is suggested closing doors or locking gates as means to isolate the animal.
3. If additional outside assistance is needed, the School Administrator will call "9.911", Local Police or Santa Clara County Sheriff's Department, Department of Animal Regulation (408.465.2920) and provide the location of the animal and nature of emergency.
4. If a staff member or student is injured, the parent, and SCCOE Risk Manager will be notified.
5. The School Administrator will initiate of OFF-SITE EVACUATION, if warranted by changes in conditions at the school.

PROCEDURES FOR NOTIFYING TEACHERS ABOUT DANGEROUS STUDENTS Pursuant to Education Code 48267, the Santa Clara County Probation Department notifies the Students Services Branch of the Santa Clara County Office of Education regarding students who have engaged in certain criminal conduct. This information is forwarded to the principal's office. The principal/designee is responsible for prompt notification of the student's teachers. This information is also often forwarded to all administrators who share with staff members.

Armed Assault on Campus

IX. ARMED ASSAILANT/ GUNFIRE

The Emergency Operating Center Director/ Incident Commander or police officials will issue directions, when possible. Otherwise, you will need to rely on your own resources.

1. REMAIN CALM
2. CALL 911
3. NOTIFY FRONT OFFICE
4. IF INDOORS, RETREAT (Put as many locked doors in between you and the shooter as possible)
5. IF ON CAMPUS, RUN OR HIDE
 - Keep students/ personnel inside building
 - -Secure building
6. IF CONFRONTED, DEFEND
 - Lie on the floor
 - Avoid eye contact with assailant

7. See LOCKDOWN procedures.

XII. LOCKDOWN

This procedure is implemented to ensure safety of students and staff from intruders or incidents in the community.

STEPS FOR LOCKDOWN

1. SECURE ALL ENTRANCES and exits to the building.
2. ACCOUNT FOR EACH STUDENT and staff member
3. Ensure that no one enters or leaves the building unless authorized.
4. In an interior lockdown, students are kept in designated locations.
5. Lockdown ends when the situation is resolved and danger no longer exists, establish a single point of entry/exit for the building.

Lockdown

Security Alert Procedure

To report problem initially, call office at Ext. 110.

Emergency Dial 8- 911 (classroom)

A Lockdown alert is designed to put the entire campus into a total lock- down mode prior to a possible police evacuation. This might be necessary if there is a threat of violence either from the outside or from an internal source.

When a Lockdown is invoked by the PA announcement system with the phrase "This is a Lockdown":

- Classroom/Office lock down begins.
- Police Respond.
- District-wide staff responds.

IF OUTSIDE THE CLASSROOM (RUN)

(PE classes, custodians, etc.) and you have a safe exit:

1. Seek safety, but do not let students leave your supervision:
Run in a zig-zag pattern to the safest Staging Area OR go to the nearest classroom OR find cover OR stay put.
2. Take roll.
3. Wait for police to arrive to give
ALL CLEAR.
4. Once in the on-site evacuation assignment, stay put. Wait for
District Office personnel to arrive.
5. Do not talk to the press.

IF INSIDE THE CLASSROOM OR BUILDING (HIDE):

1. SECURE ROOM

- Take in students/staff outside of your classroom who need to be inside.
- Close the door. If you can safely lock the door, do so.
- Barricade the door.
- Cover the windows 6-7 feet high, if possible. Shut your blinds
- If sufficient daylight, turn off lights, otherwise keep them on.
- Set –up interior barricades where "least observable" through classroom windows.

All students should huddle next to the counters under the windows as best as possible or in another location that is out of the line of sight from the door(s) as applicable.

- Note escape routes.
- Locate fire extinguisher.
- Take roll.

- Insulate the floor for warmth (newspapers work well), if you can.
- Get out any available hard candy, snacks, water, and quiet games.

2. STAY CALM

Adopt a survival mentality, keep away from the doorways and avoid being seen through the windows in your classroom and keep silent or whisper. Assume you will be here several hours. Helpful suggestions include:

- Breathing and relaxing exercises: 4-count.
- Students in pairs; check in and report every 15 minutes.
- If anxiety increases, touch is calming – hold hands.
- If bored, play simple mental games: alphabet, number.
- Defend as necessary
- Use available resources to create a make-shift bathroom and barrier for privacy.

3. STAY PUT

Upon police arrival, they will call your classroom. Await instructions from the police.

4. EVACUATE QUICKLY AS DIRECTED BY POLICE TO STAGING AREA. FOLLOW PROTOCOL.

- Remove jackets, coats, bulky sweaters.
- Leave all purses, backpacks, and books. Only teachers/staff make keep the emergency bag with first aid supplies, red/green card and roster(s).
- Keep hands on or behind your head, take clipboard with roll sheet and red/green cards.
- Make no sudden moves.
- Exit in a single file.
- Maintain silence.
- Follow directions and proceed to nearest staging area.

5. STAGING AREA

- Once at on-site evacuation assignment, check in with the Principal or Designee - DO NOT LEAVE.

Green Card; Indicates all is OK

Red Card: List missing students or student(s) hurt.

Reminder: Do not talk to the press.

Run, Hide, Defend – Active Shooter, Armed Intruder, Gunfire

RUN = EVACUATE

- Decide if you can escape Safely
- If it is safe, run as fast as you can away from the direction of the gunshots
- DO NOT stop running until you are far away from the area
- Leave your belongings behind
- Help others escape if possible
- Prevent individuals from entering the area, but not at the risk of your own safety

Other considerations

- Get away from the threat and identify a safe place
- When fleeing from danger, keep buildings, cars or other objects between you and the threat
- Do not attempt to move wounded people
- Call 911 when safe

HIDE = LOCKDOWN

- If escape is not feasible, hide and create a barricade

- Lock the door, turn off the lights and close the blinds
- Take cover behind large items
- Silence your cell phones and turn off vibrate mode
- Remain quiet
- Move away from the doors and windows
- Reinforce the locked doors with chairs, desks, and other large items

Other Considerations

- Call 911 when it is safe to do so
- Once you have secured the door, do not open it for anyone. Police will enter the room when the situation is over
- Prepare yourself mentally and physically for the possibility of engaging the shooter
- Put yourself in a position to surprise the suspect(s) if they enter the room

DEFEND = FIGHT FOR YOUR LIFE

This is a LAST RESORT option!!!

- Commit to your actions!
- Act as aggressively as possible
- Improvise weapons from the items that are around you
- Attack in a group (Middle School and above)
- Yell and make loud noises to disorient the shooter
- If possible, grab the shooter's limbs and head, take them to the ground and hold them there. Ensure shooter(s) are not within their reach

The Site/School Administrator or police officers will issue directions, when possible. Otherwise, you will need to rely on your own resources.

REMAIN CALM

CALL 911

NOTIFY CO-WORKER IF INDOORS

RETREAT (Put as many locked doors between you and the shooter as possible)

IF CONFRONTED

- Lie on floor
- Avoid eye contact with assailant

IF ON CAMPUS, HIDE/LOCK DOWN

Keep students/personnel inside building and secure buildings

HOSTAGE TAKING

1. CALL 911
2. STAY CALM at all times and cooperate completely with hostage taker.
3. Have immediate access to building maps, keys, copies of emergency procedures, evacuation routes and phone lines.
4. Let officials handle all negotiations.

RESTRICTIVE MOVEMENT

An announcement will be made:

“This is a restrictive Movement Lockdown”

1. Immediately glance out the door for any students in the hallway – have them come in.
2. Close and lock the door. Cover door window and close the window blinds.
3. Take roll to include any additional students or visitors.
4. Turn on 2 way radio and wait for instructions. DO NOT CALL THE OFFICE unless you have an emergency (i.e., medical emergency, location of intruder, etc.)
5. A classroom roll call will be done via the 2 way radio. Be prepared with your information to include any additional students, staff, visitors, or anyone who is missing or on a pull-out.
6. Outdoor P.E. classes must return to a classroom, gym, or locker room, and lockdown.
7. Classroom instructions may continue though no one can enter or leave classroom once locked down.
8. Wait for updates from Incident Command via radio.

Biological or Chemical Release

I. Biological Attack

Biological agents are bacteria and toxins that can cause disease in people. Depending on the biological event, you may need to be immunized, evacuated or “sheltered-in-place.” Listen to the radio and wait for authorities to provide further instructions.

If you become aware of a suspicious substance, follow these steps:

1. GET AWAY from the substance
2. PROTECT YOURSELF BY COVERING YOUR MOUTH AND NOSE with layers of fabric or paper towels that will filter air but still allow breathing.
3. WASH YOUR BODY with soap and water
4. CONTACT AUTHORITIES.
5. Listen to radio for news and information.
6. If you become sick, get medical attention.

IF YOU ARE EXPOSED TO A BIOLOGICAL AGENT:

1. GET AWAY from the substance
2. REMOVE CLOTHES and put in a sealed plastic bag.
3. WASH SKIN with a solution of 9 parts water to 1-part bleach. Do not use bleach solution on open wounds.
4. SEEK MEDICAL ATTENTION.

II. CHEMICAL ATTACK

A chemical attack is the deliberate release of a toxic gas, liquid, or solid into the environment.

SIGNS OF CHEMICAL ATTACK

- ? Watery eyes
- ? Twitching
- ? Problems Breathing
- ? Choking
- ? Losing coordination
- ? Many sick or dead birds or sick small animals are cause for suspicion.

If you see signs of a chemical attack, follow these steps.

1. QUICKLY GET AWAY FROM THE CONTAMINATED AREA.
2. If the chemical is inside the building, exit the building without passing through the contaminated area.
3. If you can't get out the building, find clean air, without passing through the contaminated area.
4. Move as far away as possible from the contaminated area and shelter-in-place.
5. If you are outside, go to the closest place where you can get clean air.

USING A FACE MASK FOR PROTECTION DURING A CHEMICAL ATTACK.

A face mask or barrier can help protect from air contaminants. Here are a few ideas for creating a face mask or barrier.

- ? Improvise with available materials and CREATE A BARRIER to protect eyes, nose, mouth and cuts in the skin.
- ? Use fabric that fits snugly over nose and mouth - achieve the best fit possible for children.
- ? Include face masks in disaster planning kit.

If you are exposed to a chemical agent, you will be given orders by the local authorities to evacuate or shelter-in-place.

If exposed, here are the steps for decontamination:

1. REMOVE CLOTHING and place in sealed plastic bag.
2. WASH SKIN thoroughly with soap and water.
3. SEEK MEDICAL ATTENTION.

III. CHEMICAL ACCIDENT

Chemical spills may result from tank truck or railroad for accidents. In rare cases they may originate from inside the building. If you discover a chemical spill, call 911 and inform the Site/School Administrator.

Accident Outside

1. WAIT FOR INSTRUCTIONS from the Site/School Administrator.
2. DO NOT LEAVE THE BUILDING unless instructed to do so. If you are instructed to evacuate, take care to avoid fumes.

Accident Inside

1. EVACUATE THE BUILDING. Avoid the area where the chemical spill occurred.
2. Don't light matches, candles, or other fires.
3. ASSEMBLE without delay in your designated area.
 - Report all absences to the designated emergency roll person (i.e., secretary, dept. supervisor, teacher)
 - Report for Duty if you are member of an Emergency team.
4. WAIT FOR INSTRUCTIONS from the Site/School Administrator.
5. DO NOT return to the building before it had been declared safe.

Bomb Threat/ Threat Of violence

XIV. BOMB THREAT

Most bomb threats are received by phone. Take all bomb threats seriously and respond immediately.

If you receive a PHONE THREAT

1. LISTEN
2. DO NOT HANG UP, even after the caller hangs up. Leave the phone off the hook until the threat is removed.
3. COMPLETE THE BOMB THREAT CHECKLIST as much as possible. Try to write down everything the caller says.
4. If possible, SILENTLY ATTRACT SOMEONE'S ATTENTION to CALL 911 and REPORT the threat to the Site/School Administrator. If not possible, call 911 and report the threat immediately after the call, using a different phone if possible.

If you receive a MAIL THREAT

1. DO NOT TOUCH. MINIMIZE THE HANDLING of any suspected packages or mail
2. REPORT ANY THREATS OR SUSPICIOUS PACKAGES to your Site/School Administrator

If you receive an EMAIL THREAT

1. DO NOT DELETE THE MESSAGE
2. REPORT THREAT to you Site/School Administrator

Decisions to search and/or evacuate will be made by the Site/School Administrator, Superintendent's Office, Police, or Fire Departments.

ACTIVE THREAT – Run, Hide, Defend

RUN = EVACUATE

- Decide if you can escape safely
- If it is safe, run as fast as you can away from the direction of the gunshots
- DO NOT stop running until you are far away from the area
- Leave your belongings behind
- Help others escape if possible
- Prevent individuals from entering the area, but not at the risk of your own safety

Other considerations

- Get away from the threat and identify a safe place
- When fleeing from the danger, keep buildings, cars or other objects between you and the threat
- Do not attempt to move wounded people
- Call 911 when safe

HIDE = LOCKDOWN

- If escape is not feasible, hide and create a barricade.

- Lock the door, turn off the lights and close the blinds
- Take cover behind large items
- Silence your cell phones and turn off vibrate mode
- Remain quiet
- Move away from doors and windows
- Reinforce the locked doors with chairs, desks, and other large items

Other considerations

- Call 911 when it is safe to do so
- Once you have secured the door, do not open it for anyone. Police will enter the room when the situation is over.
- Prepare yourself mentally and physically for the possibility of engaging the shooter
- Put yourself in a position to surprise the suspect(s) if they enter the room

DEFEND = FIGHT FOR YOUR LIFE

This is a LAST RESORT option!!!

- Commit to your actions!
- Act as aggressively as possible
- Improvise weapons from the items that are around you
- Attack in a group (Middle School and above)
- Yell and make loud noises to disorient the shooter
- If possible, grab the shooter's limbs and head, take them to the ground and hold them there. Ensure shooter(s) are not within their reach

The Site/School Administrator or police officers will issue directions, when possible. Otherwise, you will need to rely on your own resources.

REMAIN CALM

CALL 911

NOTIFY CO-WORKER IF INDOORS

RETREAT (Put as many locked doors between you and the shooter as possible)

IF CONFRONTED

- Lie on floor
- Avoid eye contact with assailant

IF ON CAMPUS, HIDE/LOCK DOWN

Keep students/personnel inside building and secure buildings

Bus Disaster

Disorderly Conduct

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

The Santa Clara County Superintendent of Schools or designee shall ensure that each school site develops standards of conduct and discipline consistent with Santa Clara County Office of Education policies and administrative regulations. Students and parents/guardians shall be notified of SCCOE and school rules related to conduct through the Annual Notification to Parents and Families.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others.
2. Conduct that disrupts the orderly classroom or school environment

3. Harassment or bullying of students or staff, including, but not limited to, cyberbullying, intimidation, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption, in accordance with the section entitled "Bullying/Cyberbullying" below Cyberbullying includes the transmission of communications, posting of harassing messages, direct threats, or other harmful texts, sounds, or images on the Internet, social networking sites, or other digital technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.
4. Damage to or theft of property belonging to students, staff, or the SCCOE
5. Possession or use of a laser pointer, unless used for a valid instructional or other school-related purpose, including employment. Prior to bringing a laser pointer on school premises, students shall first obtain permission from the principal or designee. The principal or designee shall determine whether the requested use of the laser pointer is for a valid instructional or other school related purpose.
6. Use of profane, vulgar, or abusive language
7. Plagiarism or dishonesty on school work or tests
8. Inappropriate attire.
9. Tardiness or unexcused absence from school
10. Failure to remain on school premises in accordance with school rules.
11. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drugs

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

Students who violate SCCOE or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of the privilege of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulation. The County Superintendent or designee shall notify local law enforcement as appropriate.

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

Earthquake

IV. EARTHQUAKE

DUCK/DROP TO THE FLOOR, TAKE COVER UNDER A STURDY DESK. HOLD ON TO IT UNTIL GROUND STOPS SHAKING. DO NOT RUN OUTSIDE.

INSIDE BUILDING

1. Take roll/check for injuries.
 2. Turn on 2 way radio
 3. Wait for instructions from the principal or emergency team. (Evacuation is not automatic)
 4. IF you evacuate follow this procedure:
 - a. Collect the classroom backpack hanging by the exit door (which includes: class roster, photo roster, red card, emergency plan binder, emergency vest, first aid kit, etc.).
 - b. Follow EVAC ROUTE MAP located next to exit
 - c. Check room for stragglers and close door.
 - d. Proceed to designated EVAC assembly area.
- NO RUNNING OR TALKING**
- e. Take roll by using the class roster. If you have a problem or are missing a student
- HOLD UP THE RED CARD**

OUTSIDE BUILDING

1. STAY OUTSIDE. Do not return to the classroom. Move to grass sports field.
2. Duck and cover away from buildings, trees, poles, & black top.
3. Hold your position until ground stops shaking.
4. Proceed to designated EVAC assembly area. No running or talking.

IN A VEHICLE/School Bus

1. PULL OFF to the side of the road away from buildings, overpasses and power lines.
2. SET THE BRAKES AND TURN OFF IGNITION.
3. WAIT until the earthquake is over. Do not leave the car unless unsafe conditions warrant. Never leave car if power lines are down nearby or have fallen over the vehicle.
4. CHECK the road and surrounding terrain for safe conditions.
5. PROCEED when conditions are safe.
6. Students shall follow the directions of the Bus Driver.
7. The bus driver is legally responsible for the welfare of student riders.

E. Walking to/from School:

1. The safest place is in the open. Stay there.
2. Move away from buildings, trees and exposed power lines.
3. DO NOT RUN!!
4. After the earthquake, if on way to school, continue to school.
5. After the earthquake, if on the way home, continue home.

SHELTER- IN- PLACE

The term "shelter- in- place" means remaining inside your home or place of work and protecting yourself there from a hazardous outside environment. If a radiological, chemical or biological emergency occurred or suspicious persons or situations in the nearby area, local authorities may direct you to shelter- in- place or evacuate.

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STEPS FOR SHELTER-IN-PLACE:

1. STAY CALM
2. Do not allow visitors to leave. Keep them with you to provide for their safety.
3. You can provide a minimal amount of protection to your breathing by covering your mouth and nose with a damp cloth.
4. CLOSE AND LOCK all windows, blinds, and outside doors.
5. Gather your disaster supplies and battery- powered radio.
6. Go to an interior room ideally without windows. If there is a chemical threat, a room above ground is preferable.
7. WAIT for instruction from your Site/School Administrator

Earthquake Preparedness

Earthquake emergency procedures shall be established in every school building having an occupant capacity of 50 or more students, or more than one classroom, and shall be incorporated into the comprehensive safety plan. (Education Code 32282)

Earthquake emergency procedures shall be aligned with the Standardized Emergency Management System and the National Incident Management System. (Government Code 8607; 19 CCR 2400-2450)

The Superintendent or designee may work with the California Emergency Management Agency and the Seismic Safety Commission to develop and establish the earthquake emergency procedures. (Education Code 32282)

Earthquake emergency procedures shall outline the roles and responsibilities of students and staff during and after an earthquake.

Earthquake emergency procedures shall include, but not be limited to, all of the following: (Education Code 32282)

A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staff

A drop procedure whereby each student and staff member takes cover under a table or desk, dropping to his/her knees, with the head protected by the arms and the back to the windows

Drop procedures shall be practiced at least once each school quarter in elementary schools and at least once each semester in secondary schools.

Protective measures to be taken before, during, and following an earthquake

A program to ensure that students and staff are aware of and properly trained in the earthquake emergency procedure system. Staff and students shall be informed of the dangers to expect in an earthquake and procedures to be followed. Students shall be instructed to remain silent and follow directions given by staff in such an emergency. Staff and students also shall be taught safety precautions to take if they are in the open or on the way to or from school when an earthquake occurs.

Earthquake emergency procedures shall designate primary and alternative locations outside of buildings, which may include areas off campus if necessary, where individuals on the school site will assemble following evacuation. In designating such areas, the Superintendent or designee shall consider potential post-earthquake hazards outside school buildings including, but not limited to, power lines, trees, covered walkways, chain link fences that may be an electric shock hazard, and areas near buildings that may have debris.

Earthquake emergency procedures also shall outline primary and alternative evacuation routes that avoid areas with potential hazards to the extent possible. The needs of students with disabilities shall be considered when planning evacuation routes.

The Superintendent or designee shall consider the danger of a post-earthquake tsunami when developing evacuation routes and locations, including the need to evacuate to higher ground.

The Superintendent or designee shall identify at least one individual within each building to determine if an evacuation is necessary, the best evacuation location, and the best route to that location when an earthquake occurs.

The Superintendent or designee shall identify potential earthquake hazards in classrooms and other district facilities, including, but not limited to, areas where the main gas supply or electric current enters the building, suspended ceilings, pendant light fixtures, large windows, stairwells, science laboratories, storage areas for hazardous materials, shop areas, and unsecured furniture and equipment. To the extent possible, dangers presented by such potential hazards shall be minimized by securing equipment and furnishings and removing heavy objects from high shelves.

Earthquake While Indoors at School

When an earthquake occurs, the following actions shall be taken inside buildings and classrooms:

Staff shall have students perform the drop procedure. Students should stay in the drop position until the emergency is over or until further instructions are given.

In laboratories, burners should be extinguished, if possible, before taking cover.

As soon as possible, staff shall move students away from windows, shelves, and heavy objects or furniture that may fall.

After the earthquake, the principal or designee shall determine whether planned evacuation routes and assembly locations are safe and shall communicate with teachers and other staff.

When directed by the principal or designee to evacuate, or if classrooms or other facilities present dangerous hazards that require immediate evacuation, staff shall account for all students under their supervision and shall evacuate the building in an orderly manner.

Earthquake While Outdoors on School Grounds

When an earthquake occurs, the following actions shall be taken by staff or other persons in authority who are outdoors on school grounds:

Staff shall direct students to walk away from buildings, trees, overhead power lines, power poles, or exposed wires.

Staff shall have students perform the drop procedure.

Staff shall have students stay in the open until the earthquake is over or until further directions are given.

Earthquake While on the Bus

If students are on the school bus when an earthquake occurs, the bus driver shall take proper precautions to ensure student safety, which may include pulling over to the side of the road or driving to a location away from outside hazards, if possible. Following the earthquake, the driver shall contact the Superintendent or designee for instructions before proceeding on the route or, if such contact is not possible, drive to an evacuation or assembly location.

Subsequent Emergency Procedures

After an earthquake episode has subsided, the following actions shall be taken:

Staff shall extinguish small fires if safe.

Staff shall provide first aid to any injured students, take roll, and report missing students to the principal or designee.

Staff and students shall refrain from lighting any stoves or burners or operating any electrical switches until the area is declared safe.

All buildings shall be inspected for water and gas leaks, electrical breakages, and large cracks or earth slippage affecting buildings.

The principal or designee shall post staff at safe distances from all building entrances and instruct staff and students to remain outside the buildings until they are declared safe.

The principal or designee shall request assistance as needed from the county or city civil defense office, fire and police departments, city and county building inspectors, and utility companies and shall confer with them regarding the advisability of closing the school.

The principal or designee shall contact the Superintendent or designee and request further instructions after assessing the earthquake damage.

The Superintendent or designee shall provide updates to parents/guardians of district students and members of the community about the incident, any safety issues, and follow-up directions.

Explosion or Risk Of Explosion

V. EXPLOSION

Drop - Cover - Hold

1. DROP to the floor.
2. Take COVER under a sturdy desk or table, or against an interior wall. Avoid windows, tall furniture, or hanging objects.
3. HOLD onto the furniture and HOLD your position until it is safe to move.
4. EVACUATE THE BUILDING when it is safe. Do not run. Sound the Evacuation Alarm.
5. ASSEMBLE without delay in your evacuation assembly area.
 - Report all absences to the designated emergency roll person (i.e., secretary, dept. supervisor, teacher).
 - Report for duty if you are a member of an emergency team.
6. WAIT FOR INSTRUCTIONS from the Site/School Administrator.
7. DO NOT return to the building before it has been declared safe.
8. Don't light matches, candles, or other fires.

Threat of Explosion.

1. Don't light matches, candles, or other fires.
2. EVACUATE THE BUILDING.
3. ASSEMBLE without delay in your evacuation assembly area.
 - Report all absences to the designated emergency roll person (i.e., secretary, dept. supervisor, teacher).
 - Report for duty if you are a member of an emergency team.
4. WAIT FOR INSTRUCTIONS from the Site/School Administrator.
5. DO NOT return to the building before it has been declared safe.

Fire in Surrounding Area

FIRE

ALARM WILL SOUND

1. Line up class by exit door.
2. Collect & turn on 2 way radio.
3. Take the classroom backpack by the door (which includes: class roster, photo roster, red card, emergency plan binder, emergency vest, first aid kit, etc.).
4. Begin evacuation – Follow EVAC ROUTE MAP located next to exit.
5. Check room for stragglers and close door.
6. Proceed to EVAC assembly area – grass sports field. Line up by your room number on the fence.
No running or talking.
7. Take roll by using the class roster. If you have a problem or are missing a student, HOLD UP THE RED CARD.

Fire on School Grounds

VII. FIRE

Become familiar with the locations of the fire alarm pull boxes, fire extinguishers and building exits.

Fire within Building

1. Sound alarm and EVACUATE THE BUILDING.
2. ASSEMBLE without delay in your designated area.
 - Report all absences to the Staffing Deployment Team.
 - Report for duty if you are a member of an emergency team.

3. WAIT FOR INSTRUCTIONS from the Emergency Operating Center Director/ Incident Commander.
4. DO NOT return to building before it has been declared safe.
5. Students remain under direct control of teachers until released.
6. Render First Aid as necessary.
7. Notify the SAN JOSE FIRE DEPARTMENT AT 911.
8. Fight incipient fires without endangering life.
9. Keep access roads open for emergency vehicles.
10. Notify the District Office.
11. The Principal will determine what emergency action should be implemented.

Fire Near Building

1. WAIT FOR INSTRUCTIONS from the Emergency Operating Center Director/ Incident Commander.
2. DO NOT LEAVE THE BUILDING unless instructed to do so.

FIRE

ALARM WILL SOUND

1. Line up class by exit door.
2. Collect & turn on 2 way radio.
3. Take the classroom backpack by the door (which includes: class roster, photo roster, red card, emergency plan binder, emergency vest, first aid kit, etc.).
4. Begin evacuation – Follow EVAC ROUTE MAP located next to exit.
5. Check room for stragglers and close door.
6. Proceed to EVAC assembly area – grass sports field. Line up by your room number on the fence. No running or talking.
7. Take roll by using the class roster. If you have a problem or are missing a student, HOLD UP THE RED CARD.

Flooding

VIII. FLOOD

Flood warnings may be received by telephone, radio, or from emergency services officials.

WAIT FOR INSTRUCTIONS from the Site/School Administrator

Possible emergency responses include:

- EVACUATE students/ staff to higher ground.
- RELEASE students/ staff to go home if appropriate.
- TAKE MEASURES to minimize hazards to students/ employees.
- TAKE MEASURES to protect the building and material resources from damage.

Loss or Failure Of Utilities

XIII. Power Failures

During any given year the District may experience a power failure at various locations ranging from a few minutes to several days. The District has created a plan to lessen any possible confusion as to whether or not the school or District was closing for the day. In the event of a Power Failure, the following procedures are effective:

1. The first day of a power failure, the school will be open and classes held unless otherwise directed by the Superintendent.

2. If the power is not on by 7:00

A.M. on the second consecutive, the Superintendent will consider closing that school for the site.

3. Communication Procedures:

Day custodian will report the power failure to the Director of Business Services by 6:30 A.M.

If power is restored, Day custodian will call the Director of Business Services and Superintendent ASAP.

Only the Superintendent can order the closing of a school site.

If school is closed, Superintendent's Office will notify by 7:30 A.M.

Local Radio Station Board Members

TV (KNTV)

Lunches – in the occurrence of a power failure, all sites will have lunch served that day.

If the school site has power, hot lunches will be provided.

If the school site does not have power, cold lunches will be provided.

UTILITIES FAILURE

Safety Procedures

- If you smell gas or burning odors, evacuate the area immediately and take roll call. Do not light matches, candles, or other fires.
- If students are in danger by rising water caused by faulty plumbing, water main break, or severe weather, immediately move the students to a dry area or higher ground and take roll.
- Remain calm and follow directions by Principal per Superintendent
- The Maintenance Department will notify District and site administrators regarding the scope and expected length of the utility failure.
- THE SUPERINTENDENT is the only one who will determine whether the school will close or authorize an early release.
- If evacuation is necessary, DO NOT re-enter area/building unless you are told it is safe.
- If personal safety allows, custodians may shut off electrical equipment, gas, and/or water as needed and so directed by Site/School Administrator.

For utility failures caused by gas leaks, ventilation, elevator failure, plumbing/flooding, and electrical failure immediately NOTIFY the site/school Administrator & the MANAGEMENT DEPARTMENT, at (408) 944-0397 to provide any known details.

IF YOU OR ANOTHER PERSON ARE STUCK IN AN ELEVATOR

- If YOU are stuck in the elevator, call for help by using the elevator intercom, telephone, alarm or personal cell phone. Describe the problem. Remain calm until help arrives.
- The emergency button in the elevator (may be marked by help, emergency, fireman's helmet, or other such word or picture), when pressed, will connect you to the elevator company.
- School/site staff should clear the area and not allow people to congregate around the elevator.

- The Site/School Administrator or designee should stay by the elevator and talk to the person trapped to assess whether or not the person is injured, panicked or in need of medical care. If they are in need of medical assistance call 911. Remain by the elevator until help arrives.

Motor Vehicle Crash

Motor Vehicle Crash on or immediately adjacent to school property. If a crash results in a fuel or chemical spill on school property, refer to Biological or Chemical Release. If a crash results in a utility interruption, refer to Loss or Failure of Utilities.

Procedure

1. The School Administrator will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTERIN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION.
2. If the School Administrator issues the EVACUATE BUILDING action, staff and students will evacuate the buildings using prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.
4. The School Administrator will call "911" (dial 9, 911) and local police and/or Santa Clara County Sheriff's Dept. (408.293.2311) and will provide the exact location (e.g., building, area) and nature of emergency.
5. The School Administrator will notify the Office of the Superintendent of the situation. A member of this group will call the Office of Communications with information on this situation.
6. The Security/Utilities Team will secure the crash area to prevent unauthorized access. If the crash results in a utility interruption, refer to Loss or Failure of Utilities.
7. The School Administrator will direct the Fire Suppression and HazMat Team to organize fire suppression activities until the Fire Department arrives.
8. The First Aid/Medical Team will check for injuries to provide appropriate first aid.
9. Any affected areas will not be reopened until the agency provides clearance and the School Administrator issues authorization to do so.
10. The School Administrator will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Pandemic

The following is a list of important step-by-step actions schools should take before a pandemic disease outbreak. Outbreaks can have several cycles or waves so this list may need to be repeated.

PRIOR TO OUTBREAK/PREPAREDNESS & PLANNING PHASE

- Schools are encouraged to review and update their comprehensive school safety plan. Pursuant to California Education Code (EC) sections 32282 and 32286, every school in California should have a comprehensive school safety plan that is reviewed and updated annually. The comprehensive school safety plan should provide guidance for school administration, staff, and students for any emergency that impacts the school, including a public health crisis such as a pandemic.
- Work with local health officials and emergency preparedness officials. They may need to use schools to disseminate information to families.
- Decide the roles and responsibilities of school staff (including all ancillary staff) to prevent the spread of disease.
- Train nurses and staff in symptom recognition. Remember that a person who is infected may not show symptoms right away, and that children who are getting ill may show different behavior than usual, such as eating less or being irritable.
- Educate and improve the hygiene of students and staff. Use simple non-medical ways to reduce the spread of illness, i.e. by "cough and sneeze etiquette," clean hands, and clean work areas. Posters are available at cchealth.org/coronavirus in the "resources" section.
- For COVID-19, clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
- Decide to what extent you will encourage or require children and staff to stay home when they are mildly ill. Share the symptom checklist available in the resources section of cchealth.org/coronavirus with parents and staff.

- Identify students who are most vulnerable to serious illness (immune compromised, chronic illness, etc.) and may have a greater risk of infections. Encourage those families to talk to their health care provider. Some parents may need to be more cautious in keeping their children out of school.

Psychological Trauma

Crisis management requires actions during and subsequent to any emergency that may have a psychological impact on students and staff, such as an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies like those described above usually produce one or more of the following conditions:

Temporary disruption of regular school functions and routines.

Significant interference with the ability of students and staff to focus on learning. Physical and/or psychological injury to students and staff. Concentrated attention from the community and news media. As a result of such emergencies, students and staff may exhibit a variety of psychological reactions. As soon as the physical safety of those involved has been insured, attention must turn to meeting the emotional and psychological needs of students and staff.

1. The School Administrator will establish Psychological First Aid Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The Psychological First Aid Team will assess the range of crisis intervention services needed during and following an emergency.
3. The Psychological First Aid Team will provide direct intervention services.
4. If there is a need for additional assistance, the School Administrator will notify the Assistant Superintendent of Student Services and Support.
5. The Psychological First Aid Team will advise and assist the School Administrator to restore regular school functions as efficiently and as quickly as possible.
6. In performing their duties, the Psychological First Aid Team members will limit exposure to scenes of trauma, injury and death.
7. The Psychological First Aid Team will provide ongoing assessment of needs and follow-ups services as required.

Suspected Contamination of Food or Water

This procedure should be followed if site personnel report suspected contamination of food or water. This procedure applies where there is evidence of tampering with food packaging, observation of suspicious individuals in proximity to food or water supplies, or if notified of possible food/water contamination by central District staff or local agencies. Indicators of contamination may include unusual odor, color, taste, or multiple employees with unexplained nausea, vomiting, or other illnesses.

Procedure

1. The School Administrator will isolate the suspected contaminated food/water to prevent consumption, and will restrict access to the area.
2. The School Administrator will notify "911" (dial 9, 911), Santa Clara County Department of Environmental Health Services (408.918.3400).
3. The School Administrator will make a list of all potentially affected students and staff, and will provide the list to responding authorities.
4. The First Aid/Medical Team will assess the need for medical attention and provide first aid as appropriate.
5. The School Administrator will maintain a log of affected students and staff and their symptoms, the food/water suspected to be contaminated, the quantity and character of products consumed, and other pertinent information.
6. Facilities will notify the Assistant Superintendent of Student Services and Support, who will request an onsite review to determine necessary follow-up actions including the need to notify other potentially affected District facilities.
7. The School Administrator and the Assistant Superintendent of Student Services and Support will confer with the Santa Clara County Department of Health Services before the resumption of normal operations.
8. The School Administrator will notify parents of the incident, as appropriate.

Tactical Responses to Criminal Incidents

Tactical Response Plan

Notwithstanding the process described above, any portion of the comprehensive safety plan that includes tactical responses to criminal incidents that may result in death or serious bodily injury at the school, including steps to be taken to safeguard students and staff, secure the school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with a representative of an employee bargaining unit, if he/she chooses to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

THREAT OF VIOLENCE

This procedure should be followed if site personnel receive a threat that may target an individual, a particular group or the entire school community. Such threats may be received by written note, e-mail communication or phone call.

Procedure

1. The School Administrator will identify the type of threat and attempt to determine the individual(s) making the threat.
2. The School Threat Assessment Team will conduct the threat assessment. The SCCOE shall enlist the support of the local police agency affiliated with the school or building.
3. The School Threat Assessment Team will assess the warning signs, risk factors, stabilizing factors and potential precipitating events to arrive at a categorical description of the risk for a particular point in time. There are five categories of risk as described by the Santa Clara County Sheriff's Dept.
Category 1: High violence potential; qualifies for arrest or hospitalization.
Category 2: High violence potential; does not qualify for arrest or hospitalization.
Category 3: Insufficient evidence for violence potential; sufficient evidence for the repetitive/intentional infliction of emotional distress upon others.
Category 4: Insufficient evidence for violence potential; sufficient evidence for the unintentional infliction of emotional distress upon others.
Category 5: Insufficient evidence for violence potential; insufficient evidence for emotional distress upon others.
4. In categorizing the risk, the School Threat Assessment Team will attempt to answer two questions: (1) is the individual moving on a path towards violent action? (2) Is there evidence to suggest movement from thought to action?
5. The School Threat Assessment Team will assess the warning signs by evaluating the associated oral, written or electronic threatening communications.
6. The School Threat Assessment Team will recommend appropriate action to the School Administrator.
7. As soon as the physical safety of those involved has been insured, attention will turn to meeting the emotional and psychological needs of students and staff. Crisis intervention may be necessary and appropriate

Unlawful Demonstration or Walkout

An Unlawful Demonstration/Walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration.

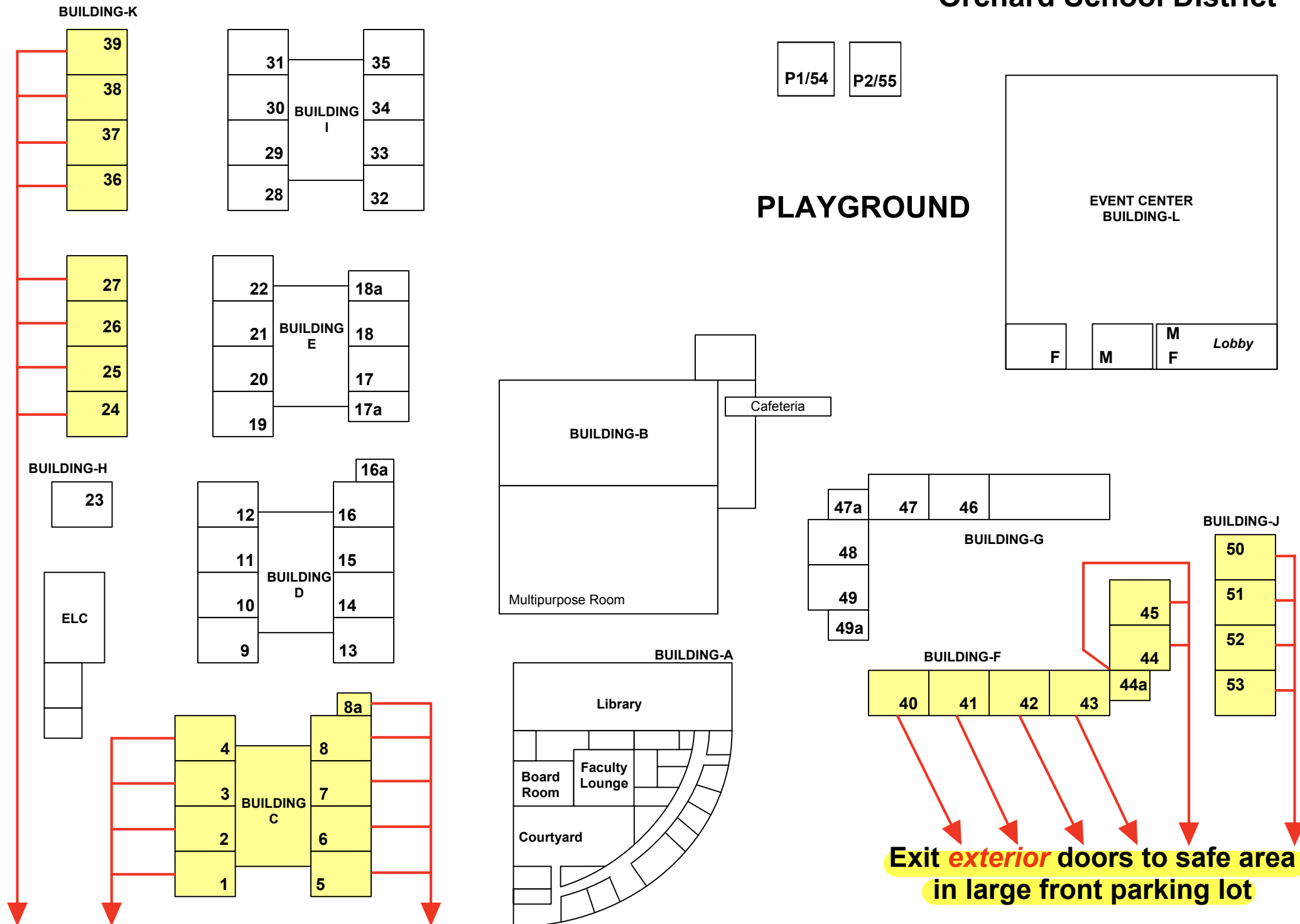
Procedure

1. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the School Administrator.
2. The School Administrator will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE.
3. The School Administrator will notify the Local Police and/or Santa Clara County Sheriff's Dept. (408.293.2311) and the Assistant Superintendent of Student Services and Support.
4. The Request Gate Team will immediately proceed to the Main Gate to control student ingress and egress. Each person entering or leaving the campus shall be required to sign his/her name, and record address, telephone number and time entered or departed. The Main Gate should not be locked, as a locked gate may create a serious hazard for students leaving or attempting to re-enter the campus.
5. If students leave the campus, the Request Gate Team, in consultation with the School Administrator, will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while offsite.

6. Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the School Administrator. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and venetian blinds in rooms so equipped.
7. The Documentation staff member should keep accurate record of events, conversations and actions.
8. All media inquiries will be referred to the Santa Clara County Office of Education Communications Department (408.453.6514)
9. The School Administrator should proceed in good judgment on basis of police or other legal advice, in taking action to control and resolve the situation.
10. The School Administrator will notify parents of the incident, as appropriate.

Emergency Evacuation Map

Emergency Escape Plan for Buildings C, F, J, & K

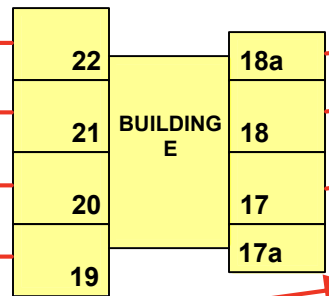
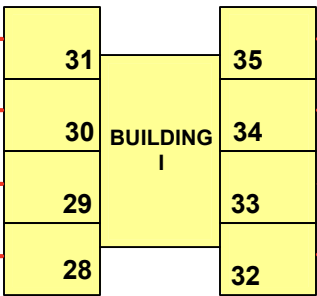
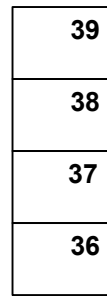


Exit exterior doors to safe area in large front parking lot

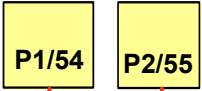
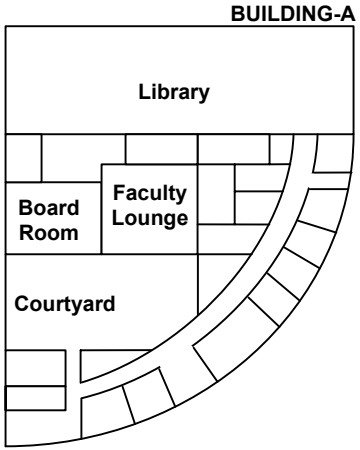
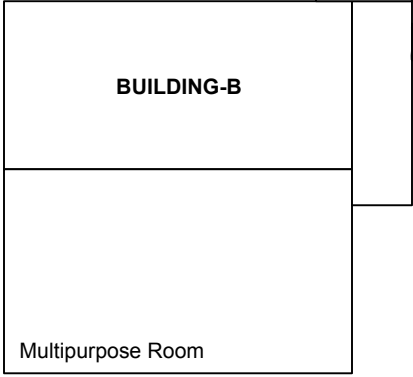
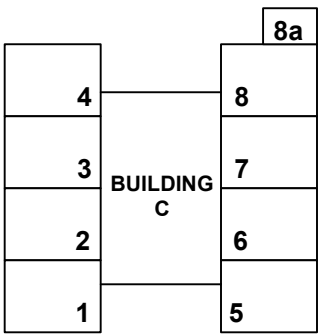
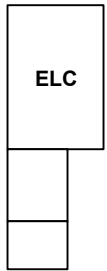
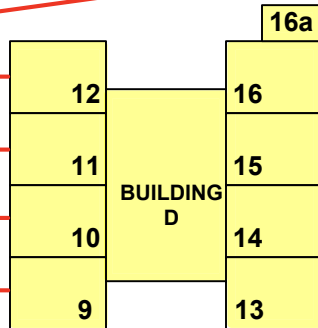
Exit exterior doors to safe area in small front parking lot

Emergency Escape Plan for Buildings D, E, I, P, & G

BUILDING-K

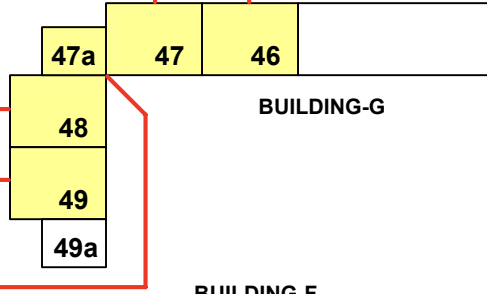
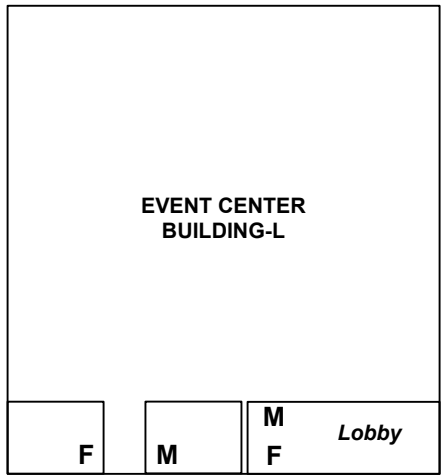


BUILDING-H

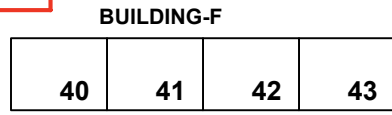


PLAYGROUND

Exit *exterior* doors to safe area on blacktop

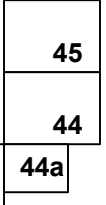
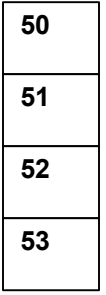


BUILDING-G



BUILDING-F

BUILDING-J



12. Superintendent's Report

13. Future Meetings and Agenda Items

Quick Summary / Abstract

- Next Regular Board Meeting Tuesday, November 14, 2023
- Next Regular Board Meeting Tuesday, December 12, 2023
- Pending 2024 Board Meeting Calendar
- Topics for Future Meetings

14. Board Reports

15. Adjournment
