SIERRA SANDS UNIFIED SCHOOL DISTRICT

Board of Education
Regular Meeting

APRIL 20, 2017
Ridgecrest City Council Chambers
100 West California Avenue
www.ssusd.org

We, the members of the Board of Education of the Sierra Sands Unified School District, are committed to providing the highest quality education in a safe environment to all K-12 students. We believe the school shares with the family, church, and community the responsibility for developing life-long learners who are responsible, productive citizens.

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG 7:00 P.M.

Amy Castillo-Covert, Vice President/Clerk
Bill Farris
Tim Johnson, President
Kurt Rockwell
Michael Scott

Dylan Perea, Student Member

Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA
   Welcome to a meeting of the Board of Education. Because we believe you share our concern for the education of the youth of our community, we appreciate and welcome your participation. Copies of the agenda, along with a procedural handout, are available on the wall at the back of the room to assist with your participation in the meeting.

2. APPROVAL OF MINUTES of the regular and special meetings of March 7, 2017, March 9, 2017, and April 3, 2017.

3. PROGRAMS AND PRESENTATIONS

   - Mike Kennedy: Special Education Program Manager Update

4. PUBLIC HEARING

4.1 Public Hearing for Initial Sunshine Contract Proposal for 2017-18 from the Board of Education to the Desert Area Teachers Association

4.2 Public Hearing Related to the District Committee's Recommendation Regarding the Closure of Rand Elementary School

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Enrollment Update
- Open Enrollment: May 1-15, 2017
- Open House Calendar
- Date of Superintendent's Evaluation

5.4 Report to the Board of Trustees by the Desert Area Teachers Association

5.5 Report to the Board of Trustees by the California School Employees Association

5.6 Communications from the public

The board will provide time during the discussion of each agenda item for members of the public to comment. At this time, members of the public may address the board on an item not on the agenda. Comments should relate to items of public interest within the board's jurisdiction. The law prohibits the board from taking action on items not on the agenda. If appropriate, your comments will be referred to staff for response. When addressing the board, please state your name and address at the podium and limit your remarks to three minutes. In accordance with the board bylaws, the board will limit the total time for public input to 30 minutes. Those wishing to address the board beyond the 30-minute time limit may do so at the end of the scheduled meeting agenda.

6. EDUCATIONAL ADMINISTRATION

7. POLICY DEVELOPMENT AND REVIEW

7.1 Presentation of Board Policy 3470, Debt Issuance and Management

8. PERSONNEL ADMINISTRATION

8.1 Certificated
Employment, resignation, retirement, leave of absence, change of status, termination

8.2 Classified
Employment, resignation, retirement, leave of absence, change of status, termination

8.3 Adoption of Resolution #24 1617, Teacher Appreciation Week

8.4 Adoption of Resolution #25 1617, Classified School Employee Week

8.5 Ratification of Memorandum of Understanding between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Issues for 2016-17
8.6 AB 1200 Documentation for the Ratification of Tentative Agreement between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Issues for 2016-17
8.7 Adoption of Resolutions #27 1617 and #28 1617 Elimination of Services to Rand Elementary School
8.8 Adoption of Resolution #26 1617, Reduction of Classified Service
8.9 Ratification of MOU with DATA for Adaptive Physical Education Credential

9. GENERAL ADMINISTRATION

9.1 Gifts to District
9.2 Adoption of the Board Meeting Calendar for the 2017-18 School Year
9.3 Authorization for Board Member Travel
9.4 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, as Required by the Williams Act
9.5 Approval of Memorandum of Understanding with Desert Area Teachers Association (DATA) Regarding New Regular Start and End Times for Burroughs High School, Murray Middle School, and James Monroe Midde School
9.6 Approval of Revisions to the 2017-2018 Academic Calendar
9.7 Adoption of Resolution #32 1617 Elimination of Services – Closure of Rand Elementary School
9.8 Discussion of Restoration of Board Travel Budget for 2017-18 to Pre-Recession Level
9.9 Approval of Resolution #29 1617 Application for Eligibility to Participate in the State and Federal Surplus Program

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues
10.2 Authorization to Participate in the National Purchasing Partners (NPP) Cooperative with NSP3 for Shade Structures, Walkway Covers, and Installation Service at New Administration Building at Burroughs High School
10.3 Approval to Enter into Change Order #2 to Increase Scope to Existing Hi Desert Construction Contract to Complete Work at Burroughs High School for Construction Yard Fencing
10.4 Authorization to Participate in the California Multiple Award Schedule (CMAS) – with KYA Services, LLC for Carpet for the New Administration Building for the Burroughs High School Modernization Project
10.5 Approval to Award a Piggyback Contract for Vinyl Flooring to KYA Services, LLC for the New Administration Building for the Burroughs High School Modernization Project

10.6 Approval to Enter into Change Order #1 to Increase Scope to the Existing Best Contracting Services, Inc. Contract for Waterproofing at the Burroughs High School Concessions Building

10.7 Approval to Enter into Amendment #1 to the Agreement with JMI Consultants for Inspector of Record Services to Extend the Term of the Contract for the Burroughs High School Modernization Project

10.8 Approval to Enter into Amendment #2 to the Agreement with JMI Consultants for Inspector of Record Services to Extend the Term of the Contract for the Murray Middle School Project

10.9 Approval to Enter into Change Order #1 to Increase Scope to Letner Roofing Co. Contract to Complete Work at the Burroughs High School for the Expansion Joints at Buildings H&I

10.10 Approval to Enter into Amendment #11 to the Agreement with IBI Group for the Design of a Sewer Meter Station for the New Murray Middle School

10.11 Approval of a Proposal for the Complete Relocation of the Murray Middle School Contents and Instructional Equipment from the Old Murray Site to the New Murray Middle School Property

10.12 Authorization to Enter into Change Order #1 to the Agreement with Bravo Concrete Construction Services, Inc. to Provide and Install a Sidewalk Extension at the Student Drop-Off Loop Road at the New Murray Middle School Site

10.13 Approval to Enter into Change Order #9 to the Agreement with Angeles Contractors, Inc. for Additional New Windows, Rebar Depth Revisions, D & L Window Infills, and Locker Storage at Burroughs High School

10.14 Authorization to Enter into Change Order #5 to the Agreement with Hi Desert Construction, Inc. for Increase in Scope to Fireproof the Corridors at Buildings L and D at Burroughs High School

10.15 Authorization to Enter into Change Order #1 with Elite Landscape Construction, Inc. to Provide and Install Additional Materials and Installation at the New Murray Middle School Site

10.16 Approval to Enter into Change Order #3 to the Agreement with Innovative Construction Solutions to Modify the Grading at the Drop-off Loops at the New Murray Middle School

10.17 Approval to Enter into Amendment #2 to the Agreement with JMI for Inspector of Record Services for the New Murray Middle School to Extend the Term of Inspection at the Modular Manufacturing Facility

11. BUSINESS ADMINISTRATION

11.1 Approval of Contract for Wireless and Internal Networking Equipment Supported by E-Rate

11.2 Approval of Resolution #30 1617, Authorizing the District to Seek Funding for Purchase of Replacement School Bus

11.3 Approval of Resolution #31 1617 for the District to Participate in the California School Cash Reserve Program Enabling District to Issue Tax & Revenue Anticipation Notes (TRANs)

11.4 Approval to Participate in the State of California Cooperative Purchasing Agreement for Lease of Copy Machines for Schools and Various Other District Sites with American Business Machines

12. CONSENT CALENDAR

12.1 Approval of A & B Warrants
12.2 Approval of the 2017-18 AVID (Advancement Via Individual Determination) Implementation Contract
12.3 Approval of Perkins Career Technical Education Application for Funding for the 2017-18 School Year
12.4 Approval for Student Out of State Travel – Burroughs High School Boys and Girls Cross Country Teams
12.5 Approval for Student Out of State Travel – Burroughs High School Band, Choir and Orchestra
12.6 Approval of Recommendation for Expulsion, Expulsion Case #07 1617
12.7 Approval of Recommendation for Expulsion, Expulsion Case #08 1617

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be May 18, 2017.

Any materials required by law to be made available to the public prior to a meeting of the Board of Education of the Sierra Sands Unified School District can be inspected during normal business hours at the district office located at 113 Felspar, Ridgecrest, CA. These materials can also be viewed on the district's internet website at www.ssusd.org.

Note: Individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating, or documentation in accessible formats, should contact the Superintendent's Office at least two days before the meeting date.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: April 3, 2017

TIME OF MEETING: 6:30 p.m.

PLACE OF MEETING: District Office

MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott

STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

   The agenda was adopted by consensus as posted.

2. CONSTRUCTION ADMINISTRATION

   2.1 The board met in a workshop session to discuss construction projects throughout the district.

   No action was taken.

3. ADJOURNMENT was at 7:55 p.m.

THE BOARD OF EDUCATION

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Amy Castillo-Covert, Vice President/Clerk Ernest M. Bell, Jr., Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Concurrent Special Meeting of the Board of Education

DATE OF MEETING: March 9, 2017

TIME OF MEETING: 7:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott

STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus with Items 10.11 and 10.12 of the concurrent agenda being heard following Item 10.9.

10. CONSTRUCTION ADMINISTRATION

10.11 Approval of Agreements for Construction with Various Prime Trade Contractors for Multiple Trades for the Burroughs High School Modernization Project – Phase 2 – Part 2

Motion was made to approve the agreements as presented. SCOTT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

10.12 Approval of Revised Change Order #4R to the Agreement with Angeles Contractors, Inc. for Blocking at Windows, New Windows, and Concrete Flatwork at Burroughs High School

Motion was made to approve Change Order #4R with Angeles Contractors, Inc. as presented. COVERT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

14. ADJOURNMENT

THE BOARD OF EDUCATION

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Amy Castillo-Covert, Vice President/Clerk Ernest M. Bell, Jr., Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: March 9, 2017

TIME OF MEETING: 6:30 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott

STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

   The agenda was adopted by consensus.

2. CLOSED SESSION

   2.1 Public Employee Discipline/Dismissal/Release

   The board voted to uphold the dismissal of employee #4405.

   AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

   2.2 The board met in closed session with the superintendent to discuss negotiations with all three bargaining units.

   No action was taken.

3. ADJOURNMENT

THE BOARD OF EDUCATION

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Amy Castillo-Covert, Vice President/Clerk Ernest M. Bell, Jr., Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING:	March 9, 2017
TIME OF MEETING:	7:00 p.m.
PLACE OF MEETING:	Ridgecrest City Council Chambers
MEMBERS PRESENT:	Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT:	Ernest M. Bell, Jr., Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Student Member Dylan Perea.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

   The agenda was adopted by consensus as posted with Item 10.11 on the Concurrent Special Meeting agenda being heard after Item 10.10 and hearing the Inyo-Kern Schools Financing Authority agenda following Item 11.1.

2. APPROVAL OF MINUTES

   Hearing no comments, the minutes of the regular and special meetings of February 16, 2017 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

   - Presentation of three Automated External Defibrillators to Sierra Sands Unified School District by Ms. Celia Mills, Administrative Care Coordination and Community Health, Ridgecrest Regional Hospital. The defibrillators will be used at Burroughs High School, James Monroe Middle School, and Murray Middle School.

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

   5.1 Student Member's Report

   James Monroe Middle School: Students in the Monroe English Learner Support classes created presentations which helped them practice speaking in front of others. Monroe school counselor, Ms. Douglas, took several students to the Leaders in Life conference in Bakersfield. Math and English teachers are administering interim assessments to help students practice for the upcoming state testing. Monroe music programs and the ASB are busy with fun March activities.

Murray Middle School: Intervention programs are up and running at Murray. Several AVID students attended a leadership conference in Bakersfield. Two new events have been instituted this semester; an Awards Assembly and the Principal's Coffee. Students have enjoyed activities by the ASB and the Gold Orchestra. The Murray PTO is working on fun activities to celebrate the opening of the new campus in August.

Burroughs High School: Rallies, sports, and ASB activities have kept students busy at Burroughs. The spring play, *You Can't Take it With You,* will be presented March 31 and April 7.

Mesquite High School: Five Mesquite students attended the Economic Outlook Conference. Mesquite students will once again participate in the Youth Advisory Council. Students continue to bring in food items to donate to St. Michael's food pantry. The Mesquite prom will be held later this week.

5.2 Reports from Members of the Board

Board vice-president, Amy Castillo-Covert reported that she will be attending the NAFIS conference in Washington, D.C. next week.

5.3 Superintendent's Report

Superintendent Bell reported district enrollment is up by 111 students over this time last year. He reported the possibility of a substance abuse prevention presentation by the Kern County Sheriff's department for staff, students, parents, and community in April 2017.

5.4 Report to the Board of Trustees by the Desert Area Teachers Association

Barb Walls, President of the Desert Area Teachers Association, thanked the negotiations team for the MOU reached for this year that met a number of their goals. The MOU reflected a start toward acknowledging special education and support service providers and will provide an incentive toward attracting new teachers to Sierra Sands. Ms. Walls announced a scholarship program honoring Mrs. Lynn Carr who recently passed away.

5.5 Report to the Board of Trustees by the California School Employees Association

Miley Mower, Chapter 188 Secretary of the California School Employees Association, along with Mark Vasquez, Chief Job Steward, and Bambi Risden, Public Relations Officer reported that CSEA negotiations will take place tomorrow and CSEA will be addressing their concern over the minimum wage increase.

5.6 Communications from the public

No comments were heard.

6. EDUCATIONAL ADMINISTRATION

6.1 Adoption of Textbooks and Instructional Materials for Grades K-12 English Language Arts

Motion passed to approve the adoption of textbooks and instructional materials for grades K-12 English Language Arts as presented. CASTILLO-COVERT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated
Employment, resignation, retirement, leave of absence, change of status, termination

8.2 Classified
Employment, resignation, retirement, leave of absence, change of status, termination

Motion passed to approve items 8.1-8.2 as presented. ROCKWELL/SCOTT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

8.3 Presentation of Initial Sunshine Contract Proposal for 2017-2018 from the Board of Education to the Desert Area Teachers Association

Assistant Superintendent of Human Resources, Dave Ostash presented the district initial sunshine contract proposal to Carolyn Hiatt, negotiations chairperson for the Desert Area Teachers Association.

8.4 Authorization of Classified Positions: Certified Occupational Therapist Assistant Position

Motion passed to authorize the Certified Occupational Therapist Assistant position as presented. ROCKWELL/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: Ridgecrest Regional Hospital donated three Automated External Defibrillator (AED) machines with a cash value of $2,936.39 to be used at Burroughs High School, James Monroe Middle School, and Murray Middle School and the College of the Desert donated miscellaneous items of furniture with an estimated value of $16,713.00 to be used at Burroughs High School and the new Murray Middle School. CASTILLO-COVERT/SCOTT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

Mrs. Christina Giraldo, Assistant Superintendent of Business Services, introduced Mr. Steve Hubbard, Project Manager with Maas Company, who gave an update to the board on the Capital Projects taking place within the district.

Burroughs High School: Buildings D and L are set for completion in April. DSA stamp out of the auto shop relocation into building G is anticipated next week and construction should begin in April. The serving line construction should be complete in June. Foundation work for the stadium lighting is complete with standards ready to be erected. The concession stand retaining walls are complete. Bids have been received for Phase 2.

Murray Middle School: Work continues on buildings D3, D4, and D5 with completion of those buildings expected in May. The slab for buildings A1 and A2 have been poured and modulars have been delivered with install expected next week. The footings and slab for buildings D1 and D2 will be poured next week. All classrooms and the administration buildings are expected to be in by the first of June with completion by the end of July.

10.2 Approval to Enter into Amendment #14 to the Agreement with RBB Architects for Additional Services to Execute Construction Documents for the Relocation of the Fire Booster Pump and Resolution of Duct Bank Conflict at the Concession Excavation at Burroughs High School

Motion passed to approve Amendment #14 with RBB Architects as presented. SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

10.3 Approval of Open Purchase Order for Eastern Sierra Land Surveys, Inc. for Survey Services to Complete the Burroughs High School Modernization

Motion passed to approve the open purchase order with Eastern Sierra Land Surveys, Inc. for Burroughs High School as presented. CASTILLO-COVERT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

10.4 Approval of Open Purchase Order for Eastern Sierra Land Surveys, Inc. for Survey Services to Complete the New Murray Middle School Project

Motion passed to approve the open purchase order with Eastern Sierra Land Surveys, Inc. for Murray Middle School as presented. SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

10.5 Approval of Change Order #5 to the Agreement with Angeles Contractors, Inc. for Water-proofing, Vision Panels, and Interior Concrete Repairs

Motion passed to approve Change Order #5 with Angeles Contractors, Inc. as presented. CASTILLO-COVERT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

10.6 Approval of Change Order #6 to the Agreement with Angeles Contractors, Inc. for Building G Beam Repair, D and L Corridor Infill, and GLB Fire-rated Glass

Motion passed to approve Change Order #6 with Angeles Contractors, Inc. as presented. FARRIS/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

10.7 Approval of Change Order #3 to the Agreement with Stanton Utilities, Inc. for Increase in Scope to Provide Water Heaters in C, D, L, M, and Gym Buildings at Burroughs High School

Motion passed to approve Change Order #3 with Stanton Utilities, Inc. as presented. SCOTT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

10.8 Approval of Change Order #7 to the Agreement with Angeles Contractors, Inc. for Additional Lath and Plaster Work at Buildings C, D, and L at Burroughs High School

Motion passed to approve Change Order #7 with Angeles Contractors, Inc. as presented. CASTILLO-COVERT/SCOTT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

10.9 Authorization to Enter into a Purchase Order with C. Martin Co., Inc. for Interior Painting of Building L at Burroughs High School

Motion passed to authorize a purchase order with C. Martin Co., Inc. as presented. SCOTT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

10.10 Adoption of Resolution #23 1617 Approving the Findings of Proposition 39, Approval of Facility Solutions Agreement with Famand Inc. (dba Indoor Environmental Services) for Installation of Energy Efficiency Measures on Selected District Sites

Motion passed to adopt Resolution #23 1617 and approve the Facility Solutions Agreement with Famand Inc. as presented. SCOTT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

11. BUSINESS ADMINISTRATION

11.1 Approval of Second Interim Report for Fiscal Year 2016-17

Motion passed to approve the Second Interim Report for fiscal year 2016-17 as presented. CASTILLO-COVERT/SCOTT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

President Johnson temporarily adjourned the Sierra Sands Unified School District board meeting at 8:12 p.m. and opened the meeting of the Board of Directors of the Inyo-Kern Schools Financing Authority.

The Sierra Sands Unified School District Board of Education meeting was reopened at 8:13 p.m.

12. CONSENT CALENDAR

12.1 "A" & "B" Warrants
12.2 Approval of Interdistrict Attendance Agreement (Farmer)
12.3 Approval of Recommendations for Expulsion, Expulsion Case #09 1617

Motion passed to adopt the consent calendar as presented.
ROCKWELL/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:14 p.m.

THE BOARD OF EDUCATION

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Amy Castillo-Covert, Vice President/Clerk Ernest M. Bell, Jr., Secretary to Board

Recorder: Diane Naslund

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING:	March 7, 2017
TIME OF MEETING:	6:30 p.m.
PLACE OF MEETING:	District Office
MEMBERS PRESENT:	Castillo-Covert, Farris, Johnson - telephonically, Rockwell, Scott
STAFF PRESENT:	Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

   The agenda was adopted by consensus as posted.

2. CONSTRUCTION ADMINISTRATION

   2.1 The board met in a workshop session to discuss construction projects throughout the district.

   No action was taken.

3. ADJOURNMENT was at 7:50 p.m.

THE BOARD OF EDUCATION

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Amy Castillo-Covert, Vice President/Clerk Ernest M. Bell, Jr., Secretary to Board

4. PUBLIC HEARING

4.1 Public Hearing for Initial Sunshine Contract Proposal for 2017-18 from the Board of Education to the Desert Area Teachers Association

BACKGROUND INFORMATION: The Board of Education submitted its initial sunshine contract proposal for the 2017-18 school year to the Desert Teachers Association (DATA) at its regular meeting of March 9, 2017.

CURRENT CONSIDERATIONS: A public hearing provides time for comment on this proposal.

FINANCIAL IMPLICATIONS: None at this time.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the proposal for Initial Sunshine Contract Proposal for 2017-2018 from the Board of Education to the Desert Area Teachers Association.

4. PUBLIC HEARING

4.2 Public Hearing Related to the District Committee's Recommendation Regarding the Closure of Rand Elementary School

BACKGROUND INFORMATION: With the advent of the Local Control Funding Formula (LCFF) in 2013-2014, most categorical funding codes were consolidated into the general fund revenues to be determined through the Local Control Accountability Plan (LCAP) process. Among categorical funding streams lost was the special funding the district received for a small necessary school – Rand Elementary School. Simultaneously, the district has experienced ongoing reductions in the number of students attending Rand School. It is projected that two students will be enrolled at Rand School in 2017-2018.

CURRENT CONSIDERATIONS: A public hearing provides time for comment on the district committee's recommendation regarding closure of Rand School.

FINANCIAL IMPLICATIONS: None at this time.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the district committee's recommendation regarding closure of Rand School.

Sierra Sands Unified School District
Seventh Month Enrollment 2016-2017

SCHOOL	2016-17 YTD%	2015-16 YDT%	K	1	2	3	4	5	6	7	8	9-12	SDC	2016-17 TOTAL	2015-16 TOTAL	CHANGE
FALLER	95.4%	95.8%	98	68	75	73	69	58						441	441	**0**
GATEWAY	95.5%	96.1%	74	86	53	56	62	64					20	415	417	**-2**
INYOKERN	94.9%	95.9%	33	37	28	38	24	30						190	194	**-4**
LAS FLORES	95.9%	95.5%	86	76	101	79	79	76						497	502	**-5**
PIERCE	95.3%	95.4%	72	57	76	38	61	61						365	315	**50**
RAND	94.6%	95.3%	1		1	4								6	10	**-4**
RICHMOND ANNEX	92.0%	93.0%											95	95	89	**6**
RICHMOND	96.2%	96.5%	70	57	73	62	67	71						400	379	**21**
TOTAL K -5	95.5%	95.7%	434	381	407	350	362	360					115	2409	2347	**62**
MONROE	94.8%	94.9%							143	170	159		40	512	522	**-10**
MURRAY	95.2%	95.8%							198	199	202		38	637	622	**15**
TOTAL 6 -8	95.0%	95.4%							341	369	361		78	1149	1144	**5**
BURROUGHS	93.9%	100.0%										1311	62	1373	1343	**30**
MESQUITE	88.4	92.2%										81		81	82	**-1**
TOTAL 9 - 12												1392	62	1454	1425	**29**
16-17 TOTAL	95.2%		434	381	407	350	362	360	341	369	361	1392	255	5012	---	---
15-16 TOTAL		95.4%	408	409	357	349	364	347	374	360	334	1361	253		4916	---
CHANGE		**-0.20%**	**26**	**-28**	**50**	**1**	**-2**	**13**	**-33**	**9**	**27**	**31**	**2**	---	---	**96**

Elementary K - 5	2016-17	2015-16
Regular -		
K	434	408
1 - 3	1138	1115
4 - 5	722	711
Special Education -		
SDC	115	113
RSP	108	91
Middle 6-8		
Regular	1071	1068
Special Education -		
SDC	78	76
RSP	90	77
High School 9 - 12		
Regular	1311	1279
Continuation	81	298
Special Education -		
SDC	62	64
RSP	103	90
Adult	314	258

Open House Schedule
2016 - 2017
Revised Schedule as of 2/27/17

Site	Date		Time
Richmond / Pierce / Rand	Tues	5/9/17	6:30 p.m.
Monroe / Murray	Thurs	5/11/17	6:30 p.m.
Faller / Inyokern	Tues.	5/16/17	6:30 p.m.
Las Flores / Gateway	Wed	5/17/17	6:30 p.m.

7. POLICY DEVELOPMENT AND REVIEW

7.1 Presentation of Board Policy 3470, Debt Issuance and Management

BACKGROUND INFORMATION: The Assistant Superintendent of Business and Support Services has reviewed selected board policies and administrative regulations as a result of recommendations from the California School Boards Association (CSBA) policy service. All proposed policy and administrative regulation revisions reflect recent changes in applicable state and/or federal laws and regulations.

CURRENT CONSIDERATIONS: On September 12, 2016, Governor Jerry Brown signed Senate Bill (SB) 1029, which requires all California public agencies to report annually on any debt sold on or after January 21, 2017. In addition to the annual reporting requirement, SB 1029 requires all public agencies to implement a debt policy covering certain minimum statutory requirements. Effective January 2017, a debt policy must be implemented prior to the time a local agency sells debt. A local agency must also certify that it has a debt policy in place when it reports the proposed sale to the California Debt and Investment Advisory Commission (no later than 30 days prior to proposed sale). The policy addresses the requirements of SB 1029 including (1) the purposes for which the debt proceeds may be used; (2) the types of debt that may be issued; (3) the relationship of the debt to, and integration with, the district's capital improvement program or budget, if applicable; (4) policy goals related to the district's planning goals and objectives; and (5) internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This is the first reading of Board Policy 3470, Debt Issuance and Management and will be presented to the board for approval at the May 18, 2017 board meeting.

DEPT ISSUANCE AND MANAGEMENT

The Governing Board is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

(cf. 3000 - Concepts and Roles)
(cf. 3460 - Financial Reports and Accountability)
(cf. 7110 - Facilities Master Plan)
(cf. 7210 - Facilities Financing)

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategies.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

(cf. 3312 - Contracts)
(cf. 3600 - Consultants)
(cf. 9270 - Conflict of Interest)

Goals
The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the district shall ensure that it:

DEPT ISSUANCE AND MANAGEMENT

1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs

2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements

3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues

4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt

5. Monitors the district's statutory debt limit in relation to assessed valuation within the district and the tax burden needed to meet long-term debt service requirements

6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws

7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the district at the time the new debt is issued

8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future

9. Preserves the availability of the district's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt

10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 7000 - Concepts and Roles)

Authorized Purposes for the Issuance of Debt

The district may issue debt for any of the following purposes:

DEPT ISSUANCE AND MANAGEMENT

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities

2. To refund existing debt

3. To provide for cash flow needs

(cf. 3100 - Budget)
(cf. 3110 - Transfer of Funds)

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

Authorized Types of Debt

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt

a. Short-term debt, such as tax and revenue anticipation notes (TRANs), when necessary to allow the district to meet its cash flow requirements (Government Code 53850-53858)

b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)

c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the district (Government Code 53859-53859.08)

2. Long-Term Debt

a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government Code

DEPT ISSUANCE AND MANAGEMENT

53506-53509.5)

(cf. 7214 - General Obligation Bonds)
b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)

(cf. 7212 - Mello Roos Districts)

3. Lease financing, including certificates of participation (COPs)

a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)

b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400-17429)

4. Special financing programs or structures offered by the federal or state government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs

5. Temporary borrowing from other sources such as the County Treasurer

COPs, TRANs, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133)

Relationship of Debt to District Facilities Program and Budget

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

DEPT ISSUANCE AND MANAGEMENT

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the district's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The district may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

Structure of Debt Issues

The district shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The district shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

For new money debt issuances for capital improvements, the district shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the district to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15106.

To the extent practicable, the district shall also consider credit issues, market factors, and tax law when sizing the district's bond issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any general obligation bond issued by the district shall mature within 40 years of the issuance date or as otherwise required by law. (California Constitution, Article 16, Section 18; Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed but, with respect to a lease purchase of equipment, no longer

than a period of 10 years. (Education Code 17452)

Method of Sale

For the sale of any district-issued debt, the Superintendent or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the district. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost

2. Negotiated sale, subject to approval by the district to ensure that interest costs are in accordance with comparable market interest rates

3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the district than either a negotiated or competitive sale

Investment of Proceed

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

(cf. 3430 - Investing)

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

Refunding/Restructuring

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the district shall consider the maximization of the district's expected net savings over the life of

the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

Internal Controls

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

(cf. 3314 - Payments for Goods and Services)
(cf. 3400 - Management of District Assets/Accounts)

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure. (Government Code 53410)

When feasible, the district shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

The district shall annually conduct a due diligence review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their responsibilities.

In addition, the Superintendent or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

Records/Reports

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

On or before January 31 of each year, the Superintendent or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the

issued debt for the period from July 1 to June 30. (Government Code 8855)
The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

The Superintendent or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. In addition, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

The Superintendent or designee shall annually report to the Board regarding debts issued by the district, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the district's bonds, market update and refunding opportunities, new development for California bond financings, and the district's compliance with post-issuance requirements.

Legal Reference:
EDUCATION CODE
5300-5441 Conduct of elections
15100-15262 Bonds for school districts and community college districts
15264-15276 Strict accountability in local school construction bonds
15278-15288 Citizen's oversight committees
15300-15425 School Facilities Improvement Districts
17150 Public disclosure of non-voter-approved debt
17400-17429 Leasing of district property
17450-17453.1 Leasing of equipment
17456 Sale or lease of district property
17596 Duration of contracts
42130-42134 Financial reports and certifications
ELECTIONS CODE
1000 Established election dates

DEPT ISSUANCE AND MANAGEMENT

GOVERNMENT CODE
8855 California Debt and Investment Advisory Commission
53311-53368.3 Mello-Roos Community Facilities Act
53410-53411 Bond reporting
53506-53509.5 General obligation bonds
53550-53569 Refunding bonds of local agencies
53580-53595.55 Bonds
53850-53858 Tax and revenue anticipation notes
53859-53859.08 Grant anticipation notes
CALIFORNIA CONSTITUTION
Article 13A, Section 1 Tax limitation
Article 16, Section 18 Debt limit
UNITED STATES CODE, TITLE 15
78o-4 Registration of municipal securities dealers
UNITED STATES CODE, TITLE 26
54E Qualified Zone Academy Bonds
CODE OF FEDERAL REGULATIONS, TITLE 17
240.10b-5 Prohibition against fraud or deceit
240.15c2-12 Municipal securities disclosure
CODE OF FEDERAL REGULATIONS, TITLE 26
1.103 Interest on state and local bonds
1.141 Private activity bonds
1.148 Arbitrage and rebate
1.149 Hedge bonds
1.6001-1 Records

Management Resources:
CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION PUBLICATIONS
California Debt Issuance Primer
GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS
An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016
Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015
Investment of Bond Proceeds, Best Practice, September 2014
Selecting and Managing Municipal Advisors, Best Practice, February 2014
Debt Management Policy, Best Practice, October 2012
Analyzing and Issuing Refunding Bonds, Best Practice, February 2011
INTERNAL REVENUE SERVICE PUBLICATIONS
Tax Exempt Bond FAQs Regarding Record Retention Requirements
Tax-Exempt Governmental Bonds, Publication 4079, rev. 2016
U.S. GOVERNMENT ACCOUNTABILITY OFFICE PUBLICATIONS

DEPT ISSUANCE AND MANAGEMENT

Internal Control System Checklist
WEB SITES
California Debt and Investment Advisory Commission: http://www.treasurer.ca.gov/cdiac
Government Finance Officers Association: http://www.gfoa.org
Internal Revenue Service: http://www.irs.gov
Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA): http://www.emma.msrb.org
U.S. Government Accountability Office: http://www.gao.gov
U.S. Securities and Exchange Commission: http://www.sec.gov

First Read: April 20, 2017 *SIERRA SANDS UNIFIED SCHOOL DISTRICT*
Ridgecrest, California

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

8.21 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***

Melissa Bergh
1st Grade – Faller
Effective 6-2-17

Rebekah Cash
English – James Monroe
Effective 6-2-17

Kevin Hill
60% Science – Burroughs
Effective 6-2-17

Jubilee Nordwall
English – James Monroe
Effective 6-2-17

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Substitute Teachers for 16-17 year:
Aileen Cofield
Benjamin Roush

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.21 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***

Monica Butler
4 hr. Paraprofessional/Student Supervisor – Murray
Effective 4-28-17

Luis Clemente
8 hr. Custodian – James Monroe
Effective 3-10-17

Bonnie Cortez*
6 1/2 hr. School Bus Driver I – Transportation
1 hr. School Bus Monitor – Transportation
Effective 3-10-17

Daloune Darilas*
5 ½ hr. Paraprofessional – Gateway
Effective 3-10-17

Cody Decker
6 ¼ hr. Paraprofessional – James Monroe
Effective 4-10-17

Deborah Hardell*
5 ½ hr. Paraprofessional – Richmond
Effective 3-08-17

Amy Pangle***
8 hr. Food Service Manager II – James Monroe
Effective 3-31-17

Lacie Pena
8 hr. Account Clerk IV – Business Office
Effective 4-14-17

Alicia Ward*
5 ½ hr. Paraprofessional – Richmond
Effective 3-6-17

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Lawrence French
8 hr. Custodian – James Monroe
Effective 3-31-17

Student Workability Worker for the 2016-2017 School Year:
Ryan Morgan

Classified Substitutes for the 2016-2017 School Year:
Wendy Blotcky
Rose Bojorguez
Daniel Boudreau
Andrea Burgoyne
Kasie Canepa
Stacy Christiansen
Remedios Coronel
Kristen Coster
Charlotte Kooima
Richard MacNeill
Matthew Parks
Theresa Sargent-Maiden
Martha Villa
Nolia Wickliff
Skyler Witthar

8.24 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.3 Adoption of Resolution #24 1617, Teacher Appreciation Week and Day of the Teacher

BACKGROUND INFORMATION: Each May certificated employees throughout California are recognized for their service to students and the educational community.

CURRENT CONSIDERATIONS: Resolution #24 1617 declares the week of May 1-5, 2017, as Teacher Appreciation Week in Sierra Sands Unified School District. The resolution also designates May 2, 2017, as National Teacher Day and May 10, 2017, as California Day of the Teacher. Adoption of this resolution designates a time when administrators, staff, parents, students, and the community have an opportunity to recognize and salute district teachers and their many contributions to our students' success. A copy of Resolution #24 1617 will be displayed at all district schools and sites.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Adopt Resolution #24 1617 as presented and approve May 1-5, 2017, as Teacher Appreciation Week as well as May 2, 2017 as National Teacher Day and May 10, 2017 as California Day of the Teacher in Sierra Sands Unified School District.

BEFORE THE BOARD OF EDUCATION OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT
County of Kern, State of California

IN THE MATTER REGARDING)
TEACHER APPRECIATION WEEK) RESOLUTION #24 1617

WHEREAS, the contributions of teachers have been crucial in the lives of America's youth; and

WHEREAS, the economic, political and cultural well-being of this nation has been enriched through public education and its teachers; and

WHEREAS, the significance of the teacher in the lives of students is growing as a consequence of educational reform and the change in the impact of other institutions in society; and

WHEREAS, the Board of Education and citizens of the Sierra Sands Unified School District are gratified by the overall academic performance of our students, who have been so well prepared by our teachers;

NOW, THEREFORE, BE IT RESOLVED that the Sierra Sands Unified School District salutes its teachers and declares May 1-5, 2017 TEACHER APPRECIATION WEEK , May 10, 2017 as CALIFORNIA DAY OF THE TEACHER and May 2, 2017 NATIONAL TEACHER DAY;

AND BE IT FURTHER RESOLVED that the Board of Education of the Sierra Sands Unified School District urges students and community members to take measures to give special meaning to this significant celebration.

* * * * * * * * * *

I, AMY CASTILLO-COVERT, CLERK OF THE GOVERNING BOARD, certify that the above resolution, proposed by _____ and seconded by _____, was duly passed and adopted by the Governing Board of the Sierra Sands Unified School District of Kern County, California, at an official and public meeting thereof held on April 20, 2017.

AYES: _____ NOES: _____ ABSTENTIONS: _____ ABSENT: _____

DATED: _____

GOVERNING BOARD OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT

BY: _____

TITLE: Vice President/Clerk of the Board

8. PERSONNEL ADMINISTRATION

8.4 Adoption of Resolution #25 1617 Classified School Employee Week May 22-26, 2017

BACKGROUND INFORMATION: Every May classified employees throughout California are recognized for their service to students and the educational community.

CURRENT CONSIDERATIONS: Resolution #25 1617 declares the week of May 22-26, 2017, as Classified School Employee Week in Sierra Sands Unified School District. Adoption of this resolution provides an opportunity for administrators, staff, parents, students, and the community to recognize the many accomplishments and contributions of our classified staff. A copy of Resolution #25 1617 will be displayed at all district schools and sites.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Adopt Resolution #25 1617 as presented and approve May 22-26, 2017 as Classified School Employee Week in Sierra Sands Unified School District.

BEFORE THE BOARD OF EDUCATION OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT
County of Kern, State of California

IN THE MATTER REGARDING)
CLASSIFIED EMPLOYEE WEEK) RESOLUTION #25 1617

WHEREAS, Education Code 45460 encourages recognition of the valuable contributions classified employees make to the programs and students in the Sierra Sands Unified School District; and

WHEREAS, classified employees participate in countless activities that contribute to and support a positive instructional environment; and

WHEREAS, classified employees are an integral part of the educational team which provides beneficial learning experiences for the students in the Sierra Sands Unified School District; and

WHEREAS, classified employees serve a vital role in providing for the welfare and safety of Sierra Sands Unified School District's students; and

WHEREAS classified employees have continuously maintained an exceptional level of service to the entire educational community;

NOW, THEREFORE, BE IT RESOLVED that the Sierra Sands Unified School District Board of Education hereby recognizes classified employees for the many services they perform and declares the week of May 22-26, 2017 as the CLASSIFIED SCHOOL EMPLOYEE WEEK in the Sierra Sands Unified School District.

* * * * * * * * * *

I, AMY CASTILLO-COVERT, CLERK OF THE GOVERNING BOARD, certify that the above resolution, proposed by _____ and seconded by _____, was duly passed and adopted by the Governing Board of the Sierra Sands Unified School District of Kern County, California, at an official and public meeting thereof held on April 20, 2017.

AYES: _____ NOES: _____ ABSTENTIONS: _____ ABSENT: _____

DATED: _____ GOVERNING BOARD OF THE
SIERRA SNDS UNIFIED SCHOOL DISTRICT

BY: _____

TITLE: Vice President/Clerk of the Board

8. PERSONNEL ADMINISTRATION

8.5 Ratification of Memorandum of Understanding between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Issues for 2016-17

BACKGROUND INFORMATION: The district and DATA negotiation teams reached a Memorandum of Understanding that resolves collective bargaining for 2016-2017.

CURRENT CONSIDERATIONS: In December of 2016, when the district identified additional, ongoing revenue to be adjusted into the 2016-2017 budget, the district agreed to negotiate with DATA to determine the effects of the identified increase in general fund revenue. The attached MOU identifies three key outcomes from negotiations: (1) an increase to the Certificated Salary Schedule by 1.75%, retroactive to July, 2016, (2) starting in 2017-2018, a $1,500 annual stipend and $1,000 annual stipend for fully credentialed and licensed Speech and Language Pathologists, and fully credentialed special education teachers, respectively, and (3) starting in 2017-2018, paying bargaining unit members with two or fewer years of service on year three of the salary schedule, as described in the MOU.

District and DATA negotiated terms that are intended to benefit the district, all members of the bargaining unit, and to specifically address two identified challenges: (1) retain faculty in high needs, specialized positions, and (2) incentivize all new bargaining members by increasing the starting pay.

FINANCIAL IMPLICATIONS: Implementation of the agreement is supported by a three-year multi-year projection, within the board-adopted 5% ending fund balance reserve requirement. The multi-year projection was submitted on AB1200 documentation and approved by the Kern County Superintendent of Schools.

The details of the MOU are provided in the attached documentation. The total compensation value of the MOU represents an overall 2.32% increase for DATA.

SUPERINTENDENT'S RECOMMENDATION: Ratify the Memorandum of Understanding between the Desert Area Teachers Association (DATA) and the Board of Education regarding collective bargaining agreement for 2016-2017 as presented.

MEMORANDUM OF UNDERSTANDING BETWEEN SIERRA SANDS UNIFIED SCHOOL DISTRICT AND THE DESERT AREA TEACHERS ASSOCIATION

The Sierra Sands Unified School District ("District") and the Desert Area Teacher's Association ("DATA") (hereafter collectively referred to as "the Parties"), hereby enter into this Memorandum of Understanding ("MOU") related to salary increases and annual stipends for particular credentialed teachers in accordance with the terms of this MOU.

1. This MOU is not precedent setting and establishes no past practice. With the exception of the terms contained herein, all other terms of the Collective Bargaining Agreement and any currently effective MOUs, if any, remain unchanged.

2. The District shall increase the Certificated Salary Schedule by 1.75%, retroactive to July 1, 2016. The figures in the chart below do not reflect the 1.75% salary increase. The salary schedule will be updated to reflect the increase after full execution of this MOU.

3. Effective at the start of the 2017-2018 school year, the District shall pay a $1,500 annual stipend ("Stipend") to fully-credentialed and licensed Speech and Language Pathologists ("SLP") employed by the District in SLP assignments. The Stipend shall be paid in equal monthly increments throughout the year based on the academic calendar. Employees who do not work the entire school year shall only be entitled to a pro-rata share of the Stipend. Those who hold aforementioned credential must be working in the capacity of a speech pathologist to receive the stipend.

4. Effective at the start of the 2017-2018 school year, the District shall pay a $1,000 annual stipend to fully-credentialed special education teachers employed by the District in special education teaching assignments. The Stipend shall be paid in equal monthly increments throughout the year based on the academic calendar. Employees who do not work the entire school year shall only be entitled to a pro-rata share of the Stipend. Those who hold aforementioned credential must be working in the capacity of a special education teacher to receive the stipend.

5. Effective at the start of the 2017-18 school year, the District shall amend the certificated salary schedule by paying bargaining unit members with two or fewer years of service Year Three on the salary schedule. These bargaining unit members will stay on Year Three until they have four years of service credited, as reflected in the chart below:

Years	Emergency Credential	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90
1 1+incentive	38,625	40,024 43,736	42,108 45,820	44,192 47,904	46,276 49,988	48,360 52,072	50,444 54,156
2 2+incentive		41,880 43,736	43,964 45,820	46,048 47,904	48,132 49,988	50,216 52,072	52,300 54,156
3		43,736	45,820	47,904	49,988	52,072	54,156
4		45,592	47,676	49,760	51,844	53,928	56,012

6. The above-described stipends will be considered creditable compensation for purposes of the California State Teachers Retirement System ("STRS") to the fullest extent authorized by STRS. The District makes no representations or assurances as to any employee's eligibility with respect to STRS benefits or, if they are eligible, the amount of any such benefits that they might receive, or are entitled to receive, due to their service to the District. The District makes no representations or assurances as to the effect of this MOU on any employee's eligibility for and/or receipt of STRS credits or benefits.

7. If any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

8. The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education at a lawfully called meeting and the association according to its rules.

Agreed:

FOR THE DISTRICT

Dave Ostash
Assistant Superintendent, Human Resources
Sierra Sands Unified School District

Date: 3/10/17

FOR THE DESERT AREA TEACHERS ASSOCIATION

Barbara Walls
President, Desert Area Teachers Association (DATA)

Date: March 10, 2017

Carolyn Hiatt
Negotiations Chairperson, Desert Area Teachers Association (DATA)

Date: 3-10-17

8. PERSONNEL ADMINISTRATION

8.6 AB 1200 Documentation for the Ratification of Tentative Agreement between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Issues for 2016-17

BACKGROUND INFORMATION: The DATA and district negotiation teams reached a Memorandum of Understanding for the 2016-2017 school year. The MOU is being presented to the board at their April 20, 2017 regular meeting.

CURRENT CONSIDERATIONS: The district is required to present AB 1200 documentation to the board that indicates approval by the Kern County Superintendent of Schools when increases to employee compensation are negotiated.

FINANCIAL IMPLICATIONS: Please refer to the attached AB 1200 documentation enclosed in the packet.

SUPERINTENDENT'S RECOMMENDATION: Approve the AB 1200 documentation for the Memorandum of Agreement between the Desert Area Teachers Association (DATA) and the Board of Education regarding collective bargaining agreement for 2016-2017 as presented.

Kern County
Superintendent of Schools

Office of Christine Lizardi Frazier ...advocates for children

April 5, 2017

Tim Johnson, Board President
Sierra Sands Unified School District
113 W. Felspar Ave.
Ridgecrest, CA 93555

Dear Mr. Johnson;

We have received the District Analysis of the Proposed Collective Bargaining agreement with the district's guidance association from your administration in accordance with AB1200 (Statutes of 1991) and Government Code section 3547.5 which will be considered during the April 20, 2017 meeting of the Governing Board. The proposed agreement will be effective July 1, 2015 through June 30, 2017.

The fiscal impact of this agreement is to increase employee total compensation during 2016-17 by a total of $22,586 or 1.75%. Total compensation increases include salary schedule adjustments in the amount of $19,623 or 1.52% and increased statutory benefits of $2,964 or .23%. This agreement reflects an increase to for fiscal year 2017-18 for other compensation in the amount of $8,000 or .60% and increased statutory benefits of $80 or .01% for a total additional cost of $8,080 or .61% increase.

Based on the latest approved budget and the proposed budget adjustments, the district does maintain the appropriate reserve for economic uncertainties in the general fund. School districts in California are advised to proceed carefully with all proposed increases in their expenditure plans due to the challenges resulting from the implementation of the LCFF. While the state is providing additional revenue for the first time in many years, its distribution is vastly different than it was under revenue limit funding. The large increase in gap funding in the past two years will lead to smaller year-over-year gap funding in the future. For some districts gap funding is less than the amount needed to cover STRS and PERS contribution rate increases, and that will likely be true for most if not all districts beginning in 2017-18. This, coupled with an uneven economic recovery, creates an environment of caution for school districts when considering bargaining agreements.

We hope this information proves useful to the Board in its deliberative process and we thank the administration for its submittal of the fiscal impact of the proposed agreement.

Sincerely,

Mary C. Barlow
Kern County Superintendent of Schools

Tina Foster, District Fiscal Analyst
Division of Administration & Finance

TF:cl
c: Ernie Bell, Superintendent

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Sierra Sands Unified School District

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5

Desert Area Teachers Association (DATA)

The proposed agreement covers the period beginning July 1, 2015 and ending June 30, 2017 and will be acted upon by the Governing Board at its meeting on April 20, 2017

Note:

1% salary increase =	$ 157,783	$160,544	$160,544
1% statutory benefit increase =	$ 23,829	$27,216	$27,216
1% Total Compensation increase =	$ 181,612	$187,760	$187,760

A. Proposed Change in Compensation - Fund 01 - General Fund

	Compensation		Fiscal Impact of Proposed Agreement: Current Year 2016-17	Year 2 2017-18	Year 3 2018-19	Comments
1	Step & Column - Increase/(Decrease) due to longevity and units plus any changes due to settlement	Cost (+/-)				Step/Column previously included in budget
		Percent of Total Comp				
2	Salary Schedule - Increase/(Decrease)	Cost (+/-)	$ 276,120	$ 276,120	$ 276,120	On-schedule increases of 1.75% for 16-17. Amounts shown for 17-18 and 18-19 are reflective of impact of 16-17 increases to respective budgets
		Percent of Total Comp	1.52%	1.47%	1.47%	
3	Other Compensation	Cost (+/-)	$	$ 92,800	$ 129,920	17-18 reflects NEW $1500 stipend for Licensed Credentialed Speech Language Pathologists and NEW $1000 stipend for Fully Credentialed Special Education Teachers. 17-18 also reflects 2nd year credentialed teachers moving to Year 3 on the salary schedule as well as newly hired credentialed teachers starting on Year 3. 18-19 reflects the impact of 17-18 changes to respective budgets.
		Percent of Total Comp	0.00%	0.49%	0.69%	
4	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp. etc	Cost (+/-)	$ 41,701	$ 55,716	$ 55,716	Associated with respective salary increases
		Percent of Total Comp	0.23%	0.30%	0.30%	
5	Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-)	$	$	$	
		Percent of Total Comp	0.00%	0.00%	0.00%	
6	Total Compensation - Increase/(Decrease) Total of Lines 1-5	Cost (+/-)	$ 317,821	$ 424,636	$ 461,756	
		Percent of Total Comp	1.75%	2.26%	2.46%	
7	Total Number of Represented Employees		279	279	279	
8	Total Compensation Cost for Average Employee - Increase/(Decrease)	Cost (+/-)	$ 1,139	$ 1,522	$ 1,655	
		Percent of Total Comp	1.75%	2.26%	2.46%	

B. Proposed Negotiated Changes in Non-Compensation Items

N/A

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated change such as staff reductions and program reductions/eliminations.)

N/A

D. What contingency language is included in the proposed agreement? (reopeners, etc.)

N/A

E. Source of Funding for Proposed Agreement

General Fund

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a	Total Expenditures, Transfer Out, and Uses (including Cost of Proposed agreement)	$	53,557,907
b	State Standard Minimum Reserve Percentage for this District		3%
c	State Standard Minimum Reserve Amount for this District (Line 1 times line 2)	$	1,606,737

2. Unrestricted Fund Balance (After Impact of Proposed Agreement)

a	General Fund Unrestricted Reserve for Economic Uncertainties	$	2,677,895
b	General Fund Unrestricted Nonspendable Amounts (e.g. Revolving Cash, Stores Inventory, etc)	$	90,000
c	General Fund Unrestricted Committed/Assigned Amounts	$	2,553,740
d	General Fund Unrestricted Unassigned/Unappropriated Amounts	$	0
e	Total District Unrestricted Fund Balance	$	5,321,636

3. Do unrestricted reserves meet the state standard minimum reserve amounts? Yes

Impact Of Proposed Agreement On Current Year Operating Budget
Fund 01 - General Fund

Description	Column 1 Latest Board Approved Budget (2nd Interim)	Column 2 Other Adjustments	Column 3 Adjustments Result of Settlement	Column 4 Total Impact On Budget
Revenues				
Local Control Funding Formula (8010-8099)	$ 40,397,235	$ -	$ -	$ 40,397,235
Remaining Revenues (8100-8799)	$ 12,594,879	$ -	$ -	$ 12,594,879
Total Revenues	$ 52,992,114	$ -	$ -	$ 52,992,114
Expenditures				
1000 Certificated Salaries	$ 20,434,877	$ -	$ 310,120	$ 20,744,997
2000 Classified Salaries	$ 7,141,675	$ -	$ -	$ 7,141,675
3000 Employees' Benefits	$ 13,476,734	$ -	$ 41,701	$ 13,518,435
4000 Books & Supplies	$ 4,173,732	$ -	$ -	$ 4,173,732
5000 Services & Operating Expenses	$ 5,226,311	$ -	$ -	$ 5,226,311
6000 Capital Outlay	$ 1,139,503	$ -	$ -	$ 1,139,503
7000 Other	$ 468,851	$ -	$ -	$ 468,851
Total Expenditures	$ 52,061,683	$ -	$ 351,821	$ 52,413,504
Operating Surplus (Deficit)	$ 930,431	$ -	$ (351,821)	$ 578,610
Other Sources and Transfers In	$ 136,275	$ -		$ 136,275
Other Uses and Transfers Out	$ 1,144,403	$ -	$ -	$ 1,144,403
Current Yr Incr/(Decr) In Fund Balance	$ (77,697)	$ -	$ (351,821)	$ (429,518)
Beginning Balance	$ 6,906,305	$ -	$ -	$ 6,906,305
Current-Year Ending Balance	$ 6,828,608	$ -	$ (351,821)	$ 6,476,787
Components of Ending Balance				
Nonspendable	$ 90,000	$ -		$ 90,000
Restricted	$ 1,155,152	$ -		$ 1,155,152
Committed	$ 2,923,152	$ -	$ (369,412)	$ 2,553,740
Assigned	$ -			$ -
Reserve for Economic Uncertainty	$ 2,660,304	$ -	$ 17,591	$ 2,677,895
Unassigned/Unappropriated	$ 0	$ -	$ 0	$ 0

* If the total amount of the Adjustment in Column 3 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary:

G. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the (Insert School District Here), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Desert Area Teachers Association, during the term of the agreement from July 1, 2015 to June 30, 2017.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	2016-17 Budget Adjustment Increase (Decrease)	2017-18 Budget Adjustment Increase (Decrease)
Revenues/Other financing Sources	$ -	$ -
Expenditures/Other Financing Uses	$ 317,821	$ 424,636
Ending Balance Increase (Decrease)	$ (317,821)	$ (424,636)

N/A ____ (no budget revisions necessary)

District Superintendent _____ Date _____

Chief Business Officer _____ Date _____

CERTIFICATION NO. 2:

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summaries the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Disclosure of Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (Signature)	Date
Chief Financial Officer (Signature)	Date

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 16, 2016 took action to approve the proposed Agreement with the Desert Area Teachers Association.

President (or Clerk) of the Governing Board (Signature)	Date

8. PERSONNEL ADMINISTRATION

8.7 Adoption of Resolutions #27 1617 and #28 1617 Elimination of Services to Rand Elementary School

BACKGROUND INFORMATION: With the advent of the Local Control Funding Formula (LCFF) in 2013-2014, most categorical funding codes were consolidated into the general fund revenues to be determined through the Local Control Accountability Plan (LCAP) process. Among categorical funding streams lost was the special funding the district received for a small necessary school – Rand Elementary School. Simultaneously, the district has experienced ongoing reductions in the number of students attending Rand School.

CURRENT CONSIDERATIONS: The district has closely analyzed the costs associated with operating Rand Elementary School since losing the categorical funding that was dedicated to the sustainability of a small necessary school and with declining enrollment. A district committee was assembled to meet with stakeholders representing parents, school personnel, community members, and business owners in the Rand School zone. The committee met at Rand School on October 19, 2016, February 9, 2017, and March 1, 2017. Following are topics that were considered:

- Enrollment projections
- Capacity and conditions of Rand facility
- Per pupil operating cost of facility
- Uniqueness of the educational program at Rand School
- Zoning of property
- Cost savings projections for closure of Rand School
- Transportation options for displaced students
- Cost/benefits of varying property disposition/use options
- Transition strategies

When the district eliminates a position and lays off an employee for lack of work and/or lack of funds, the district must provide sixty (60) day notice to a classified employee prior to implementation of the layoff.

FINANCIAL IMPLICATIONS: The district estimates that the elimination of one certificated position and one classified position will save the district $109,000 and $43,000 respectively. Due to the lack of small necessary school funding and anticipation of only two students (ADA) at Rand School in the 2017-2018 school year, the total projected revenue/funding for Rand School in 2017-2018 is $15,866.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education adopt Resolution #27 1617 eliminating classified service and Resolution #28 1617 eliminating certificated service, effective June 30, 2017, as presented.

Resolution of the Board of Education
of the Sierra Sands Unified School District
Resolution #27 1617

REDUCTION OR DISCONTINUANCE OF PARTICULAR KINDS OF SERVICE (EDUCATION CODE § 45117)

WHEREAS, due to a lack of work and/or lack of funds, recommendations have been received from District administrators and managers to reduce classified services; and,

WHEREAS, Education Code Section 45117 requires that sixty (60) days' notice be given prior to the effective date of any layoff or reduction in hours for lack of work or lack of funds; and,

WHEREAS, the Board of Education finds that the discontinuance of the particular kind of service noted below is in the best interest of the District.

THEREFORE, BE IT RESOLVED THAT:

1. Due to a lack of work and/or a lack of funds the following classified positions shall be eliminated:

   One (1) Utility Clerk (8 hours per day) position.

2. The position specified above shall be eliminated or reduced under applicable provisions of the Education Code and the negotiated agreement with the California School Employees Association.

3. Said elimination shall become effective June 30, 2017.

Passed and adopted at a regular meeting of the Board of Education of the Sierra Sands Unified School District on April 20, 2017.

Ayes _____
Noes _____
Absent _____

I, Tim Johnson, hereby certify that the foregoing is a true and correct copy of a Resolution duly passed and adopted by said Board of Education at the regularly scheduled Board of Education meeting held on April 20, 2017.

_____
President of the Board of Education
Sierra Sands Unified School District

Resolution of the Board of Education
of the Sierra Sands Unified School District
Resolution #28 1617

ELIMINATION OF POSITION DUE TO SCHOOL CLOSURE

WHEREAS, the Governing Board of the Sierra Sands Unified School District has determined that it is necessary to close Rand Elementary School;

WHEREAS, the Governing Board of the Sierra Sands Unified School District has determined that it is necessary to reduce the particular kinds of service listed below at the end of the 2016-2017 school year; and,

THEREFORE, BE IT RESOLVED by the Governing Board of the Sierra Sands Unified School District that the following services shall be reduced or eliminated at the conclusion of the 2016-2017 school year:

Elementary Teaching	1 FTE
TOTAL	**1 FTE**

BE IT FURTHER RESOLVED that no certificated personnel will be laid off pursuant to this reduction or discontinuance of services. Impacted certificated personnel will be transferred to a position for which they are certificated and competent to serve.

Passed and adopted at a regular meeting of the Board of Education of the Sierra Sands Unified School District on April 20, 2017.

Ayes _____
Noes _____
Absent _____

I, Tim Johnson, hereby certify that the foregoing is a true and correct copy of a Resolution duly passed and adopted by said Board of Education at the regularly scheduled Board of Education meeting held on April 20, 2017.

_____
President of the Board of Education
Sierra Sands Unified School District

8. PERSONNEL ADMINISTRATION

8.8 Adoption of Resolution #26 1617, Reduction of Classified Service

BACKGROUND INFORMATION: LEAs must develop a single, coordinated, and comprehensive plan (Local Education Agency Plan) that describes the educational services for all students that can be used to guide implementation of federal and state-funded programs, the allocation of resources, and reporting requirements. The development of such a plan involves a continuous cycle of assessment, parent and community involvement, planning, implementation, monitoring, and evaluation.

CURRENT CONSIDERATIONS: The district has analyzed the current Local Education Agency Plan and the implementation of Title I funding and its impact on student achievement. The current implementation involves both district-operated programs and school-operated programs. The district plans to increase its impact through a shift to a district-operated model. This will result in increasing direct services to students while reducing site Title I allocations.

An important role for School Site Councils is to review and determine school priorities and develop an action plan for improved student achievement that is aligned to annual site budget allocations. Some of the elementary schools receiving Title I funds must revise their action plans due to the reduction in categorical allocations. This results in the elimination of services provided by classified staff.

California Education Code sections 45101, 45114, 45117, and 45308 authorize a school district to lay off classified employees due to a lack of work and/or lack of funds upon sixty (60) days prior notice. Resolution #26 1617 calling for the reduction of classified services for the 2017-18 school year is presented for adoption. Adoption of Resolution #26 1617 will allow staff to proceed with the determination of which employees' services may not be required for the 2017-18 school year and authorizes the district to layoff classified employees due to a lack of work and/or lack of funds. The reduction would become effective June 30, 2017.

FINANCIAL IMPLICATIONS: The district estimates that it would be able to utilize the $51,532 with the reductions of the positions identified in Resolution #26 1617 to support the planned increase in district-operated programs.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education adopt Resolution #26 1617 reducing classified service, effective June 30, 2017, as presented.

BEFORE THE BOARD OF EDUCATION
OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #26 1617
Reduction of Classified Service

WHEREAS, Education Code Sections 45101, 45114, 45117 and 45308 authorize the district to layoff classified employees for lack of work and/or lack of funds upon sixty (60) days prior notice; and

WHEREAS due to lack of work and funding, certain classified services now being provided by the district must be reduced or eliminated effective June 30, 2017;

NOW, THEREFORE, BE IT RESOLVED that as of the 30th day of June 2017, the following positions be reduced or eliminated:

Paraprofessional/Primary Intervention Aide	One 5.5-hour, eliminated (Faller)
Clerk II	One 2-hour, eliminated (Inyokern)
Paraprofessional	One 4.5-hour, eliminated (Pierce)

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to give notice of reduction and termination of employment to the affected employees of this district pursuant to district rules and regulations and applicable provisions of the Education Code not later than sixty (60) days prior to the effective date of such reduction or discontinuance as set forth above.

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

The foregoing Resolution was adopted at the regularly called meeting of the governing board of the Sierra Sands Unified School District on April 20, 2017 by the following vote:

AYES:_____ NOES:_____ ABSENT:_____

_____
Ernest M. Bell, Jr.
Secretary to the Board of Education

8. PERSONNEL ADMINISTRATION

8.9 Ratification of MOU with DATA for Adaptive Physical Education Credential

BACKGROUND INFORMATION: There is a nationwide shortage of qualified teachers for specialized support services. Specialized Academic Instruction in physical education is a broad form of specialized services that is currently provided in-house. However, the district has identified the need to have a qualified physical education teacher who not only possess the physical education teaching credential, but also possesses the highly specialized credential for Adaptive Physical Education instruction.

CURRENT CONSIDERATIONS: Throughout the district we currently have approximately 50 students with an Individual Education Plan (IEP) that requires Specialized Academic Instruction in physical education. Currently, should any of our current or future students require the more restrictive services of Adaptive Physical Education, we would not have a qualified instructor, which could require contracting services with a third party.

The attached Memorandum of Understanding (MOU) reached with the Desert Area Teachers Association (DATA) establishes an agreement to provide financial assistance in the manner described, in order for the named teacher employee to acquire the Adaptive Physical Education (APE) Specialist credential. In exchange for the district-provided financial assistance, the employee will guarantee a minimum of three years of continued service after completing the credentialing program.

FINANCIAL IMPLICATIONS: The full tuition cost for all the required qualified program costs is estimated to be $12,500.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the ratification of the MOU with DATA as presented.

AGREEMENT BETWEEN
ANDREW SMOSNA, THE SIERRA SANDS UNIFIED SCHOOL DISTRICT, AND THE DESERT AREA TEACHERS ASSOCIATION

THIS AGREEMENT ("Agreement") is entered into between Andrew Smosna ("Employee") and the Sierra Sands Unified School District ("District") (collectively, "the Parties") to take effect immediately upon the approval and signature by the Employee and District as set out below.

WHEREAS, Employee is a permanent certificated employee, currently assigned as a Specially Designed Physical Education Teacher.

WHEREAS, Employee desires to access the benefits described in this Agreement;

WHEREAS, the District has an interest in funding Employee's participation in a Qualified Program, as described below, and receiving the benefit of Employee's participation in that program by his continued employment as an Adaptive Physical Education teacher following completion of that program; and

NOW, THEREFORE, the following Agreement is reached between the Parties:

1. This Agreement is not precedent setting and establishes no past practice.

2. The District shall provide financial assistance to Employee who, on or before June 30, 2017 will enroll in an Adapted Physical Education ("APE") Specialist Credential Program at one of the State of California's Commission-Approved Professional Preparation Programs ("Qualified Program"). This financial assistance shall consist of the full cost of tuition for all required Qualified Program courses, subject to the limitations in this Agreement.

3. The District shall not provide financial assistance for any costs or fees not specifically authorized pursuant to Paragraph 2 above including, but not limited to:

    a. Any coursework not required for completion of a Qualified Program;

    b. Textbooks or other course materials;

    c. Travel and related expenses;

    d. Residential costs; and

    e. Qualified Program courses the District previously funded that Employee is required to retake for any reason.

4. Employee is responsible for providing proof of enrollment in a Qualified Program at the beginning of each semester, trimester, or quarter, including a list of all courses Employee is enrolled in for that school term. This proof of enrollment must bear the official seal of

a Qualified Program. Employee's failure to provide proof of enrollment shall void this Agreement.

5. Employee is responsible for providing the District with a description of the course requirements for a Qualified Program and evidence that the Qualified Program is on the list of the State of California's Commission-Approved Professional Preparation Programs. The District will not provide any financial assistance described in this Agreement if Employee does not submit a description of a Qualified Program's course requirements.

6. Employee is required to provide the District with a transcript reflecting successful completion of the courses in which he enrolled no later than one month following the end of that school semester, trimester, or quarter.

7. Employee shall fully reimburse the District for any moneys expended by the District pursuant to this Agreement on a Qualified Program in which the Employee:

   a. Fails to obtain a passing grade;

   b. Receives an "incomplete" or similar mark; or

   c. Fails to complete within the time period established by this Agreement, or

   d. Withdraws.

8. The Parties agree that unforeseen circumstances may arise during the course of the Qualified Program. Thus, Employee may take leave from the Qualified Program, as necessary, however, Employee must complete the Qualified Program within two and one half (2 ½) years of enrollment in the program. If Employee does not complete a Qualified Program within two and one half (2 ½) years following the initial enrollment in a Qualified Program, he shall fully reimburse the District for any District funds expended on Employee's behalf.

9. Employee shall be required to:

   a. Obtain the appropriate APE Specialist Credential from the California Commission on Teacher Credentialing; and

   b. Serve the District as an APE teacher on a full-time basis as described in Paragraph 10 below.

10. By accessing the benefits of this Agreement, Employee agrees to serve the District as an APE teacher on a full-time basis for a period of not less than three (3) full school years commencing with the school year following the one in which he actually completes a Qualified Program and obtains the credential referenced in Paragraph 9. If Employee fails to serve the District as an APE teacher or in a related position for three (3) full school years, he shall reimburse the District for moneys spent pursuant to this Agreement. Specifically:

a. If Employee serves the District as described in Paragraph 9 for less than or one (1) full school year, he shall be required to reimburse the District for 100% of the amount spent by the District for Employee pursuant to this Agreement.

b. If Employee serves the District as described in Paragraph 9 for more than one (1) full school year, but less than or two full school years, he shall be required to reimburse the District for 67% of the amount spent by the District for Employee pursuant to this Agreement.

c. If Employee serves the District as described in Paragraph 9 for a total of more than or two (2) full school years, but less than three school years, he shall be required to reimburse the District for 34% of the amount spent by the District for Employee pursuant to this Agreement.

d. To receive credit for a school year under this Paragraph 10, Employee must be employed and serve in active duty for the entire school year. If Employee is separated from employment in a given school year, he shall receive no credit for that school year for purposes of this Paragraph 10 and will be required to reimburse that 20% associated with that school year.

e. The reimbursement described in this Paragraph 10 shall be due and owing immediately upon Employee's separation from employment and regardless of the reasons for separation from employment including, but not limited to, termination for cause. Notwithstanding the foregoing or anything to the contrary in this Agreement, Employee shall have no obligation to reimburse any costs associated with a Qualified Program in the event the District lays off Employee pursuant to Education Code sections 44949 and 44955.

11. Employee expressly accepts and agrees to all policies and procedures in this Agreement, including payment of the District's reasonable attorneys' fees and other costs incurred, including collection costs, in connection with any action or proceeding to enforce this Agreement or to collect any funds owed pursuant to this Agreement.

12. Employee agrees and acknowledges that the District may terminate or suspend the funding described in this Agreement at any time in the District's sole discretion. In the event the District terminates this program, the District shall remain liable for any and all reimbursements described in this Agreement up to the date of the District's notice of termination. This notice may be sent via regular US Mail to Employee's last known address and its effective date shall be the date the District deposits the notice in the mail. Employee remains subject to Paragraph 10 and all other requirements in this Agreement if he has completed the requirements of a Qualified Program.

13. In the event that the District seeks reimbursement from Employee through a complaint or legal proceeding of any kind, in any forum whatsoever, the Parties agree that this Agreement shall constitute conclusive proof of money due and owing in accordance with the terms of this Agreement. In the event the foregoing provisions are found to be unenforceable by a court of competent jurisdiction, the Parties hereto stipulate that an

arbitrator, court or other reviewing body's jurisdiction shall be limited to determining whether or not the Employee breached this Agreement. In the event that an arbitrator, court or other reviewing body finds the Employee in breach of this Agreement, the arbitrator, court or other reviewing body shall have no power to alter or vary the terms of this Agreement.

14. This Agreement sets forth the entire Agreement of the Parties and supersedes any prior agreement between them concerning the subject matter of this Agreement.

15. By entering into this Agreement, the Employee acknowledges that he has read and considered each of the provisions of this Agreement, that he has had the opportunity to consult with representatives of his choosing, and that he voluntarily enters into this Agreement with full knowledge of its consequences.

16. Nothing in this Memorandum of Understanding shall be interpreted to limit the District's right to assign, reassign, or otherwise transfer any employee pursuant to the Education Code and the collective bargaining agreement.

17. The District makes no representations regarding the federal or state tax consequences of any payments under this Memorandum of Understanding.

18. The Parties agree and acknowledge that the District's Governing Board must approve and/or ratify this Memorandum of Understanding for it to take effect.

19. The Parties agree and acknowledge that the they have fully complied with any and all duties to negotiate the terms of this Agreement required under the Educational Employment Relations Act ("EERA") and any other applicable authority.

Approved and dated this 14 day of MARCH, 2017.

EMPLOYEE

Andrew Smosna

Approved and dated this 6 day of April, 2017.

DESERT AREA TEACHERS ASSOCIATION

Barbara Walls
Desert Area Teachers Association,
President

Approved and dated this 14 day of March, 2017.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ernie Bell
Superintendent

9. GENERAL ADMINISTRATION

9.1 Gifts to District

CURRENT CONSIDERATIONS: The following donations have been received: Tiana Cope with the Girls Scouts Gold Project donated smash ball equipment with an estimated cash value of $2,000 to the P.E. Department at James Monroe Middle School, Melody Chan donated an iPad 2 with an estimated cash value of $300 to be used for learning purposes in her TK/K classroom at Faller Elementary School, Robert Tranter donated a trombone with an estimated cash value of $200 to be used by the James Monroe Middle School Band, Travis Hollingsworth donated a 2003 VW Jetta with an estimated cash value of $1,500 and Paul Hastings donated a 1986 Nissan truck with an estimated cash value of $1,000 to the Burroughs High School Auto Shop.

FINANCIAL IMPLICATIONS: Donations provide support to the district and have a positive financial impact.

SUPERINTENDENT'S RECOMMENDATION: Accept the gifts as described and send appropriate letters of appreciation.

9. GENERAL ADMINISTRATION

9.2 Adoption of the Board Meeting Calendar for the 2017-18 School Year

BACKGROUND INFORMATION: Board Bylaw 9320 states that regular meetings of the board be held on the first and third Thursday of each month or as designated on the board meeting calendar. During the 2010-11 school year, the board designated the third Thursday of every month as the regular meeting of the Board of Education with special meetings of the board scheduled as needed. In an effort to align with requirements to submit approved fiscal reports to the Kern County Superintendent of Schools for review on or before the 15th day of September, December, and March, meeting dates during those months have been designated as the first or second Thursday of the month. The meetings are also designated by board bylaw to be held at 7:00 p.m. in the Ridgecrest City Council Chambers.

CURRENT CONSIDERATIONS: It is recommended that regular board meetings for the 2017-18 year be conducted on the following dates:

July 20, 2017	August 17, 2017
September 7, 2017	October 19, 2017
November 16, 2017	December 7, 2017
January 18, 2018	February 15, 2018
March 8, 2018	April 19, 2018
May 17, 2018	June 21, 2018

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Adopt the board meeting calendar for the 2017-18 school year as presented.

9. GENERAL ADMINISTRATION

9.3 Authorization for Board Member Travel

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2016-17 travel budget for the board was approved for $18,700.00.

CURRENT CONSIDERATIONS: Mr. Tim Johnson serves as a delegate for the California School Boards Association, which holds two meetings per year. This meeting takes place in Sacramento May 20, 2017 through May 21, 2017.

Conference registration (luncheon only)	$ 55.00
Hotel (2 nights @ $149.00 incl. tax)	$ 298.00
Meals (3 days @ $50 per day)	$ 150.00
Fuel	$ 100.00
Estimated total cost of travel	$ 603.00

FINANCIAL IMPLICATIONS: The travel budget for the Board for 2016-17 is $18,700.00. To date, $14,726.59 has been approved.

SUPERINTENDENT'S RECOMMENDATION: In accordance with the board's adopted protocol, it is recommended that the board review the proposed travel and determine if it wishes to authorize this travel activity.

9. GENERAL ADMINISTRATION

9.4 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, as Required by the Williams Act

BACKGROUND INFORMATION: California Education Code 35186 specifies that a school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

This procedure is intended to address all of the following:

(1) A complaint related to instructional materials as follows:
- (A) A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional material to use in class.
- (B) A pupil does not have access to instructional materials to use at home or after school in order to complete required homework assignments.
- (C) Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

(2) A complaint related to teacher vacancy or misassignment as follows:
- (A) A semester begins and a certificated teacher is not assigned to teach the class.
- (B) A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class. This subparagraph does not relieve a school district from complying with state or federal law regarding teachers of English learners.
- (C) A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

(3) A complaint related to the condition of facilities that pose an emergency or urgent threat to the health or safety of pupils or staff as defined in paragraph (1) of subdivision (c) of Section 17592.72 and any other emergency conditions the school district determines appropriate.

CURRENT CONSIDERATIONS: There have been no complaints filed with the school district between January 1, 2017 and March 31, 2017 in any of the designated areas.

FINANCIAL CONSIDERATION: None.

SUPERINTENDENT'S RECOMMENDATION: This report is for informational purposes only. A copy of this report will be forwarded to the Kern County Superintendent of Schools as required by state law.

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

District: Sierra Sands Unified School District

Person completing this form: Dave Ostash Title: Assistant Superintendent of Human Resources
Quarterly Report Submission Date: (*check one*)

- XX April 1, 2017 (for period Jan 1 - Mar 31)
- □ July 1, 2017 (for period Apr 1 - Jun 30)
- □ Oct 1, 2017 (for period Jul 1 – Sep 30)
- □ Jan 1, 2018 (for period Oct 1 – Dec 31)

Date for information to be reported publicly at governing board meeting: April 20, 2017
Please check the box that applies:

X No complaints were filed with any school in the district during the quarter indicated above

□ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Mis-assignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Ernest M. Bell, Jr.

Print Name of District Superintendent

_____

Signature of District Superintendent

9. GENERAL ADMINISTRATION

9.5 Approval of Memorandum of Understanding with Desert Area Teachers Association (DATA) Regarding New Regular Start and End Times for Burroughs High School, Murray Middle School, and James Monroe Middle School

BACKGROUND INFORMATION: Pursuant to Article VI: Work Hours in the collective bargaining agreement between the district and the Desert Area Teachers Association (DATA), when changes or alterations are made to work hours, such changes must be agreed upon through the collective bargaining process.

CURRENT CONSIDERATIONS: With the scheduled opening of the new Murray Middle School campus in August, 2017, consideration must be given to the close proximity of the new Murray campus to Sherman E. Burroughs High School. In partnership with the City of Ridgecrest, management determined a need to increase the gap in start times between Murray Middle School and Sherman E. Burroughs High School in order to accommodate vastly increased traffic congestion. Additionally, in order to accommodate transportation routing needs and comparability between middle schools, management determined the need to maintain same start/end times for Murray Middle School and James Monroe Middle School.

The attached MOU reached between the district and DATA reflects the new regular start and end times for Burroughs, Murray, and Monroe, as well as the new start and end times for Burroughs, Murray, and Monroe on late-start Wednesday (Collaboration) days.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board ratify and accept the Memorandum of Understanding (MOU) as presented.

MEMORANDUM OF UNDERSTANDING
BETWEEN
SIERRA SANDS UNIFIED SCHOOL DISTRICT
AND THE DESERT AREA TEACHERS ASSOCIATION

The Sierra Sands Unified School District ("District") and the Desert Area Teacher's Association ("DATA") (hereafter collectively referred to as "the Parties"), hereby enter into this Memorandum of Understanding ("MOU") related to school-day start and end times for certain school sites located in the District during the 2017-2018 school year in accordance with the terms of this MOU.

1. The District and DATA wish to modify the start and end times of the school day at Murray Middle School, Monroe Middle School, and Burroughs High School to accommodate the new co-location of Murray Middle School next to Burroughs High School.

2. Murray Middle School and Monroe Middle School begin the regular school day at 7:25 a.m. and end it at 2:20 p.m. The regular school day at Burroughs High School starts at 7:35 a.m. and ends at 2:35 p.m. Effective at the start of the 2017-2018 school year, the regular start and end times of Murray Middle School, Monroe Middle School, and Burroughs High School will be changed to the following:

Murray Middle School:	Arrival Time:	7:05 a.m.
	Start Time:	7:20 a.m.
	End Time:	2:15 p.m.
	Leave Time:	2:30 p.m.
Monroe Middle School:	Arrival Time:	7:05 a.m.
	Start Time:	7:20 a.m.
	End Time:	2:15 p.m.
	Leave Time:	2:30 p.m.
Burroughs High School:	Arrival Time:	7:30 a.m.
	Start Time:	7:45 a.m.
	End Time:	2:45 p.m.
	Leave Time:	3:00 p.m.

Effective at the start of the 2017-2018 school year, the Late-Start Wednesday (LSW), per the 2017-2018 adopted SSUSD Academic Calendar, start and end times of Murray Middle School, Monroe Middle School, and Burroughs High School will be changed to the following:

Murray Middle School:	Arrival (Collaboration) Time:	7:00 a.m.
	Start Time:	8:00 ~~7:55~~ a.m. D.O. BW
	End Time:	2:15 p.m.
	Leave Time:	2:30 p.m.
Monroe Middle School:	Arrival (Collaboration) Time:	7:00 a.m.
	Start Time:	8:00 ~~7:55~~ a.m. D.O. BW
	End Time:	2:15 p.m.
	Leave Time:	2:30 p.m.
Burroughs High School:	Arrival (Collaboration) Time:	7:10 a.m.
	Start Time:	8:10 a.m.
	End Time:	2:45 p.m.
	Leave Time:	3:00 p.m.

3. This MOU is not precedent setting and establishes no past practice. With the exception of the terms contained herein, all other terms of the Collective Bargaining Agreement and any currently effective MOUs, if any, remain unchanged.

4. If any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

Agreed:

FOR THE DISTRICT

D. Ostash

Dave Ostash
Assistant Superintendent, Human Resources
Sierra Sands Unified School District

Date: April 6, 2017

FOR THE DESERT AREA TEACHERS ASSOCIATION

Barbara Walls

Barbara Walls
President, Desert Area Teachers Association (DATA)

Date: April 6, 2017

9. GENERAL ADMINISTRATION

9.6 Approval of Revisions to the 2017-2018 Academic Calendar

BACKGROUND INFORMATION: The district calendar committee meets annually to develop recommendations to submit to staff for consideration and subsequently submit to the board for approval. Calendar committee members represent DATA, CSEA, DAGA, and management, as well as elementary, middle, and high school grade spans. Academic calendars provide the following information to staff, students, parents, and community members: the number of instructional days, holidays, minimum days, collaboration (late-start Wednesday) days, and non-school days.

CURRENT CONSIDERATIONS: The approved Academic Calendar for the 2017-2018 was adopted by the board during their May 19, 2016 regular board meeting**.** With the scheduled opening of the new Murray Middle School campus in August, 2017, consideration must be given to the close proximity of the new Murray campus to Sherman E. Burroughs High School. In partnership with the City of Ridgecrest, management determined a need to increase the gap in start times between Murray Middle School and Sherman E. Burroughs High School in order to accommodate vastly increased traffic congestion. Additionally, in order to accommodate transportation routing needs and comparability between middle schools, management determined the need to maintain same start/end times for Murray Middle School and James Monroe Middle School.

The district and DATA negotiated a Memorandum of Understanding (MOU) that reflects the new regular start and end times for Burroughs, Murray, and Monroe, as well as the new start and end times for Burroughs, Murray, and Monroe on late-start Wednesday (Collaboration) days.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the revised 2017-2018 academic calendar as presented.

July 2017	3	4	5	6	7	July 4 - Independence Day
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
	31					

August 2017		1	2	3	4	
	7	8	9	10	11	August 11 - Optional Teacher Work Day
	14	15	16	17	18	August 14 - First Teacher Work Day
	21	22	23	24	25	August 15 -1st Day of Instruction
	28	29	30	31		

September 2017					1	
	4	5	6	7	8	September 4 - Labor Day
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

October 2017	2	3	4	5	6	
	9	10	11	12	13	October 9 - Columbus Day
	16	17	18	19	20	October 13 - End of 1st Quarter
	23	24	25	26	27	
	30	31				

November 2017			1	2	3	November 3 - End of 1st Trimester
	6	7	8	9	10	November 10 - Observing Veterans Day Holiday
	13	14	15	16	17	
	20	21	22	23	24	November 20 - 22 - Non School Days
	27	28	29	30		November 23 - 24 -Thanksgiving

December 2017					1	
	4	5	6	7	8	December 21 - End of 1st Semester
	11	12	13	14	15	December 22 - January 5 - Winter Recess
	18	19	20	21	22	December 22 , 25 - Classified Holidays
	25	26	27	28	29	

January 2018	1	2	3	4	5	January 1 - New Year's Day
	8	9	10	11	12	
	15	16	17	18	19	January 15 - Martin Luther King Jr Birthday
	22	23	24	25	26	
	29	30	31			

February 2018				1	2	
	5	6	7	8	9	February 16 - Lincoln's Birthday
	12	13	14	15	16	February 19 - Washington's Birthday
	19	20	21	22	23	February 23 - End of 2nd Trimester
	26	27	28			

March 2018				1	2	
	5	6	7	8	9	
	12	13	14	15	16	March 16 - End of 3rd Quarter
	19	20	21	22	23	March 26 - 30 - Spring Recess
	26	27	28	29	30	March 30 - In Lieu of Admission Day

April 2018	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30					

May 2018		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	May 28 - Memorial Day
	21	22	23	24	25	May 31 - Last Day of Instruction
	28	29	30	31		

June 2018					1	June 1 - Optional Teacher Work Day/
	4	5	6	7	8	Classified Mandatory Work Day
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

First/Last Day of Instruction	PURPLE
Quarter End	ORANGE
Trimester End	BLUE
Non-school Days	GREEN
Legal Holiday	RED
Winter/Spring Recess	
Late Start Wednesdays	Yellow Highlighted

MINIMUM DAY SCHEDULE

Elementary School	Middle School	High School
November 13, 14, 15, 16, 17	December 19, 20, 21	December 19, 20, 21
December 21	May 29, 30, 31	May 29, 30, 31
March 20, 21, 22, 23		
May 25, 29, 30, 31		

LATE START WEDNESDAYS SCHOOL START TIMES

Burroughs	8:10 a.m.	Las Flores	8:30 a.m.
Faller	8:30 a.m.	Murray	8:00 a.m.
Gateway	8:30 a.m.	Pierce	9:30 a.m.
Inyokern	8:45 a.m.	Richmond	9:30 a.m.
Monroe	8:00 a.m.		

9. GENERAL ADMINISTRATION

9.7 Adoption of Resolution #32 1617 Elimination of Services – Closure of Rand Elementary School

BACKGROUND INFORMATION: With the advent of the Local Control Funding Formula (LCFF) in 2013-2014, most categorical funding codes were consolidated into the general fund revenues to be determined through the Local Control Accountability Plan (LCAP) process. Among categorical funding streams lost was the special funding allowance the district received for Necessary Small Schools – Rand Elementary School. Simultaneously, the district has experienced ongoing reductions in the number of students attending Rand School.

CURRENT CONSIDERATIONS: Pursuant to Education Code sections 17387 and 17388, the Sierra Sands Unified School District established an advisory committee ("7-11 Committee") to gather facts and information related to the potential closure of a district school. The district has closely analyzed the costs associated with operating Rand Elementary School since losing the categorical fund that was dedicated to the sustainability of a small necessary school and with declining enrollment. A district committee was assembled to meet with stakeholders representing parents, school personnel, community members, and business owners in the Rand School zone. The committee met at Rand School on October 19, 2016, February 9, 2017, and March 1, 2017. Following are topics that were considered:

- Enrollment projections
- Capacity and conditions of Rand facility
- Per pupil operating cost of facility
- Uniqueness of the educational program at Rand School
- Zoning of property
- Cost savings projections for closure of Rand School
- Transportation options for displaced students
- Cost/benefits of varying property disposition/use options
- Transition strategies

The accompanying cost analysis for operating Rand Elementary School in 2013-2014, 2014-2015, 2015-2016, 2016-2017, and the cost projection for operating in 2017-2018, demonstrates a significant decline in sustainability for operating Rand Elementary School. Prior to the state's implementation of the LCFF in 2013-2014, the district received Necessary Small Schools Allowance funding in the form of a block grant, which compensated for a small school that generally is unable to meet operational and fiscal solvency on ADA (per student) revenue alone. For SSUSD, the Necessary Small Schools Allowance provided $149,956 in the 2012-2013 school year. The district received similar levels of funding in the preceding years. The complete

loss of the Necessary Small Schools Allowance, coupled with continued declining enrollment, have combined for an economic reality of unsustainability.

FINANCIAL IMPLICATIONS: The district estimates that the closure of Rand Elementary School will reduce district operating costs by $163,106 in 2017-2018, with ongoing similar annual savings. Due to the lack of Necessary Small Schools Allowance funding since the 2013-2014 school year, the district has been operating Rand Elementary School at a fiscal deficit. With a current projection of only two students (ADA) at Rand Elementary School in the 2017-2018 school year, the total projected revenue/funding is $15,866, which would represent a $103,137 cost per enrolled student. The current cost per enrolled student districtwide is approximately $6,800.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education adopt Resolution #32 1617 closing Rand Elementary School, effective at the conclusion of the 2016-2017 school year, as presented.

Resolution of the Board of Education
of the Sierra Sands Unified School District
Resolution #32 1617

SCHOOL CLOSURE
(EDUCATION CODE §§ 17387 - 17390)

WHEREAS, pursuant to Education Code sections 17387 and 17388, the Sierra Sands Unified School District established an advisory committee ("7-11 Committee") to gather facts and information related to the potential closure of a District school; and,

WHEREAS, recommendations have been received from the 7-11 Committee to close the Rand Elementary School due to low student enrollment, and loss of small necessary school funding;

THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board hereby finds that it is in the best interest of the District to close Rand Elementary School due to low student enrollment, and loss of small necessary school funding;

2. The Board hereby determines that the Rand Elementary School will close at the conclusion of the 2016-2017 school year.

Passed and adopted at a regular meeting of the Board of Education of the Sierra Sands Unified School District on April 20, 2017.

Ayes _____
Noes _____
Absent _____

I, Tim Johnson, hereby certify that the foregoing is a true and correct copy of a Resolution duly passed and adopted by said Board of Education at the regularly scheduled Board of Education meeting held on April 20, 2017.

_____
President of the Board of Education
Sierra Sands Unified School District

Rand School Analysis 2013/14

Expenses

	FY 2013/14
Salaries & Benefits	
Certificated Teacher	94,153
Administrator	25,571
Utility Clerk	47,888
Total Salary & Benefits	167,612
Supplies and Services	
Supplies	3,839
Utilities and Services	20,514
	24,353
Total 2013/14 Rand Expenses	**$ 191,965**
Cost Per ADA	$ 161.45
Cost Per Enrolled Student	23,101

Revenues

	FY 2013/14
PER ADA	
Per ADA Funding Adjusted Base	7,675
P-2 ADA	8.31
Amount Funded	63779.25
Total 2013/14 Rand ADA Generated Funding	**$ 63,779**

Rand School Analysis 2014/15

Expenses

	FY 2014/15
Salaries & Benefits	
Certificated Teacher	97,141
Administrator	24,474
Utility Clerk	38,213
Total Salary & Benefits	159,827
Supplies and Services	
Supplies	3,251
Utilities and Services	22,597
	25,847
Total 2014/15 Rand Expenses	**$ 185,674**
Cost Per ADA	$ 150.83
Cost Per Enrolled Student	$ 22,183.27

Revenues

	FY 2014/15
PER ADA	
Per ADA Funding Adjusted Base	7,740
P-2 ADA	8.37
Amount Funded	64783.80
Total 2014/15 Rand ADA Generated Funding	**$ 64,784**

Rand School Analysis 2015/16

Expenses

	FY 2015/16
Salaries & Benefits	
Certificated Teacher	98,914
Administrator	25,470
Utility Clerk	40,023
Total Salary & Benefits	164,407
Supplies and Services	
Supplies	3,712
Utilities and Services	22,275
	25,987
Total 2015/16 Rand Expenses	**$ 190,394**
Cost Per ADA	$ 144.35
Cost Per Enrolled Student	$ 20,363.03

Revenues

	FY 2015/16
PER ADA	
Per ADA Funding Adjusted Base	7,820
P-2 ADA	9.35
Amount Funded	73117.00
Total 2015/16 Rand ADA Generated Funding	**$ 73,117**

Rand School Analysis Estimated 2016/17

Expenses

	FY 2016/17
Salaries & Benefits	
Certificated Teacher	108,899
Administrator	27,276
Utility Clerk	43,227
Total Salary & Benefits	179,402
Supplies and Services	
Supplies	3,712
Utilities and Services	22,275
	25,987
Total 2016/17 Rand Expenses	**$ 205,389**
Cost Per ADA	$ 205.39
Cost Per Enrolled Student	$ 36,352.07

Revenues

	FY 2016/17
PER ADA	
Per ADA Funding Adjusted Base	7,820
Estimated 16/17 P-2 ADA	5.65
Amount Funded	44183.00
Total 2016/17 Rand ADA Generated Funding	**$ 44,183**

Rand School Analysis Projected 2017/18

Expenses

	FY 2017/18
Salaries & Benefits	
Certificated Teacher	109,008
Administrator	27,303
Utility Clerk	43,270
Total Salary & Benefits	179,581
Supplies and Services	
Supplies	3,813
Utilities and Services	22,881
	26,694
Total 2016/17 Rand Expenses	**$ 206,275**
Cost Per ADA	$ 619.45
Cost Per Enrolled Student	$ 103,137.74

Revenues

	FY 2017/18
PER ADA	
Per ADA Funding Adjusted Base	7,933
Projected 17/18 P-2 ADA	2.00
Amount Funded	15866.00
Total 2016/17 Rand ADA Generated Funding	**$ 15,866**

California Department of Education
School Fiscal Services Division

School District Necessary Small Schools Allowance

County: Kern
District: Sierra Sands Unified

Period: 2012-13 P-2
CDS Code: 15 73742

School Name: 15 73742 6009971 - Rand Elementary

		Prior Year	Current Year	
Elementary School				
P-2 Data				
ADA	A-1	6.05	9.02	0067
Number of Full-time Teachers	A-2	1	1	0068
Necessary Small School Funding Data				
Necessary Small School Allowance	A-3 $	145,650	145,650	0069
Add-on Amount per ADA	A-4 $	477.37	477.37	0108
Necessary Small School Add-on Allowance (If A-3 = 0, A-5 = 0, else A-5 = (A-1 * A-4))	A-5 $	2,888	4,306	0071
Total Necessary Small School Allowance (A-3 + A-5)	A-6 $	148,538	149,956	0072
High School				
P-2 Data				
ADA	B-1	0.00	0.00	0067
Number of FTE Certificated Employees	B-2	0	0	0068
Necessary Small School Funding Data				
Necessary Small School Allowance	B-3 $	0	0	0069
Add-on Amount per ADA	B-4 $	0.00	0.00	0108
Necessary Small School Add-on Allowance (If B-3 = 0, B-5 = 0, else B-5 = (B-1 * B-4))	B-5 $	0	0	0071
Total Necessary Small School Allowance (B-3 + B-5)	B-6 $	0	0	0072
Exclude from NSS Funding and Fund through the Revenue Limit	B-7	False		

		Prior Year	Current Year	
Necessary Small Elementary School ADA	C-1	6.05	9.02	0073
Necessary Small High School ADA	C-2	0.00	0.00	0074

Necessary Small Elementary School Allowance	C-3 $	148,538	$	149,956	0075
Necessary Small High School Allowance	C-4 $	0	$	0	0076
Total Necessary Small School Allowance	C-5 $	148,538	$	149,956	0488

Total funded ADA for Necessary Small Elementary Schools	D-1	9.02	0543
Total funded ADA for Necessary Small High Schools	D-2	0.00	0544
Total District Funding for Necessary Small Schools (Greater of Prior Year (C-5) or Current Year (C-5)	D-3 $	149,956	0489

Export to Excel

Questions: PASE/CADR | pase@cde.ca.gov | 916-324-4541

Web Policy

9. GENERAL ADMINISTRATION

9.8 Discussion of Restoration of Board Travel Budget for 2017-18 to Pre-Recession Level

BACKGROUND INFORMATION: In April 2009, the board, in an effort to do their part in responding to the budget shortfall at the time, agreed by consensus to reduce their travel budget by a target amount of fifteen percent. Up to that point the board had expended approximately $22,000 per year for travel cost for the preceding three years. The reduction of the travel budget by fifteen percent reduced that amount to $18,700.

CURRENT CONSIDERATIONS: During the years following 2009 until the present, the district experienced a slow but gradual recovery of the California economy, with a subsequent measured recovery of its previous budget level. The district at this point has almost recovered from the loss in funding suffered in 2009. The board travel budget is used for important professional development conferences, training, and networking. At this time, in view of the current budget situation and ever increasing cost, it is appropriate to discuss reinstatement of the original board travel budget to $22,000.

FINANCIAL IMPLICATIONS: The board travel budget reinstatement to the 2009 level of $22,000, up from $18,700, represents an increase of $3,300 annually.

SUPERINTENDENT'S RECOMMENDATION: The board will discuss the establishment of the reinstatement of the travel budget at the pre-recession level of $22,000 as presented.

9. GENERAL ADMINISTRATION

9.9 Approval of Resolution #29 1617 Application for Eligibility to Participate in the State and Federal Surplus Program

BACKGROUND INFORMATION: The Department of General Services, Office of Fleet and Asset Management maintains a procedure by which public and private agencies may obtain state and federal surplus property. This application requires board action in order to designate the personnel who may acquire surplus property and accept responsibility for payment of incidental fees, if any.

CURRENT CONSIDERATIONS: In order to participate in the State and Federal Surplus Property Program and receive surplus materials from the Naval Air Weapons Station and other state and federal properties, this application must be certified and submitted.

FINANCIAL IMPLICATIONS: Positive benefits to the district are anticipated, but cannot be specified at this time.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve Resolution #29 1617 Application for Eligibility to Participate in the State and Federal Surplus Property Program, specifying the personnel who can act on behalf of the district.

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
OFFICE OF FLEET AND ASSET MANAGEMENT
ELIGIBILITY APPLICATION (RENEWAL)
SASP 201-A (Rev 3/15/)

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES
Governor Edmund G. Brown Jr.

ELIGIBILITY RENEWAL APPLICATION STATE & FEDERAL SURPLUS PROPERTY PROGRAM

A. Name of the Organization Sierra Sands Unified School District Telephone 760-499-1600

Address 133 W Felspar City Ridgecrest Zip 93555

Fax Number 760-375-4562 E-mail Address superintendent@ssusd.org

Organization is a:

PUBLIC GOVERNMENTAL AGENCY
- ____ A. Conservation
- ____ B. Economic Development
- X C. Education - ADA 5020
- ____ D. Parks & Recreation
- ____ E. Public Health
- ____ F. Public Safety
- ____ G. Other, Explain ____

PRIVATE AGENCY/ORGANIZATION
- ____ A. Homeless Program
- ____ B. Private Education - ADA ____
- ____ C. Private Health
- ____ D. Older Americans Act for Sr. Citizens
- ____ E. Other, Explain ____

Number of Service Sites ____
Total Number of Clients Served Each Day ____

RESOLUTION

B. "BE IT RESOLVED by the Governing Board, and hereby ordered that the offical(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reverse side of this form."

NAME (Print or type)	TITLE	SIGNATURE*	E-MAIL ADDRESS
Ernie Bell	Superintendent		ebell@ssusd.org
Christina Giraldo	Asst. Superintendent		cgiraldo@ssusd.org
Dave Ostash	Asst. Superintendent		dostash@ssusd.org
Michelle Savko	Asst. Superintendent		msavko@ssusd.org

*Note: All signatures must be in original form. No copied or stamped signatures.

The above resolution was PASSED AND ADOPTED this ____ day of ____ 20____ by the Governing Board of the:

Sierra Sands Unified School District by the following vote: AYES: ____ NOES: ____ ABSENT: ____

I, Tim Johnson Clerk of the Governing Board known as Sierra Sands Unified School District

Do hereby certify that the foregoing is a full, true, and correct resolution adopted by the governing board of the above named organization at the meeting thereof held at its regular place of meeting on the date and by the vote above stated, a copy of said resolution is on file in the principal office of the Governing Board.

Signed by: ____

NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD, THEREFORE COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY.

C. AUTHORIZED BY: ____
Printed Name and Title of Chief Administrative Officer

____ ____
Signature of Chief Administrative Officer Date

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE# ____

FOR STATE SURPLUS AGENCY USE ONLY

Renewal Application Approved ____ Renewal Application Disapproved ____

Date: ____ Signed: ____

Donee Number: ____ Billing Code: ____ Expiration Date: ____

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
OFFICE OF FLEET AND ASSET MANAGEMENT
SASP 203 (Rev 3/15)

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 606 OF TITLE VI OF THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED, SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975

Sierra Sands Unified School District, **(hereinafter called the "donee"),**
(Name of donee organization)

HEREBY AGREES THAT the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date _____ Sierra Sands Unified School District
Donee Organization

BY _____
(President/Chairman of the Board or comparable authorized official)

Sierra Sand Unified School District
113 Felspar
Ridgecrest CA 93555
Donee Mailing Address

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES
Governor Edmund G. Brown Jr.

STATE OF CALIFORNIA
NEW APPLICATION FOR ELIGIBILITY
STATE & FEDERAL SURPLUS PROPERTY PROGRAM

Pursuant to Federal Regulation 28 C.F.R. §§ 42.401 - 42.415, a recipient is mandated to report to the Federal Government the racial and national origins of all persons within your service area. You are therefore asked to supply the Office of Fleet and Asset Management with the race and national orgins of individuals you serve in your service area (it may be helpful to refer to the US Census to determine the racial makeup of your service area at www.factfinder.census.gov/). This form must be completed and returned with the rest of the eligibility packet in order to qualify for the Federal Surplus Property Program. Your answers on this form in no way affect your eligibility; however, not returning the form will delay the processing of your application.

American Indian or Alaskan Native % 2.8	**Persons having origins in any of the tribal people of North America, and who maintain cultural identification through tribal affiliation or community recognition.**
Asian / Pacific Islander % 6.7	**Persons having origins in any of the original peoples of the far east, Southeast Asia, Pacific Islands, or the Indian Subcontinent. This includes China, Japan, Korea, The Philippines, and Samoa.**
Black % 5.1	**Persons having origins in any of the black racial groups of Africa.**
Hispanic % 16.8	**Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.**
White % 83.8	**Person having origins in any of the original people of Europe, North Africa, or the Middle East.**
Other % 7.5	**(Specify)** _____

Print Name Ernie Bell _____ **Title** Superintendent _____

Signature _____ **Date** _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the General Services Administration regulations implementing Executive Order 12549-41 CFR 105-68 – for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," suspended," ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rule implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction my rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under CFR part 9, subpart 9.4, debarred, suspended, in eligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF DONEE APPLICANT

Sierra Sands Unified School District

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Ernie Bell Superintendent

SIGNATURE DATE

Certifications and Agreements including Terms, Conditions, Reservations and Restrictions to be included On Agency Issued or Distribution Documents

A) The Donee Certifies That:

1) It is a public agency; or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA).
2) The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the CSASP.
3) Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, and that property is not being acquired for any other use(s) or purpose(s), is not for sale. The fee schedule is available upon request from the CSASP.
4) Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964 (41
USC 2000d-2000d-4a), as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987.
5) If the Donee is designated by the Federal Small Business Administration 8(a) Program as a socially and economically disadvantaged small business and the SBA and CSASP have both determined the Donee is eligible to receive federal surplus property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise: and the Donee certifies to A. (3), (4) and (5),

B) The Donee Agrees to the Following Federal Conditions:

1) All items of property, other than items with a unit acquisition cost of $5000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which it was acquired within one year or receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not place the property in use, or continuous use, the Donee shall immediately notify the CSASP, and, at the Donee's expense, make the property available for transfer or other disposal as directed by the CSASP.
2) Special handling or use limitations as are imposed by Federal GSA on any item(s) under which the item(s) are being allocated to the Donee.
3) In the event the Donee does not use the property as required by *Sections C (1)* and *(2)* below, at the option of the GSA, title and right to the possession of such property shall revert to the United States of America and, upon demand, the Donee shall release such property to such person as GSA or its designee shall direct.

C) The Donee Agrees to the Following Conditions Applicable to Items with a Unit Acquisition Cost of $5,000 or More and Passenger Motor Vehicles, Regardless of Cost. Except Vessels 50 Feet or More in Length and Aircraft Regardless of Acquisition Cost:

1) The property shall be place in use within one year of receipt, and shall be used only for the purpose(s) for which it was acquired and for no other purpose(s).
2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which it is acquired for a period of 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the CSASP designates a further period of restriction.
3) In the event the property is not so used as required by *Sections C (1)* and *(2)*, at the option of the CSASP, title and right to the possession of such property shall, at the option of the CSASP, revert to the State of California, and the Donee shall release such property to such person as the CSASP shall direct.

D) The Donee Agrees to the Following Terms, Reservations and Restrictions:

1) From the date it receives the property and throughout the time period(s) imposed by Sections B and C (as applicable) remain in effect, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State of California, without the prior approval of GSA or the CSASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when the GSA or the CSASP authorizes such action, shall be remitted promptly by the Donee to GSA or the CSASP, as applicable. If the Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee received the property and before expiration of the time periods imposed by Sections C or D as applicable, at the option of the GSA or the CSASP, the Donee shall pay to the GSA or the CSASP any proceeds derived from the disposal, and/or the fair market or rental value of the property at the time of such unauthorized disposal as determined by the GSA or the CSASP as applicable.
2) If at any time, from the date the Donee receives the property throughout the time periods by Sections B and C as applicable, the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another Donee or another state agency, or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from the sale promptly to the CSASP.
3) The Donee shall make reports to the CSASP which shall state the use, condition, and location of the property, and shall report on other pertinent matters as may be required from time to time by the CSASP.
4) At the option of the CSASP, the Donee may abrogate the conditions set forth in Section B and the terms, reservations and restrictions pertaining in Section D by payment of an amount as determined by the CSASP.

E) The donee Agrees to the Following Conditions, Applicable to all Items of Property:

1) The property acquired by the Donee is on an "As Is," "where is" basis, without warranty of any kind.
2) If the Donee carries insurance against damages to or loss of property due because of fire or other hazards, and the damage to, loss or destruction to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the CSASP will be entitled to reimbursement from the Donee out of the insurance proceeds, in an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated property.

F) Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of Aircraft and Vessels of 50 Feet or more in length having an acquisition cost of $5,000 or more in length or more, regardless of the purpose for which acquired.

SIGNATURE: _____ **DATE:** _____

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

BACKGROUND INFORMATION: The purpose of this item is to keep the board, administration, and especially the community informed as to the progress of the district's construction efforts.

CURRENT CONSIDERATIONS: The Burroughs Modernization and the construction of the new Murray Middle School are in progress. Mr. Steve Hubbard, Project Manager with Maas Co., will provide an update on these activities.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This item is presented for informational purposes and no action is required.

Capital Projects Report

to the

Board of Trustees of the

Sierra Sands Unified School District

April 20, 2017

MAAS

BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

April 2017

· Address	500 E. French Ave. Ridgecrest, CA 93555
· Project Manager	Maas Dave Hall
· Architect	RBB Architects Los Angeles, CA
· Construction Manager	Colombo Construction Co

Fast Facts

Complete renovation of the permanent instructional spaces throughout the campus along with the addition of a new Administration Building to reorient the front of the campus to the southwest and a new Concessions/Restroom Building adjacent to the existing stadium. Work will include refurbishment of all finishes, replacement of all existing HVAC and lighting system wiring, site paving improvements, a new and enlarged student parking lot, and modern audio visual and technology infrastructure.

- **Total Project Budget $35,882,362**
- **Project Square Footage (GSF) . . . . . 219,583 GSF (Rev.)**
- **Funding Source . . . . . 80% DOD, 20% District Funds**
- **Construction Mobilization. . . . . 2/17/16 (Complete)**
- **Targeted Completion . . . . . 7/31/17 (Originally 12/31/15; Grant Agreement Amended)**

Sustainable Features

Meets requirements of the National Environmental Policy Act

BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

April 2017

CONSTRUCTION PHASE
Fast Financial Facts

- **Total Grant Project Budget $35,882,362**
  - **OEA Funds (80%). $28,720,507**
  - **Matching Funds (20%) . . . . . $ 7,161,855**
- **Construction Budget (OEA Grant) $27,617,145**
- **Reserve for Soft Costs/Fees @ 23% TPB. . . .$ 8,265,217**
- **Encumbrances To Date. $29,035,471**
- **Percent Complete of Project Cost 80.9%**
- **Percent Complete of Construction 44%**

Project Update

- **Kiln installation at Building G is in operation.**
- **New construction at Buildings D and L continues.**
- **Construction of the Concessions/Restroom Building at the Athletic Field continues in progress.**
- **Roof repairs and replacement at Buildings D, L, G and Lunch Shelters complete.**
- **Athletic Field Lighting continues; completion now postponed until Summer.**
- **Bidding of contracts for Phase 2 of the project is complete and contracts awarded on 3-9-17.**
- **Supplemental Funding to the Grant has been approved by OEA. Supplemental funding provides additional funding to pay for unforeseen conditions.**

MAAS

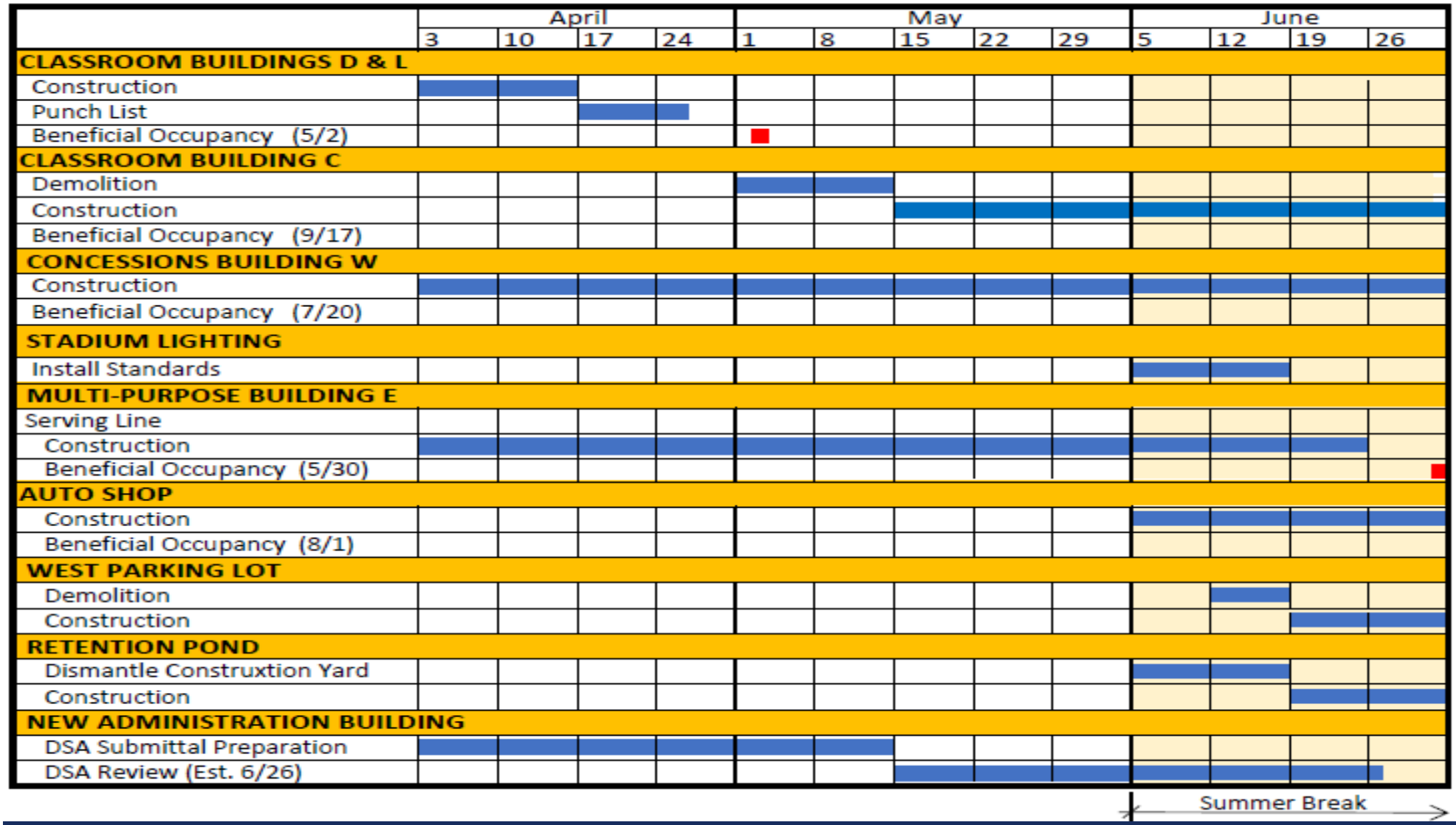
BURROUGHS HIGH SCHOOL

SCHEDULE: 12 MONTH - Revised

- Construction Start 03/28/16
- Projected Completion Dates – First Increment
    - Open Library 10/01/16
    - Open Building M (Classrooms) 01/03/17
    - Building G Additional Work (Arts + Pottery) 12/01/16
    - Girls Locker Room Opened for use 09/29/16
- Complete Construction in Buildings D and L 05/20/17
- Commence Construction Building C 05/30/17
- Commence Phase Two 05/25/17
- Complete Phases One and Two 07/31/17
- Complete New Admin Building 12/31/17

BURROUGHS HIGH SCHOOL

90 DAY LOOK AHEAD SCHEDULE



Commencing Construction of the New Concessions/Restroom Building itself

Progress on the Refurbished Restrooms at D and L Buildings

Concrete Block Infill of Voids in Walls in Progress at D, L, G

Correction of Courtyard Concrete at Entry to Multi-Purpose Building

Preparation of New Doors for Installation Continues at Buildings D and L

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

CONSTRUCTION PHASE – SITE UTILITIES

Address	**200 E. Drummond Ave. Ridgecrest, CA 93555**
· Project Manager	**Maas Steve Hubbard**
· **Architect**	**IBI Group Irvine, CA**
· **Construction Manager**	**Colombo Construction Co**

Fast Facts

New construction of a complete middle school campus to house the students from the existing Murray Middle School including Classroom Buildings, Music and Art Building, Library, Gymnasium, Multi-purpose Room and Administration Building, along with playing fields and a central campus courtyard.

- **Total Project Budget $45,148,546**
- **Project Square Footage (GSF) . . . . . 67,896 GSF (Rev - originally 93,000 SF)**
- **Funding Source . . . . . 80% DOD, 20% District Funds**
- **Construction Mobilization. . . . . 1/8/16 (Complete)**
- **Targeted Completion . . . . 7/31/17 (originally 9/30/16 – Grant Amended)**

Sustainable Features

·**Meets requirements of the National Environmental Policy Act**

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

April 2017

SITE UTILITIES AND GRADING PHASE

Fast Financial Facts

- **Total Grant Project Budget .. . . . . $ 45,148,546**
  - **OEA Funds (80%) . . . . . $ 36,481,145**
  - **SSUSD Matching Funds (20%) . . . . . $ 8,667,401**
- **Construction Budget (OEA Grant) . . . . . $ 36,021,755**
- **Demolition Allowance for Old Murray . . . . . $ 3,200,000**
- **Encumbrances To Date . . . . . .$ 38,339,224**
- **Percent Complete of Project Cost 84.9%**
- **Percent Complete of Construction 38%**

Project Update

- **Meehleis Modular Manufacturing Co. continues with construction of building foundations on site for Classroom and Administration structures.**

- **Construction Activities currently in progress.**
  - **Continuation of concrete curbs, gutters and roadways**
  - **Continuation of construction on the Athletic Fields**
  - **Installation of irrigation lines for Athletic Fields**

- **Meehleis manufactured structures continuing in production and delivering Classroom modules ; Classroom Buildings D interior construction continues in progress; installation of Admin Building and Multi-Purpose Building in progress.**

- **Supplemental Funding to the Grant has been approved by OEA. Supplemental funding provides additional funding to pay for unforeseen conditions.**

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MAAS

MURRAY MIDDLE SCHOOL

SCHEDULE: 12 MONTH

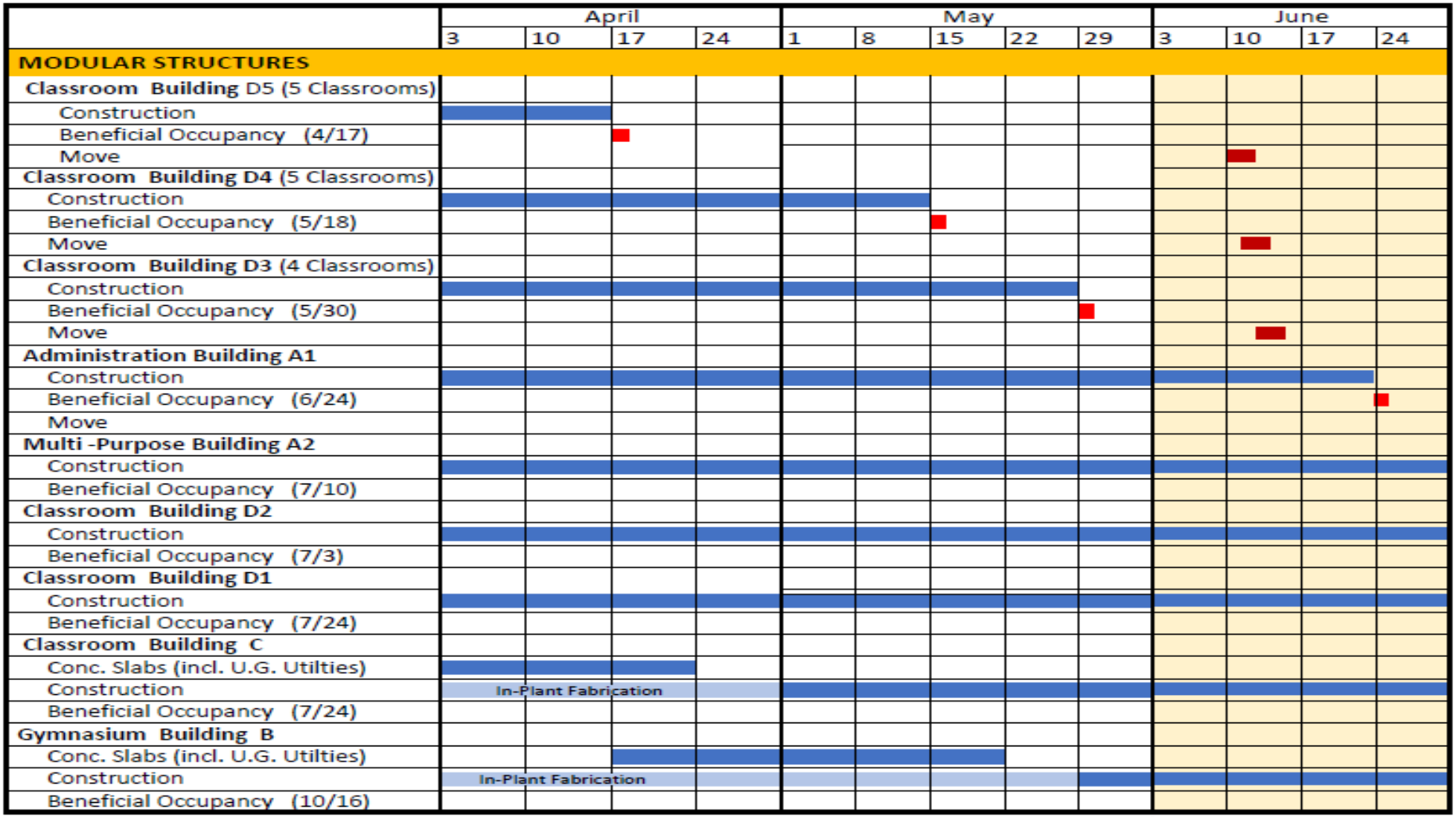
• Commence fabrication of modular units	12/06/16
• Commencement of structure foundations	12/06/16
• Site concrete and paving	12/08/16 – 2/12/16
• Delivery and installation of classrooms	1/24/17 through 7/21/16
• Delivery and installation of Admin and MPR	3/20/17 through 7-21-17
• Delivery and installation of Gymnasium	8/1/17 through 10/31/17

MAAS

99

MURRAY MIDDLE SCHOOL

90 DAY LOOK AHEAD SCHEDULE



Admin Building and Multi-Purpose Building taking shape

Plumbing being installed at Science WinG of D Buildings

Installation of Teacher’s Walls continues in D Classroom Buildings

Entry Sidewalks being Poured

Air Conditioning Being Installed in Multi-Purpose Building

10. CONSTRUCTION ADMINISTRATION

10.2 Authorization to Participate in the National Purchasing Partners (NPP) Cooperative with NSP3 for Shade Structures, Walkway Covers, and Installation Service at the New Administration Building at Burroughs High School

BACKGROUND INFORMATION: In response to a grant received from the Department of Defense (DoD) – Office of Economic Adjustment (OEA), the district has commenced work on the Burroughs High School Modernization Project. As part of the complete facility, walkway covers and shade structure canopies are required to protect students from the elements during outdoor activity. Since these structures can be purchased as pre-approved units, reducing the need for DSA review, it was decided that they be purchased separately and less expensively than site built structures.

CURRENT CONSIDERATIONS: In order to provide the optimum equipment for the walkway structures, research was conducted into the most cost-effective, functional, and expedient manner in which to obtain the structures. Results of the research revealed that DSA Pre-Checked (PC) walkway cover structures could be purchased and installed through NSP3 by means of cooperative purchasing contract #570 with National Purchasing Partners in less time and with less cost than again putting the structures out for architectural re-design, DSA review, and competitive bid.

FINANCIAL IMPLICATIONS: The quote received from NSP3 and to be made a part of the project is for $245,069.03. This quote includes material, fabrication, delivery, and installation. Funding for this expense shall be 80% from the Burroughs High School DoD grant funds and 20% from district matching funds including the IKSFA fund.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends that the board authorize participation in NPP contract #570 with NSP3 for the proposed shade structures, walkway covers, and installation at the Burroughs High School administration building.

QUOTE

Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106

Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

Sierra Sands Unified School District
Dave Hall
113 W. Felspar
Ridgecrest, CA 93555

Main #: 760-499-5300
Fax #:
Email: dhall@ssusd.org

DATE: 2/28/2017
QUOTE #: 17-1449
REP: Nate - nate@nspx3.com
PROJECT: Burroughs High School
TERMS: Net 30

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
		NPP-Msg	National Purchasing Partners Contract #570 Vendor ID #: VQ10316 Issue Purchase Order to: NSP3 1555 Tahoe Ct. Redding, CA 96003		
2	VSS	VSS DSA	Side Entry Covers 9'6" x 8'-6" DSA "Double Post Walkway Cover" 26 ga Mega Rib Metal Roof 26 ga 1-5/8" Cee Trim 12' - 6" Roof Height and Top of Post 11' - 0" Beams @ Posts 1/4:12 - Roof Pitch 20lb Framing 4 - Posts Includes: DSA PC Plans, Fasteners, Brackets Factory Painted Roof & Trim All Powdercoated Posts Unpainted "C" channel galvanized beams All materials will come with Mill Certs, and Certificates of compliance to be submitted to the lab and Inspector of Record. (Does not include Install or Painting of Covers)	11,030.00	22,060.00T
1	VSS	VSS DSA	Center Entry Cover 11'-6" x 10'-9" DSA "Single Post Walkway Cover" 26 ga Mega Rib Metal Roof 26 ga 1-5/8" Cee Trim 10' - 3" Roof Height and Top of Post 9' - 1" Beams @ Posts 1/4:12 - Roof Pitch 20lb Framing 2 - Posts Includes: DSA PC Plans, Fasteners, Brackets Factory Painted Roof & Trim All Powdercoated Posts Unpainted "C" channel galvanized beams All materials will come with Mill Certs, and Certificates of compliance to be submitted to the lab and Inspector of Record. (Does not include Install or Painting of Covers)	10,290.00	10,290.00T

SUBTOTAL	
SALES TAX (8.0%)	
TOTAL	

Representative Authorized to Order: _____ **Date:** _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)
Offloading and installation are customer's responsibility.
Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

QUOTE

Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106

Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

Sierra Sands Unified School District
Dave Hall
113 W. Felspar
Ridgecrest, CA 93555

Main #: 760-499-5300
Fax #:
Email: dhall@ssusd.org

DATE: 2/28/2017
QUOTE #: 17-1449
REP: Nate - nate@nspx3.com
PROJECT: Burroughs High School
TERMS: Net 30

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
1	VSS	VSS DSA	12' x 23' DSA "Description" 26 ga Mega Rib Metal Roof 26 ga 1-5/8" Cee Trim 10' - 3" Roof Height and Top of Post 9' - 1" Beams @ Posts 1/4:12 - Roof Pitch 20lb Framing 2 - Posts Includes: DSA PC Plans, Fasteners, Brackets Factory Painted Roof & Trim All Powdercoated Posts Unpainted "C" channel galvanized beams All materials will come with Mill Certs, and Certificates of compliance to be submitted to the lab and Inspector of Record. (Does not include Install or Painting of Covers) Lunch Shelters	11,400.00	11,400.00T
2	VSS	VSS DSA	20' x 21' DSA "Single Slope Walkway Covers" 26 ga Mega Rib Metal Roof 26 ga 1-5/8" Cee Trim 12' - 6" Roof Height and Top of Post 11' - 0" Beams @ Posts 1/4:12 - Roof Pitch 20lb Framing 4 - Posts Includes: DSA PC Plans, Fasteners, Brackets Factory Painted Roof & Trim All Powdercoated Posts Unpainted "C" channel galvanized beams All materials will come with Mill Certs, and Certificates of compliance to be submitted to the lab and Inspector of Record. (Does not include Install or Painting of Covers) Walkway Covers	14,450.00	28,900.00T

SUBTOTAL	
SALES TAX (8.0%)	
TOTAL	

Representative Authorized to Order: _____ **Date:** _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)
Offloading and installation are customer's responsibility.
Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

QUOTE

Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106

Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

Sierra Sands Unified School District
Dave Hall
113 W. Felspar
Ridgecrest, CA 93555

Main #: 760-499-5300
Fax #:
Email: dhall@ssusd.org

DATE: 2/28/2017
QUOTE #: 17-1449
REP: Nate - nate@nspx3.com
PROJECT: Burroughs High School
TERMS: Net 30

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
2	VSS	VSS DSA	9'-6" x 101'-6" DSA "Description" 26 ga Mega Rib Metal Roof 26 ga 1-5/8" Cee Trim 9' - 6" Roof Height and Top of Post 8' - 5" Beams @ Posts 1/4:12 - Roof Pitch 20lb Framing 10 - Posts Includes: DSA PC Plans, Fasteners, Brackets Factory Painted Roof & Trim All Powdercoated Posts Unpainted "C" channel galvanized beams All materials will come with Mill Certs, and Certificates of compliance to be submitted to the lab and Inspector of Record. (Does not include Install or Painting of Covers)	29,740.00	59,480.00T
	ADD ON Message	Gutters and Downspouts for each cover If specialty roof color is desired please add: $3,700 to subtotal of proposal	5,150.00	5,150.00T
	NPP	NPP Discount Vendor ID: VQ1D316 *NPP Discount not valid unless customer is an NPP member	-9,609.60	-9,609.60
	Shipping	Freight for all covers shipped to site	2,935.00	2,935.00
		Installation		

	SUBTOTAL
	SALES TAX (8.0%)
	TOTAL

Representative Authorized to Order: _____ **Date:** _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)
Offloading and installation are customer's responsibility.
Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

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Corporate Office
1555 Tahoe Court
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QUOTE TO:

Sierra Sands Unified School District
Dave Hall
113 W. Felspar
Ridgecrest, CA 93555

Main #: 760-499-5300
Fax #:
Email: dhall@ssusd.org

DATE: 2/28/2017
QUOTE #: 17-1449
REP: Nate - nate@nspx3.com
PROJECT: Burroughs High School
TERMS: Net 30

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
		Install PA	Installation by Park Associates Inc. CA - Lic# 959805 Installation of: (2) Small Entry Covers (1) Center Entry Cover (Composed of 2 Single Post Walkway Covers) (2) Lunch Shelters (2) Walkway Covers Price includes: Installation of Gutters and Downspouts on all overs Removal of spoils Concrete Saw Cuts (if necessary) Concrete pump (for limited access) Price Excludes: Jack hammering Hand digging Locating and Marking of underground utilities Portable security fencing PLEASE NOTE	104,250.00	104,250.00
		DSA-1	Designed to meet current 2013 CBC Permit Submittal By Others		
		DSA-2	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others		
		DSA-3	Building designed to meet DSA requirements and includes Structural Engineering Seal for submittal to DSA.		
		DSA-4	Fabrication cannot begin until customer has provided supplier with proof of DSA approval		

	SUBTOTAL
	SALES TAX (8.0%)
	TOTAL

Representative Authorized to Order: _____ **Date:** _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)
Offloading and installation are customer's responsibility.
Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

QUOTE

Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106

Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

Sierra Sands Unified School District
Dave Hall
113 W. Felspar
Ridgecrest, CA 93555

Main #: 760-499-5300
Fax #:
Email: dhall@ssusd.org

DATE: 2/28/2017
QUOTE #: 17-1449
REP: Nate - nate@nspx3.com
PROJECT: Burroughs High School
TERMS: Net 30

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
		Install-MSG	Bobcat & concrete truck access required. *Additional fees may apply if Bonding or Special Insurance required* **Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer. NSP3 is not responsible for repairing unmarked underground utilities and pipes.** By signing below you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &/or offloading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts, missing or damaged components & hardware, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.		

SUBTOTAL	$234,855.40
SALES TAX (8.0%)	$10,213.63
TOTAL	$245,069.03

Representative Authorized to Order: _____ **Date:** _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)
Offloading and installation are customer's responsibility.
Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

10. CONSTRUCTION ADMINISTRATION

10.3 Approval to Enter into Change Order #2 to Increase Scope to Existing Hi Desert Construction Contract to Complete Work at Burroughs High School for Construction Yard Fencing

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-one million dollars for the modernization of the Sherman E. Burroughs High School (BHS). In response to that grant, the district initiated design and construction phase services to complete execution of the project. As part of the course of construction, there was a requirement for security fencing and gate at the perimeter of the construction yard. This additional work was not included in any of the prime trade contracts as bid and awarded.

CURRENT CONSIDERATION: While construction has been underway for quite some time, and the fence and gate have been installed, the prime trade contractor failed to provide a request for a change to the contract until recently. However, it is a legitimate charge and should be reimbursed. The contractor's price for the work has been vetted by the construction manager, project manager, and the architect and found to be within the range of acceptable cost.

FINANCIAL IMPLICATIONS: Authorization is requested to amend the contract with Hi Desert Construction as follows:

Hi Desert Construction – General Facilities - Base Contract:	$1,162,187.00
Change Order #1	$ 35,388.41
Proposed Change Order #2	$ 20,177.78
Total new Contract Amount	$1,217,753.19

Funding for this expense shall be 80% from the Burroughs DoD grant funds and 20% from district matching funds including Fund 40.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the board approve Change Order #2 to add the work described therein to the agreement with Hi Desert Construction for the increased scope of construction.

CHANGE ORDER

Distribution to:

☑ OWNER	☑ INSPECTOR
☑ ARCHITECT	☑ DSA
☑ CONTRACTOR	☐ CITY AGENCY
☑ FIELD	☑ OTHER

PROJECT:	Sierra Sands Unified School District	**CHANGE ORDER NO.:**	**2**
	Project Name: Burroughs High School Modernization 500 N. French Avenue Ridgecrest, CA 93555	**DATE OF ISSUANCE:**	**April 20, 2017**
TO:	**HI DESERT CONSTRUCTION** 310 FROST LANE RENO, NV 89511	**PROJECT NO.:** **DSA APPL. #** **CONTRACT FOR:**	**220001** **A--03-116206** **CONSTRUCTION YARD CHAIN LINK FENCING**
	Bid Category: GENERAL FACILITIES	**CONTRACT DATE:**	**January 21, 2016**
		C-CONTRACT NO.:	

Action: ***Request the Board of Trustees approve the contract changes contained in the below referenced Exhibits.***

You are directed to make the following changes in this Contract:
Reference attached Change Order Item.

EXHIBIT	CONTRACTOR COR	#		COST
EXHIBIT A	ATP	01	Proposal =	$20,177.78
			Total CO Amount:	**$20,177.78**

Not valid until signed by the Owner, Architect and Contractor.
Signature of Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum was	$	1,162,187.00
Net change by previously authorized Change Order #1	$	35,388.41
The Contract Sum prior to this Change Order was	$	1,197,575.41
The Contract Sum will be increased (decreased) by this Change Order	$	20,177.78
The new Contract Sum including this Change Order will be	$	1,217,753.19
The Contract Time will be changed by [0] Days.		0
The Date of Completion as of the date of this Change Order therefore is:		June 30, 2017

Contractor:	HI DESERT CONST		3/15/17
	Name (Printed)	**Signature**	**Date**

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend for your acceptance.

RBB TAKES NO EXCEPTION TO District APPROVAL OF this C.O.

	Name (Printed)	Signature	Date
Architect:	RBB Architects, Inc.		3-21-17
Const. Mgt. Rep.:	Colombo Construction	M Cahill	3.21.17
Bond Planning PM:	Maas Companies	Dave Hall	3/21/17
Inspector of Record:	Jeff Roberson	JR	3.21.17
Owner:	Christina Giraldo Asst Supt Business + Support Svcs		

cc:

ITEM CO.:

Requested by:	District
Reference	Exhibit "A" ATP-01
Justification	B/2
Time Extension	0 Days

ADD/DEDUCT: $ 20,177.78

TOTAL CHANGE ORDER AMOUNT: $ 20,177.78

CODE LEGEND*

A	SITE COST, UNFORESEEN FIELD CONDITION
B	SITE COST, ERROR AND/OR OMISSION
C	SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
D	SITE COST, AGENCY OR CODE REVISION
E	SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
F	BUILDING COST, UNFORESEEN FIELD CONDITION
G	BUILDING COST, ERROR AND/OR OMISSION
H	BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
J	BUILDING COST, AGENCY OR CODE REVISION
K	BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
L	CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted to avoid confusion with "1"

1	CONTRACTOR GENERATED
2	CONSTRUCTION MANAGER GENERATED
3	ARCHITECT/ENGINEER GENERATED
4	DISTRICT GENERATED
5	INSPECTOR OR AGENCY GENERATED

10. CONSTRUCTION ADMINISTRATION

10.4 Authorization to Participate in the California Multiple Award Schedule (CMAS) – with KYA Services, LLC for Carpet for the New Administration Building for the Burroughs High School Modernization Project

BACKGROUND INFORMATION: In response to a grant received from the Department of Defense (DoD) – Office of Economic Adjustment (OEA), the district has commenced work on the Burroughs High School Modernization Project. As part of that project, a new Administration Building will be constructed. The project schedule at Burroughs High School is a particularly aggressive one. Work has already commenced and in order to adhere to the schedule, carpet must be ordered immediately.

CURRENT CONSIDERATION: Utilization of a CMAS contract is permitted under the auspices of California Public Contract Code sections 10290, 10298, and 10299 allowing public entities including school districts, to make use of CMAS to acquire goods and services from vendors listed as approved contractors. The State of California authorizes school districts to purchase services from KYA Services, LLC through CMAS Contract #4-14-72-0057A for carpet. KYA Services, LLC has provided the district with a proposal in the amount of $30,572.78, including installation, per the attached quote.

FINANCIAL IMPLICATIONS: The district plans to use Burroughs High School DoD grant fund sources for 80% of the contract, as well as several other fund sources for the remaining 20% which is required to be provided by the district per the grant agreement.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize participation in CMAS contract #4-14-72-0057A in the amount of $30,572.78 with KYA Services, LLC for carpet and related installation in support of the Burroughs High School modernization project.

PROPOSAL

Corporate Mailing Address:
1522 Brookhollow Dr. Suite 3
Santa Ana, CA 92705
PH (714)659-6476 FAX (714)586-5526

This is a legal agreement – please read carefully. Complete and initial all pages.

Proposal: 1-2-10045
To: Sierra Sands USD
113 Felspar St., Ridgecrest, CA 93555
c/o: Pamela Pence
RA: Justin Bryant
RA Phone: 661-857-5431
RA Email: Justin@KYASurfacing.com
Site: Burroughs HS - Powerbond
Address: 500 E. French Ave.,
Ridgecrest, CA 93555

Date: 12/28/2016
Terms: Net 30
CMAS Contract: 4-14-72-0057A
Base Contract: GS-27F-0504H
Contract Terms: 3/3/2014 - 12/31/2017
SIN#/ MANF#
Pattern Match: None
Minimum: 25 - 65 syds depending on color
Order: selection

Notes: Final sales tax rate will be based upon the shipping address, not the purchaser's address. Price is good for 60 days from date of quote due to rising petroleum costs. Material overages must be shown on the purchase order. 6-8 weeks upon receipt of approved PO

S C O P E O F W O R K

Line Item Proposal

Furnish & Apply

Material				
Supply Box Study Pavement #36013 Powerbond Cushion	508	SY	$27.84	$14,142.72
Overage	30.48	SY	$27.84	$848.56
Supply Geo Tiles Charcoal	15	SY	$62.83	$942.45
Supply CA Seam Weld Solvet Based	2	EA	$16.78	$33.56
Supply C-16 Adhesive	11	EA	$101.26	$1,113.86
Supply C-56 Primer	5	EA	$101.26	$506.30
Supply Goldstix Adhesive	2	EA	$41.33	$82.66
Supply Burke 4" Topset Rubber Base - Black	1400	LF	$1.59	$2,226.00
Application				
Standard Floor Prep	15	HR	$87.35	$1,310.25
Apply Box Study Pavement #36013 Powerbond Cushion	508	SY	$7.60	$3,860.80
Apply Geo Tiles Charcoal	15	SY	$7.60	$114.00
Reducer Strips	48	LF	$3.17	$152.16
Apply Burke 4" Topset Rubber Base - Black	1400	LF	$1.27	$1,778.00
Adhesives/Sundries/Staging/Delivery	1	EA	$316.46	$316.46
Bonding Fee	1	EA	$599.47	$599.47
Freight	1	EA	$949.37	$949.37
AB2398 Carpet Recovery Act	553.48	SY	$0.25	$138.37
Tax	1	EA	$1,457.78	$1,457.78
			Total Price	**$30,572.78**

Site Qualifications and General Scope of Work

Burroughs Administration Building
Admin Area - Plans A101
Demo/Ceramic/Sealed Concrete/Vinyl Tile/Sheet Vinyl/Furniture Excluded

NOTES:

Estimated from: Field measure by Progressive 5-6-10159
All work to be done during normal business hours Monday –Friday
Exclusions (unless specifically included in the above scope of work):
Protection of Floors Attic Stock Night/Weekend Labor
Dumpster Bonding Cost
Preformed Corners
Resilient Flooring Stair Materials Extensive Floor Preparation
Furniture Moving Asbestos Abatement
Carpet Cleaning Cleaning/Waxing of Resilient Border Carpet
The above proposal is valid for 60 days from the date first set forth above.

Payment Terms

(1) Upon execution of the Agreement (Deposit)	
(2) Upon delivery of Material	
(3) Upon completion of Assembly/ furnishing	
(4) Other (specify):	

Initials _____

PROPOSAL

Corporate Mailing Address:
1522 Brookhollow Dr. Suite 3
Santa Ana, CA 92705
PH (714)659-6476 FAX (714)586-5526

GENERAL TERMS AND CONDITIONS AND WARRANTY

1) **Proposal**: The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

2) **Purchase**: By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the Company, as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above.

3) **Standard Exclusions**: Unless specifically included this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owner's responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) **Insurance Requirements**: Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) **Payment**: Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1522 Brookhollow Dr. Suite 3 Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) **Lien Releases**: Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying**: Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.

8) **Manufacturing & Delivery**: Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

Initials _____

PROPOSAL

Corporate Mailing Address:
1522 Brookhollow Dr. Suite 3
Santa Ana, CA 92705
PH (714)659-6476 FAX (714)586-5526
CA License # 984827

9) **Returned Product, Deposits and/or Cancelled Order:** From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are nonrefundable.

10) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and / or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and /or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) **Warranty; Limitations of Liability:**
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner.
Purchaser shall notify Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICES UNDER THIS AGREEMENT (OR THE RELEVANT PURCHASE ORDER).
The warranties for the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of the work.

13) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 13.

14) **Delegation: Subcontractors:** The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company.

Initials _____

PROPOSAL

Corporate Mailing Address:
1522 Brookhollow Dr. Suite 3
Santa Ana, CA 92705
PH (714)659-6476 FAX (714)586-5526

15) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any acts of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

17) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) **No Third-Party Beneficiaries:** This Agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of California.

20) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

Accepted by:		**KYA Services LLC**	
Signature:		Signature:	Richard Contreras
By: (Print)		By: (Print)	Justin Bryant
Title:		Title:	Regional Advisor
Date:		Date:	12/28/2016

Initials _____

10. CONSTRUCTION ADMINISTRATION

10.5 Approval to Award a Piggyback Contract for Vinyl Flooring to KYA Services, LLC for the New Administration Building for the Burroughs High School Modernization Project

BACKGROUND INFORMATION: In response to a grant received from the Department of Defense (DoD) – Office of Economic Adjustment (OEA), the district has commenced work on the Burroughs High School Modernization Project. As part of that project, a new Administration Building will be constructed. The project schedule at Burroughs High School is a particularly aggressive one. Work has already commenced and in order to adhere to the schedule, vinyl must be ordered immediately.

CURRENT CONSIDERATION: In support of the schedule, the district wishes to award a contract to KYA Services, LLC for vinyl flooring under the auspices of Public Contract Code Section 20118 which states, "when deemed to be in the best interest of a district school board, the school board may reserve the right to purchase under current contracts from governmental agencies, school districts, or other educational institutions under the same terms and conditions and pricing structure, which method is known as "piggybacking". Pursuant to Public Contract Code Section 20118, this may be done in lieu of seeking competitive bids." The Wiseburn Unified School District solicited bids for vinyl flooring. The contract was awarded to KYA Services, LLC as vendor on Jan. 24, 2014 with a 4-year extension. The contract resulting from this bid was offered for piggybacking. KYA Services has provided the district with the attached proposal to provide vinyl in support of the Burroughs High School Construction Project.

FINANCIAL IMPLICATIONS: The value of the contract is $10,125.58 for vinyl floor covering including installation. The district plans to use Burroughs High School DoD grant fund sources for 80% of the contract, as well as several other fund sources for the remaining 20% which is required to be provided by the district per the grant agreement.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize utilization of a piggyback contract under the auspices of the Wiseburn Unified School District to contract with KYA Services, LLC in the amount of $10,125.58 for vinyl flooring and related installation in support of the Burroughs High School modernization project.

PROPOSAL

Corporate Mailing Address:
1522 Brookhollow Dr. Suite 3
Santa Ana, CA 92705
PH (714)659-6476 FAX (714)586-5526

This is a legal agreement – please read carefully. Complete and initial all pages.

Proposal: 1-2-10058 **Date:** 12/28/2016
To: Sierra Sands USD **Terms:** Net 30
113 Felspar St., Ridgecrest, CA 93555 **PO#:**
c/o: Pamela Pence
RA: Justin Bryant
RA Phone: 661-857-5431 **SIN#/ MANF#**
RA Email: Justin@KYASurfacing.com
Site: Burroughs High School
Address: 500 French Avenue, **Order:** selection
Ridgecrest, CA 93555

Notes: Final sales tax rate will be based upon the shipping address, not the purchaser's address. Price is good for 60 days from date of quote due to rising petroleum costs. Material overages must be shown on the purchase order. 6-8 weeks upon receipt of approved PO

S C O P E O F W O R K

Line Item Proposal

Material				
Supply Contour Festival Designs - Pg. 212	180	SF	$5.00	$900.00
Supply iQ Optima Sheet Vinyl - Pg. 209	74	SY	$40.25	$2,978.50
Supply Johnsonite Bond Adhesive - Pg. 239	3	EA	$92.53	$277.59
Supply Sheet Vinyl Heat Welding - Pg. 202	65	LF	$3.00	$195.00
Supply Sheet Vinyl 4" Self Cove - Pg. 202	72	LF	$3.75	$270.00
Application				
Standard Floor Prep - Pg. 231	10	HR	$75.00	$750.00
Supply & Apply Reducer Strips Pg. 220	36	LF	$3.47	$124.92
Apply Contour Festival Designs - Pg. 214	180	SF	$2.50	$450.00
Supply & Apply 4" Topset Base Black - Pg. 218	250	LF	$3.40	$850.00
(NIC)Adhesive/Sundries/Staging/Delivery	1	EA	$533.34	$533.34
(NIC)RH Moisture Testingat Centiva & Sheet Vinyl Locations	5	EA	$125.00	$625.00
Apply Sheet Vinyl 4" Self Cove - Pg. 203	72	LF	$8.00	$576.00
Apply iQ Optima Sheet Vinyl - Pg. 205	74	SY	$14.06	$1,040.44
Apply Sheet Vinyl Heat Welding - Pg. 203	65	LF	$2.67	$173.55
Tax	1	ea	$381.24	$381.24
Site Qualifications and General Scope of Work			Total Price	**$10,125.58**

Administration Phase 2
Pricing Per Wiseburn #1
Admin Area - Plans A101
Demo/Ceramic/Sealed Concrete/Carpet/Furniture Excluded

NOTES:	Payment Terms	
Estimated from: Field measure by	(1) Upon execution of the Agreement (Deposit)	
All work to be done during normal business hours Monday –Friday		
Exclusions (unless specifically included in the above scope of work):	(2) Upon delivery of Material	
Protection of Floors Attic Stock Night/Weekend Labor		
Dumpster Bonding Cost	(3) Upon completion of Assembly/ furnishing	
Preformed Corners		
Resilient Flooring Stair Materials Extensive Floor Preparation	(4) Other (specify):	
Furniture Moving Asbestos Abatement		
Carpet Cleaning Cleaning/Waxing of Resilient Border Carpet		
The above proposal is valid for 60 days from the date first set forth above.		

Initials _____

PROPOSAL

Corporate Mailing Address:
1522 Brookhollow Dr. Suite 3
Santa Ana, CA 92705
PH (714)659-6476 FAX (714)586-5526

GENERAL TERMS AND CONDITIONS AND WARRANTY

1) **Proposal**: The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

2) **Purchase**: By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the Company, as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above.

3) **Standard Exclusions**: Unless specifically included this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owner's responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) **Insurance Requirements**: Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) **Payment**: Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1522 Brookhollow Dr. Suite 3 Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) **Lien Releases**: Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying**: Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.

8) **Manufacturing & Delivery**: Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

Initials _____

PROPOSAL

Corporate Mailing Address:
1522 Brookhollow Dr. Suite 3
Santa Ana, CA 92705
PH (714)659-6476 FAX (714)586-5526
CA License # 984827

9) **Returned Product, Deposits and/or Cancelled Order:** From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are nonrefundable.

10) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and / or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and /or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) **Warranty; Limitations of Liability:**
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner.
Purchaser shall notify Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICES UNDER THIS AGREEMENT (OR THE RELEVANT PURCHASE ORDER).
The warranties for the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of the work.

13) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 13.

14) **Delegation: Subcontractors:** The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company.

Initials _____

PROPOSAL

Corporate Mailing Address:
1522 Brookhollow Dr. Suite 3
Santa Ana, CA 92705
PH (714)659-6476 FAX (714)586-5526

15) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any acts of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

17) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) **No Third-Party Beneficiaries:** This Agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of California.

20) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

Accepted by: **KYA Services LLC**

Signature:		Signature:	*Justin Bryant*
By: (Print)		By: (Print)	Justin Bryant
Title:		Title:	Regional Advisor
Date:		Date:	12/28/2016

Initials _____

10. CONSTRUCTION ADMINISTRATION

10.6 Approval to Enter into Change Order #1 to Increase Scope to the Existing Best Contracting Services, Inc. Contract for Waterproofing at the Burroughs High School Concessions Building

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-one million dollars for the modernization of the Sherman E. Burroughs High School (BHS). In response to that grant, the district initiated design and construction phase services to complete execution of the project. As part of the course of construction, there was a requirement for waterproofing of the concrete ramp and concrete retaining wall at the new Concessions Building.

CURRENT CONSIDERATION: This additional work was in dispute by the Prime Trade Contractor (PTC) who was anticipated to do this work. The PTC claimed it was not included in their prime trade contract as bid and awarded. The work is necessary to complete the project, and was on the critical path. Therefore the district requested Best Construction Services, Inc. to execute the work to waterproof the ramp and retaining wall at the new Concessions Building in order to remain on schedule and to prepare for other trades to follow. Since the Architect, the Engineer, the Project Manager, and the Construction Manager can demonstrate that the work is included in the PTC contract; this cost will be back-charged to the PTC. The contractor's price for the work has been vetted by and found to be within the range of acceptable cost.

FINANCIAL IMPLICATIONS: Authorization is requested to amend the contract with Best Contracting Services, Inc. as follows:

Best Contracting Services, Inc. – Foam Roofing System - Base Contract:	$735,749.00
Change Order #1	$ 34,803.99
Total New Contract Amount	$770,552.99

Funding for this expense shall be 80% from the Burroughs DoD grant funds and 20% from district matching funds including Fund 40.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the board approve Change Order #1 to add the work described therein to the agreement with Best Contracting Services, Inc.

CHANGE ORDER

Distribution to:

☑ OWNER	☑ INSPECTOR
☑ ARCHITECT	☑ DSA
☑ CONTRACTOR	☐ CITY AGENCY
☑ FIELD	☑ OTHER

PROJECT:	Sierra Sands Unified School District	**CHANGE ORDER NO.:**	1
	Project Name: Burroughs High School Modernization 500 N. French Avenue Ridgecrest, CA 93555	**DATE OF ISSUANCE:**	**April 20, 2017**
TO:	**BEST CONTRACTING SERVICES, INC.** 19027 S Hamilton Avenue Gardena, CA 90248	**PROJECT NO.:** **DSA APPL. #** **CONTRACT FOR:**	**220001** **A-03-115512** **Ramp/Retaining Wall Waterproofing**
	Bid Category: FOAM ROOFING SYSTEM	**CONTRACT DATE:**	**March 4, 2016**
		C-CONTRACT NO.:	

Action: ***Request the Board of Trustees approve the contract changes contained in the below referenced Exhibits.***

You are directed to make the following changes in this Contract:
Reference attached Change Order Item.

EXHIBIT	CONTRACTOR COR	#			COST
EXHIBIT A	Change Order Request:	55	Proposal =	$	26,260.00
EXHIBIT B	Change Order Request:	66	Proposal =	$	8,543.99
			Total CO Amount:	$	**34,803.99**

Not valid until signed by the Owner, Architect and Contractor.
Signature of Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum was	$	735,749.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	735,749.00
The Contract Sum will be increased (decreased) by this Change Order	$	**34,803.99**
The new Contract Sum including this Change Order will be	$	770,552.99
The Contract Time will be changed by [0] Days.		0
The Date of Completion as of the date of this Change Order therefore is:		June 30, 2017

Contractor: BOB MARS, COO (Name (Printed)) Bob Mars (Signature) 3/28/17 (Date)

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend for your acceptance.

	Name (Printed)	Signature	Date
Architect:	RBB Architects, Inc.		3-28-17
Const. Mgt. Rep.:	Colombo Construction		3.28.17
Bond Planning PM:	Maas Companies		3/28/17
Inspector of Record:	Jeff Roberson		3.28.17
Owner:	Christina Giraldo Asst Supt Business + Support Svcs		

cc:

ITEM CO.:

Requested by:	District
Reference	Exhibit A
Justification	K/1
Time Extension	0 Days
Requested by:	District
Reference	Exhibit B
Justification	F/3
Time Extension	0 Days

ADD/DEDUCT: $ 34,803.99

TOTAL CHANGE ORDER AMOUNT: **$ 34,803.99**

CODE LEGEND*

A	SITE COST, UNFORESEEN FIELD CONDITION
B	SITE COST, ERROR AND/OR OMISSION
C	SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
D	SITE COST, AGENCY OR CODE REVISION
E	SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
F	BUILDING COST, UNFORESEEN FIELD CONDITION
G	BUILDING COST, ERROR AND/OR OMISSION
H	BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
J	BUILDING COST, AGENCY OR CODE REVISION
K	BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
L	CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted to avoid confusion with "1"

1	CONTRACTOR GENERATED
2	CONSTRUCTION MANAGER GENERATED
3	ARCHITECT/ENGINEER GENERATED
4	DISTRICT GENERATED
5	INSPECTOR OR AGENCY GENERATED

10. CONSTRUCTION ADMINISTRATION

10.7 Approval to Enter into Amendment #1 to the Agreement with JMI Consultants for Inspector of Record Services to Extend the Term of the Contract for the Burroughs High School Modernization Project

BACKGROUND INFORMATION: In response to a grant received from the Department of Defense (DoD) – Office of Economic Adjustment (OEA), the district is modernizing Burroughs High School. As a requirement of the Division of the State Architect, the district is required to commission the services of a certified Class One Inspector of Record to observe and report on the construction process.

CURRENT CONSIDERATION: Due to unforeseen and significant delays in the project schedule, it will be necessary to continue Inspector of Record services through the completion of construction and close-out, which is now scheduled for the end of December 2017.

FINANCIAL IMPLICATIONS: The fixed fee amount of the amendment to the agreement will include overhead, insurance, and reimbursable expenses, and shall be as follows:

JMI Consultants - Base Contract:	$255,840.00
Amendment #1	$156,343.00
Total New Contract Amount	$412,183.00

The district plans to use Burroughs High School DoD grant fund sources for 80% of the contract, as well as several other fund sources including IKSFA for the remaining 20% required to be provided by the district in the grant agreement.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the amendment to the agreement for Inspector of Record services with JMI Consultants in support of the Burroughs High School modernization project be approved as presented.

JMI Consultants

40350 Paseo Del Cielo, Temecula, CA 92591
Phone (760) 412-2507 Fax (951) 694-8707
jeff@jmicinc.com

Cost Proposal Amendment

DATE: MARCH 17, 2017

TO:
Sierra Sands Unified School District
Attn: Steve Hubbard
113 Felspar Ave
Ridgecrest, Ca 93555

FOR:
Burroughs High School Inspection fees

DESCRIPTION			
Amendment to original contract for Inspection Services for the Burroughs High School project. This extension will be until December 31, 2017.			$156,343.00

10. CONSTRUCTION ADMINISTRATION

10.8 Approval to Enter into Amendment #2 to the Agreement with JMI Consultants for Inspector of Record Services to Extend the Term of the Contract for the Murray Middle School Project

BACKGROUND INFORMATION: In response to a grant received from the Department of Defense (DoD) – Office of Economic Adjustment (OEA), the district is constructing a new Murray Middle School. As a requirement of the Division of the State Architect, the district is required to commission the services of a certified Class One Inspector of Record to observe and report on the construction process.

CURRENT CONSIDERATION: Due to unforeseen and significant delays in the project schedule, it will be necessary to continue Inspector of Record services through the completion of construction and close-out, which is now scheduled for completion at the end of October 2017.

FINANCIAL IMPLICATIONS: The fixed fee amount of the amendment to the agreement will include overhead, insurance, and reimbursable expenses, and shall be as follows:

JMI Consultants - Base Contract:	$198,987.00
Amendment #2	$127,917.00
Total new Contract Amount	$326,904.00

The district plans to use Murray Middle School DoD grant fund sources for 80% of the contract, as well as several other fund sources including Fund 35 as the remaining 20% required to be provided by the district in the grant agreement.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that Amendment #2 to the agreement for Inspector of Record services with JMI Consultants in support of the new Murray Middle School project be approved as presented.

JMI Consultants

40350 Paseo Del Cielo, Temecula, CA 92591
Phone (760) 412-2507 Fax (951) 694-8707
jeff@jmicinc.com

Cost Proposal Amendment

DATE: MARCH 17, 2017

TO:
Sierra Sands Unified School District
Attn: Steve Hubbard
113 Felspar Ave
Ridgecrest, Ca 93555

FOR:
Murray Middle School Inspection fees

DESCRIPTION			
Amendment to original contract for Inspection Services for the Murray Middle School project. This extension will be until October 30, 2017.			$127,917.00

10. CONSTRUCTION ADMINISTRATION

10.9 Approval to Enter into Change Order #1 to Increase Scope to the Letner Roofing Co. Contract to Complete Work at Burroughs High School for the Expansion Joints at Buildings H & I

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-one million dollars for the modernization of Burroughs High School (BHS). In response to that grant, the district initiated design and construction phase services to complete execution of the project. As part of the course of construction, it became evident that there was a requirement for expansion joints to span the joint between Buildings H & I, which was not shown in the construction documents. The work is necessary to complete the project.

CURRENT CONSIDERATION: This additional work was required to properly waterproof the section of roof that joins building H to building I. The architect and engineer have provided construction drawings to execute the work and a priced proposal has been received from the roofing contractor. The contractor's price for the work has been vetted and found to be within the range of acceptable cost.

FINANCIAL IMPLICATIONS: Authorization is requested to amend the contract with Letner Roofing Co. as follows:

Letner Roofing Co. – Built-up Roofing/Asphalt Shingles - Base Contract:	$ 544,000.00
Change Order #1	$ 15,031.00
Total New Contract Amount	$ 559,031.00

Funding for this expense shall be 80% from the Burroughs High School DoD grant funds and 20% from district matching funds including Fund 25.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the board approve Change Order #1 to add the work described therein to the agreement with Letner Roofing Co.

CHANGE ORDER

Distribution to:

☑ OWNER	☑ INSPECTOR
☑ ARCHITECT	☑ DSA
☑ CONTRACTOR	☐ CITY AGENCY
☑ FIELD	☑ OTHER

PROJECT:	Sierra Sands Unified School District	**CHANGE ORDER NO.:**	1
	Project Name: Burroughs High School Modernization 500 N. French Avenue Ridgecrest, CA 93555	**DATE OF ISSUANCE:**	April 20, 2017
TO:	**LETNER ROOFING CO.** 1490 North Glassell Street Orange, CA 92867	**PROJECT NO.:** **DSA APPL. #** **CONTRACT FOR:**	220001 A-03-115512 Roofing Expansion Joints at Buildings H & I
	Bid Category: BUILT-UP ROOFING & ASPHALT SHINGLES	**CONTRACT DATE:**	February 29, 2016
		C-CONTRACT NO.:	

Action: ***Request the Board of Trustees approve the contract changes contained in the below referenced Exhibits.***

You are directed to make the following changes in this Contract:
Reference attached Change Order Item.

EXHIBIT	CONTRACTOR COR #		COST
EXHIBIT A	PCO/COR: 169/76	Proposal =	$15,031.00
		Total CO Amount:	**$15,031.00**

Not valid until signed by the Owner, Architect and Contractor.
Signature of Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum was	$	544,000.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	544,000.00
The Contract Sum will be increased (decreased) by this Change Order	$	15,031.00
The new Contract Sum including this Change Order will be	$	559,031.00
The Contract Time will be changed by [0] Days.		0
The Date of Completion as of the date of this Change Order therefore is:		June 30, 2017

Contractor: Mike Sandoria — Name (Printed); M. Sandoria — Signature; 3/27/17 — Date

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend for your acceptance. RBB Takes NO EXCEPTION TO DISTRICT APPROVAL OF This C.O.

	Name (Printed)	Signature	Date
Architect:	RBB Architects, Inc.		3-28-17
Const. Mgt. Rep.:	Colombo Construction		3.28.17
Bond Planning PM:	Maas Companies		3/28/17
Inspector of Record:	Jeff Roberson		3.28.17
Owner:	Christina Giraldo Asst Supt Business + Support Svcs		

cc:

ITEM CO.:

Requested by:	District
Reference	Exhibit "A"
Justification	H/4
Time Extension	0 Days

ADD/DEDUCT: $ 15,031.00

TOTAL CHANGE ORDER AMOUNT: **$ 15,031.00**

CODE LEGEND*

A	SITE COST, UNFORESEEN FIELD CONDITION
B	SITE COST, ERROR AND/OR OMISSION
C	SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
D	SITE COST, AGENCY OR CODE REVISION
E	SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
F	BUILDING COST, UNFORESEEN FIELD CONDITION
G	BUILDING COST, ERROR AND/OR OMISSION
H	BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
J	BUILDING COST, AGENCY OR CODE REVISION
K	BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
L	CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted to avoid confusion with "1"

1	CONTRACTOR GENERATED
2	CONSTRUCTION MANAGER GENERATED
3	ARCHITECT/ENGINEER GENERATED
4	DISTRICT GENERATED
5	INSPECTOR OR AGENCY GENERATED

10. CONSTRUCTION ADMINISTRATION

10.10 Approval to Enter into Amendment #11 to the Agreement with IBI Group for the Design of a Sewer Meter Station for the New Murray Middle School

BACKGROUND INFORMATION: In August 2014, the district entered into an agreement with IBI Group to provide Architectural and Engineering Services pertaining to the Murray Middle School construction project. As required by the Naval Facilities Engineering Command, the district commissioned its architectural and engineering consultant to provide a review of the services for the project. Since the content, configuration, and equipment for the sewer meter were not a part of the original grant agreement, its design and construction are an additional cost to the project.

CURRENT CONSIDERATION: IBI Group, the project Architect of Record (A/R), requested a scope of work and a fee proposal from the civil engineer to execute the sewer meter documents as dictated by the Navy. The proposed additional fees of the architect and engineering consultant have been reviewed for appropriateness.

FINANCIAL IMPLICATIONS: The amount of the proposed additional fee is as follows:

Original Contract Amount:	$1,200,000.00
Net Change from Prior Amendments 1 through 10:	$ 131,140.00
Amendment #11	$ 12,710.00
Total New Contract Amount	$1,343,850.00

The district plans to use both the Murray Middle School DoD grant fund sources for 80% of the contract, as well as several other fund sources including Fund 35 for the remaining 20% to support this contract.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize Amendment #11 to the agreement with IBI Group for additional architectural and engineering fees in support of the new Murray Middle School project.

IBI

A/E Fee Calculation

Sierra Sands USD Murray Middle School DOD Replacement
March 20, 2017

Description	Quantity	Unit	Unit Cost	Total
A/E Basic Services				
Original Fee: Architectural & Engineering Fees for Basic Services:	1	Ls	$1,213,500	$1,213,500
Adjustment	1	Ls	-$13,500	-$13,500
A/E Additional Services 1: Revise site ingress/egress:				
Architectural Revisions	1	Ls	$10,500	$10,500
Civil Engineering - On Site	1	Ls	$7,700	$7,700
Civil Engineering - Off Site	1	Ls	$17,050	$17,050
Landscape Architecture	1	Ls	$1,320	$1,320
Electrical Engineering	1	Ls	$1,650	$1,650
Subtotal (Add Services 1):				**$38,220**
A/E Additional Services 2: Encapsulate Contaminated Soil:				
Architectural Revisions				
Specification coordination/updates	20	hrs	$175	$3,500
Drawing revisions	42	hrs	$150	$6,300
Consultant Coordnation	12	hrs	$175	$2,100
RAW coordination	12	hrs	$175	$2,100
Civil Engineering - On Site	1	Ls	$11,880	$11,880
Subtotal (Add Services 2):				**$25,880**
A/E Additional Services 3: Revise Food Service Design and Drawings:				
Food Service Consultant	1	Ls	$13,800	$13,800
Subtotal (Add Services 3):				**$13,800**
A/E Additional Services 4: Extended Pre-Con Due to DTSC and DSA				
Attendance at additional project meetings				
4 months; 2 times per month				
Travel and attendance per meeting	12	hrs	$175	$2,100
Added meetings	8	ea	$2,100	$16,800
Missed meeting (7/7/15)	1	ea	$2,100	-$2,100
Subtotal (Add Services 4):				**$14,700**
A/E Additional Services 5: Assisst with DTSC approval of updated soils report				
Review and coordination of updates	16	hrs	$175	$2,800
Prepare submittal(s) and process	2	hrs	$150	$300
Subtotal (Add Services 5):				**$3,100**
A/E Additional Services 6: Upgrade building requirements to comply with Updated UFC (10/13)				
Review and coordination of updated requirements with PT Inc	24	hrs	$175	$4,200
Subtotal (Add Services 6):				**$4,200**
~~**A/E Additional Services 7: Cost reduction/Design revisions**~~				
~~Architectural Revisions~~				
~~Delete rat slabs~~	~~12~~	~~hrs~~	~~$150~~	~~$1,800~~
~~Eliminate soil areas in courtyard (add concrete)~~	~~24~~	~~hrs~~	~~$150~~	~~$3,600~~
~~Delete tackwall at various locations~~	~~16~~	~~hrs~~	~~$150~~	~~$2,400~~
~~Delete several exterior doors (Admin Bldg)~~	~~8~~	~~hrs~~	~~$150~~	~~$1,200~~
~~Delete cabinets adjacent to teaching walls~~	~~12~~	~~hrs~~	~~$150~~	~~$1,800~~
~~ate Landscape and Civil consultant (courtyard only)~~	~~8~~	~~hrs~~	~~$175~~	~~$1,400~~
~~Specifications~~	~~24~~	~~hrs~~	~~$175~~	~~$4,200~~
~~Update fire sprinkler calculations~~	~~1~~	~~Ls~~	~~$3,700~~	~~$3,700~~
~~Civil Engineering - Revise fire loop~~	~~1~~	~~Ls~~	~~$5,000~~	~~$5,000~~
~~**Subtotal (Add Services 7):**~~				~~**$25,100**~~
~~**A/E Additional Services 8: Existing Murray MS Demolition Package**~~				
~~ine existing conditions, scope and documentation~~	~~1~~	~~LS~~	~~$109,088~~	~~$109,088~~
~~**Subtotal (Add Services 8):**~~				~~**$109,088**~~
A/E Additional Services 9: Revise Drive Loop per City of Ridgecrest request				
Architectural Revisions and Coordination	24	hrs	$175	$4,200
Civil Engineering - On Site	1	Ls	$6,820	$6,820
Civil Engineering - Burial Cell Survey and reconciliation	1	Ls	$2,640	$2,640
Civil Engineering - Off Site	1	Ls	$2,530	$2,530
Landscape Architecture	1	Ls	$0	$0
Electrical Engineering	1	Ls	$0	$0
Subtotal (Add Services 9):				**$16,190**
A/E Additional Services 10: Revise Caopy configuration per District request				
Architectural Revisions, Coordination	32	hrs	$175	$5,600
Architectural Revisions, Coordination	54	hrs	$175	$9,450
Subtotal (Add Services 10):				**$15,050**
A/E Additional Services 11: Provide Sewer meter assembly requested by Navy				
Architectural Coordination/Meetings	24	hrs	$175	$4,200
Civil Engineering - On Site	1	Ls	$4,600	$4,600
Electrical Design and Documentation	1	Ls	$3,910	$3,910
Subtotal (Add Services 11):				$12,710
Total A/E Fees				**$1,343,850**

10. CONSTRUCTION ADMINISTRATION

10.11 Approval of a Proposal for the Complete Relocation of the Murray Middle School Contents and Instructional Equipment from the Old Murray Site to the New Murray Middle School Property

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-nine million dollars to build a new Murray Middle School. In response to that grant, the district initiated design and construction phase services to complete execution of the project. The project is anticipated to be complete and ready for occupancy on August 1, 2017. At that time, the services of a professional moving company will be required.

CURRENT CONSIDERATIONS: Emails had been sent to multiple companies requesting proposals, but none responded. The district solicited a proposal from Ridgecrest Moving & Storage Co., Inc. that provided excellent similar services for the Burroughs High School Modernization Project. Services to be provided will include moving the contents and equipment from the old Murray to the new Murray Middle School and placing them in their respective locations and preparing them for occupancy.

FINANCIAL IMPLICATIONS: The total of the requested proposal is a not-to-exceed amount of $45,000.00, including packing materials and instructions. Funding for this expense shall be 80% from the Murray Middle School DoD grant funds and 20% from district matching funds including Fund 35.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the proposal for moving services with Ridgecrest Moving & Storage Co., Inc. for the new Murray Middle School move as presented.

Ridgecrest Moving & Storage Co., Inc.
880 S. Gateway Blvd., Ridgecrest, Ca. 93555
760-375-4133 Fax 760-375-7918

CONSTRUCTION OFFICE
SIERRA SANDS UNIFIED SCHOOL DISTRICT
113 W FELSPAR AVE
RIDGECREST, CA 93555

ATTN: STEVE HUBBARD

3/27/2017

PROPOSAL TO MOVE OLD MURRAY SCHOOL CLASSROOM
FURNITURE AND SUPPLIES TO NEW MURRAY SCHOOL SITE .
THIS DOES NOT INCLUDE ANY PACKING OR MOVING OF FURNITURE
FROM DISTRICT WAREHOUSE PURCHASED FOR NEW MURRAY SCHOOL.

LABOR $45,000.00

KENNETH E ARMSTRONG
PRESIDENT
RIDGECREST MOVING & STORAGE

10. CONSTRUCTION ADMINISTRATION

10.12 Authorization to Enter into Change Order #1 to the Agreement with Bravo Concrete Construction Services, Inc. to Provide and Install a Sidewalk Extension at the Student Drop-Off Loop Road at the New Murray Middle School Site

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-nine million dollars for the construction of a new Murray Middle School. In response to that grant, the district has initiated design and construction phase services to complete execution of the project. Having received approval from the Division of the State Architect and the Sierra Sands Board of Trustees to commence construction of the project, prime trade contractors commenced construction on the site. As part of the construction, a pedestrian sidewalk was included in the student drop-off loop.

CURRENT CONSIDERATION: Subsequent to the initial design for the student drop-off elements of the project, it was determined that to meet the City of Ridgecrest's requirements, the drop-off loop needed to be extended to accommodate more vehicles at one time. Along with that requirement came the need for continuation of the sidewalk along the loop. The architect and engineer (AE) provided construction documents to execute the extension. The prime trade contractor was requested to provide a price for the work which was reviewed and vetted and found to be reasonable.

FINANCIAL IMPLICATIONS: Authorization is requested to amend the contract with Bravo Concrete Construction Services, Inc. as follows:

Bravo Construction, Inc. – Site Concrete – Base Contract	$1,556,633.00
Change Order #1	$ 11,782.30
Total New Contract Amount	$1,568,415.30

Funding for this expense shall be 80% from the Murray Middle School DoD grant funds and 20% from district matching funds including Fund 35.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends that the board approve Change Order #1 to add the work described therein to the agreement with Bravo Concrete Construction Services, Inc. for the extension of the pedestrian sidewalk at the new Murray Middle School construction site.

CHANGE ORDER

Distribution to:

☑ OWNER	☑ INSPECTOR
☑ ARCHITECT	☑ DSA
☑ CONTRACTOR	☐ CITY AGENCY
☑ FIELD	☑ OTHER

PROJECT:	Sierra Sands Unified School District **Project Name:** New Murray Middle School 200 E. Drummond Avenue Ridgecrest, CA 93555	**CHANGE ORDER NO.:**	1 **DATE OF ISSUANCE:** **April 20, 2017**
TO:	**BRAVO CONCRETE CONSTRUCTION SERVICES, INC.** 681 W La Cadena Drive Riverside, CA 92501 **Bid Category: SITE CONCRETE**	**PROJECT NO.:** **DSA APPL. #** **CONTRACT FOR:** **CONTRACT DATE:** **C-CONTRACT NO.:**	**210001** **A-03-116198** **Sidewalk Extension at W. Loop Rd.** **October 31, 2016**

Action: ***Request the Board of Trustees approve the contract changes contained in the below referenced Exhibits.***

You are directed to make the following changes in this Contract:
Reference attached Change Order Item.

EXHIBIT	CONTRACTOR COR	#		COST
EXHIBIT A	PCO#	01	Proposal =	$11,782.30
			Total CO Amount:	**$11,782.30**

Not valid until signed by the Owner, Architect and Contractor.
Signature of Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum was	$	1,556,633.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	1,556,633.00
The Contract Sum will be increased (decreased) by this Change Order	$	11,782.30
The new Contract Sum including this Change Order will be	$	1,568,415.30
The Contract Time will be changed by [0] Days.		0
The Date of Completion as of the date of this Change Order therefore is:		June 30, 2017

Contractor: RAYMOND KLERKS — **Name (Printed)** — **Signature** — 03/27/17 — **Date**

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend for your acceptance.

	Name (Printed)	Signature	Date
Architect:	IBI Group, Inc.		3/30/2017
Const. Mgt. Rep.:	Colombo Construction		3.29.17
Bond Planning PM:	Maas Companies		3/29/17
Inspector of Record:	~~Jeff Roberson~~		3/29/17
Owner:	Christina Giraldo Asst Supt Business + Support Svcs		

cc:

ITEM CO.:

Requested by:	District
Reference	Exhibit "A"
Justification	C/3
Time Extension	0 Days

ADD/DEDUCT: $ 11,782.30

TOTAL CHANGE ORDER AMOUNT: **$ 11,782.30**

CODE LEGEND*

A	SITE COST, UNFORESEEN FIELD CONDITION
B	SITE COST, ERROR AND/OR OMISSION
C	SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
D	SITE COST, AGENCY OR CODE REVISION
E	SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
F	BUILDING COST, UNFORESEEN FIELD CONDITION
G	BUILDING COST, ERROR AND/OR OMISSION
H	BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
J	BUILDING COST, AGENCY OR CODE REVISION
K	BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
L	CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted to avoid confusion with "1"

1	CONTRACTOR GENERATED
2	CONSTRUCTION MANAGER GENERATED
3	ARCHITECT/ENGINEER GENERATED
4	DISTRICT GENERATED
5	INSPECTOR OR AGENCY GENERATED

10. CONSTRUCTION ADMINISTRATION

10.13 Approval to enter into Change Order #9 to the Agreement with Angeles Contractors, Inc. for Additional New Windows, Rebar Depth Revisions, D & L Window Infills, and Locker Storage at Burroughs High School

BACKGROUND INFORMATION: In response to a grant received from the Department of Defense (DoD) – Office of Economic Adjustment (OEA) for modernization of Sherman E. Burroughs High School, the district initiated design and construction phase services to complete execution of the project. During the course of construction, certain structural infill elements at abandoned window openings were found to be required but not identified in the drawings as well as certain window replacements were needed but not identified in the drawings. Additionally, reinforcing bar changes were required by the structural engineer. New storefront windows at the athletic office were also required due to failure from age and corrosion, but not included in the construction documents.

CURRENT CONSIDERATIONS: Although approval of a prior change order for windows has been received, the storefront windows at the athletic office were not included in that change order. Also, concrete reinforcing bar was required by the structural engineer to be imbedded and epoxied at a greater depth than the contract documents identified. In addition, wall openings where windows to be demolished were located were not identified for infill, but such is required. The design consultants provided appropriate details and specifications for such work accordingly. The district has proceeded to solicit and to vet specific quotes from the relevant prime trade contractor, Angeles Contractors, Inc.

FINANCIAL IMPLICATIONS: Authorization is requested to amend the contract with Angeles Contractors, Inc. as follows:

Angeles Contractors, Inc. – General Trades - Base Contract:	$ 3,813,000.00
Prior Change Orders	$ 371,889.39
Proposed Change Order #9	$ 38,803.40
Total New Contract Amount	$ 4,223,692.79

Funding for this expense shall be 80% from Burroughs High School DoD grant funds and 20% from district matching funds including the Fund 40.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends that the board approve Change Order #9 to add the work described therein to the agreement with Angeles Contractors, Inc. as presented.

CHANGE ORDER

Distribution to:

☑ OWNER	☑ INSPECTOR
☑ ARCHITECT	☑ DSA
☑ CONTRACTOR	☐ CITY AGENCY
☑ FIELD	☑ OTHER

PROJECT:	Sierra Sands Unified School District	CHANGE ORDER NO.:	9
	Project Name: Burroughs High School Modernization 500 N. French Avenue Ridgecrest, CA 93555	DATE OF ISSUANCE:	April 20, 2017
TO:	ANGELES CONTRACTOR, INC. 8461 Commonwealth Ave Buena Park, CA 90621	PROJECT NO.: DSA APPL. # CONTRACT FOR:	220001 A-03-116612 Add'l Windows/ Rebar Depth Revisions/ D & L Window Infills/ Locker Storage
	Bid Category: GENERAL TRADES	CONTRACT DATE:	March 4, 2016
		C-CONTRACT NO.:	

Action: Request the Board of Trustees approve the contract changes contained in the below referenced Exhibits.

You are directed to make the following changes in this Contract:
Reference attached Change Order Item.

EXHIBIT	CONTRACTOR COR #		COST
EXHIBIT A	RFP/COR: 57/54	Proposal = $	33,480.24
EXHIBIT B	RFP/COR: 38R/63	Proposal = $	1,195.18
EXHIBIT C	RFP/COR: 55/61	Proposal = $	981.47
EXHIBIT D	RFP/COR: 52/31	Proposal = $	2,563.23
EXHIBIT E	RFP/COR: 49/26	Proposal = $	583.28
		Total CO Amount: $	38,803.40

Not valid until signed by the Owner, Architect and Contractor.
Signature of Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum was	$	3,813,000.00
Net change by previously authorized Change Orders	$	371,889.39
The Contract Sum prior to this Change Order was	$	4,184,889.39
The Contract Sum will be increased (decreased) by this Change Order	$	38,803.40
The new Contract Sum including this Change Order will be	$	4,223,692.79
The Contract Time will be changed by [0] Days.		0
The Date of Completion as of the date of this Change Order therefore is:		June 30, 2017

Contractor: JORGE TORETE — Name (Printed) | Signature | 3/27/17 — Date

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend for your acceptance. RBB TAKES NO EXCEPTION TO DISTRICT APPROVAL OF THIS C.O.

	Name (Printed)	Signature	Date
Architect:	RBB Architects, Inc.		3-28-17
Const. Mgt. Rep.:	Colombo Construction		3.28.17
Bond Planning PM:	Maas Companies		3/28/17
Inspector of Record:	Jeff Roberson		3.28.17
Owner:	Christina Giraldo Asst Supt Business + Support Svcs		

ITEM CO.:

Requested by:	District
Reference	Exhibit A
Justification	H/3
Time Extension	0 Days
Requested by:	District
Reference	Exhibit B
Justification	G/3
Time Extension	0 Days
Requested by:	District
Reference	Exhibit C
Justification	F/4
Time Extension	0 Days
Requested by:	District
Reference	Exhibit D
Justification	C/4
Time Extension	0 Days
Requested by:	District
Reference	Exhibit E
Justification	J/3
Time Extension	0 Days

ADD/DEDUCT: $ 38,803.40

TOTAL CHANGE ORDER AMOUNT: $ **38,803.40**

CODE LEGEND*

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- D SITE COST, AGENCY OR CODE REVISION
- E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- F BUILDING COST, UNFORESEEN FIELD CONDITION
- G BUILDING COST, ERROR AND/OR OMISSION
- H BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- J BUILDING COST, AGENCY OR CODE REVISION
- K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- L CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted to avoid confusion with "1"

- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

10. CONSTRUCTION ADMINISTRATION

10.14 Authorization to Enter into Change Order #5 to the Agreement with Hi Desert Construction, Inc. for Increase in Scope to Fireproof the Corridors at Buildings L and D at Burroughs High School

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-one million dollars for the modernization of Sherman E. Burroughs High School (BHS). In response to that grant, the district initiated design and construction phase services to complete execution of the project. As part of the course of construction, the corridors were required to be caulked to meet the fire rating for the exit-way corridors. This additional work was not included in any of the prime trade contracts as bid and awarded. The work is necessary to complete the project.

CURRENT CONSIDERATIONS: In order to fireproof the building exit corridors in accordance with DSA and building code requirements for a rated exit-way, special materials, and labor are required. The design consultants have provided appropriate specifications and received regulatory approvals for such work accordingly. The district has proceeded to solicit and vet time and material documentation from the drywall, framing, and insulation prime trade contractor, Hi Desert Construction, Inc. Time is of the essence in this regard, as meeting the construction schedule is critical.

FINANCIAL IMPLICATIONS: Authorization is requested to amend the contract with Hi Desert Construction, Inc. as follows:

Hi Desert Construction, Inc. – Drywall, Framing, and Insulation – Base Contract:

	$ 728,807.00
Prior Approved Change Orders	$ 124,725.93
Proposed Change Order #5	$ 10,636.52
Total New Contract Amount	$ 864,169.45

Funding for this expense shall be 80% from the Burroughs High School DoD grant funds and 20% from district matching funds including the IKSFA fund.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends that the board approve Change Order #5 to add the work described therein to the agreement with Hi Desert Construction, Inc. for the fireproofing of the corridors in buildings D and L as presented.

CHANGE ORDER

Distribution to:

☑ OWNER	☑ INSPECTOR
☑ ARCHITECT	☑ DSA
☑ CONTRACTOR	☐ CITY AGENCY
☑ FIELD	☑ OTHER

PROJECT:	Sierra Sands Unified School District	**CHANGE ORDER NO.:**	**5**
	Project Name: Burroughs High School Modernization 500 N. French Avenue Ridgecrest, CA 93555	**DATE OF ISSUANCE:**	**April 20, 2017**
TO:	**HI DESERT CONSTRUCTION** 310 FROST LANE RENO, NV 89511	**PROJECT NO.:** **DSA APPL. #** **CONTRACT FOR:**	**220001** **A-03-115512** **Fireproofing Walls at Corridors Bldgs. D & L**
	Bid Category: Drywall-Framing - Insulation	**CONTRACT DATE:**	**January 21, 2016**
		C-CONTRACT NO.:	

Action: ***Request the Board of Trustees approve the contract changes contained in the below referenced Exhibits.***

You are directed to make the following changes in this Contract:
Reference attached Change Order Item.

EXHIBIT	CONTRACTOR COR	#		COST
EXHIBIT A	COR	50	Proposal =	$10,636.52

Total CO Amount: **$10,636.52**

Not valid until signed by the Owner, Architect and Contractor.
Signature of Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum was	$	728,807.00
Net change by previously authorized Change Orders	$	124,725.93
The Contract Sum prior to this Change Order was	$	853,532.93
The Contract Sum will be increased (decreased) by this Change Order	$	10,636.52
The new Contract Sum including this Change Order will be	$	864,169.45
The Contract Time will be changed by [0] Days.		0
The Date of Completion as of the date of this Change Order therefore is:		June 30, 2017

Contractor:

Name (Printed)	**Signature**	**Date**

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend for your acceptance.

	Name (Printed)	Signature	Date
Architect:	RBB Architects, Inc.		4-4-17
Const. Mgt. Rep.:	Colombo Construction	M. Cyl	4.4.17
Bond Planning PM:	Maas Companies	Dave	4/4/17
Inspector of Record:	Jeff Roberson	JR	4.4.17
Owner:	Christina Giraldo Asst Supt Business + Support Svcs		

cc:

ITEM CO.:

Requested by:	District
Reference	Exhibit A
Justification	G/3
Time Extension	0 Days

ADD/DEDUCT: $ 10,636.52

TOTAL CHANGE ORDER AMOUNT: **$ 10,636.52**

CODE LEGEND*

A	SITE COST, UNFORESEEN FIELD CONDITION
B	SITE COST, ERROR AND/OR OMISSION
C	SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
D	SITE COST, AGENCY OR CODE REVISION
E	SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
F	BUILDING COST, UNFORESEEN FIELD CONDITION
G	BUILDING COST, ERROR AND/OR OMISSION
H	BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
J	BUILDING COST, AGENCY OR CODE REVISION
K	BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
L	CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted to avoid confusion with "1"

1	CONTRACTOR GENERATED
2	CONSTRUCTION MANAGER GENERATED
3	ARCHITECT/ENGINEER GENERATED
4	DISTRICT GENERATED
5	INSPECTOR OR AGENCY GENERATED

10. CONSTRUCTION ADMINISTRATION

10.15 Authorization to Enter into Change Order #1 with Elite Landscape Construction, Inc. to Provide and Install Additional Materials at the New Murray Middle School Site

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-nine million dollars for the construction of a new Murray Middle School. In response to that grant, the district has initiated design and construction phase services to complete execution of the project. Having received approval from the Division of the State Architect and the Sierra Sands Board of Trustees to commence construction of the project, prime trade contractors commenced construction on the site. As an element of the construction landscape irrigation, planting materials and installation commenced.

CURRENT CONSIDERATION: Subsequent to the initial installation of materials and installation of the landscape irrigation, actual field conditions revealed that the extent of the work was greater than graphically presented in the construction documents. Research revealed that the landscape architect had executed his documents in a 30" x 42" format. Those drawings were inadvertently reduced to match the 24" x 36" format of the architectural and engineering drawings composing the remainder of the project. As a result, during bidding, as the difference was not readily detectable to the bidders, pricing by the prime was based on scaling down the landscape drawings.

FINANCIAL IMPLICATIONS: Authorization is requested to amend the contract with Elite Landscape Construction, Inc. as follows:

Elite Landscape Construction, Inc. – Landscape & Irrigation - Base Contract:

	$ 470,000.00
Proposed Change Order #1	$ 23,160.00
Total New Contract Amount	$ 493,160.00

Funding for this expense shall be 80% from the Murray Middle School DoD grant funds and 20% from district matching funds including Fund 35.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends that the board approve Change Order #1 to add the work described therein to the agreement with Elite Landscape Construction, Inc. for the materials and installation of additional irrigation at the new Murray Middle School construction site.

CHANGE ORDER

Distribution to:

☑ OWNER	☑ INSPECTOR
☑ ARCHITECT	☑ DSA
☑ CONTRACTOR	☐ CITY AGENCY
☑ FIELD	☑ OTHER

PROJECT:	Sierra Sands Unified School District **Project Name:** New Murray Middle School 200 E. Drummond Avenue Ridgecrest, CA 93555	**CHANGE ORDER NO.:** **DATE OF ISSUANCE:**	**1** **April 20, 2017**
TO:	**ELITE LANDSCAPE CONSTRUCTION, INC.** 2972 Larkin Avenue Clovis, CA 93612 **Bid Category: LANDSCAPE & IRRIGATION**	**PROJECT NO.:** **DSA APPL. #** **CONTRACT FOR:** **CONTRACT DATE:** **C-CONTRACT NO.:**	**210001** **A-03-116198** **Landscape Drawings - Scaling Correction** **January 21, 2016**

Action: ***Request the Board of Trustees approve the contract changes contained in the below referenced Exhibits.***

You are directed to make the following changes in this Contract:
Reference attached Change Order Item.

EXHIBIT	CONTRACTOR COR	#		COST
EXHIBIT A	PCO#	03	Proposal =	$23,160.00
			Total CO Amount:	**$23,160.00**

Not valid until signed by the Owner, Architect and Contractor.
Signature of Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum was	$	470,000.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	470,000.00
The Contract Sum will be increased (decreased) by this Change Order	$	23,160.00
The new Contract Sum including this Change Order will be	$	493,160.00
The Contract Time will be changed by [0] Days.		0
The Date of Completion as of the date of this Change Order therefore is:		June 30, 2017

Contractor: Rigoberto Arce — **Name (Printed)** | **Signature** | 3-30-2017 — **Date**

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend for your acceptance.

	Name (Printed)	Signature	Date
Architect:	IBI Group, Inc.		
Const. Mgt. Rep.:	Colombo Construction		
Bond Planning PM:	Maas Companies		
Inspector of Record:	Mike Sitts		
Owner:	Christina Giraldo Asst Supt Business + Support Svcs		

cc:

ITEM CO.:

Requested by:	District
Reference	Exhibit "A"
Justification	B/3
Time Extension	0 Days

ADD/DEDUCT: $ 23,160.00

TOTAL CHANGE ORDER AMOUNT: **$ 23,160.00**

CODE LEGEND*

A	SITE COST, UNFORESEEN FIELD CONDITION
B	SITE COST, ERROR AND/OR OMISSION
C	SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
D	SITE COST, AGENCY OR CODE REVISION
E	SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
F	BUILDING COST, UNFORESEEN FIELD CONDITION
G	BUILDING COST, ERROR AND/OR OMISSION
H	BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
J	BUILDING COST, AGENCY OR CODE REVISION
K	BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
L	CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted to avoid confusion with "1"

1	CONTRACTOR GENERATED
2	CONSTRUCTION MANAGER GENERATED
3	ARCHITECT/ENGINEER GENERATED
4	DISTRICT GENERATED
5	INSPECTOR OR AGENCY GENERATED

10. CONSTRUCTION ADMINISTRATION

10.16 Approval to Enter into Change Order #3 to the Agreement with Innovative Construction Solutions to Modify the Grading at the Drop-off Loops at the New Murray Middle School

BACKGROUND INFORMATION: In response to a grant received from the Department of Defense (DoD) – Office of Economic Adjustment (OEA) to construct a new Murray Middle School, the district initiated design and construction phase services to complete execution of the project. As part of the City of Ridgecrest review of the project, which has been ongoing, the city determined that more vehicles needed to be accommodated at the student drop-off loop entering campus.

CURRENT CONSIDERATIONS: In order to accommodate more vehicles on the site for student drop-off queuing and parking, the drop-off loop as designed necessarily becomes longer in length. As part of the revision, the prime trade contractor (PTC) was required to increase rough and finish grading of the loop for that accommodation. This work was not in the construction documents as bid and awarded. The Architect/Engineer (AE) provided revisions to the construction documents accordingly and the PTC provided a proposal to accomplish the work. The construction manager, project manager, and AE reviewed and vetted the proposal and agreed that it is in keeping with the work required.

FINANCIAL IMPLICATIONS: Authorization is requested to amend the contract with Innovative Construction Solutions as follows:

Innovative Construction Solutions – Soil Remediation/Earthwork/Site Demolition -	
Base Contract:	$1,553.700.00
Prior Approved Change Orders	$ 462,201.23
Proposed Change Order #3	$ 32,268.59
Total New Contract Amount	$2,048,169.82

Funding for this expense shall be 80% from the Murray Middle School DoD grant funds and 20% from district matching funds including Fund 35.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve Change Order #3 to add the work described therein to the agreement with Innovative Construction Solutions for modification of grading at the new Murray Middle School site.

CHANGE ORDER

Distribution to:

☑ OWNER	☑ INSPECTOR
☑ ARCHITECT	☑ DSA
☑ CONTRACTOR	☐ CITY AGENCY
☑ FIELD	☐ OTHER

PROJECT:	Sierra Sands Unified School District **Project Name:** New Murray Middle School 200 E. Drummond Avenue Ridgecrest, CA 93555	**CHANGE ORDER NO.:** **DATE OF ISSUANCE:**	**3** **April 20, 2017**
TO:	**INNOVATIVE CONSTRUCTION SOLUTIONS** 4011 West Chandler Avenue Santa Ana, CA **Bid Category: SOIL REMEDIATION, EARTHWORK, & SITE DEMOLITION**	**PROJECT NO.:** **DSA APPL. #** **CONTRACT FOR:** **CONTRACT DATE:** **C-CONTRACT NO.:**	**210001** **A-03-116198** **Modified Drop-off Loop Grading** **November 19, 2015**

Action: ***Request the Board of Trustees approve the contract changes contained in the below referenced Exhibits.***

You are directed to make the following changes in this Contract:
Reference attached Change Order Item.

EXHIBIT	CONTRACTOR COR	#		COST
EXHIBIT A	COR#	12	Proposal =	$21,577.81
EXHIBIT B	COR#	08	Proposal =	$10,690.78
			Total CO Amount:	**$32,268.59**

Not valid until signed by the Owner, Architect and Contractor.
Signature of Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum was	$	1,553,700.00
Net change by previously authorized Change Orders	$	462,201.23
The Contract Sum prior to this Change Order was	$	2,015,901.23
The Contract Sum will be increased (decreased) by this Change Order	$	32,268.59
The new Contract Sum including this Change Order will be	$	2,048,169.82
The Contract Time will be changed by [0] Days.		0
The Date of Completion as of the date of this Change Order therefore is:		June 30, 2017

Contractor:	Justin Gough		3/30/17
	Name (Printed)	**Signature**	**Date**

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend for your acceptance.

	Name (Printed)	Signature	Date
Architect:	IBI Group, Inc.		4/7/2017
Const. Mgt. Rep.:	Colombo Construction		4.5.17
Bond Planning PM:	Maas Companies		4/5/17
Inspector of Record:	~~Jeff Roberson~~		4/5/17
Owner:	Christina Giraldo Asst Supt Business + Support Svcs		

cc:

ITEM CO.:

Requested by:	District
Reference	Exhibit "A"
Justification	C/3
Time Extension	0 Days
Requested by:	District
Reference	Exhibit "B"
Justification	C/3
Time Extension	0 Days

ADD/DEDUCT: $ 32,268.59

TOTAL CHANGE ORDER AMOUNT: **$ 32,268.59**

CODE LEGEND*

A	SITE COST, UNFORESEEN FIELD CONDITION
B	SITE COST, ERROR AND/OR OMISSION
C	SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
D	SITE COST, AGENCY OR CODE REVISION
E	SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
F	BUILDING COST, UNFORESEEN FIELD CONDITION
G	BUILDING COST, ERROR AND/OR OMISSION
H	BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
J	BUILDING COST, AGENCY OR CODE REVISION
K	BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
L	CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted to avoid confusion with "1"

1	CONTRACTOR GENERATED
2	CONSTRUCTION MANAGER GENERATED
3	ARCHITECT/ENGINEER GENERATED
4	DISTRICT GENERATED
5	INSPECTOR OR AGENCY GENERATED

10. CONSTRUCTION ADMINISTRATION

10.17 Approval to Enter into Amendment #2 to the Agreement with JMI for Inspector of Record Services for the New Murray Middle School to Extend the Term of Inspection at the Modular Manufacturing Facility

BACKGROUND INFORMATION: In response to a grant received from the Department of Defense (DoD) – Office of Economic Adjustment (OEA), the district commenced construction of a new Murray Middle School. The Murray school structures are designated to be executed as Custom Permanent Modular Construction. Fabrication of all structures, therefore, occurs in the selected manufacturer's central manufacturing facility. As a requirement of the Division of the State Architect, the district has commissioned the services of a certified Class One Inspector of Record to observe and to report on the construction of all modular units built within the manufacturer's facility.

CURRENT CONSIDERATION: With guidance from counsel, an agreement was reached with JMI, Inc. to execute Inspector of Record services at the Murray site in Ridgecrest, which received the approval of the board on October 16, 2014. Subsequently, the decision to construct the school structures as Custom Permanent Modular Construction was made by the district. Thereby, the district has required JMI, Inc. to provide a full time, Class One Inspector of Record for the observation and reporting at the manufacturing facility. The original amendment to the agreement was for a period of 6 months duration; however, receipt of a recently updated schedule from the modular manufacturer reveals that the inspection period required is 7 months. One month additional services are required.

FINANCIAL IMPLICATIONS: The fixed fee amount of the amendment for the one month additional factory-based portion of the project will be a lump sum of $14,213.00 for a total agreement amount of $99,492.98, which includes overhead, insurance, and reimbursable expenses. The district plans to use both the Murray DoD grant fund sources for 80% of the contract, as well as several other fund sources including IKSFA for the remaining 20% required to be provided by the district in the grant agreement.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that Amendment #2 to the agreement for Inspector of Record Factory Inspection Services with JMI, Inc. in support of the factory fabrication of modular units for the new Murray Middle School be approved as submitted.

JMI Consultants

40350 Paseo Del Cielo, Temecula, CA 92591
Phone (760) 412-2507 Fax (951) 694-8707
jeff@jmicinc.com

Cost Proposal Amendment

DATE: APRIL 5, 2017

TO:
Sierra Sands Unified School District
Attn: Steve Hubbard
113 Felspar Ave
Ridgecrest, Ca 93555

FOR:
Murray Middle School In-plant Inspection fees

DESCRIPTION			
Amendment to original contract for Inspection Services for the Murray Middle School project. This extension will be until May 31, 2017.			$14,213.00

11. BUSINESS ADMINISTRATION

11.1 Approval of Contract for Wireless and Internal Networking Equipment Supported by E-Rate

BACKGROUND INFORMATION: The Schools and Libraries Universal Service Support Mechanism, known as E-Rate, provides discounts to assist schools and libraries in the United States in obtaining wireless and internal networking equipment. These items fall under what is known as Category Two for E-Rate funding. E-Rate provides discounts ranging from 20 to 90 percent depending on the level of poverty and urban/rural status. Currently, Sierra Sands receives an aggregate discount of 80 percent for all eligible services and equipment.

CURRENT CONSIDERATIONS: Category Two funding allows for a five year budget that has the flexibility to either be spent all in one year, or spread out over any of the five years. Since the funding is not guaranteed to be there for the full five year cycle of the budget, Sierra Sands has elected to utilize the full amount of the budget in the 2017-18 school year. This approach will allow the district to address current infrastructure needs as well as addressing future needs with equipment and product warranties covering the equipment for five years. The wireless and networking equipment upgrades will help assist in better supporting the district's Chromebook roll-out, State testing, and general daily operations. A Request for Proposals was sent out, according to the formal procedures established by the district and USAC for E-Rate. A total of 3 proposals were received by the due date of January 24, 2017, of which two were non-responsive.

FINANCIAL CONSIDERATIONS: The qualified proposal received from AMS NET is for a total of $698,804.79. After E-Rate discounts the total cost to the district will be $168,000.00. This amount includes the 20% discounted cost ($139,760) as well as some additional equipment to ensure the district's maximizing of upgrade efforts ($28,239).

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contract with AMS NET for the purchase of wireless and internal networking equipment in the amount of $168,000.00.

11. BUSINESS ADMINISTRATION

11.2 Approval of Resolution #30 1617 Authorizing the District to Seek Funding for Purchase of Replacement School Bus

BACKGROUND INFORMATION: The primary goal of the Lower Emission School Bus Program is to reduce school children's exposure to both cancer-causing and smog-forming pollution. This has been accomplished by making funding available for either bus replacement or retrofits. California's Air Resource Board allows additional flexibility in replacing buses with AB 923 funds under the Carl Moyer incentive program.

CURRENT CONSIDERATIONS: Sierra Sands has received notification from the Eastern Kern Air Pollution Control District (EKAPCD) that the district is eligible for one replacement bus this school year. The EKAPCD has funding available toward the replacement of the district's Bus #32, a 1990 Blue Bird, 14/5 passenger school bus. The board had previously approved replacement of Bus #30, a 1987 Blue Bird, 35-passenger school bus. However, replacement of this bus was rendered ineligible by the EKCAPCD, as grant funds were used to retrofit the bus within the last 5 years.

FINANCIAL CONSIDERATIONS: The Eastern Kern Air Pollution Control District will pay a maximum of $110,000 for a replacement bus. Any cost over and above the $110,000.00 will be the responsibility of the district. The current quote for a 2017 International, 37-passenger school bus with a variable of four wheelchair stations is $138,027.35, including sales tax, leaving a balance to the district of $28,027.35. A condition of the funding is that the replaced school bus must be destroyed.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt Resolution #30 1617 authorizing district staff to apply for funds under the Eastern Kern Air Pollution Control District funding for a replacement bus as presented and to approve payment of up to $28,027.35 as the district's share of the cost.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #30 1617

A RESOLUTION BEFORE THE BOARD OF EDUCATION OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT ALLOWING THE DISTRICT TO SEEK FUNDING FOR SCHOOL BUS REPLACEMENT

RESOLVED, by the Board of Education of the Sierra Sands Unified School District as follows:

WHEREAS: Funds have been appropriated by the Eastern Kern Air Pollution Control District through DMV AB 923, which can be used to replace older high emitting school buses with model year 2010 or newer lower emitting school buses under the provisions of the Lower Emission School Bus Program

WHEREAS: Sierra Sands Unified School District has been identified as being eligible for funding to replace a 1990 Blue Bird 14/5-passenger school bus

WHEREAS: The Eastern Kern Air Pollution Control District has budgeted funds in fiscal year 2016-17 of at least $110,000.00 for costs associated with replacing SSUSD Bus #32

WHEREAS: Sierra Sands Unified School District will be responsible for any additional costs associated with replacing the 1990 Blue Bird bus above the grant funds awarded

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Sierra Sands Unified School District Board of Education authorize the superintendent or designee to apply for the Eastern Kern Air Pollution Control District funding and, if successful, enter into a contract with the Eastern Kern Air Pollution Control District.

BE IT ALSO RESOLVED that the superintendent or designee of Sierra Sands Unified School District is hereby authorized and empowered to

execute in the name of Sierra Sands Unified School District all necessary documents to implement and carry out the purpose of this resolution.

I hereby certify that the foregoing resolution was duly adopted at the meeting of the Board of Education of the Sierra Sands Unified School District duly held on the 20th day of April, 2017 on a motion of_____, seconded by_____, and by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY_____
Ernie Bell
Secretary, Board of Education
Sierra Sands Unified School District

11. GENERAL ADMINISTRATION

11.3 Approval of Resolution #31 1617 for the District to Participate in the California School Cash Reserve Program Enabling District to Issue Tax & Revenue Anticipation Notes (TRANs)

BACKGROUND INFORMATION: Current construction activities are ramping up in an effort to complete both Burroughs High School and Murray Middle School construction by the start of the new 2017-18 school year. The DoD grants that enable the district to engage in these projects are structured so that all expenditures are paid 100% up front by the district. Once a district claim for expenditure is received and processed the DoD – Office of Economic Adjustment reimburses the district 80% of claimed expenditures after the fact while the district pays the remaining 20%. Because of this often lengthy process, even though funds are anticipated to be available to complete construction at both schools, Sierra Sands Unified School District may experience cash flow difficulties in the 2017-18 fiscal year.

CURRENT CONSIDERATIONS: To cover cash flow needs that exceed available district funds, the district anticipates the need to borrow $5M in the form of a Tax & Revenue Anticipation Note or TRAN. TRANs are short-term debt instruments issued by school districts throughout the state to create an additional reserve to the general fund. This reserve will act as a cushion to the general fund in the event that the district experiences temporary cash flow needs. The note is structured so that the district can draw against the funds, as needed, to meet expenditures. By passing the resolution before the board, the district will have the opportunity to participate in the California School Cash Reserve Program sponsored by the California School Boards Association Finance Corporation. The program consistently issues Tax and Revenue Anticipation Notes (TRAN) for more than half of all California school districts, community college districts, and county offices of education that issue TRANs. Through our participation in the program, our district will issue a tax-exempt note. The proceeds from the sale of this note are invested in a taxable investment.

FINANCIAL IMPLICATIONS: To be determined. The pricing of the issue is anticipated to occur in mid-June. At that time the interest rate on the notes will be locked in. Closing of the issue will occur in early July at which time the district will have access to the proceeds of the TRAN available to meet temporary cash flow needs. The note is expected to be repaid by the end of the 2017-18 school year.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt Resolution #31 1617 authorizing staff to proceed to the next step in the TRAN process and take part in the California School Cash Reserve Program. Adoption of the resolution does not obligate the district to participate in the program. The resolution delegates to the administration the right to decide on participation prior to the time of TRAN issuance.

THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

DISTRICT RESOLUTION #31 1617

NAME OF DISTRICT: SIERRA SANDS UNIFIED SCHOOL DISTRICT*

LOCATED IN: COUNTY OF KERN

MAXIMUM AMOUNT OF BORROWING: $5,000,000

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2017-2018 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2017-2018 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2018 ("Fiscal Year 2017-2018") by the issuance of its 2017-2018 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal

* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

Year 2017-2018 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;** and

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 1080, Section 42647, Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2017-2018 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2017-2018 which will be received by or will accrue to the District during such fiscal year for the general

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** Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2017-2018 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

WHEREAS, due to uncertainties existing in the financial markets, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Jaffray & Co., as underwriter for the Program (the "Underwriter"), and Dale Scott & Company, as financial advisor for the Program (the "Financial Advisor"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter and the Financial Advisor to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the

"Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit Provider") designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Credit Agreement") identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Certificate Purchase Agreement") to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the "Bond Pool Structure"), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the "Authority") pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Note Purchase Agreements"), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer's series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter and the Financial Advisor, will form one or more pools of notes of each participating Issuer (the "Pooled Notes") and assign each respective series of notes to a particular pool (the "Pool") and sell a series of senior bonds (each a "Series of Senior Bonds") and, if desirable, a corresponding series of subordinate bonds (each a "Series of Subordinate Bonds" and collectively with a Series of Senior Bonds, a "Series of Pool Bonds") secured by each Pool pursuant to an indenture and/or a supplement thereto

(the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter and the Financial Advisor, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement

or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2017-2018 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2017-2018 [Subordinate]** Tax and Revenue Anticipation Notes, Series __" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"),

* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."
** A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2017-2018 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the

discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2017-2018 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and

the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers of the District if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

(C) Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2017-2018, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Trust Agreement

or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as hereinafter defined) to check on behalf of the District the "Yes" box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars ($5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2017 (or the date of adoption of this Resolution if after May 1, 2017) through June 15, 2018 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes

are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.,* the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation),

with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For

purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter, the Financial Advisor and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized

Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault

Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Dale Scott & Company (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as financial advisor for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, Piper Jaffray & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Financial Advisor (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust

Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar year 2017 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2017, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars ($15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2017, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars ($5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2018 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2018, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars ($15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2018, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars ($5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the balance in the related Proceeds Subaccount attributable to cash flow

borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Series of Pool Bonds) is not Tax-Exempt.

Section 8. Source of Payment.

(A) Pledge. The term "Unrestricted Revenues" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2017-2018 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues

to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the

Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

(1) with respect to all Series of Senior Notes:

a. first, to pay interest with respect to all Series of Senior Notes pro-rata;

b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;

c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);

d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);

e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;

(2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;

(3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and

(4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment

agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief

financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for

cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2017-2018 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2017-2018 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2017-2018, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2011-2012 through Fiscal Year 2015-2016, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at

least eighty-five percent (85%) of such amount for Fiscal Years 2016-2017 and 2017-2018, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases

and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2017 (the "Fiscal Year 2016-2017") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2016-2017 or Fiscal Year 2017-2018 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2017-2018.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2017-2018 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish

and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2017-2018 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies

which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is

implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power

or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;

b. Unscheduled draws on debt service reserves reflecting financial difficulties;

c. Unscheduled draws on credit enhancements reflecting financial difficulties;

d. Substitution of credit or liquidity providers, or their failure to perform;

e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);

f. Tender offers;

g. Defeasances;

h. Rating changes; or

i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;

b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;

c. Optional, contingent or unscheduled bond calls;

d. Release, substitution or sale of property securing repayment of such Series of Notes;

e. Non-payment related defaults;

f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or

g. Appointment of a successor or additional Trustee or the change of name of a Trustee.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates 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. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District's obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a "Listed Event"), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and

issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrepealable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A
FORM OF NOTE

R-1 $_____

_____ DISTRICT/_____ BOARD OF EDUCATION

COUNTY OF _____, CALIFORNIA

2017-2018 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES __

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

Interest Rate	Maturity Date
___%	_____, 20__

First Repayment Period	Second Repayment Period	Third Repayment Period	Fourth Repayment Period	Fifth Repayment Period
__% of the total of [principal] [interest] [principal and interest] due at maturity	__% of the total of [principal] [interest] [principal and interest] due at maturity	__% of the total of [principal] [interest] [principal and interest] due at maturity	__% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 20__ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest

* To bear this designation if this Note is a Series of Subordinate Notes.

** Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

payment date or to pay the principal of or interest on this Note on the maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]**

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2017-2018 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged Revenues to be deposited

* This paragraph is applicable only if the Note is issued by the District.
** This paragraph is applicable only if the Note is issued by the County.

therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

* Applicable only if the Note is issued by the County.

RESOLUTION CERTIFICATE

I, Amy Castillo-Covert, Clerk of the Governing Board of Sierra Sands Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Sierra Sands Unified School District duly and regularly held at the regular meeting place thereof on the __ day of _____, 2017, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 113 Felspar Avenue, Ridgecrest, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and 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.

The Maximum Amount of Borrowing specified in the foregoing resolution is $5,000,000.

Dated:_____ ____, 2017

_____
Amy Castillo-Covert
Clerk of the Governing Board
of Sierra Sands Unified School District

RESOLUTION CERTIFICATE

I, Amy Castillo-Covert, Clerk of the Governing Board of Sierra Sands Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Sierra Sands Unified School District duly and regularly held at the regular meeting place thereof on the __ day of _____, 2017, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Dated:_____ ____, 2017

_____
Amy Castillo-Covert
Clerk of the Governing Board
of Sierra Sands Unified School District

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AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 113 Felspar Avenue, Ridgecrest, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and 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.

The Maximum Amount of Borrowing specified in the foregoing resolution is $5,000,000.

Dated:_____ ____, 2017

_____
Amy Castillo-Covert
Clerk of the Governing Board
of Sierra Sands Unified School District

RESOLUTION CERTIFICATE

I, Amy Castillo-Covert, Clerk of the Governing Board of Sierra Sands Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Sierra Sands Unified School District duly and regularly held at the regular meeting place thereof on the __ day of _____, 2017, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 113 Felspar Avenue, Ridgecrest, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and 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.

The Maximum Amount of Borrowing specified in the foregoing resolution is $5,000,000.

Dated:_____ ____, 2017

_____
Amy Castillo-Covert
Clerk of the Governing Board
of Sierra Sands Unified School District

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

Sierra Sands Unified School District

By_____
Tim Johnson
Title: Board President

[(SEAL)]

Countersigned

By_____
Amy Castillo-Covert
Title: Board Clerk

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

Sierra Sands Unified School District

By_____
Tim Johnson
Title: Board President

[(SEAL)]

Countersigned

By_____
Amy Castillo-Covert
Title: Board Clerk

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Sierra Sands Unified School District

By_____
Tim Johnson
Title: Board President

[(SEAL)]

Countersigned

By_____
Amy Castillo-Covert
Title: Board Clerk

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

Sierra Sands Unified School District

By_____
Tim Johnson
Title: Board President

[(SEAL)]

Countersigned

By_____
Amy Castillo-Covert
Title: Board Clerk

4.5 The following named persons are duly elected (or appointed), qualified and acting officers of the District presently holding the offices set forth opposite their respective names below and by execution hereof each certifies that the signatures of the other officers hereto are the genuine signatures of such officers (signatures of the officers executing the Note, the other Documents (as defined herein), Internal Revenue Service Form 8038-G and the Secretary's Certificate attached to the Resolution must appear below):

NAME	OFFICE	SIGNATURE
Tim Johnson	Board President	
Amy Castillo-Covert	Board Clerk	
Ernest M. Bell, Jr.	Superintendent	
Christina Giraldo	Assistant Superintendent of Business & Support Services	

4.5 The following named persons are duly elected (or appointed), qualified and acting officers of the District presently holding the offices set forth opposite their respective names below and by execution hereof each certifies that the signatures of the other officers hereto are the genuine signatures of such officers (signatures of the officers executing the Note, the other Documents (as defined herein), Internal Revenue Service Form 8038-G and the Secretary's Certificate attached to the Resolution must appear below):

NAME	OFFICE	SIGNATURE
Tim Johnson	Board President	
Amy Castillo-Covert	Board Clerk	
Ernest M. Bell, Jr.	Superintendent	
Christina Giraldo	Assistant Superintendent of Business & Support Services	

4.5 The following named persons are duly elected (or appointed), qualified and acting officers of the District presently holding the offices set forth opposite their respective names below and by execution hereof each certifies that the signatures of the other officers hereto are the genuine signatures of such officers (signatures of the officers executing the Note, the other Documents (as defined herein), Internal Revenue Service Form 8038-G and the Secretary's Certificate attached to the Resolution must appear below):

NAME	OFFICE	SIGNATURE
Tim Johnson	Board President	
Amy Castillo-Covert	Board Clerk	
Ernest M. Bell, Jr.	Superintendent	
Christina Giraldo	Assistant Superintendent of Business & Support Services	

4.5 The following named persons are duly elected (or appointed), qualified and acting officers of the District presently holding the offices set forth opposite their respective names below and by execution hereof each certifies that the signatures of the other officers hereto are the genuine signatures of such officers (signatures of the officers executing the Note, the other Documents (as defined herein), Internal Revenue Service Form 8038-G and the Secretary's Certificate attached to the Resolution must appear below):

NAME	OFFICE	SIGNATURE
Tim Johnson	Board President	
Amy Castillo-Covert	Board Clerk	
Ernest M. Bell, Jr.	Superintendent	
Christina Giraldo	Assistant Superintendent of Business & Support Services	

District: Sierra Sands Unified School District

Address: 113 Felspar Avenue

Ridgecrest, CA 93555

County: Kern

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Sierra Sands Unified School District

By _____

Name: Christina Giraldo
Title: Assistant Superintendent of Business & Support Services

District: Sierra Sands Unified School District

Address: 113 Felspar Avenue

Ridgecrest, CA 93555

County: Kern

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Sierra Sands Unified School District

By _____

Name: Christina Giraldo
Title: Assistant Superintendent of Business & Support Services

District: Sierra Sands Unified School District

Address: 113 Felspar Avenue

Ridgecrest, CA 93555

County: Kern

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Sierra Sands Unified School District

By _____

Name: Christina Giraldo
Title: Assistant Superintendent of Business & Support Services

District: Sierra Sands Unified School District

Address: 113 Felspar Avenue

Ridgecrest, CA 93555

County: Kern

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Sierra Sands Unified School District

By _____

Name: Christina Giraldo
Title: Assistant Superintendent of Business & Support Services

IN WITNESS WHEREOF, each of the Districts identified in Schedule I hereto has caused this Trust Agreement to be signed in its name by its duly authorized representative, and U.S. Bank National Association, as Trustee, to evidence its acceptance of the trust hereby created, has caused this Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Name:
Title:

Sierra Sands Unified School District

By: _____
Name: Christina Giraldo
Title: Assistant Superintendent of
Business & Support Services

11. BUSINESS ADMINISTRATION

11.4 Approval to Participate in the State of California Cooperative Purchasing Agreement for Lease of Copy Machines for Schools and Various Other District Sites with American Business Machines

BACKGROUND INFORMATION: Aside from the centralized printing function allowing for volume printing the district leases copiers that are located at sites throughout the district. The district has several copier leases of which the current one under consideration is in the last year of a 3-year lease and includes 27 copiers. To continue to provide copier services it was necessary to bid a copier lease.

CURRENT CONSIDERATIONS: A request for bids for lease copy machines for schools and various other district sites was advertised in *The Daily Independent* and *The Bakersfield Californian*. Bids were received from Cosner-Neipp Corporation and American Business Machines. The bids were opened by district staff on March 23, 2017 at 2:00 p.m. The results of the bid review determined that American Business Machines was the successful bidder. The district wishes to award the contract under the auspices of Public Contract Code Section 20118 which allows the school district to participate in cooperative purchasing agreements and utilize State of California NASPO Master Agreement 3091, Addendum #7-15-70-23 with American Business Machines. American Business Machines proposes replacing like equipment providing for copy machines that will copy at 25, 35, 45, and 51 copies per minute depending upon specific site requirements. The terms and conditions of this lease dictate that it will be 36 months in duration.

FINANCIAL IMPLICATIONS: The total cost of this lease for 36 months for 27 copiers is in the amount of $115,000.20

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize utilization of a cooperative purchasing contract under the auspices of the State of California – Nevada NASPO ValuePoint Master Agreement 3091, Addendum #7-15-70-23 for lease of copiers at schools and various district sites to American Business Machines as presented.

12. CONSENT CALENDAR

12.1 Approval of "A" and "B" Warrant

CURRENT CONSIDERATIONS: "A" and "B" warrants released in March 2017 are submitted for approval. "A" warrants totaled $1,896,632.82. "B" warrants totaled $8,532,789.73.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT'S RECOMMENDATION: Approve "A" and "B" warrants for March, 2017 as presented.

This list represents the "A" and "B" Warrants released in March 2017
The "A" and "B" warrant registers are available in the business office for your review.

RECOMMENDED ACTION: Approve "A" and "B" warrants as presented.

"A" WARRANTS

Type of Payroll	Amount
End of month certificated	$1,376,139.08
End of month classified	$429,414.43
10th of month certificated	$48,550.07
10th of month classified	$42,529.04
15th of month certificated	
15th of month classified	
Total "A" Warrants	$1,896,632.82

"B" WARRANTS

Register Number	**Amount**
253	$3,208.76
254	$218,581.18
255	$61,508.18
256	$37,194.96
257	$23,174.80
258	$9,025.78
259	VOID
260	$24,084.19
261	FOOD SERVICE
262	$2,710,898.40
263	$155,719.23
264	$240,201.25
265	$29,309.21
266	$180,049.88
267	$29,867.43
268	$5,067.77
269	$40,621.43
270	$4,257.84
271	$20,003.38
272	FOOD SERVICE
273	$283,402.30
274	$3,139,262.06
275	$23,391.88
276	$20,821.83
277	$14,370.31
278	$52,399.80
279	$6,385.50
280	$25,926.58
281	$14,580.63
282	$28,657.78

283		$44,824.01
284		$220,933.40
285		$29,523.19
286		$55,996.34
287		$318,231.63
288		$401,539.83
289		$55,197.85
290		APRIL
291		$4,571.14
	Total "B" Warrants	$8,532,789.73

12. CONSENT CALENDAR

12.2 Approval of the 2017-18 AVID (Advancement Via Individual Determination) Implementation Contract

BACKGROUND INFORMATION: The Elementary and Secondary Education Act (ESEA), as well as the principles of Common Core, place major emphasis upon professional development and the use of validated research based programs and strategies in order to improve student achievement and facilitate college readiness.

CURRENT CONSIDERATIONS: AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society. It is designed to increase school wide learning and performance. Sierra Sands has been participating in the AVID program for the past eight years with excellent results.

FINANCIAL IMPLICATIONS: The 2017-18 AVID implementation agreement includes site membership fees and subscriptions to AVID Weekly for Monroe, Murray, and Burroughs in the amount of $12,954.00. Local Control Funding Formula (LCFF) supplemental funding continues to be the appropriate fund source for this agreement.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education authorize the district to enter into the AVID Implementation Contract as presented.

AVID Center HQ
9246 Lightwave Ave
Suite 200
San Diego, CA 92123
Phone: (858) 380-4800
Fax: 1-800-915-6897

Quote: Sierra Sands Unified School District

To	From
Sierra Sands Unified School District	Pamela Specht
Michelle Savko	E-mail: pspecht@avidcenter.org
348 Rowe Street	Phone: 858-380-4725
Ridgecrest, CA 93555	

Summary

Total Amount:	**$12,954.00**	Quote ID:	QUO-08312-D8G7K9
Shipping Method:	FedEx	Date:	3/2/2017
Payment Terms:	Net 30		
Number of SI:		Number of Elementary Libraries:	
Number of Memberships:	3	Number of Middle Libraries:	
Number of AVID Weekly:	3	Number of High Libraries:	

Details

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Burroughs High School Program Level: Secondary	AVID WEEKLY	AVID Weekly Subscription	1.00	$519.00	$519.00
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	$3,799.00	$3,799.00
Site: James Monroe Middle School Program Level: Secondary	AVID WEEKLY	AVID Weekly Subscription	1.00	$519.00	$519.00

Site	Product ID	Product	Quantity	Price	Sub Total
Site: James Monroe Middle School Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	$3,799.00	$3,799.00
Site: Murray Middle School Program Level: Secondary	AVID WEEKLY	AVID Weekly Subscription	1.00	$519.00	$519.00
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	$3,799.00	$3,799.00

Pre Freight Amount	$12,954.00
Total Tax	$0.00
Total	**$12,954.00**

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

☐ Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Client Signature

Asst Supt of Bus. Services
Title

3/3/2017
Date

AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center"), and the client named in the Quote(s) ("Client").

Article I. Definitions

1.1 AVID College Readiness System Services and Products Agreement: The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

1.2 AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

(a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.

(b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.

(c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

1.3 AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4 AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5 AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6 AVID Programs: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7 Exhibit:

The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8 Payment Terms: The terms of when payment is due, as listed on the Quote.

1.9 Quote: The order document that is fully incorporated into this Agreement by reference.

1.10 AVID District Director: District leaders that coordinate the implementation of AVID Secondary and/or AVID Elementary at AVID Member Sites within their school system according to the AVID Methodologies. If Client implements AVID Elementary and/or AVID Secondary at any of its AVID Member Sites, then Client agrees to maintain, at its expense, at least one AVID District Director who will enroll in and complete, or have previously completed, the series of AVID District Leadership (ADL) trainings (as described in the corresponding Exhibit).

Article II. Period of Agreement

2.1 Term: The Term ("Term") of this Agreement shall be July 1, 2017 to June 30, 2018 unless earlier terminated as provided herein.

Article III. Licenses and Rights

3.1 Copyright License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2 Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.

3.3 Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4 Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5 Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6 Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7 Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8 Compliance With Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

3.9 Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

Article IV. Compensation

4.1 Quotes--Invoicing and Payment: During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

5.1 Independent Contractors: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

6.1 AVID Center Warranty: AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2 Client Warranty: Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

7.1 Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2 Termination Without Cause: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3 Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4 Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

8.1 Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

8.2 Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3 Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

8.4 Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.5 Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

8.6 Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

8.7 No Assignment, Delegation or Transfer: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

8.8 Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

8.9 Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

8.10 Non-Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11 Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format, they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center, a California Non-Profit Corporation 501(c)(3)	Sierra Sands Unified School District CA
Signature: AVID Center Authorized	Signature: Client Authorized
Printed or Typed Name	Christina Giraldo Printed or Typed Name
Title	Asst Sup Business Services Title of Designee
Date	3/17/17 Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

12. CONSENT CALENDAR

12.3 Approval of Perkins Career Technical Education Application for Funding for the 2017-18 School Year

BACKGROUND INFORMATION: The Carl D. Perkins Career and Technical Education Improvement Act of 2006 provides funding for secondary Career Technical Education (CTE) programs. In accordance with the program targeting requirements of the Perkins Act, the 2017-18 funds must be expended to improve, enhance, and/or expand CTE programs.

CURRENT CONSIDERATIONS: The Sierra Sands Unified School District Career Technical Education application for the 2017-18 school year is presented for approval. The application includes assurances, planned use of funds, and specific actions to align to the eleven requirements of a Model CTE program. The funds associated with this application will support the implementation of the district's 2008-2012 Local Career Technical Education Plan (effective dates extended by the state) and address the career preparation needs of our students. The application was presented to the CTE advisory committee for approval on April 6, 2017.

Sierra Sands exceeds most core indicator performance targets with the exception of 1S2 Academic Attainment-Mathematics, 6S1-Non-traditional Participation, and 6S2-Non-traditional Completion. Strategies and planned activities have been outlined to meet the state performance targets.

FINANCIAL IMPLICATIONS: The tentative allocation of approximately $43,947.00 for Perkins federal funding provides supplemental funding for Career Technical Education programs.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the district's Perkins Career Technical Education application for funding for school year 2017-18 as presented.

California DEPARTMENT OF EDUCATION

Program Grant Management System (PGMS)

Sierra Sands Unified

2017-18 Application

LEA Profile

Allocation Amount	$43,947.00
Budgeted Amount	$43,947.00
Indirect Amount	$0.00 *
Maximum Claim Indirect Amount	The maximum indirect amount that can be expended cannot exceed $0.00
Application Due Date	Monday, May 1, 2017 5:00 PM
Application Status	Not Submitted
Fiscal Activity	No Activity
Certified Claims	
Signed GAN Received by CDE	GAN has not been processed or sent to LEA

* Subject to change based on Capital Outlay and actual expenditures

Review and update the information below. When complete, use the top menu to navigate through the application.

Local Education Agency (LEA) Information

LEA information can be updated through the Online Public Update for Schools (OPUS). LEAs should have authorized LEA CDS coordinators notify the California Department of Education (CDE) of updates to information contained in the Public School Directory, such as contact information, personnel, agency name, school type, grade span, etc. The OPUS authorized coordinators are not the same as the Perkins coordinators. Refer to the OPUS-CDS Application and Resources for more information.

OPUS Coordinator

Name: Michelle French

Phone: 760-499-1604

E-mail: mfrench@ssusd.org

LEA Contact Information

LEA Name: Sierra Sands Unified--Secondary

CDS Code: 15-73742-0000000

Vendor Number: 7374

Locale Code 41 (Visible to CDE Only)

Application Id: 3037 (Visible to CDE Only)

PGMS Id: S0933-83 (Visible to CDE Only)

Address:	113 West Felspar Ave.
	Ridgecrest, CA 93555-3520
Phone:	(760) 499-1600
Fax:	(760) 375-4562
E-mail:	superintendent@ssusd.org

Superintendent

Name:	Ernest Bell

Perkins Coordinator Information

The Perkins coordinator contact information can only be updated by the Perkins coordinator. The Perkins coordinator should go to the PGMS Portal and select Account Management listed under My Account to update their contact information.

Perkins Coordinator

Name:	Michelle Savko		
Title:	Asst. Superintendent		
Phone:	760-499-1644	**Extension:**	
Fax:			
E-mail:	msavko@ssusd.org		
Street Address:	113 Felspar Avenue		
City:	Ridgecrest		
State:	CA		
Zip Code:	93555		

Perkins Coordinator Contact During Summer

E-mail:	msavko@ssusd.org		
Phone:	(760) 499-1644	**Extension:**	

Fiscal Coordinator Information

The Fiscal Coordinator contact information can only be updated by the fiscal coordinator. The fiscal coordinator should go to the PGMS Portal and select Account Management listed under My Account to update their contact information.

Fiscal Coordinator

Name:	Lori McGuire		
Title:	Fiscal Coordinator		
Phone:	(760) 499-1611	**Extension:**	
Fax:			
E-mail:	lmcguire@ssusd.org		
Street Address:	113 W Felspar Ave		
City:	Ridgecrest		
State:	CA		
Zip Code:	93555		

LEA CTE Advisory Chair Information

The LEA CTE Advisory Chair Information can only be updated by the Perkins coordinator.

Name:	Ron Pruitt		
E-mail:	ronald.pruitt@navy.mil		
Phone:	760-499-1640	**Extension:**	

Sierra Sands Unified

2017-18 Application

Section I - State Assurances and Certifications

Allocation Amount	$43,947.00
Budgeted Amount	$43,947.00
Indirect Amount	$0.00 *
Maximum Claim Indirect Amount	The maximum indirect amount that can be expended cannot exceed $0.00
Application Due Date	Monday, May 1, 2017 5:00 PM
Application Status	Not Submitted
Fiscal Activity	No Activity
Certified Claims	
Signed GAN Received by CDE	GAN has not been processed or sent to LEA

* Subject to change based on Capital Outlay and actual expenditures

Certifications Sign-off

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Carl D. Perkins Career and Technical Education Improvement Act of 2006.

The following Assurances, Certifications, and Grant Conditions are requirements of applicants and grantees as a condition of receiving funds. Applicants do not need to sign and return the general assurances and certification with the application; Every year, the LEA must download them, collect the appropriate signatures, and keep them on file to be available for compliance reviews, complaint investigations, or audits.

California Department of Education General Assurances
Drug Free Workplace Certification
U.S. Department of Education Debarment and Suspension
U.S. Department of Education Lobbying
Perkins IV Assurances and Certifications
2017–18 Grant Conditions

LEA Sign-off Section

☐ As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2016–17 funding, I confirm that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2017–18 Perkins IV application for funds.

CDE Review and Sign-off Section

Section II - Representatives of Special Populations

Representatives of Special Populations Sign-off

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 requires local educational agencies (LEAs) to implement strategies to overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the activities needed to prepare these students for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency.

Download the Sign-off Form for Representatives of Special Populations, collect the appropriate signatures, and keep the form on file to be available for compliance reviews, complaint investigations, or audits.

After collecting the required signatures, enter the name and title of the person representing each of the special populations listed below.

Economically Disadvantaged (Title I Coordinator)

Title I Coordinator Name:	Maureen Glennon
Title I Coordinator Title:	Coordinator of Special Projects

Limited English Proficiency (English Learner Coordinator)

English Learner Coordinator Name:	Maureen Glennon
English Learner Coordinator Title:	Coordinator of Special Projects

Disabled (Handicapped) (Special Education Coordinator)

Special Education Coordinator Name:	Elaine Littleton
Special Education Coordinator Title:	SELPA Director

Single Parent or Single Pregnant Women (Title IX Coordinator)

Title IX Coordinator Name:	David Ostash
Title IX Coordinator Title:	Assistant Superintendent-Human Resources

Gender Equity or Nontraditional Training (Title IX Coordinator)

Title IX Coordinator Name:	David Ostash
Title IX Coordinator Title:	Assistant Superintendent-Human Resources

Edit

LEA Sign-off Section

☐ As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2016–17 funding, I confirm that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2017–18 Perkins IV application for funds.

CDE Review and Sign-off Section

☐ **Section Approved**

Section III - Assessment of Career Technical Education Programs

Section 123(b) of Perkins IV requires states to conduct annual evaluations of the progress and efforts grant recipients are making toward achieving the core indicator performance levels established for the state's CTE programs. California LEAs provide data to the CDE through the 101-E1 report in the fall and 101-E2 report in the spring, and these data are used to determine the core indicators.

This section identifies the LEA's actual performance on each of the Core Indicators of performance and indicates if the LEA has met the state-established performance targets.

Sierra Sands Unified (131 - Secondary) has failed to meet three or more of the required targets of performance or has fallen below 60 percent in any one core indicator and is identified as a Priority Improvement Agency. This designation requires the LEA to submit an Action Plan. This form can be found on the CDE Perkins Forms and Files page. The Action Plan must be submitted along with the annual application. Applications cannot be approved without the submission of an Action Plan.

N/A may indicate that the LEA:

Failed to report the required data for that indicator
Is one of the State Special Schools or California Education Authority
Did not receive Perkins funds in the prior year and was not required to report data

If 5S1 is the only indicator showing an N/A, the LEA failed to submit the required CDE–101 E2 report

1S1 Academic Attainment-Reading/Language Arts

Numerator: Number of 12th grade CTE concentrators who have met the proficient or advanced level on the English-language arts portion of the California High School Exit Examination (CAHSEE).

Denominator: Number of 12th grade CTE concentrators.

LEA Level 2013-14:	63.64 %	**LEA Level 2014-15:**	51.21 %	**LEA Level 2015-16:**	62.69 %
State Level 2015-16:	58.50 %	**Required Target:**	52.65 %	**Met Target:**	Yes

1S2 Academic Attainment-Mathematics

Numerator: Numerator: Number of 12th grade CTE concentrators who have met the proficient or advanced level on the mathematics portion of the CAHSEE.

Denominator: Number of 12th grade CTE concentrators.

LEA Level 2013-14:	60.61 %	**LEA Level 2014-15:**	59.90 %	**LEA Level 2015-16:**	28.86 %
State Level 2015-16:	60.00 %	**Required Target:**	54.00 %	**Met Target:**	No

Explanation:

Strategy to improve performance level:

Planned activities:

Funding source: ☐ District ☐ Perkins ☐ Other

Funding Amount: 0

2S1 Technical Skill Attainment

Numerator: Number of CTE concentrators enrolled in a capstone CTE course who received an 'A', 'B', or 'C' grade in the course, or received an industry-

recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

Denominator: Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.

LEA Level 2013-14:	97.63 %	**LEA Level 2014-15:**	97.87 %	**LEA Level 2015-16:**	93.58 %
State Level 2015-16:	92.00 %	**Required Target:**	82.80 %	**Met Target:**	Yes

3S1 Secondary School Completion

Numerator: Number of 12th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities).

Denominator: Number of 12th grade CTE concentrators who left secondary education during the reporting year.

LEA Level 2013-14:	96.97 %	**LEA Level 2014-15:**	98.55 %	**LEA Level 2015-16:**	98.51 %
State Level 2015-16:	94.00 %	**Required Target:**	84.60 %	**Met Target:**	Yes

4S1 Student Graduation Rate

Numerator: Number of 12th grade CTE concentrators who, in the reporting year, were included as graduated in the states computation of its graduation rate.

Denominator: Number of 12th grade CTE concentrators.

LEA Level 2013-14:	96.97 %	**LEA Level 2014-15:**	98.55 %	**LEA Level 2015-16:**	98.51 %
State Level 2015-16:	94.00 %	**Required Target:**	84.60 %	**Met Target:**	Yes

5S1 Secondary Placement

Numerator: Number of 12th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation.

Denominator: Number of 12th grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.

LEA Level 2013-14:	97.35 %	**LEA Level 2014-15:**	95.79 %	**LEA Level 2015-16:**	90.18 %
State Level 2015-16:	95.00 %	**Required Target:**	85.50 %	**Met Target:**	Yes

6S1 Non-traditional Participation

Numerator: Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields.

Denominator: Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.

LEA Level 2013-14:	26.28 %	**LEA Level 2014-15:**	23.77 %	**LEA Level 2015-16:**	22.85 %
State Level 2015-16:	38.00 %	**Required Target:**	34.20 %	**Met Target:**	No

Explanation:

Strategy to improve performance level:

Planned activities:

Funding source: ☐ District ☐ Perkins ☐ Other

Funding Amount: 0

6S2 Non-traditional Completion

Numerator: Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

Denominator: Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.

LEA Level 2013-14:	34.01 %	**LEA Level 2014-15:**	30.60 %	**LEA Level 2015-16:**	26.69 %
State Level 2015-16:	30.00 %	**Required Target:**	27.00 %	**Met Target:**	No

Explanation:

Strategy to improve performance level:

Planned activities:

Funding source: ☐ District ☐ Perkins ☐ Other

Funding Amount: 0

LEA Sign-off Section

Assessment of Career Technical Education Programs section is complete and ready for CDE review.

CDE Review and Sign-off Section

CDE Comments

Section IV - Progress Report Toward Implementing the Local CTE Plan

The implementation of each LEA's local Career Technical Education (CTE) plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008–2013, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the previous school year.

Additionally, the LEA should set measurable CTE outcomes for the next school year based on the needs of the CTE students and programs offered by the LEA and the results of the core indicator data reported in Section III.

LEA personnel must respond to the following questions:

LEA Response

1. **What process is used to annually evaluate the effectiveness of the CTE program and who is involved in the evaluation? How is data (both CTE and non-CTE) used as a component of the evaluation?**

   The CTE plan is updated as required by the state and reflects core indicator data. The district has the capability to collect all required metrics (High school completion, CTE coursework completion, industry certificates or other technical skill attainment). These metrics are also part of the LCAP and are being monitored regularly. CDE E-1 and E-2 reports are completed and submitted to the state. The board approved CTE Advisory Committee meets 3 times per year and participates in activities that align to Education Code and the CDE Advisory Committee guidelines. Business/Industry is involved in student learning activities such as speakers, field trips and job shadowing, demonstrations, club participation, mentors, community classroom placements and special events such as STEM day and EYH. Business/Industry partners advise CTE staff on curriculum and industry specific equipment and technology. Labor market data is validated locally. CTE data from the LCAP, E1 and E2 data is presented to the advisory committee for analysis and input on an annual basis. Solutions to trend data are explored and implemented when possible. Recent outcomes from data analysis include the creation of dual enrollment coursework in health careers, and revisions to the Criminal Justice articulation agreement with the local community college. Non- traditional participation continues to be a struggle despite training and hiring of a female metals teacher.

2. **It is a requirement that the results of annual evaluation be shared with the public in a variety of formats. Doing so with fidelity and creativity shows that a school's stated value of career preparation as the equal to college preparation ("college and careers") is matched by their actions. Describe the variety of formats, venues, and ways in which your results of annual evaluation are shared with the public.**

   The Perkins application is taken to the school board annually for input and approval. Other opportunities for community input include reports at the Superintendent's Council as well as the Local Control Accountability Plans (LCAP) committees. CTE data is reported under State Priority 4- Student Achievement and Priority 7- Course Access. The LCAP is posted on the district's website and approved by the school board during an open meeting.

3. **All Perkins funds are supplemental support for CTE programs. In order to demonstrate that Perkins funds are supplemental and that the district is not supplanting funds, LEAs are to use a specific Goal Code (3800, 6000, 4630) with in the Standard Accounting Code Structure. Please describe the funding sources your LEA uses to support CTE programs in the Local Control Funding Formula (LCFF) and how do you ensure that these funds are correctly coded?**

   Appropriate SACS codes are utilized to track funding. Resource codes for Perkins (3550), CTEIG (6387) and LCFF (0000) general funds are used in conjunction with a Goal code of 3800 to track all CTE funding. All ROP is now part of the LCFF and is tracked with a goal of 3800. CTE teachers receive classroom LCFF support as well as CTEIG and Perkins supplemental funding. Purchase requisitions for CTEIG and Perkins are generated and approved in the Curriculum and Instruction Special Projects office in order to ensure proper coding. An additional review and approval process occurs in the business office by both the purchasing agent and Director of Finance and Budget.

4. **Describe how your LEA manages the Perkins purchasing process so that all expenditures over $500 and the highly pilferable items are added to the**

historical inventory as required by both federal regulations and California Education Code.

SSUSD has established an asset management system that is designed to track and bar codes all equipment over $100 as well as other items determined to be highly pilferable and able to be bar coded. Personnel in the warehouse apply the barcode before the items are put into the classroom inventory. A transmittal memo with the bar code and purchase order is then forwarded to the purchasing agent who enters the information in the fixed assets QSS financial system. All captalized equipment of $5000 or more also receives an engraved metal plate.

5. **Please share how student leadership development is included as an integral part of the CTE sequence of courses in pathways offered by your LEA.**

   Student leadership is an important part of the CTE courses offered at SSUSD however this time, all state CTSOs are inactive. Locally sponsored clubs are provided in public service and engineering (robotics). Students are provided leadership instruction and opportunities through classroom lessons, activities, community involvement, and through service on the CTE Advisory Committee. (Fundraisers, CHP checkpoints, catering, competitions, commissioned work products, earning of badges through the hospital.) Grant goals include additional CTSOs or other leadership activities.

6. **Share with us who your CTE teachers are and what type of credential they have that allows them to teach the CTE course(s) to which they are assigned. Complete and email the CTE Teacher Template/Matrix to perkins@cde.ca.gov and enter the date you sent it below in the answer field.**

   CTE Teacher Template completed and emailed 4/3/17.

Edit

CTE Teacher Matrix

Please download the CTE Teacher Matrix.

LEA Sign-off Section

☐ Progress Report Toward Implementing the Local CTE Plan section is complete and ready for CDE review.

CDE Review and Sign-off Section

CDE Comments

☐ **Section Approval**

Section V - Sequence of Courses to Be Funded

Program Detail

This section is used to budget expenditures for each pathway in an industry sector.

Site Name	Industry Sector	Career Pathway	Budget Amount	Action
Burroughs High	Across Multiple Sectors	Across	$.00	Budget |Delete
Burroughs High	Across Multiple Sectors	Across	$2,000.00	Budget |Delete
Burroughs High	Across Multiple Sectors	Across	$10,000.00	Budget |Delete
Burroughs High	Arts, Media, and Entertainment	Production and Managerial Arts	$.00	Budget |Delete
Burroughs High	Building and Construction Trades	Cabinetry, Millwork, and Woodworking	$.00	Budget |Delete
Burroughs High	Building and Construction Trades	Residential and Commercial Construction	$.00	Budget |Delete
Burroughs High	Business and Finance	Financial Services	$.00	Budget |Delete
Burroughs High	Engineering and Architecture	Engineering Technology	$.00	Budget |Delete
Burroughs High	Health Science and Medical Technology	Patient Care	$12,140.00	Budget |Delete
Burroughs High	Hospitality, Tourism, and Recreation	Food Service and Hospitality	$14,140.00	Budget |Delete
Burroughs High	Manufacturing and Product Development	Machining and Forming Technologies	$1,500.00	Budget |Delete
Burroughs High	Public Services	Public Safety	$1,200.00	Budget |Delete
Burroughs High	Transportation	Operations	$.00	Budget |Delete
Burroughs High	Transportation	Systems Diagnostics, Service, and Repair	$2,967.00	Budget |Delete
		Total	**$43,947.00**	

Inventory Verification

Each LEA maintains a historical inventory system, which contains the description, name, serial or other identification number, acquisition date, original cost, and percentage of federal participation in the cost, location, use, condition, and date and mode of disposal of all equipment items acquired by it that has a market value of five-hundred $500.00 or more per item. A reasonable estimate of the original cost may be used if the actual original cost is unknown. [CEC 35268]

Sierra Sands Unified conducts a historical inventory verification at least every 2 years for all of the following:

Description
Name
Serial or other identification number
Acquisition date
Original cost
Location (room)
Use, condition, and date and mode of disposal of all equipment items acquired by it that has a market value of five-hundred $500.00 or more per item. A reasonable estimate of the original cost may be used if the actual original cost is unknown.

◉ Yes ○ No

LEA Sign-off Section

CDE Review and Sign-off Section

Section VI - Budget and Expenditure Schedule

To add more budget detail, go to Section V.

Object Code	At Least 85% of the grant must be spent in these areas						Not to exceed 10% of total expenditure	Not to exceed 5% of total expenditure	Total
	(A) Instruction (including Career Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Transportation and Child Care for Economically Disadvantaged Participants	(E) Special Populations Services	(F) Research Evaluation and Data Development	(G) Career and Academic Guidance and Counseling for Students Participating in CTE Programs	(H) Administration or Indirect Costs	
1000 Certificated Salaries	$500.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$3,500.00**
2000 Classified Salaries	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
3000 Employee Benefits	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
4000 Books/Supplies	$8,320.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$8,320.00**
5000 Services/ Operating Expenses	$4,000.00	$4,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$8,500.00**
6000 Capital Outlay	$23,627.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	**$23,627.00**
7000 Indirect Costs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.00	**$0.00**
Total	**$36,447.00**	**$7,500.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$43,947.00**

CDE Review and Sign-off Section

Section Approved

Section VII - Local CTE Plan Update

Local CTE Plan Update

Applicants may update their local CTE plans annually, if necessary. Review the local CTE plan benchmarks and make adjustments to reflect progress or additions to the CTE program. This is particularly important if:

New courses have been added to an existing program sequence.
New sequences of courses have been developed for an existing industry sector.
A new industry sector and the corresponding sequences of courses have been developed.

Are there any changes made to the local CTE plan for ?

○ Yes ◉ No

LEA Sign-off Section

☐ Local CTE Plan Update section is complete and ready for CDE review.

CDE Review and Sign-off Section

Section Approved

Application Status

Application Overall Status

Application Over All Status: Not Submitted

This application has not been submitted to CDE for review and approval. Before the LEA can be funded by the CDE, this application needs to be approved by CDE staff and certified by the LEA's superintendent. All sections under the 'Perkins' Coordinator Progress' need to have 'Complete' status before the LEA can submit the application for review by CDE.

Sections	Perkins' Coordinator Progress	CDE Progress	Superintendent Progress
LEA Profile	Complete	Accepted	Not Submitted
Section I	Incomplete	Not Submitted	Not Submitted
Section II	Incomplete	Not Submitted	Not Submitted
Section III	Incomplete	Not Submitted	Not Submitted
Section IV	Incomplete	Not Submitted	Not Submitted
Section V	Incomplete	Not Submitted	Not Submitted
Section VI	Complete	Accepted	Not Submitted
Section VII	Incomplete	Not Submitted	Not Submitted

☐ I hereby certify that all state and federal rules and regulations will be observed and that the assurances and certifications related to this program are accepted as the conditions in the operation of this program. The funds associated with this application will support the implementation of our 2008–2011 local Career Technical Education (CTE) Plan and provide a program that is of sufficient size, scope, and quality to effectively address the career preparation needs of our students. This funding will supplement state and local CTE funds and improve, enhance, or expand our CTE programs in the 2017-18 school year. I certify that, to the best of my knowledge, the information contained in this application is correct and complete.

12. CONSENT CALENDAR

12.4 Approval for Student Out of State Travel – Burroughs High School Boys and Girls Cross Country Teams

BACKGROUND INFORMATION: Board approval is required when students travel out of state on school activities.

CURRENT CONSIDERATIONS: The Burroughs High School Boys and Girls Cross Country Teams would like to attend the Walt Disney World Cross Country Classic from October 6-9, 2017. The team has been invited to participate in this running event. A copy of the intended agenda is presented for review. Students and chaperones will stay four to a room at the Walt Disney World All-Star Sports or Caribbean Beach Resort Hotel. Included in the cost of the travel package are all ground transportation and baggage transfers, airfare, meals, beverages, and 2-Day Park Hopper tickets to the parks. Up to 20 athletes, four coaches, and one or more chaperones may attend.

FINANCIAL IMPLICATIONS: All transportation, lodging, and other considerations will be paid for by the BHS Cross Country athletes, parents, and program with no cost to the district. The entry fee for the event will be $200 paid for by the high school ASB, as is typical and lower than most of our entry fees.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the student travel as presented.

Walt Disney World Cross Country Classic Invitational – October 6-7, 2017

Cost: $1,000 due August 15, 2017, $150 Deposit due May 5, Make Checks Payable to: Burros Boosters

Cost includes airfare, hotel, meals, snacks, beverages, and Two-Day Park Hopper Admission

20 Spots Available (20 Athletes, Four Coaches and One or more Chaperones), 7 Rooms Reserved (4 per room)

Itinerary: Friday, October 6 - Depart LAX, Arrive Orlando
Saturday, October 7 – Race Day, Parks after the Race
Sunday, October 8 – All Day Visit to Parks
Monday, October 9 – Depart Orlando, Arrive LAX

Students will be absent from school for one day on Friday, October 6 as Monday, October 9 is the Columbus Day Holiday (No School)

The group will stay on the Disney Property at the Disney All-Star Sports Resort or Caribbean Beach Resort, will have transfer transportation, and use Disney Transportation while at the resort (No need for vans, etc.)

12. CONSENT CALENDAR

12.5 Approval for Student Out of State Travel - Burroughs High School Band, Choir, and Orchestra

BACKGROUND INFORMATION: Board approval is required when students travel out of state on school activities.

CURRENT CONSIDERATIONS: The Burroughs High School Band, Choir, and Orchestra has requested board approval to participate in the Hawaii Invitational Music Festival (hawaiiinvitational.com), and U.S.S. Missouri Parade in Hawaii during the week of March 24 – 28, 2018 (Spring Break). These events provide the group with an opportunity to combine music education with travel to another state. Students will perform in front of other students and showcase the skills they have learned throughout the season. In addition, the group will be adjudicated by accomplished music educators. The adjudicators will prepare recorded comments that discuss areas that can be improved, and to reinforce strengths of the organization. The entire procedure is a very positive and valuable musical learning experience.

FINANCIAL IMPLICATIONS: All transportation, lodging, and other considerations will be paid for by the BHS band, choir, and orchestra students and parents with no cost to the district. The Burroughs Music Boosters have expressed a willingness to support the effort.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the student travel as presented.

Travel Itinerary

Sherman E Burroughs High School Band

Travel Destination: Hawaii

Travel Date: March 24 – 30, 2018

Day 1 – Saturday

TBA – Arrive airport for flight check in.

TBA – Airline scheduled to depart for Honolulu. Meals available for purchase (debit or credit card only).

TBA – Scheduled arrival time in Honolulu. Upon arrival at Honolulu Airport, you will be met in baggage claim, presented with the traditional "**Lei Greeting of Aloha**" and escorted through to board your bus for the short ride into Waikiki. (Please note that you will need to pull your bag and instrument from the carousel while in baggage claim. They will be transferred by truck to the hotel. This process can take some time, so please be patient).

Ohana Malia Hote
2211 Kuhio Ave
Honolulu, HI 96815

3:00pm – Hotel check-in and security briefing.

4:30pm – Walking departure from hotel to dinner

5:00pm – Dinner at Hard Rock Café Beachwalk

8:30pm – Director's meeting and reception.

Day 2 – Sunday

7:15am – Walking departure to breakfast

7:30am – Buffet breakfast at Shore Bird

9:30am – Walking departure to Waikiki Beach

10:00am – Waikiki Catamaran Ride (35 per ride, several sailings will be used)

Afternoon free to explore the Waikiki area. Lunch on your own today.

3:00pm – Bus departs for **Ala Moana Center**. Free time for shopping

4:45pm – Meet at Bubba Gump on 4th floor of mall

5:00pm - Dinner at **Bubba Gump Shrimp Co**

6:30pm – Bus departs to hotel, evening at leisure

Day 3 – Monday

7:45am – Walking departure to breakfast

8:00am – Buffet breakfast at Shore Bird

11:30am – Buses depart for Polynesian Cultural Center, on the way stop at the Pali Lookout and the Mac Nut Farm. Visit the 7 Villages of Polynesia, enjoy the dinner buffet and show.

9:45pm – Approximate return time to hotel.

Day 4 – Tuesday

6:15am – Walking departure to breakfast

6:30am – Buffet breakfast at Shore Bird

9:00am – Competition begins at the Waikiki Shell & Kapiolani Bandstand. If applicable, your instrument truck will be at the park at 8:30am. Participants will be walking to/from hotel and Kapiolani Park. Concert bands, orchestras, jazz bands and choirs participate today.

12:00pm – Hawaii Invitational pizza in the park for lunch today during competition.

Jazz Band Jam Session during lunch – join the fun!

Dinner on your own this evening.

Day 5 – Wednesday

6:30am – Walking departure to breakfast

6:45am – Buffet breakfast at Shore Bird

9:00am – Bus departs for **Pearl Harbor** and the **City of Honolulu** tour. While at Pearl Harbor you will visit the USS Arizona Memorial. On the Honolulu City tour you will see Iolani Palace (the only royal palace on US soil), the famous statue of King Kamehameha, the Capital Building, Chinatown and other places of historical interest in Honolulu.

Timed entry into theater followed by launch to the USS Arizona Memorial. Please be in line as instructed at 15 minutes prior to time printed on your ticket.

Please note: No personal items should be brought on tour, purses, backpacks, shopping bags, large camera cases are not allowed at Pearl Harbor for security reasons and the bus company will not accept liability for any personal items left on the bus.

Drive through Punchbowl, National Cemetery of the Pacific as part of your Honolulu city tour.

1:15pm – Buses return to hotel.

4:45pm – Instrument truck at Ft. DeRussy.

5:00pm – Buses depart for parade line-up at 6:00pm. **38th Annual Salute to Youth Parade** steps off at 6:30pm on Kalakaua Avenue at Ft. DeRussy, ending at Kapiolani Park. Following the parade, board your buses for return to hotel. Only students in parade and assisting adults will board buses – spectators should walk to the viewing area in front of the Royal Hawaiian Center. Please note that parade is subject to approval by the City and County of Honolulu.

Dinner on own following the parade.

Day 5 – Thursday

6:30am – Walking departure to breakfast

6:45am – Buffet breakfast at Shore Bird

8:45am – Buses depart hotel for Diamond Head Hike

11:45am – Return to hotel, lunch on your own, afternoon free.

4:30pm– Bus departs hotel to Kailua High School for the final competitions, dinner, exhibition, awards ceremony and dance. Late return to hotel (approximate departure time from high school is 10:15pm). Color guards, dance teams, drumlines participate tonight.

Day 6 – Friday

6:45am – Walking departure to breakfast

7:00am – Buffet breakfast at Shore Bird

TBA – Bag pull. Please place all suitcases on the floor inside the door of your room. Anything you will take with you on the plane (carry-ons, backpacks, purses, etc.) should be placed on the bed. This will let the porters know not to take them.

TBA – Check-out of the hotel. Please return keys and pay for any incidentals you may have. Report any damage to the front desk prior to departure.

TBA – Buses depart for Honolulu Airport.

When you arrive at the airport, you must claim your luggage and instruments for inspection by the US Agriculture Dept. Once your bags/instruments have cleared inspection you will proceed to the check-in counter to get your boarding passes. All bags must also be cleared by the US Transportation Security Administration prior to receiving your boarding passes.

TBA – Flight scheduled to depart Honolulu. Arrival time is TBA.

Basic Package Includes:

- Estimated Round-trip airfare between Los Angeles and Honolulu *(includes fuel surcharges in effect 3/12/17 which are subject to change)*
- *First checked bag fee for 100% of the groups, second checked bag fee for 50% of group (instruments) – Based on fees in effect 3/12/17 (subject to change)*
- *Oversize/Overweight fees for 10% of the group – Based on fees in effect 3/12/17*
- 6-nights hotel accommodations at Ohana Malia or similar
- Fresh flower lei greeting
- Round-trip airport/hotel transfers for participants, luggage, and instruments
- Instrument truck for storage and delivery to competition sites
- Luggage handling at hotel
- 6 all-you-can-eat buffet breakfasts at Shore Bird Grill
- Polynesian Cultural Center including transportation, Pali Lookout, Mac Nut Farm, dinner & show
- Hawaii Invitational Pizza in the Park
- Pearl Harbor/Honolulu City Tour with USS Arizona Memorial
- Waikiki Catamaran Ride
- Diamond Head Hike including transportation and water
- Group dinner at Hard Rock Café Beachwalk
- Group dinner at Bubba Gump Shrimp Co, including transportation and shopping time
- Awards Ceremony, Dinner and Dance including transportation
- Festival Participation and 38th Annual Salute to Youth Parade
- Large percussion instruments provided
- Written and taped adjudication
- Director's Reception and group photo
- Complimentary Director's Package (1 director/single room for 40 paid participants)
- Hawaii Invitational Commemorative Baggage Tag
- All taxes and gratuities
- Coastline Travel Advisors tour supervisor while in Hawaii

Estimated Cost per person:

Ohana Malia - Please note these are estimated rates, actual costs available in mid-May 2017

Quad: $1998.00 Triple: $2143.00 Double: $2373.00 Single: $3066.00

Suggested Payment Schedule:

Deposit date:	June 1, 2017	$100.00 per person
	September 15, 2017	$100.00 per person
	October 5, 2017	$200.00 per person
	December 5, 2017	$400.00 per person
	January 5, 2017	$400.00 per person
Final Payment:	January 25, 2018	Amount varies

Cancellations: (the below amounts are what will be forfeit)

June 2, 2017 – October 5, 2017	$100.00 per person
October 6, 2017 – December 5, 2017	$200.00 per person
December 6, 2017 – January 5, 2018	$300.00 per person
January 6, 2018 – January 25, 2018	$400.00 per person + possible airline penalty
January 26, 2018 – departure	No refund, 100% penalty

Trip cancellation insurance is recommended

Payments received after the due date will be subject to late charges. Any unpaid reservation is subject to cancellation. Prices subject to change until paid in full.

Transportation Responsibility and Liability - The tour in this proposal has been specially arranged by Coastline Travel Advisors, Inc. The suppliers providing transportation, sightseeing arrangements and hotel accommodations for the tour are independent contractors and are not agents or employees of Coastline Travel Advisors, Inc., or any of its subsidiaries or affiliates. All documentation, receipts and tickets are issued subject to the terms and conditions specified by the suppliers. By utilizing the services of the suppliers, you agree that neither Coastline Travel Advisors, Inc., or any of its subsidiaries, affiliates or representatives shall be liable for any accident, loss, injury or damage to you or those traveling with you in connection with any accommodations, transportation or services resulting directly or indirectly from any occurrences or conditions beyond their control, including defects in vehicles, breakdown in equipment, strikes, theft, delays, cancellations or changes in itineraries or schedules, etc. Remember that all travel documents, as well as compliance with agricultural regulations, are your responsibility. The terms under which you agree to take this tour cannot be changes or amended in writing, signed by an authorized agent of Coastline Travel Advisors, Inv. Airlines concerned are not to be held responsible for any act, omission or event during the time you are not onboard their aircraft. The passage contract in use by the airline, when issued, constitutes the sole agreement between you and the airline. The right is reserved to decline to accept or retain any person as a member of the tour at any time prior to departure or during the course of the tour. In the unlikely event that the services or accommodations are not available as stated, due to reasons beyond Coastline Travel Advisors, Inc. control, every effort will be made to provide services or accommodations of equal standard and quality, for you safety, convenience and enjoyment.

Limitation of Liability - By booking this tour you acknowledge that in all events Coastline Travel Advisors, Inc. shall not be liable for any consequential damages and that the sole extent of Coastline Travel Advisors, Inc. liability shall never exceed to amount actually paid by you to Coastline Travel Advisors, Inc.

Coastline Travel Advisors, Inc. is a Registered Seller of Travel with the State of California Attorney General's Office. California Seller of Travel registration number is #2040360-10.

This transaction is covered by the California Travel Restitution Corporation.

12. CONSENT CALENDAR

12.6 Approval of Recommendation for Expulsion, Expulsion Case #07 1617

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #07 1617: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2016-2017 spring semester and the 2017-2018 fall semester, however, suspending the fall semester allowing the student to re-enroll in a SSUSD school in August 2017 under a behavior contract.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #07 1617, as presented.

12. CONSENT CALENDAR

12.7 Approval of Recommendation for Expulsion, Expulsion Case #08 1617

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #08 1617: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2016-2017 spring semester and the 2017-2018 fall semester, however, suspending the fall semester allowing the student to re-enroll in a SSUSD school in August 2017 under a behavior contract.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #08 1617, as presented.