

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**JUNE 19, 2014
Ridgecrest City Council Chambers
100 West California Avenue
www.ssusdschools.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
Judy Dietrichson
Bill Farris
Tom Pearl, Vice President/Clerk
Kurt Rockwell, President
Michael Scott

Joanna Rummer, 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 May 15, 2014 and the special meetings of June 10, 2014.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

4.1 Public Hearing for the Proposed Local Control Accountability Plan (LCAP)

The LCAP is posted on the district's website at www.ssusdschools.org

4.2 Public Hearing for the Sierra Sands Unified School District Budget for Fiscal Year 2014-15

The budget is posted on the district's website at www.ssusdschools.org

4.3 Public Hearing for Initial Sunshine Contract Proposal for 2014-15 from the Board of Education to the Desert Area Teachers Association

5. REPORTS AND COMMUNICATIONS

5.1 Reports from Members of the Board

5.2 Superintendent's Report

- Enrollment Update

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

5.4 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

6.1 Approval of Middle School Mathematics Courses to Align to Common Core Standards

6.2 Adoption of the Consolidated Application for Funding Categorical Programs, Part I, 2014-15 School Year

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

8.3 Ratification of Tentative Agreement between the Desert Area Teacher Association (DATA) and the Board of Education Regarding Settlement of Contract Issues for 2013-14 and 2014-15

8.4 Ratification of Tentative Agreement between the Desert Area Guidance Association (DAGA) and the Board of Education Regarding Settlement of Contract Issues for 2013-14 and 2014-15

- 8.5 Ratification of Tentative Agreement between the California School Employees Association (CSEA) and the Board of Education Regarding Settlement of Contract Issues for 2013-14 and 2014-15
- 8.6 Approval of Salary Schedules for Management and Confidential Employees, 2013-14 and 2014-15 School Years

9. GENERAL ADMINISTRATION

- 9.1 Gifts to the District
- 9.2 Board Member Travel, National Association of Federally Impacted Schools

10. CONSTRUCTION ADMINISTRATION

- 10.1 Request Permission to Contract with RBB Architects, Inc. for Services to Provide Architectural and Engineering Services Related to the Heating and Cooling Equipment Located at Two SSUSD School Sites
- 10.2 Request Permission to Use Inyo-Kern Schools Financing Dollars to Contract with RBBArchitects, Inc. for Services to Provide Architectural and Engineering Services Related to Heating and Cooling Equipment Located at SSUSD School Sites
- 10.3 Approval of Resolution #26 1314 Identifying District Representatives Who Will Certify Documents and Act as Liaisons with the State Allocation Board
- 10.4 Approval of Resolution #27 1314 Certifying the Number of Unhoused Pupils in the Sierra Sands Unified School District
- 10.5 Request Permission to Incur Additional Costs Associated with DOD/OEA Modernization Project at Sherman E. Burroughs High
- 10.6 Request Permission to Incur Additional Architectural and Engineering Costs Associated with Compliance with Direction from the Department of State Architect to Include Plans to Remediate Deficient Heating and Air Conditioning Equipment into the Plans for the DOD/OEA School Facilities Modernization and Construction Located at Sherman E. Burroughs High School

11. BUSINESS ADMINISTRATION

- 11.1 Adoption of Resolution #28 1314 Disclosure Regarding the Planned Use of Cash Provided by the Education Protection Account
- 11.2 Request Permission to Contract with Government Financial Strategies, Inc. for Services to the District as its Financial Advisor
- 11.3 Approval to Increase the Price of School Breakfast and Lunch
- 11.4 Approval of Professional Services Agreement with Schools Legal Services

12. CONSENT CALENDAR

- 12.1 "A"&"B" Warrants
- 12.2 Approval of Agreement with Dannis Woliver Kelley
- 12.3 Authorization to Utilize the Unrestricted General Fund to Provide Funds on a Temporary Basis to Fund 12 (Preschool) Throughout the 2014-15 School Year

12.4 Approval of Recommendations for Expulsion, Expulsion Cases #12 1314, #13 1314, and #14 1314

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be July 17, 2014.

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.ssusdschools.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: June 10, 2014

TIME OF MEETING: 6:00 p.m.

PLACE OF MEETING: District Office Conference Room

MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell (telephonically),
Scott

STAFF PRESENT: Joanna Rummer, Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. BUSINESS ADMINISTRATION

2.1 Board Budget Workshop

The board met in a work study session to discuss the budget for 2014-15. No action was taken.

3. ADJOURNMENT

THE BOARD OF EDUCATION

Tom Pearl, Vice President/Clerk

Joanna Rummer, Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Concurrent Closed Session Meeting of the Board of Education

DATE OF MEETING: June 10, 2014

TIME OF MEETING: 6:00 p.m.

PLACE OF MEETING: District Office Conference Room

MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell (telephonically),
Scott

STAFF PRESENT: Joanna Rummer, Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. CLOSED SESSION

2.1 Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code
Section 54956.9(b): One Potential Case

The Board of Education authorized Superintendent Joanna Rummer to negotiate a settlement
with Siemens. DIETRICHSON/CASTILLO-COVERT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

3. ADJOURNMENT

THE BOARD OF EDUCATION

Tom Pearl, Vice President/Clerk

Joanna Rummer, Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: May 15, 2014
TIME OF MEETING: 6:30 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott
STAFF PRESENT: Joanna Rummer, Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. CLOSED SESSION

2.1 Conference with Labor Negotiators – Unrepresented employee: Superintendent
No action was taken.

2.1 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

Tom Pearl, Vice President/Clerk

Joanna Rummer, Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Concurrent Closed Session Meeting of the Board of Education

DATE OF MEETING: June 10, 2014

TIME OF MEETING: 6:00 p.m.

PLACE OF MEETING: District Office Conference Room

MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell (telephonically),
Scott

STAFF PRESENT: Joanna Rummer, Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

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AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

3. ADJOURNMENT

THE BOARD OF EDUCATION

Tom Pearl, Vice President/Clerk

Joanna Rummer, Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: May 15, 2014
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Student Member Lara Luu.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted noting the Inyo-Kern Schools Financing Authority Agenda will be heard just prior to Item 12, Consent Calendar.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and special meetings of April 17, 2014 and the special meeting of May 7, 2014 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

3.1 Presentation to Lara Luu, Student Board Member for Her Service for 2013-14

Board President Rockwell presented Lara Luu a certificate of appreciation along with her name plate and thanked her for serving as the student board member for the 2013-14 school year.

3.2 Presentation of the Sierra Sands Community Service Award to Mr. Cedric Knight

The Sierra Sands Community Service Award provides the district with the ability to honor community members who dedicate time and energy to the success of Indian Wells Valley students, in both curricular and extra-curricular areas. This year, the award was presented to Mr. Cedric Knight who most graphically illustrated the significant support extended to the district in pursuit of its mission of educating all of the students in the community. He has demonstrated outstanding volunteer service and contribution to our youth through support of student programs, activities, and competitions. His dedication, professionalism and friendship are greatly appreciated.

Unfortunately, Mr. Knight was unable to attend the board meeting.

3. PROGRAMS AND PRESENTATIONS (continued)

3.3 Presentation of the Annual Sierra Sands Rose Awards in Recognition of Outstanding Parent and Community Volunteers

Principals of each school joined President Rockwell, Assistant Superintendent Bell, and Superintendent Rummer in presentation of the Annual Sierra Sands Rose Awards in recognition of those parents and community members who are most generous in their support of the schools in the district. Recipients were Brianne Hardwick, Gateway; Julie Ann Pennix, Murray; Nancy Dent, Burroughs; Jackie Barber, Inyokern; Mary Ray, Pierce; Gino LaMarca, Mesquite; Sandi Dickey, Faller; Bob McDiarmid, Monroe; Sue Aramanda, Richmond; and Roz Moore, Las Flores.

3.4 Presentation of Employee of the Year Awards

Management from each site along with President Rockwell, Assistant Superintendent Bell, and Superintendent Rummer joined in recognizing site and district employees of the year. The following were recognized for their outstanding service to the district. Mark Hatter, Burroughs; Michele Lazaro, Burroughs; Chris Ostermann, Burroughs; Charlotte Becker, Burroughs; Margaret Holm, Faller; Cathleen Della Santina, Faller; Traci Freese, Gateway; Karen Kelly, Gateway; Joan Worley, Inyokern; Luz Osorio, Inyokern; Amy Self, James Monroe; Vanessa Jaeger, James Monroe; Katie Benadom, Las Flores; Janna Chilbes, Las Flores; Marla Cosner, Mesquite; Tami McKenzie, Mesquite; Kate Champeny, Murray; Lynda Kelley, Murray; Kristi West, Pierce; Rhonda Wendt, Pierce; Denise Moliterno, Richmond; Connie Williams, Richmond; Lois McCarthy, District Office; Julie Frisbee, District Office; Eleanor Higa, SELPA/PSS; Yoan Ponce, Support Services; Kelli Croyley, Food Service/Warehouse; Linda Carle, Transportation.

Additionally, District Employees of the Year were recognized with an award. Traci Freese, Certificated Employee of the Year, Janna Chilbes, Classified Employee of the Year, and Michelle Savko, Administrator of the Year.

3.5 Presentation of Service Awards to District Retirees

President Rockwell, Superintendent Rummer, and Assistant Superintendent Bell presented hourglasses to retiring district employees for their distinguished and dedicated service to the district. Those retirees included certificated employees Joanna Rummer, Gary Arnold, Barbara Arnts, Dorothea Cornell, Judith Gerard, Karen Gum, Elizabeth Hayes, Laura Hickie, Eleanor Higa, Bonnie Kaufman, Rick Lovett, Karen Melendy-Zahn, Jeff Prusa, and Diana Veneski. Classified retirees included Linda Burns, Carl Connally, Elaine Janson, Karen Kelly, Roberta Pounds and Catherine Sanders.

4. PUBLIC HEARING

4.1 Public Hearing on the Annual Budget Plan and the Annual Service Plan for 2014-15 for the Sierra Sands SELPA

Public Hearing opened at 8:49 p.m. for the Annual Budget Plan and the Annual Service Plan for the 2014-15 Sierra Sands SELPA. Hearing no comments the public hearing closed at 8:50 p.m.

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Murray Middle School: Murray students captured 16 trophies at the Kern County Math Field Day held in Bakersfield. Incoming sixth grade students were given a tour of the campus. The PTSO honored Murray staff during Staff Appreciation Week. End of the year activities are in full swing.

James Monroe Middle School: James Monroe Middle School would like to thank the IT Department of SSUSD for their availability and support during the recent SBAC testing. The WEB leaders coordinated a successful fifth grade visit with approximately 170 incoming sixth graders attending. The James Monroe Promotion Ceremony will take place on May 29.

Mesquite High School: Mesquite High School is expecting 32 graduates this year. The Sierra Sands Adult School will celebrate 40 graduates. The prom proved to be an elegant evening with high attendance. The staff and students of Mesquite High School wish to thank the community for making their second rummage sale such a success.

Burroughs High School: The Junior Class officers did a wonderful job planning a beautiful prom. The Senior Class end of year events are beginning. Congratulations to all of the BHS sports teams for a successful year of representing Burroughs High School.

Ms. Luu thanked the board for the opportunity to be the student board representative for 2013-14. Blair Etoch was introduced as the BHS student board representative for 2014-15.

5.2 Reports from Members of the Board

Board Member Amy Castillo-Covert congratulated Burroughs High School senior Chad Cracraft and teacher John Cosner for being recipients of the 23rd Congressional District of California 2014 Merit Award. Superintendent Joanna Rummer was also honored by Congressman McCarthy at this ceremony.

5.3 Superintendent's Report

Mrs. Rummer reported the district is down by 95 students from this time last year but our attendance continues to hold strong at 95.4%. The dates and times of graduations and promotions are posted on the district website.

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

Barb Walls, President of the Desert Area Teachers Association, thanked Mrs. Rummer for her service over the years both as a colleague, an administrator at her site, and as superintendent. Ms. Walls reports that CTA has a statewide campaign encouraging the public to "ask a teacher" any questions they may have about education. She encouraged any board member who may have questions about education to contact a teacher. DATA recently presented the WHO Awards for 2014 to members who show dedicated service to the association. This year's recipients are Joan Adams and Sharlene Paxton. DATA congratulated the staff members at Inyo-kern Elementary School and Las Flores Elementary School for helping their schools become California Distinguished Schools.

5.5 Communications from the public

Two members of the public spoke during the communications from the public portion of the meeting.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of the Annual Budget Plan and the Annual Service Plan for 2014-2015 for the Sierra Sands SELPA

Motion passed to adopt the SELPA Budget Plan and Annual Service Plan for 2014-15 as presented. SCOTT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

6.2 Annual Review of Participation in the Regional Occupational Program (ROP)

This item was presented for informational purposes only and required no board action.

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy and Administrative Regulation 3513.3, Tobacco-Free Schools

Motion passed to approve the revisions to Board Policy 3513.3 and review of Administrative Regulation 3513.3, Tobacco-Free Schools. SCOTT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

7.2 Approval of Revisions to Board Policy and Administrative Regulation 5131.62, Tobacco - Students

Motion passed to approve the revisions to Board Policy 5131.62 and review of Administrative Regulation 5131.62, Tobacco - Students. DIETRICHSON/ CASTILLO-COVERT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

7.3 Approval of Revisions to Board Policy and Administrative Regulation 5145.12, Students Search and Seizure

Motion passed to approve the revisions to Board Policy 5145.12 and review of Administrative Regulation 5145.12, Students Search and Seizure. CASTILLO-COVERT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

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 adopt the personnel actions as presented.

DIETRICHSON/CASTILLO-COVERT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

8.3 Declaration of Need for Fully Qualified Teachers for the 2014-15 School Year

Motion passed to adopt the Declaration of Need for Fully Qualified Teachers for the 2014-15 school year as presented. DIETRICHSON/CASTILLO-COVERT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

8.4 Presentation of Initial Sunshine Contract Proposal for 2014-15 from the Board of Education to the Desert Area Teachers Association

Ernie Bell, Assistant Superintendent of Human Resources presented the initial sunshine contract proposal for 2014-15 from the board of education to the Desert Area Teachers Association (DATA).

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: Mr. Cedric Knight, on behalf of New Directions Technologies, Inc. made a cash donation of \$250.00 to assist with travel expenses of the Murray Middle School Gateway to Technology team as they attend the USA Science & Engineering Festival in Washington, D.C. Mr. Ralph Legler donated a Reynolds Clarinet with an estimated value of \$300.00 to the Burroughs High School Music Department.

PEARL/CASTILLO-COVERT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

9.2 Approval of Revisions to the 2014-15 Academic Calendar

Motion passed to approve the revised 2014-15 academic calendar as presented.

DIETRICHSON/SCOTT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

9.3 Approval of the Academic Calendar for the 2015-16 School Year

Motion passed to approve the 2015-16 academic calendar as presented.

DIETRICHSON/CASTILLO-COVERT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

9.4 Authorization for Board Member Travel, Section 8002 Impact Aid Summer Meeting, June 26-29, 2014

Motion passed to approve board member travel. SCOTT/DIETRICHSON

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

NOES: Pearl

10. CONSTRUCTION ADMINISTRATION

10.1 Notice of Completion of Contract - Las Flores - Six Relocatable Classroom Buildings, One Relocatable Restroom Facility, and Related Site Work, DSA #03-112377

Motion passed to approve the notice of completion for Las Flores - six relocatable classroom buildings, one relocatable restroom facility, and related site work, DSA #03-112377.

DIETRICHSON/SCOTT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

10.2 Notice of Completion of Contract - Las Flores - Two Relocatable Kindergarten Classroom Buildings, Related Site Work, and New Parking Lot, DSA #03-114587

Motion passed to approve the notice of completion for Las Flores - two relocatable kindergarten classroom buildings, related site work, and new parking lot, DSA #03-114587.

SCOTT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

10.3 Notice of Completion of Contract - Las Flores - Alterations to 1-Multi-Purpose Building, Classroom Buildings B & C, Office Building and Fire Alarm Upgrade, DSA # 03-114211

Motion passed to approve the notice of completion for Las Flores - alterations to one multipurpose building, classroom buildings B & C, office building and fire alarm upgrade, DSA #03-114211. SCOTT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

10.4 Adoption of Resolution #25 1314, Funding Requested through the State School Facility Program

Motion passed to approve Resolution #25, 1314, Funding Requested through the State School Facility Program. CASTILLO-COVERT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

11. BUSINESS ADMINISTRATION

President Rockwell temporarily adjourned the Sierra Sands Unified School District board meeting at 9:48 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 9:50 p.m.

12. CONSENT CALENDAR

- 12.1 "A" & "B" Warrants
- 12.2 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Funded After School Education and Safety Programs at Faller, Inyokern and Pierce Elementary Schools or the 2014-15 School Year
- 12.3 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Pre-school Programs in 2014-15
- 12.4 Approval of Preschool Self-Evaluation Annual Report for the 2013-14 School Year
- 12.5 Approval of Perkins Career Technical Education Application for Funding for the 2014-15 School Year
- 12.6 Appointment of 2014-15 California Interscholastic Federation (CIF) League Representatives for Burroughs High School
- 12.7 Approval of Waivers for the California High School Exit Exam for Students with Disabilities, CAHSEE Waiver #1 1314
- 12.8 Elimination of Vacant Title 1 Project Teacher Position at Faller Elementary School for 2014-15
- 12.9 Approval of Contract for Data Management Services with Illuminate Education, Inc.
- 12.10 Approval of Amendment to the Superintendent's Contract
- 12.11 Approval of Recommendations for Expulsion, Expulsion Cases #09 1314, #10 1314, and #11 1314

Motion passed to adopt the consent calendar as presented. DIETRICHSON/SCOTT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

14. FUTURE AGENDA

15. ADJOURNMENT was at 9:51 p.m.

THE BOARD OF EDUCATION

Tom Pearl, Vice President/Clerk

Joanna Rummer, Secretary to Board

recorder: Diane Naslund

4. PUBLIC HEARING

4.1 Public Hearing for the Proposed Local Control Accountability Plan (LCAP)

BACKGROUND INFORMATION: As part of the LCFF, school districts, COEs, and charter schools are required to develop, adopt, and annually update a three-year Local Control and Accountability Plan (LCAP), beginning on July 1, 2014, using a template adopted by the California State Board of Education (SBE). LEAs must obtain parent and public input in developing, revising, and updating LCAPs.

The LCAP is required to identify goals and measure progress for student subgroups across multiple performance indicators. The LCAP and the district budget must be presented at a public hearing prior to the board meeting at which the LCAP and the budget are adopted. The Sierra Sands Unified School District LCAP, followed by the budget, will be presented for approval at the June 24, 2014 special board meeting. Not later than five days after adoption of the LCAP, the governing board shall file the LCAP with the Kern County Superintendent of Schools. County superintendents must review school district LCAPs and ensure alignment of projected spending, services, and goals.

CURRENT CONSIDERATIONS: The Sierra Sands Unified School District LCAP is included in the board packet for review and is posted on the district website for review and comment. Comments received from the public hearing and comments from the district website will be used to make final revisions to the LCAP.

Included in the LCAP is a timeline that outlines the process the district used to gather input and draft the LCAP. Several meetings were held to review district data, determine district needs, and develop goals with actions and services to address the eight state priorities in the LCAP. Committee and meeting membership included staff, parents, community members, board members, and unit members. Data being collected from parent, student, parent/community surveys and district committee participation was presented on an ongoing basis to keep stakeholders informed of the contents of the LCAP. Revisions were made to the LCAP as stakeholder input was received and considered.

On May 19, 2014 the district attended a county workshop on the LCAP and was informed that a rubric has been developed by the State Board of Education and will be used to evaluate district LCAPs for compliance. Alignment to the rubric required many changes to be made to the LCAP which mainly consists of specific student performance outcomes to be included and monitored in the LCAP.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: The board is required to hold a public hearing to ensure that all stakeholders have the opportunity to review and comment on the proposed LCAP. It is recommended that the board review the Local Control Accountability Plan and make any recommendations for the final draft, which will be brought to the June 24, 2014 special board meeting for approval.

4. PUBLIC HEARING

4.2 Sierra Sands Unified School District Budget for Fiscal Year 2014-15

BACKGROUND INFORMATION: Education Code Section 42127 requires that a public hearing will be conducted prior to the adoption of the district's annual budget.

CURRENT CONSIDERATIONS: An opportunity will be provided for public comment on the district's budget for the 2014-15 school year.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the district's budget for the 2014-15 school year. The budget is posted on the district web site at www.ssusdschools.org

4. PUBLIC HEARING

4.3 Public Hearing for Initial Sunshine Contract Proposal for 2014-15 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 2014-15 school year to the Desert Area Teachers Association (DATA) at its regular meeting of May 15, 2014.

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 Initial Sunshine Contract Proposal for 2014-15 from the Board of Education to the Desert Area Teachers Association.

DISTRICT PROPOSAL TO DATA
INITIAL PROPOSAL OF SIERRA SANDS UNIFIED SCHOOL DISTRICT
TO
DESERT AREA TEACHERS ASSOCIATION

Pursuant to Government Code section 3547, the Sierra Sands Unified School District (hereafter "District") hereby submits its initial proposal to the Desert Area Teachers Association (hereafter "DATA" or "Association") for 2014-15 upon anticipation of ratification of the 2013-14 agreement.

The district has an interest in discussing the following Articles:

ARTICLE III SALARIES

The District has an interest in bargaining the fiscal impact of the Governor's new budget formula LCFF (Local Control Funding Formula) as it pertains to district funding.

ARTICLE IV DIFFERENTIATED PAY

The District has an interest in bargaining the differentiated instructional salary schedule.

ARTICLE V HEALTH AND WELFARE

The District has an interest in bargaining the impact of the rising costs related to the Health and Welfare programs offered by our insurance provider.

In addition the District will reopen two Articles to be determined after the successful ratification of an agreement.

Sierra Sands Unified School District
Ninth Month Enrollment 2013-2014

SCHOOL	2013-14 YTD %	2012-13 YTD %	K	1	2	3	4	5	6	7	8	9-12	SDC	2013-14 TOTAL	2012-13 TOTAL	CHANGE
FALLER	96.0%	96.5%	71	71	75	74	74	75						440	479	-39
GATEWAY	95.4%	96.0%	51	62	77	69	64	62					24	409	426	-17
INYOKERN	95.3%	95.0%	29	30	29	20	30	27						165	180	-15
LAS FLORES	95.3%	95.4%	129	74	73	74	74	77						501	429	72
PIERCE	95.8%	95.3%	57	62	53	53	62	54						341	336	5
RAND	95.4%	94.6%	1	5	1	1								8	9	-1
RICHMOND ANNEX	93.5%	95.8%											97	97	101	-4
RICHMOND	96.6%	95.8%	61	70	70	56	59	62						378	388	-10
TOTAL K -5	95.6%	95.6%	399	374	378	347	363	357					121	2339	2348	-9
MONROE	95.1%	95.3%							143	138	145		31	457	501	-44
MURRAY	95.8%	95.6%							189	188	185		25	587	573	14
TOTAL 6 -8	95.5%	95.3%							332	326	330		56	1044	1074	-30
BURROUGHS	95.0%	95.3%										1254	67	1321	1342	-21
MESQUITE	94.10%	94.0%										93		93	117	-24
														0		0
														0		0
TOTAL 9 - 12		95.3%										1347	67	1414	1459	-45
13-14 TOTAL	95.4%		399	374	378	347	363	357	332	326	330	1347	244	4797	---	---
12-13 TOTAL		95.4%	382	394	378	379	352	344	348	349	316	1395	244		4881	
CHANGE		0.00%	17	-20	0	-32	11	13	-16	-23	14	-48	0	---	---	-84

<u>Elementary K - 5</u>	<u>2013-14</u>	<u>2012-13</u>
<u>Regular -</u>		
K	399	382
1 - 3	1099	1151
4 - 5	720	696
Special Education -		
SDC	121	119
RSP	97	109
<u>Middle 6-8</u>		
Regular	988	1013
Special Education -		
SDC	56	61
RSP	73	78
<u>High School 9 - 12</u>		
Regular	1254	1278
Continuation	93	117
ROP	253	242
Special Education -		
SDC	67	64
RSP	72	86
<u>Adult</u>	530	558

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Middle School Mathematics Courses that Align to Common Core Standards

BACKGROUND INFORMATION: California adopted the Common Core Standards in August 2010, and the Mathematics Framework in November 2013, requiring staff to thoroughly evaluate curriculum and align to the new standards.

CURRENT CONSIDERATIONS: The State Board of Education adopted instructional materials for K-8 mathematics in January 2014. The board approved new mathematics instructional materials for middle school mathematics courses at the April 17, 2014 board meeting. New course outlines have been developed to reflect changes in course content. Course outlines and a middle school math pathway chart are included in your board packet for review.

Guidance in the Mathematics Framework recommends that students progress through all grade levels of Common Core mathematics standards in middle school. The new Common Core math standards represent a tight progression of skills and knowledge that is inherently rigorous and designed to provide a strong foundation for success in the new, more advanced, Algebra I and higher math courses that will be taken by students in Grade 9. Students have been placed in the new courses using math benchmark, CST, MDPT (Math Diagnostic Placement Test), grades, and teacher recommendation. To address high achieving students, guidance in the Mathematics Framework provides for an accelerated course in Grade 7 which provides high achieving students the opportunity to cover all Grade 7 common core math standards and key Grade 8 Common Core math standards so that these students can enroll in Algebra I in Grade 8. Once the Common Core math curriculum is fully implemented, Geometry will not be included in the middle school math pathway.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve all Common Core mathematics courses in the middle school curriculum for implementation in August 2014.

Sierra Sands Middle School Mathematics Pathways

Common Core State Standards

6th	7th	8th
		Geometry
	Honors Algebra	Honors Algebra
6th Honors	7th Honors	8th Honors
6th Regular	7th Regular	8th Regular

Transition

6th	7th	8th
		Honors Algebra
6th Honors	7th Honors	8th Honors
6th Regular	7th Regular	8th Regular

Sierra Sands Unified School District
Course Outline

Site: Monroe and Murray Middle Schools

Department: Mathematics

Course Title: Math 6 Regular

Purpose/Goals: In Grade 6, instructional time will focus on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking.

The focus within the four critical areas will include the following:

Ratios and Proportional Relationships

- Understand ratio concepts and use ratio reasoning to solve problems

The Number System

- Apply and extend previous understandings of multiplication and division to divide fractions by fractions
- Multiply and divide multi-digit numbers and find common factors and multiples
- Apply and extend previous understandings of numbers to the system of rational numbers

Expressions and Equations

- Apply and extend previous understandings of arithmetic to algebraic expressions.
- Reason about and solve one-variable equations and inequalities
- Represent and analyze quantitative relationships between dependent and independent variables

Geometry

- Solve real-world and mathematical problems involving area, surface area, and volume

Statistics and Probability

- Develop understanding of statistical variability
- Summarize and describe distributions

Mathematical Practices

1. Make sense of problems and persevere in solving them
2. Reason abstractly and quantitatively
3. Construct viable arguments and critique the reasoning of others
4. Model with mathematics
5. Use appropriate tools strategically
6. Attend to precision
7. Look for and make use of structure
8. Look for and express regularity in repeated reasoning

Grade/Level(s): 6

Prerequisites: Grade 5 Mathematics

A-G Requirement: No

Type of Course: Core

Course Length: One year

Adopted Textbooks/Materials: California GO Math Middle School Grade 6, Houghton Mifflin, Harcourt 2015

Supplemental Text/Materials:

Board Approval: June 19, 2014

Revised:

Sierra Sands Unified School District
Course Outline

Site: Monroe and Murray Middle Schools

Department: Mathematics

Course Title: Math 6 Honors

Purpose/Goals: In Grade 6, instructional time will focus on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking. Grade 6 Honors students cover the same topics outlined in Grade 6 Regular but address these topics in greater depth.

The focus within the four critical areas will include the following:

Ratios and Proportional Relationships

- Understand ratio concepts and use ratio reasoning to solve problems

The Number System

- Apply and extend previous understandings of multiplication and division to divide fractions by fractions
- Multiply and divide multi-digit numbers and find common factors and multiples
- Apply and extend previous understandings of numbers to the system of rational numbers

Expressions and Equations

- Apply and extend previous understandings of arithmetic to algebraic expressions.
- Reason about and solve one-variable equations and inequalities
- Represent and analyze quantitative relationships between dependent and independent variables

Geometry

- Solve real-world and mathematical problems involving area, surface area, and volume

Statistics and Probability

- Develop understanding of statistical variability
- Summarize and describe distributions

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Grade/Level(s): 6

Prerequisites: Grade 5 Mathematics

A-G Requirement: No

Type of Course: Core

Course Length: One year

Adopted Textbooks/Materials: California GO Math Middle School Grade 6, Houghton Mifflin, Harcourt 2015

Supplemental Text/Materials:

Board Approval: June 19, 2014

Revised:

Sierra Sands Unified School District
Course Outline

Site: Monroe and Murray Middle Schools

Department: Mathematics

Course Title: Math 7 Regular

Purpose/Goals: In Grade 7, instructional time will focus on four critical areas: (1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples. The focus within these critical areas will include the following:

Ratios and Proportional Relationships

- Analyze proportional relationships and use them to solve real-world and mathematical problems

The Number System

- Apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers

Expressions and Equations

- Use properties of operations to generate equivalent expressions
- Solve real-life and mathematical problems using numerical and algebraic expressions and equations

Functions

- Define, evaluate, and compare functions
- Use functions to model relationships between quantities

Geometry

- Draw, construct and describe geometrical figures and describe the relationships between them

- Solve real-life and mathematical problems involving angle measure, area, surface area, and volume

Statistics and Probability

- Use random sampling to draw inferences about a population
- Draw informal comparative inferences about two populations
- Investigate chance processes and develop, use, and evaluate probability models

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Grade/Level(s): 7

Prerequisites: Math 6 Regular

A-G Requirement: No

Type of Course: Core

Course Length: One year

Adopted Textbooks/Materials: California GO Math Middle School Grade 7, Houghton Mifflin, Harcourt 2015

Supplemental Text/Materials:

Board Approval: June 19, 2014

Revised:

Sierra Sands Unified School District
Course Outline

Site: Monroe and Murray Middle Schools

Department: Mathematics

Course Title: Math 7 Honors

Purpose/Goals: In Grade 7, instructional time will focus on four critical areas: (1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples. Additionally, this Grade 7 Honors covers the following topics from Grade 8: (1) formulating and reasoning about expressions and equations and solving linear equations; (2) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem. Students successfully completing Math 7 Honors will be recommended for Honors Algebra in 8th grade.

The focus within these critical areas will include the following:

Ratios and Proportional Relationships

- Analyze proportional relationships and use them to solve real-world and mathematical problems

The Number System

- Apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers
- Know that there are numbers that are not rational, and approximate them by rational numbers

Expressions and Equations

- Use properties of operations to generate equivalent expressions
- Solve real-life and mathematical problems using numerical and algebraic expressions and equations
- Work with radicals and integer exponents

- Understand the connections between proportional relationships, lines, and linear equations
- Analyze and solve linear equations and pairs of simultaneous linear equations

Functions

- Define, evaluate, and compare functions
- Use functions to model relationships between quantities

Geometry

- Draw, construct and describe geometrical figures and describe the relationships between them
- Solve real-life and mathematical problems involving angle measure, area, surface area, and volume
- Understand congruence and similarity using physical models, transparencies, or geometry software
- Solve real-world and mathematical problems involving volume of cylinders, cones, and spheres

Statistics and Probability

- Use random sampling to draw inferences about a population
- Draw informal comparative inferences about two populations
- Investigate chance processes and develop, use, and evaluate probability models

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Grade/Level(s): 7

Prerequisites: Math 6 Honors

A-G Requirement: No

Type of Course: Core

Course Length: One year

Adopted Textbooks/Materials: California GO Math Middle School Grade 7 Accelerated,
Houghton Mifflin, Harcourt 2015

Supplemental Text/Materials:

Board Approval: June 19, 2014

Revised:

Sierra Sands Unified School District
Course Outline

Site: Monroe and Murray Middle Schools

Department: Mathematics

Course Title: Math 8 Regular

Purpose/Goals: In Grade 8, instructional time will focus on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem.

The focus within the four critical areas will include the following:

The Number System

- Know that there are numbers that are not rational, and approximate them by rational numbers

Expressions and Equations

- Work with radicals and integer exponents
- Understand the connections between proportional relationships, lines, and linear equations
- Analyze and solve linear equations and pairs of simultaneous linear equations

Functions

- Define, evaluate, and compare functions
- Use functions to model relationships between quantities

Geometry

- Understand congruence and similarity using physical models, transparencies, or geometry software
- Understand and apply the Pythagorean Theorem
- Solve real-world and mathematical problems involving volume of cylinders, cones and spheres

Statistics and Probability

- Investigate patterns of association in bivariate data

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Grade/Level(s): 8

Prerequisites: Math 7 Regular

A-G Requirement: No

Type of Course: Core

Course Length: One year

Adopted Textbooks/Materials: California GO Math Middle School Grade 8, Houghton Mifflin, Harcourt 2015

Supplemental Text/Materials:

Board Approval: June 19, 2014

Revised:

Sierra Sands Unified School District
Course Outline

Site: Monroe and Murray Middle Schools

Department: Mathematics

Course Title: Math 8 Honors

Purpose/Goals: In Grade 8, instructional time will focus on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem. Grade 8 Honors students cover the same topics outlined in Grade 8 Regular but address these topics in greater depth.

The focus within the four critical areas will include the following:

The Number System

- Know that there are numbers that are not rational, and approximate them by rational numbers

Expressions and Equations

- Work with radicals and integer exponents
- Understand the connections between proportional relationships, lines, and linear equations
- Analyze and solve linear equations and pairs of simultaneous linear equations

Functions

- Define, evaluate, and compare functions
- Use functions to model relationships between quantities

Geometry

- Understand congruence and similarity using physical models, transparencies, or geometry software
- Understand and apply the Pythagorean Theorem

- Solve real-world and mathematical problems involving volume of cylinders, cones and spheres

Statistics and Probability

- Investigate patterns of association in bivariate data

Mathematical Practices

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Grade/Level(s): 8

Prerequisites: Math 7 Honors

A-G Requirement: No

Type of Course: Core

Course Length: One year

Adopted Textbooks/Materials: California GO Math Middle School Grade 8, Houghton Mifflin, Harcourt 2015

Supplemental Text/Materials:

Board Approval: June 19, 2014

Revised:

6. EDUCATIONAL ADMINISTRATION

6.2 Approval of the Consolidated Application for Funding Categorical Programs, Part I, 2014-15 School Year

BACKGROUND INFORMATION: The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. The Consolidated Application must be reviewed and approved by the local governing board and by the District English Language Learner Advisory Committee. Signatures from committee members indicate that the committee members have read, discussed, and had the opportunity to provide input on the application being submitted, and the applicable legal assurances.

The winter release of the application is submitted in January of each year and contains the district entitlements for each funded program. Out of each state and federal program entitlement, districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

CURRENT CONSIDERATIONS: The following federal and state programs are included in the Consolidated Application Part I for application and reporting requirement purposes:

- Application for Funding
- Other ESEA Nonprofit Private School participation
- Economic Impact Aid School Funding Plan
- Title I, Part A Nonprofit Private School Participation
- Title I, Part A Planned School Allocations
- Title I, Part A Nonprofit Private School Student Demographics and Services
- Homeless Education Policy, Requirements, and Implementation
- Substitute System for Time Accounting
- Protected Prayer Certification
- Certification of Assurances

FINANCIAL IMPLICATIONS: The Consolidated Application Part I requests approximately \$1,285,383 in funding for the programs listed below. Final funding allocations are received in the fall.

- Title I, Part A-\$1,063,578
- Title II, Part A (Teacher and Principal Training and Recruiting)- \$179,625
- Title III, Part A (Limited English Proficient Students)- \$36,301
- Title III, Immigrant-\$5,879

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve the Consolidated Application Part I for submission to the Department of Education.

2014-15 Application for Funding**CDE Program Contact:**Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640**Local Governing Board Approval**

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

Date of approval by local governing board	06/19/2014
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	TBD
DELAC review date	06/12/2014
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes. If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	On file in district
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment.	

Application for Categorical Programs

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

Economic Impact Aid EC 54000 SACS 7090, 7091 With continued participation in the Economic Impact Aid program the LEA is agreeing to comply with the assurance posted at http://www.cde.ca.gov/fg/aa/co/ca13asstoc.asp .	Yes
Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality)	Yes

California Department of Education

Sierra Sands Unified (15 73742 0000000)

Consolidated Application

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2014-15 Application for Funding**CDE Program Contact:**Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

ESEA Sec. 2101 SACS 4035	
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title III Part A LEP ESEA Sec. 3102 SACS 4203	Yes

California Department of Education

Sierra Sands Unified (15 73742 0000000)

Consolidated Application

Status: Draft

Saved by: Shirley Kennedy

Date: 6/10/2014 10:15 AM

2014-15 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

CDE Program Contact:Laura Nelson, Private School List, lnelson@cde.ca.gov, 916-319-0229Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838**Title II, Part A Improving Teacher and Principal Quality**

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note: Non-unified elementary and/or high school districts that have applied for Title II, Part A funds have the option to add a shared attendance area nonprofit private school if they wish to share responsibility for that school's Title II equitable services.

Title III, Part A Limited English Proficient Student Subgrant Program

On an annual basis, the LEA must consult with all private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III, Part A English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

School Name	School Code	Enrollment	Consultation Occurred?	Title II, Part A Participation	Title III, Part A LEP Participation	School Added	Comment
Immanuel Christian	6934020	109	Y	Y	N	N	
Adventist Christian School	6974133	18	Y	N	N	N	
St. Ann	6974166	149	Y	Y	N	N	
Calvary Christian	7001902	12	Y	N	N	N	

Report Date: 6/10/2014

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California Department of Education
Sierra Sands Unified (15 73742 0000000)

Consolidated Application

Status: Draft
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Date: 6/10/2014 10:19 AM

2014-15 Economic Impact Aid School Funding Plan

Based on information provided in the School Student Counts Projected data collection, the table below provides eligibility and ranking information.

CDE Program Contact:

Gustavo Gonzalez, EIA / LEP, ggonzalez@cde.ca.gov, 916-319-0420
Mark Klinesterker, EIA / SCE, mklinesterker@cde.ca.gov, 916-319-0256

District Advisory Committee (DAC) Review

Per Title 5 of the California Code of Regulations section 4423(c) and Education Code section 54420, once a school district or county office with juvenile court schools is deemed eligible for Economic Impact Aid (EIA) and designates EIA funds for State Compensatory Education (SCE) then the LEA must give the DAC the opportunity to give or offer advice regarding compensatory education programs.

DAC representative's full name

TBD

DAC review date

06/12/2014

Meeting minutes Web address

On file in district

Please enter the Web address of DAC review meeting minutes.

DAC comment

If the advisory committee did not review, describe consulting procedures:

Group schools by grade span

Yes

Funding method

SCE/LEP

NOTE: If the LEA has selected to fund LEP Only, no additional action or data entry is required for the Economic Impact Aid School Funding Plan. The Plan should be saved in order to certify the data collection.

SCE Ranking Method

Percent

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Projected LEP Students	LEP %	Projected EDY Students	EDY %	Projected SCE Students	SCE %	Ranking	SCE Eligible	SCE Fund
Rand Elementary	6009971	1	9	8	88.89	0	0.00	8	88.89	16	177.78	1	Y	Y
Pierce Elementary	6009294	1	338	252	74.56	73	21.60	252	74.56	577	170.71	2	Y	Y
Inyokern Elementary	6009609	1	161	121	75.16	12	7.45	124	77.02	257	159.63	3	Y	Y

Report Date: 6/10/2014

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2014-15 Economic Impact Aid School Funding Plan

Based on information provided in the School Student Counts Projected data collection, the table below provides eligibility and ranking information.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Projected LEP Students	LEP %	Projected EDY Students	EDY %	Projected SCE Students	SCE %	Ranking	SCE Eligible	SCE Fund
Faller Elementary	6009633	1	448	273	60.94	69	15.40	283	63.17	625	139.51	4	Y	Y
Richmond Elementary	6009328	1	472	260	55.08	58	12.29	266	56.36	584	123.73	5	Y	Y
Gateway Elementary	6110712	1	419	222	52.98	33	7.88	221	52.74	476	113.60	6	Y	Y
Las Flores Elementary	6009625	1	504	246	48.81	51	10.12	258	51.19	555	110.12	7	Y	Y
James Monroe Middle	6009617	2	481	280	58.21	55	11.43	293	60.91	628	130.56	1	Y	Y
Murray Middle	6009310	2	590	308	52.20	62	10.51	308	52.20	678	114.92	2	Y	Y
Mesquite Continuation High	1530054	3	108	72	66.67	5	4.63	71	65.74	148	137.04	1	Y	Y
Burroughs High	1531367	3	1403	493	35.14	99	7.06	542	38.63	1134	80.83	2	Y	Y

California Department of Education

Sierra Sands Unified (15 73742 0000000)

Consolidated Application

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2014-15 Title I, Part A Nonprofit Private School Participation

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:Jyoti Singh, Title I Policy & Program Guidance, jysingh@cde.ca.gov, 916-319-0372Rina DeRose-Swinscoe, Title I Policy & Program Guidance, RDeroseswinscoe@cde.ca.gov, 916-323-0472

The LEA must offer to provide equitable services that address the needs of nonprofit private school students and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note:

The LEA of residence is responsible for providing Title I Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a private nonprofit school. This includes students who attend nonprofit private schools outside the LEA's boundaries.

School Name	School Code	Enrollment	Participating	Affirmation On File	Low Income Student Count	Direct Services	Contract Services	School Added
Adventist Christian School	6974133	18	N	N		N	N	N
Calvary Christian	7001902	12	N	N		N	N	N
Immanuel Christian	6934020	109	N	N		N	N	N
St. Ann	6974166	149	Y	Y	25	Y	N	N

Report Date: 6/10/2014

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California Department of Education

Sierra Sands Unified (15 73742 0000000)

Consolidated Application

Status: Draft

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Date: 6/10/2014 10:28 AM

2014-15 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

CDE Program Contact:Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

a - Meets 35% Low Income Requirement

c - Funded by Other Allowable Sources

d - Desegregation Waiver on File

e - Grandfather Provision

f - Feeder Pattern

g - Local Funded Charter Opted Out

h - Local Funded Charter Opt In

Low income measure

FRPM

Group Schools by Grade Span

Yes

District-wide Low Income %

51.39%

Grade Span 1 Low Income %

58.78%

Grade Span 2 Low Income %

54.90%

Grade Span 3 Low Income %

37.39%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
Rand Elementary	6009971	1	9	8	88.89	Y	Y	1	Y		
Inyokern Elementary	6009609	1	161	121	75.16	Y	Y	2	Y		
Pierce Elementary	6009294	1	338	252	74.56	Y	N	3	Y		
Faller Elementary	6009633	1	448	273	60.94	Y	N	4	Y		
Richmond Elementary	6009328	1	472	260	55.08	Y	N	5	Y		

Report Date: 6/10/2014

Page 1 of 2

2014-15 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
Gateway Elementary	6110712	1	419	222	52.98	Y	N	6	Y		
Las Flores Elementary	6009625	1	504	246	48.81	N	N	7	Y	a	
James Monroe Middle	6009617	2	481	280	58.21	Y	N	1	N		
Murray Middle	6009310	2	590	308	52.20	Y	N	2	N		
Mesquite Continuation High	1530054	3	108	72	66.67	Y	N	1	N		
Burroughs High	1531367	3	1403	493	35.14	N	N	2	N		

California Department of Education**Consolidated Application**

Sierra Sands Unified (15 73742 0000000)

Status: Certified
Saved by: Shirley Kennedy
Date: 6/10/2014 10:55 AM**2013-14 Title I, Part A Nonprofit Private School Student Demographics and Services**

The report lists demographics for nonprofit private school students designated as receiving Title I, Part A equitable services.

CDE Program Contact:Jyoti Singh, Title I Policy & Program Guidance, jysingh@cde.ca.gov, 916-319-0372**St. Ann (15 73742 6974166)****Student Counts**

Male Student Count	35
Female Student Count	33
Student Count Total	68

Student Counts by Grade

PreKindergarten Student Count	0
Kindergarten Student Count	3
Grade 1 Student Count	6
Grade 2 Student Count	15
Grade 3 Student Count	15
Grade 4 Student Count	16
Grade 5 Student Count	13
Grade 6 Student Count	
Grade 7 Student Count	
Grade 8 Student Count	
Grade 9 Student Count	
Grade 10 Student Count	
Grade 11 Student Count	
Grade 12 Student Count	
Ungraded Student Count	
Student Count by Grade Total	68

Racial/Ethnic Group Counts

Hispanic or Latino, of any race	16
American Indian or Alaska Native, not Hispanic or Latino	0
Asian, not Hispanic or Latino	2
Black or African American, not Hispanic or Latino	0
Native Hawaiian or Pacific Islander, not Hispanic or Latino	0

Report Date:6/10/2014

Page 1 of 2

2013-14 Title I, Part A Nonprofit Private School Student Demographics and Services

The report lists demographics for nonprofit private school students designated as receiving Title I, Part A equitable services.

CDE Program Contact:

Jyoti Singh, Title I Policy & Program Guidance, jsingh@cde.ca.gov, 916-319-0372

St. Ann (15 73742 6974166)

White, not Hispanic or Latino	42
Multiracial, not Hispanic or Latino	8
Racial/Ethnic Group Counts Total	68

Other Student Counts

Migrant Student Count	0
Students With Disabilities Count	0

Instructional Service Area

Received mathematics services	53
Received reading language arts services	55

2013-14 Homeless Education Policy, Requirements and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Improvement & Accountability Division, lwheeler@cde.ca.gov, 916-319-0383

Mary Donnelly-Ortega, Improvement & Accountability Division, MDonnellyortega@cde.ca.gov, 916-323-5113

Homeless Education Certification

The LEA hereby assures and certifies to the California State Board of Education that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless
 - b) Includes a dispute resolution process
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Contact first name	Shirley
Contact last name	Kennedy
Contact title	Assistant Superintendent
Contact email address (format: abc@xyz)	skennedy@ssusd.org
Contact telephone number (format: 999-999-9999)	760-499-1640

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	

2013-14 Homeless Education Policy, Requirements and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Improvement & Accountability Division, lwheeler@cde.ca.gov, 916-319-0383

Mary Donnelly-Ortega, Improvement & Accountability Division, MDonnellyortega@cde.ca.gov, 916-323-5113

Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	06/20/2013
Does the LEA meet the above federal requirements	Yes
Compliance comment Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

2013-14 Title I, Part A Entitlement	\$1,049,973
2013-14 Title I, Part A direct or indirect services to homeless children reservation	\$10,500
Amount of 2013-14 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$3,202
No expenditures or encumbrances comment Provide an explanation why there is no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

2014-15 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2014-15 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No deficiencies seen at this time.

California Department of Education

Sierra Sands Unified (15 73742 0000000)

Consolidated ApplicationStatus: Certified
Saved by: Shirley Kennedy
Date: 6/10/2014 10:34 AM**2014-15 Protected Prayer Certification**

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269
Mary Payne, District Improvement Office, MPayne@cde.ca.gov, 916-319-0379

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Joanna Rummer
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/10/2014
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

2014-15 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca14asstoc.asp>

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

LEA Plan

An LEA that receives Title III funds, or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds and is in Title III Improvement status must post their Improvement Plan in the California Accountability and Improvement System (CAIS) at <http://www.cde.ca.gov/ta/ac/ca/>.

State Board of Education approval date	7/11/2003
LEA Plan Web page	http://www.ssusdschools.org/files/_zYAQb_/46cef73ff2364ec03745a49013852ec4/2013_Local_Education_Agency_Plan_Sierra_Sands_Unified_School_District_20140

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Joanna Rummer
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/19/2014

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***

Daina Catlin
Counselor - District
Effective 6-4-14

Clara Finneran
Principal – James Monroe
Effective 6-30-14

Chad Houck
Alternative Education Principal – Mesquite
Effective 7-11-14

Kathleen Johnson
Speech Therapist – SELPA
Effective 5-31-14

Andrew Mabey
Physical Education – Burroughs
Effective 5-30-14

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Nicole Leighton
Assistant Principal – Murray
Effective 7-1-14

Bonny Porter
Principal – James Monroe
Effective 7-1-14

Substitute Teachers for 13-14 year

Coaches for 13-14 year:

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.14 CHANGE OF STATUS

Carrie Cope
From Science – Burroughs
To Assistant Principal – Burroughs
Effective 7-1-14

JoAnne McClelland
From Assistant Principal – Burroughs
To Alternative Education Principal - Mesquite

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Clysta Acosta
5 hr. Computer Paraprofessional – Richmond
Effective 5-29-14

Sarah Anderson
1.58 hr. Noon Duty Supervisor – Las Flores
Effective 5-30-14

Melissa Lenderman***
3 ½ hr. Food Service Assistant II – Vieweg
and
3 ½ hr. Food Service Teller – Food Service
Effective 10-20-14

Stacey Pasley
5 ½ hr. Paraprofessional – Richmond
Effective 6-2-14

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Sonny Jao
8 hr. Custodian – James Monroe
Effective 7-1-14

Student Food Service Workers for the 2013-2014 School Year
Stephen Watkins

Student Workability Workers for the 2013-2014 School Year
Melek McIntosh
Malia Steward

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Classified Substitutes for the 2013-2014 School Year

Kathy Pierce

Gala Schrack

8.24 CHANGE OF STATUS

Michelle French

From: 8 hr. Clerk III – Burroughs

To: 8 hr. Account Clerk III – Business Office/Curriculum

Jenny Kingsford

From: 7 hr. Paraprofessional, Signer – Burroughs

To: 3 hr. Paraprofessional Workability Job Developer – Burroughs

And 2.5 hr. Paraprofessional Workability Job Coach – Burroughs

Veronica Muchmore

From: Transportation Technician Confidential – Transportation

To: Transportation Technician Classified – Transportation

Effective 7-1-14

8. PERSONNEL ADMINISTRATION

- 8.3 Ratification of Tentative Agreement between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Issues for 2013-14 and 2014-15
-

BACKGROUND INFORMATION: The DATA and district negotiation teams reached a tentative agreement for 2013-14 and 2014-15.

CURRENT CONSIDERATIONS: DATA and the district reached a tentative agreement regarding contract language changes and proposals. A copy of the agreement is attached.

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

SUPERINTENDENT'S RECOMMENDATION: Ratify the tentative agreement between the Desert Area Teachers Association (DATA) and the Board of Education regarding contract issues for 2013-14 and 2014-15 as presented.

8. PERSONNEL ADMINISTRATION

8.4 Ratification of Tentative Agreement between the Desert Area Guidance Association (DAGA) and the Board of Education Regarding Settlement of Contract Issues for 2013-14 and 2014-15

BACKGROUND INFORMATION: The current Collective Bargaining Agreement between the Desert Area Guidance Association (DAGA) and the Sierra Sands Unified School District expires on June 30, 2014. Sierra Sands Unified and DAGA have reached a tentative agreement 2013-14 and 2014-15. DAGA has ratified a tentative agreement with their membership. Sierra Sands and DAGA will meet to work on contract language changes during the 2014-15 school year.

CURRENT CONSIDERATIONS: DAGA and the district reached a tentative agreement regarding contract issues for 2013-14 and 2014-15. A copy of the agreement is attached.

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

SUPERINTENDENT'S RECOMMENDATION: Ratify the tentative agreement between the Desert Area Guidance Association and the Board of Education.

8. PERSONNEL ADMINISTRATION

8.5 Ratification of Tentative Agreement between the California School Employees Association (CSEA) and the Board of Education Regarding Settlement of Contract Issues for 2013-14 and 2014-15

BACKGROUND INFORMATION: During contract negotiation sessions for 2013-14, the CSEA and district negotiation teams reached a tentative agreement for 2013-14 and 2014-15.

CURRENT CONSIDERATIONS: CSEA and the district reached a tentative agreement regarding contract language changes and proposals. The tentative agreement was ratified by members of CSEA. A copy of the agreement is attached.

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

SUPERINTENDENT'S RECOMMENDATION: Ratify the tentative agreement between the California School Employees Association (CSEA) and the Board of Education regarding contract issues for 2013-14 and 2014-15 as presented.

8. PERSONNEL ADMINISTRATION

8.6 Approval of Salary Schedules for Management and Confidential Employees, 2013-14 and 2014-15 School Years

BACKGROUND INFORMATION: The board has settled contract agreements regarding compensation issues for the 2013-14 school year with the Desert Area Teachers Association (DATA), the Desert Area Guidance Association (DAGA), and Chapter 188 of the California School Employees Association (CSEA). Compensation will also be addressed for confidential and management employees.

CURRENT CONSIDERATIONS: Presented for approval are revised salary schedules for management and confidential employees for the 2013-14 and 2014-15 school years. As with the compensation agreements with the Desert Area Teachers Association, Desert Area Guidance Association, and Chapter 188 of the California School Employees Association, the revised schedules reflect a restructuring of the salary schedules with the adjusted increases for compensation. The method and purpose of the revised schedules mirror those of the DATA, DAGA, and CSEA agreements.

FINANCIAL IMPLICATIONS: The cost for total compensation of the proposed salary schedule revisions for both management and confidential employees is approximately \$40,000 in 2013-14 and \$110,000 in 2014-15.

SUPERINTENDENT'S RECOMMENDATION: Approve the proposed management and confidential salary schedules for 2013-14 and 2014-15 as presented.

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

CURRENT CONSIDERATIONS: The following donations have been received:

Francis Maurice donated a Samsung Printer with an estimated cash value of \$350 and ink cartridges for the above named printer with an estimated cash value of \$150 to be used at Gateway Elementary School. Mark McKinney made a cash donation of \$125 to be used for the Murray Middle School orchestra program. An anonymous cash donation of \$600 was made to be used for Mrs. Cosner's music program at Mesquite High School. The following cash donations were made to be used for student sponsorship of the Murray Middle School Magic Mountain trip: Giovanni Velasco, \$45; Stephanie Hudson, \$200; Lynne Hetherton, \$135; Valerie Bennett, \$105; Bonnie Mann, \$45; Sue Marvin, \$45; Kirsti Smith, \$100; Shelley MacKenzie, \$45; Teri Cleveland, \$45; Desiree Trudy, \$45; Mike Robbins, \$45; and Robin Zurn, \$45.

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 letter of appreciation.

9. GENERAL ADMINISTRATION

9.2 Board Member Travel, National Association of Federally Impacted Schools (NAFIS)

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The travel budget for the board was approved to be \$18,700 and has remained unchanged to date.

CURRENT CONSIDERATIONS: Ms. Amy Castillo-Covert has been designated as the board's representative for NAFIS activities. Since the amount allocated for board member travel is limited and is intended to cover the expenses of all board member travel, it was requested that the board discuss setting a limit to be allocated for NAFIS travel for board members.

Historical amounts spent on NAFIS travel by the board are below:

2007	\$3,621.69	D.C., Reno
2008	\$6,663.10	Las Vegas, D.C., South Dakota, D.C.
2009	\$3,905.09	Houston, Nashville, D.C.
2010	\$2,329.38	San Diego, D.C.
2011	\$2,313.78	D.C.
2012	\$7,600.41	Savannah, D.C., Oklahoma City, D.C.
2013	0	
2014	\$2,861.48	D.C.

The average expense of a trip to Washington, D.C. was \$2,315.70. The average expense of trips outside of Washington, D.C. was \$1,056.71.

The CSBA Conference is anticipated to cost approximately \$7,654.00 for the 2014-15 school year. The cost is slightly less than prior meetings because there will be one less board member beginning in December 2014.

FINANCIAL IMPLICATIONS: The travel budget for the board was set at \$18,700 per school year.

SUPERINTENDENT'S RECOMMENDATION: In accordance with the board's adopted protocol, it is recommended that the board review the travel activity above and determine if it wishes to authorize a limit for travel for NAFIS activities.

10. CONSTRUCTION ADMINISTRATION

10.1 Request Permission to Contract with RBB Architects, Inc. for Services to Provide Architectural and Engineering Services Related to the Heating and Cooling Equipment Located at Two SSUSD School Sites

BACKGROUND INFORMATION: Recently a structural engineering survey was performed at all district school sites. Three sites, Monroe Middle School, Sherman E. Burroughs High School, and Vieweg Educational Center were noted as having one or more heating and cooling units which were installed in a substandard manner. Corrective action was recommended.

CURRENT CONSIDERATION: Immediately upon receipt of the survey report, the district took action to temporarily secure the equipment in a safe manner. The district wishes to permanently remediate these conditions immediately. In order to do so, it must contract with an Architectural and Engineering firm to create plans which will be submitted to DSA for approval. Additionally, the district has already taken steps to apply for California State Facility Hardship funding to facilitate the immediate corrections required. It is the desire of the district to begin work as soon as possible and in that regard the district solicited proposals from several architectural and engineering firms. Responses were received from RBB Architects, Inc. and Westberg and White. Staff has reviewed both proposals for completeness, accuracy of work description as well as cost. RBB Architect, Inc. has been selected as being the most responsive. The district would like to commence work this summer. In order to do so, it requests permission to conclude a contract with RBB Architects, Inc. It should be noted this work is only for the Monroe Middle School and Vieweg Educational Center sites. District Maintenance and Operations staff plan to implement a solution for the Sherman E. Burroughs site that will allow the safe use of the space on that campus until the permanent solution can be implemented during the extensive modernization expected to take place during the implementation of the DOD/OEA School Facilities Modernization Grant process. It is expected that once the design has been approved by the Department of the State Architect, district staff will return to the board for authority to negotiate and conclude a contract for the remediation of the conditions.

FINANCIAL IMPLICATIONS: It is anticipated that the costs related to this contract will not exceed \$195,000.00. At this time, the use of Inyo-Kern Schools Financing Authority funds has been identified as the appropriate funding source. Approval for same is contained in Item 10.2 for this meeting. It should be noted that the district will apply for and expects to receive reimbursement of approximately 60% of the costs related to remediation of the existing conditions.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize staff to proceed with the action to contract with RBB Architects, Inc.



May 28, 2014 REVISED

Ms. Pamela Pence, Program Manager
SIERRA SANDS UNIFIED SCHOOL DISTRICT
113 West Felspar Ave
Ridgecrest, CA 93555-3520

RE: Sierra Sands Unified School District (SSUSD)
Equipment Replacement – Fee Proposal

Dear Ms. Pence:

RBB Architects is pleased to submit our Fee Proposal for the SSUSD Equipment Replacement Project. We are excited about the possibility of providing services to The SSUSD District and your Team.

RBB ARCHITECTS INC

Joseph A. Balbona, AIA
Deneys Purcell, AIA
Arthur E. Border, AIA
Sylvia Botero, AIA
Kevin Boots, AIA

10980 Wilshire Boulevard
Los Angeles, CA
90024-3905

T: 310 473 3555
www.rbbinc.com

A. Reference Documents

Below find list of referenced documents used in preparation of this Fee Proposal:

- Emails from Pamela Pence
- KNA Consulting Engineers Inc Phase 1 Evaluation dated March 4, 2014.

B. Project Description

- The Project is limited to replacement in kind of Mechanical Equipment identified in KNA's report to have Category Hazards 4 and 5, and is assumed that DSA will not require corrective actions at the same campuses of the items identified as Category Hazards 2 or 3.
- The scope includes 8 units located on roof tops of buildings in the following campuses and listed in order of priority:
 - Monroe Middle School – 4 Lennox units and 2 Evap Coolers
 - Vieweg Elementary School – 2 Lennox units

RBB has on numerous Projects, worked with KPFF and TK1SC to solve challenges posed by unforeseen field conditions side by side with the Contractor to facilitate the schedule. On this Project the RBB Team will work with the Contractor in real time to facilitate the equipment replacement and field conditions and avoid any potential costly delays or impacts to the facility operations.

C. Proposed Scope of Basic Services

1. Scope of Architect's Basic Services:

The scope of basic services includes the following:

- Coordinate and facilitate the engineering effort of the A/E Team.
- Coordinate and lead a maximum of 3 Design Meetings with Facilities staff per each campus.
- Detail Architectural and roofing modifications to support the equipment replacement on the roof.
- Organize and coordinate submission of Permit Packages to DSA.

2. Scope of Structural Engineer's Basic Services:

The scope of basic Structural services shall include the following:

- Engineer localized roof support engineering as required for the replacement equipment.
- Piping support and bracing will be supported from roof
- Seismic Anchorage meeting Title 24 seismic criteria of each of the new MEP distribution systems on the roof is included, only from the nearest point-of-connection.





3. Scope of Mechanical/ Electrical/ Plumbing Engineer's Services:

- Engineer the replacement of thirteen (13) existing HVAC units.
- Intent is to replace all equipment like for like.
- Specify proper flex connections meeting seismic Title 24 criteria
- Demo all raceway back to source for all existing mechanical equipment to be demolished. Provide new raceway as required.

D. Compensation

The Fee Schedule proposed is based on documentation noted above, along with information presented through emails received by RBB and the engineering team. Should scope change during design or Existing Condition assessment, the fee may require adjustment by mutual agreement with SSUSD.

Compensation is based on successfully being assigned all three campuses. we propose to do the **Basic A/E Services (including Construction Administration) for the amount of \$179,843**. This Fee includes Basic Services of Architectural, Structural, Mechanical, Plumbing, and Electrical Consultants, and can be broken down as follows:

- | | |
|-----------------------------|------------------|
| ○ Monroe Middle School: | \$112,403 |
| ○ Vieweg Elementary School: | \$67,440 |

E. Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's Employees and Consultants directly related to the Project, as identified follows:

- Transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- Reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- Renderings, models and mock-ups requested by the Owner;
- Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- Other similar direct Project-related expenditures.
- Utility Locate Fees.

Fees paid for securing approval of authorities having jurisdiction over the Project will be a Reimbursable expense but cannot be defined at this point and are not included in the estimate of Reimbursable Expenses noted on the Fee Schedules. **Reimbursable Expenses** are estimated not to exceed **\$14,387** equally split between the three schools.

F. Schedule

Preliminary Design:	Duration of ½ of a month
Design Development:	Duration of ½ of a month
Construction Documents:	Duration of 1 month

G. Assumptions / Clarifications / Conditions:

- The team understands As-Builts are not available from the SSUSD; however, original drawings of the buildings will be available prior to Notice To Proceed.
- The new M/E/P equipment will be comparable in weight and size to the existing MEP system and that the added weight, if any, will not trigger any code-required seismic upgrade of the building.





- The gross equipment weight is small in comparison to the building mass and therefore seismic analysis or modeling of the lateral force resisting system to justify the existing building will not be required by DSA.
- Scope does not include any Special Seismic Certification or justification/engineering of the new MEP equipment.
- The existing main and sub electrical panel on the roof shall remain. The photos in the KNA Report indicate there may be existing code clearance problems with these panels; however, it cannot be fully evaluated at this time without field investigation. As such, any rooftop distribution system modifications are excluded; however it could be provided as an Additional Service. A recommendation will be made at the end of the Preliminary Design Phase if we believe this will be required. Close-out of any currently open DSA permits pending field operations or closed due to inactivity at the facility or not certified is excluded but could be accomplished as an Add Service.
- Team will submit 3 DSA packages, one per campus.
- We understand that the Buildings will not be occupied and are not required to remain operational during construction.
- Existing unit sizes are appropriate; and no MEP Analysis of loads will be required.
- Units will go back in their existing locations. Below or above roof duct/ piping / conduit modifications are not anticipated. Because the KNA Report identified concerns with equipment placement with respect to roof pitch and or edge of roof which cannot be fully evaluated at this time without field investigation, our proposal excludes analysis of this scope. A recommendation will be made at the end of the Preliminary Design Phase if we believe relocation of the units will be required. This scope would constitute Additional Services.
- It is assumed that at their present locations the outside air intake of all equipment has the code required clearance from exhaust and roof vents.
- It is assumed the existing units are currently providing code required air balance to the building. Our scope will include confirmation that existing air balance values prior to replacement are maintained by the new units.
- Existing electrical service and distribution are assumed to be adequate and code compliant.
- We assumed terminal screws and wiring connections were properly secured in control, electric and air modulator panels.
- We assumed outside air economizers were installed where required.
- Existing condensate and gas service is adequate at each location and a disconnect and reconnect only is provided. We assumed all condensate drains are properly trapped.
- Connection of a new fire alarm device to an existing compliant system is assumed.
- Design team deliverables will be in AutoCAD.
- Specification of, and design of temporary units or seismic bracing of such or temporary power is excluded based on our understanding that the buildings will be vacant and the equipment installation can be made without temporary units.
- Commissioning is excluded.
- Vibration analysis is excluded.
- Cost estimating is excluded.
- Retrofitting of existing structure if new units loads have impact on the roof structure
- Roofing details will be provided for the new equipment installations. The KNA report describes some water leakage issues and the pictures indicate some existing roofing concerns; however, without field investigation by the Roofing Manufacturer or a Roofing Consultant we are unable to evaluate and associate a fee with any necessary roofing repairs. As such any roofing evaluation is excluded; however, could be provided as an Additional Service. A recommendation will be made at the end of the Preliminary Design Phase if we believe this will be required.
- Any Destructive testing or similar investigation procedures are excluded.
- Attachments of existing transition curbs or Pre-manufactured curbs for units being replaced cannot be evaluated at this time until the connections are exposed. Any improvement or correction of existing conditions that are not currently exposed to view or identified in the KNA report are excluded at this time. After further evaluation additional services may be required for this scope. A





recommendation will be made at the end of the Preliminary Design Phase if we believe this will be required.

H. Additional Services Expenses

Any services not included in our Basic Service fee would be an added cost, billed on a T&M basis; refer to attached Hourly Rates on the following pages for Additional Services that may be requested.

The following services are not included in our Basic Service fee and would be an added cost, billed on a T&M basis:

- Owner requested changes affecting changes beyond the scope listed here.
- Additional project meetings above and beyond 3 meetings during Design.
- Additional Consultants not listed herein
- Energy Modeling, Life cycle costs analysis, energy effectiveness studies and preparation of maintenance or operating manuals.
- Design Services related to 3rd Party Certification programs such as Savings By Design, Green Globe, GGHC or USGBC's LEED Certification of building, studies necessary to determine such feasibility leading to Certification and the preparation of coordination of the documentation necessary.
- Seismic Analysis of Existing equipment to remain.
- Utility Company Coordination Services

I. Requested Client Activities:

- SSUSD to provide a Facility list of preferred Vendors prior to design commencement to facilitate our selection of products and materials.
- Panel tape readings by local Electrical licensed professional of panels identified by our EEOR.
- The Owner will be responsible for application, and plan review fees.
- Client to assist RBB in requesting from DSA an Expedited Plan Review for replacement of mechanical equipment.
- SSUSD to assist RBB in scheduling the Design meetings to occur on one day for all three facilities to minimize travel impacts.





J. A/E Additional Service Hourly rates

RBB ARCHITECTS INC. 2014 Billing Rates	
<i>Rates are subject to change annually</i>	
Role / Responsibility	Hourly Rate
Principal	\$218.00
Senior Project Manager	\$192.00
Senior Project Designer	\$192.00
Senior Planner	\$192.00
Senior Construction Manager	\$192.00
Project Manager	\$182.00
Senior Construction Administrator	\$182.00
Project Architect	\$170.00
Construction Administrator	\$170.00
Planner	\$170.00
Senior Interior Designer	\$155.00
Job Captain	\$145.00
Designer	\$145.00
Senior Drafter (CAD / BIM Specialist)	\$125.00
Intermediate Drafter	\$110.00
Junior Drafter	\$ 75.00
Administrative Assistant	\$ 75.00
Document Control Coordinator	\$ 65.00
TK1SC Collaborative 2014 Billing Rates	
<i>Rates are subject to change annually</i>	
Principal	\$210.00
Senior Associate	\$195.00
Associate	\$185.00
Senior Project Manager	\$175.00
Senior Lighting Design	\$175.00
Senior System Engineer	\$175.00
Project Manager	\$150.00
Lighting Designer	\$150.00
System Engineer	\$150.00
Engineer	\$130.00
Assistant Lighting Design	\$130.00
Assistant System Engineer	\$130.00
Designer	\$110.00
CAD / BIM Specialist	\$ 90.00
Clerical	\$ 75.00
KPFF CONSULTING ENGINEERS- STRUCTURAL 2014 Billing Rates	
<i>Rates are subject to change annually</i>	
Principal-in-Charge	\$195.00
Senior Project Manager	\$175.00
Project Manager	\$160.00
Project Engineer	\$130.00
Design Engineer	\$115.00
Project Drafter	\$110.00
Drafter / CAD Operator	\$110.00
NOTE: This hourly rate schedule is firm for twelve months from date of execution of contract with an annual escalation of 5% thereafter.	



K. Siemens Equipment Installation – By Category

Cat.*	Campus	Building	Unit Count	Equipment Type
	Monroe Middle School, 340 West Church Avenue Ridgecrest, CA 93555	2	6	
5	Monroe Middle School (MS)	North CR/Shop & Music/Food / Service Bldgs	1	Lennox 1
5	Monroe Middle School (MS)	North CR/Shop & Music/Food / Service Bldgs	1	Lennox 2
5	Monroe Middle School (MS)	North CR/Shop & Music/Food / Service Bldgs	1	Lennox 3
5	Monroe Middle School (MS)	North CR/Shop & Music/Food / Service Bldgs	1	Lennox 4
5	Monroe Middle School (MS)	North CR/Shop & Music/Food / Service Bldgs	1	Evap Coolers 1-2
5	Monroe Middle School (MS)	North CR/Shop & Music/Food / Service Bldgs	1	Evap Coolers 1-2
	Vieweg Elementary School, 348 Rowe St. Ridgecrest, CA 93555-3248	2	2	
4	Vieweg Elementary School	Kindergarten Building 1	1	Lennox 1
4	Vieweg Elementary School	Kindergarten Building 2	1	Lennox 2

*Categories

Category 1-NO HAZARD: Assumes that the work was completed in accordance with CCR Title 24 requirements, including all engineering and DSA approval. No action required.

Category 2- MINIMAL HAZARD: Not an immediate safety concern. Requires further study. No immediate need to move students.

Category 3 - HAZARD: Safety concerns that need to be addressed in a timely manner due to possible fire hazard in the event of an earthquake. Units falling off of roof are not likely. Requires further study. No immediate need to move students.

Category 4 - MODERATE HAZARD: Safety concerns that need to be addressed without delay due to possible fire hazard and/or units falling off of roof in the event of an earthquake. No immediate need to move students however hazard zone below roofline needs to be established and made off-limits to all personnel until such time that the condition is made safe.

Category 5 - EXTREME HAZARD: Safety concerns that need to be addressed immediately due to possible fire hazard and/or units falling off roof in the event of an earthquake. No immediate need to move students however hazard zone below roofline needs to be established and made off-limits to all personnel until such time that the condition is made safe.



We appreciate the opportunity to provide this proposal and look forward to working with SSUSD.

If this proposal meets your approval, please note your acceptance by signing below and submit a signed copy for our records. Upon receipt we would commence work.

Respectfully,

RBB ARCHITECTS INC

Sylvia Botero, AIA LEED AP
Sr. Vice President
sbotero@rbbinc.com

ACCEPTANCE:

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ms. Pamela Pence
Project Manager

DATE _____

cc: Joseph Balbona, RBB
Kevin Boots, RBB
Veronica Flores, RBB
RBB Accounting



ARCHITECTURAL/ENGINEERING RBB SERVICES AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____ in the year 2014 (the "Effective Date"), between the **SIERRA SANDS UNIFIED SCHOOL DISTRICT**, hereinafter referred to as ("DISTRICT"), and **RBB ARCHITECTS, INC.**, hereinafter referred to as "RBB". The DISTRICT and RBB are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires services and/or advice of a highly specialized and technical nature in connection with certain architectural, engineering, construction and/or administrative matters, and such services and advice are not available within the DISTRICT, and cannot be performed satisfactorily by DISTRICT employees; and

WHEREAS, RBB possesses the necessary expert knowledge, experience, and ability to perform services not available through DISTRICT personnel, and RBB is specially experienced and competent to provide to the DISTRICT certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, DISTRICT desires to obtain specialized architectural and engineering services and/or advice for the replacement of existing equipment at Monroe Middle School and Vieweg Elementary School, hereinafter referred to as the "PROJECT"; and

WHEREAS, RBB has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the above recitals are true and correct, and further as follows:

ARTICLE I **SCOPE AND SERVICES AND RESPONSIBILITIES**

1. Services to be Provided by RBB. The RBB shall provide to the DISTRICT on the terms set forth herein all the services articulated in RBB's proposal which is attached hereto and incorporated herein as **EXHIBIT "A"** (the "RBB WORK PLAN") and specifically the Proposed Scope of Basic Services listed in the RBB WORK PLAN, including all services necessary to meet the requirements, services, and promises made in the RBB WORK PLAN. The RBB WORK PLAN shall be considered to include the DISTRICT's RFP. The DISTRICT and RBB expressly agree to incorporate the terms and conditions of the DISTRICT's RFP into this AGREEMENT by this reference and the PARTIES understand that the RFP shall constitute a binding part this AGREEMENT. In the event of a discrepancy, inconsistency, or other difference between the terms of the RFP or RBB WORK PLAN with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling. RBB's scope of work shall include providing the services listed in RBB WORK PLAN including the following:

A) Preliminary Design Services:

1) RBB shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for the PROJECT. If there are issues with the PROJECT that has been provided, as part of the Preliminary Design Services, ARCHITECT shall rework the PROJECT with the DISTRICT representative and the DISTRICT. Once the Preliminary Design, PROJECT and PROJECT Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Preliminary Design, PROJECT and Budget, RBB may then move on to the Design Development Phase.

2) RBB shall prepare, for approval by the DISTRICT, Preliminary Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Preliminary Design. The Preliminary Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

3) RBB shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the DISTRICT.

4) RBB shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

5) RBB shall perform Preliminary Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

B) Design Development Phase (Preliminary Plans)

1) Upon approval by the DISTRICT of the Preliminary Design services set forth above, RBB shall prepare Design Development Documents based on the Preliminary Design and based on the PROJECT that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the PROJECT requirements, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. RBB shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but

not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department.

2) RBB shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

C) Construction Document Phase (Final Plans)

1) RBB shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Informational Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the OPSC, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by RBB shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

2) RBB shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

3) RBB shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents, if applicable. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, RBB shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

4) RBB shall perform Construction Document Services to keep the PROJECT within all PROJECT scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

5) If the estimated PROJECT Construction Cost exceeds the Budget, RBB shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget

and scope set by the DISTRICT, unless otherwise modified by written authorization of the DISTRICT.

D) Construction Administration Services:

1) RBB shall participate in all pre-bid conferences and job walks for the PROJECT and shall assist the DISTRICT in addressing all questions arising during the conferences/walks.

2) RBB shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the PROJECT Documents. RBB's actions shall not delay the work, but should allow for sufficient time, in RBB's professional judgment, to permit adequate review. RBB shall ensure that all deferred approval submittals are resolved and approved by DSA prior to certification of the PROJECT.

3) RBB shall review all requests for information ("RFI"), submittals, and substitution requests that are submitted in connection with the PROJECT, determine the data criteria required to evaluate requests for substitutions; and be responsible for ensuring that all RFI's, submittals and substitution requests are responded to not later than fourteen (14) days, or as soon as the circumstances require.

4) RBB shall visit the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the work is being completed, in every material respect, in compliance with the DSA approved PROJECT Documents (in no case shall the number of visits be less than once every week or as necessary to can verify that the work complies with the DSA approved PROJECT Documents, whichever is greater) and to:

- i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed;
- ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports prepared and submitted to DSA and Project Inspector as necessary for the timely inspection of the PROJECT;
- iii. Endeavor to guard against nonconforming work and deficiencies in the work;
- iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA PROJECT Documents; and
- v. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties.

5) RBB shall make subsequent revisions to drawings, specifications, and other DSA approved Project Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by RBB. RBB shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

E) Project Close Out:

1) Within thirty (30) days after the completion of the PROJECT's construction and RBB's receipt of as-built documents, RBB will review the as-built documents and revise the record drawings and specifications so that they include all material changes made necessary by Construction Change Directives, change orders, Requests For Information, change order requests ("COR's"), Bulletins, clarifications as noted in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved PROJECT Documents. RBB shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, RBB shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

2) RBB shall assist the DISTRICT in securing the delivery of any and all applicable documents to DSA for review prior to issuance of a "Certificate of Completion." RBB shall submit all documents prepared by, or in control of, RBB to DSA without delay.

3) During the period the PROJECT is under construction, RBB shall certify that the following two documents have been submitted to DSA:

- (1) Copies of the Project Inspector's semi-monthly reports;
- (2) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (3) Copies of all the necessary Project Inspection Cards (PIC's) which have been approved and signed off by the Project Inspector for the certification by DSA; and
- (4) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

4) RBB shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, RBB shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

5) Upon the completion of all construction, including all Punch List items, RBB shall assist the DISTRICT in securing the delivery of the following documents to DSA:

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from RBB, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.
- (9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
- (10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

RBB shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to RBB and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, RBB shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

2. Classification: To the extent it is determined under applicable law that RBB fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, RBB resigns any and all rights and privileges derived from this AGREEMENT and any resulting relationship, which resignation is deemed accepted under such circumstances by the DISTRICT.

3. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on the Effective Date and shall end one calendar year from the Effective Date ("Period of

Performance”). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

4. RBB’s Certifications, Representations and Warranties. RBB makes the following certifications, representations, and warranties for the benefit of the DISTRICT and RBB acknowledges and agrees that the DISTRICT, in deciding to engage RBB pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of RBB’s engagement hereunder:

a. RBB is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, RBB has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. RBB, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers’ compensation and equal protection and non-discrimination laws.

c. The RBB will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The RBB will furnish, at its expense, those services that are set forth in this AGREEMENT and represents that the services set forth herein are within the technical and professional areas of expertise of RBB or any subconsultant RBB has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the DISTRICT desires RBB to provide services in addition to, or different from, the services described herein. The RBB shall advise the DISTRICT in writing of any services that, in RBB’s opinion, lie outside of the technical and professional expertise of RBB.

5. RBB has been selected to perform the work herein because of the skills and expertise of key individuals. Services under this AGREEMENT shall be performed only by competent personnel under this supervision of and/or in the employment of RBB. RBB shall conform to DISTRICT’s reasonable requests regarding assignment of personnel. All personnel, including those assigned at DISTRICT’s request, shall be supervised by RBB.

6. RBB shall not change any of the key personnel without prior written approval by the DISTRICT, unless said personnel cease to be employed by RBB. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. RBB agrees that reassignment of any of the listed personnel during the AGREEMENT period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the DISTRICT. Any costs associated with reassignment of personnel shall be borne exclusively by RBB and RBB shall not charge the DISTRICT for the cost of training or “bringing up to speed” replacement personnel. If any designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice RBB shall immediately

remove that person from the PROJECT and provide a temporary replacement. RBB shall within fifteen (15) work days, provide a permanent replacement person acceptable to the DISTRICT. DISTRICT may condition its approval of replacement personnel upon a reasonable transition period wherein new personnel will learn the PROJECT and Projects and get “up to speed” at RBB’s cost.

7. RBB represents that RBB has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by RBB.

ARTICLE II

COMPENSATION TO THE RBB

1. The DISTRICT shall compensate RBB as follows:

a. The DISTRICT agrees to pay RBB in accordance with the fee, rate and/or price schedule information set forth in **EXHIBIT “A”** for the services performed pursuant to this AGREEMENT. In no event shall the total payment to RBB exceed **ONE HUNDRED SEVENTY NINE THOUSAND EIGHT HUNDRED FORTY THREE DOLLARS (\$179,843.00)** for performing the services required by this AGREEMENT. This not-to-exceed amount does not include reimbursable expenses, which are addressed in Article III below.

b. RBB shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time RBB begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, RBB agrees that no other compensation, fringe benefits, or other remuneration is due to RBB by the DISTRICT for services rendered under this AGREEMENT. RBB shall not apply for or receive statutory benefits available to employees of the DISTRICT because RBB is not an employee of the DISTRICT; rather, RBB is operating under a personal services agreement pursuant to 45103.1(b)(2) and has only the rights defined by this AGREEMENT.

2. The RBB shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the service, identify the individual performing the service, state the hours worked and rate charged, and describe the service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced item(s). Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional

overtime expense. No payments will be made by the DISTRICT to RBB for monthly invoices requesting reimbursables or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to RBB of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the approved invoice.

3. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of RBB to make payments properly to its employees or subconsultants; or (3) failure of RBB to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints.

ARTICLE III **REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to RBB at one and one-tenth (1.1) times the expenses incurred by RBB, RBB's employees and consultants for the following specified items unless otherwise approved by the DISTRICT in writing:

a. Approved reproduction of reports and/or other documents otherwise not covered in the agreement and approved in advance by District.

b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.

c. Express shipping, overnight mail, messenger, courier, or delivery services approved in advance by the District.

d. Mileage at IRS Rate if site exceeds more than 25 miles from the District.

e. Out of town travel approved in advance by District.

2. Reimbursable expenses are estimated to be FOURTEEN THOUSAND THREE HUNDRED EIGHTY SEVEN DOLLARS (\$14,387), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

ARTICLE IV **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of RBB; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to RBB for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due RBB for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of RBB. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to RBB.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article IV, Paragraph 4 below, and RBB shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by RBB.

4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to RBB. In the event of a termination without cause, the DISTRICT shall pay to RBB for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due RBB for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of RBB.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, RBB agrees to continue the work diligently to completion. If the dispute is not resolved, RBB agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but RBB's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay RBB the undisputed amounts due under this AGREEMENT.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE IV OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE V

ADDITIONAL RBB SERVICES

1. RBB shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond RBB's control. RBB shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require RBB to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with PROJECT modifications required by causes beyond the control of RBB which are not the result of the direct or indirect negligence, errors or omissions on the part of RBB;

c. If the DISTRICT requests additional shifts to complete the services articulated in **EXHIBIT "A"** where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of RBB and RBB's compensation is expressly conditioned on the lack of fault of RBB;

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in RBB's industry.

ARTICLE VI

ACCOUNTING AND PROJECT RECORDS OF THE RBB

1. Records of RBB's direct personnel and reimbursable expenses pertaining to any extra services provided by RBB, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and RBB shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

2. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by RBB or the RBB's consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code section 17316 for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using RBB's or RBB's consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.

ARTICLE VII
REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by RBB or RBB's consultants in accordance with this AGREEMENT (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide RBB with a written request for the return of its PROPERTY at any time. Upon RBB's receipt of the DISTRICT's written request, RBB shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

ARTICLE VIII
INDEMNITY & INSURANCE

1. To the fullest extent permitted by law, RBB agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to RBB's employees or RBB's subconsultant's employees arising out of RBB's work under this AGREEMENT; and

b. General Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of RBB, RBB shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by RBB or the DISTRICT, or any person, firm or corporation employed by RBB or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT. The RBB, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of RBB, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. Professional Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of RBB, RBB shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of RBB, or any person, firm or

corporation employed by RBB, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to RBB's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of RBB.

d. [NOT USED]

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE §2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE RBB'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE RBB. IN NO EVENT SHALL THE RBB'S LIABILITY BE LIMITED TO ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF FEES RECEIVED BY THE RBB FOR PERFORMING SERVICES RELATED TO THIS AGREEMENT.

2. RBB shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect RBB and DISTRICT from claims which may arise out of or result from RBB's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The RBB shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;

3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that RBB subcontracts any portion of RBB's duties, RBB shall require any such subconsultant to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of RBB hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. RBB shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, RBB shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event RBB fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of RBB, and in such event RBB shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE IX

MISCELLANEOUS

1. RBB, in the performance of this AGREEMENT, shall be and act as an independent contractor. RBB understands and agrees that RBB and all of RBB's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. RBB assumes the full responsibility for the acts and/or omissions of RBB's employees or agents as they relate to the services to be provided under this AGREEMENT. RBB shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective RBB's employees.

2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or RBB.

3. The DISTRICT and RBB, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. RBB shall not assign this AGREEMENT.

4. This AGREEMENT shall be governed by the laws of the State of California.

5. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE RBB. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS **EXHIBIT "A"** SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE RBB SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE RBB MAY BE INCORPORATED INTO THIS AGREEMENT AS **EXHIBIT "A"** BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PORTIONS DESCRIBING THE RBB'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

6. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and RBB and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and RBB.

7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

8. Time is of the essence with respect to all provisions of this AGREEMENT.

9. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.

11. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

12. Confidentiality: The RBB shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

13. Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

14. Notices: All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

Sierra Sands Unified School District
Attn: Jody Rummer, Superintendent
133 Felspar
Ridgecrest, CA 93555

To RBB:

RBB ARCHITECTS, INC.
Sylvia Botero, Senior Vice President
10980 Wilshire Blvd.
Los Angeles, CA 90024

15. Tobacco Prohibited: any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

16. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

17. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

18. Images: If applicable, RBB is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

19. Pursuant to and in accordance with the provisions of Government Code section 8546.7 or any amendments thereto, all books, records and files of RBB, or any subconsultant connected with the performance of this AGREEMENT involving the expenditure of public funds

in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this AGREEMENT. RBB shall preserve and cause to be preserved such books, records and files for the audit period.

20. Prevailing Wages: If applicable and required, RBB shall pay, and shall cause all subconsultants of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or Services under this AGREEMENT. RBB shall fully indemnify and defend the DISTRICT from any claims arising from RBB's failure to meet and prevailing wage requirements.

21. Education Code Section 45125.1: During the entire term of this AGREEMENT, RBB shall fully comply with the provision of Education Code sections 45125.1 (Fingerprinting Requirements), when it is determined that RBB will have contract with pupils in the performance of services under this AGREEMENT. See **EXHIBIT "B"** attached.

22. This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

RBB ARCHITECTS, INC.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By_____

By_____

Print Name_____

Print Name_____

Title_____

Title_____

Date_____

Date_____

EXHIBIT “A”

RBB WORK PLAN

(INSERT RBB’S PROPOSAL AND THE DISTRICT’S RFP)

EXHIBIT “B”

RBB’S CERTIFICATION REGARDING BACKGROUND CHECKS

Pursuant to Education Code Section 45125.1, RBB has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Sierra Sands Unified School District, pursuant to this AGREEMENT, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, below is a list of the names of the employees of the undersigned who may come in contact with pupils:

Dwayne L. Love - Construction Administrator, RBB Architects

Ramon Rubio - Structural Engineer, kpff Consulting Engineers

Bill Voller - Mechanical Engineer, tk1sc Collaborative

Marc Haines - Electrical Engineer, tk1sc Collaborative

RBB shall immediately notify the District in writing, and amend this certification, if any other person becomes involved with the PROJECT in a way that may cause them to come in contact with pupils.

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

Date_____, 2014

RBB ARCHITECTS INC.

By its:_____

10. CONSTRUCTION ADMINISTRATION

10.2 Request Permission to Use Inyo-Kern Schools Financing Dollars to Contract with RBB Architects, Inc. for Services to Provide Architectural and Engineering Services Related to the Heating and Cooling Equipment Located at SSUSD School Sites

BACKGROUND INFORMATION: Recently a structural engineering survey was performed at all district school sites. Three sites, Monroe Middle School, Sherman E. Burroughs High School, and Vieweg Educational Center, were noted as having one or more heating and cooling units which were installed in a substandard manner. Corrective action was recommended.

CURRENT CONSIDERATION: Funding is required for the effort discussed in the Sierra Sands Unified School District Board Item 10.1 requesting permission to contract with RBB Architects, Inc. for architectural and engineering services related to the remediation of the substandard installation of heating and cooling units at two Sierra Sands Unified School District school sites. As previously mentioned, the district has already taken steps to apply for California State Facility Hardship funding to facilitate the immediate corrections required. When received, the funds received from the State of California are expected to reduce costs to the district by approximately 60%. Since it is the desire of the district to begin work as soon as possible, funds for that effort must be committed immediately in order to sign a contract with the selected A&E firm, RBB Architects, Inc., and direct them to commence work in a timely fashion. The district would like to commence work this summer

FINANCIAL IMPLICATIONS: It is anticipated that the costs related to the Architectural and Engineering portion of the project will not exceed \$195,000.00.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board commit Inyo-Kern Schools Financing Authority funds for the entirety of this effort which includes the cost of A&E services.

10. CONSTRUCTION ADMINISTRATION

10.3 Approval of Resolution #26 1314 Identifying District Representatives Who Will
Certify Documents and Act as Liaisons with the State Allocation Board

BACKGROUND INFORMATION: Pursuant to Education Code 17070.10 et. seq. the district is required to notify the State Allocation Board when changes in personnel who act as liaisons and certify documents occur. This notification is accomplished via the passage of a Resolution of the Board of Trustees acknowledging the change and identifying the new personnel empowered to act in the interests of the district in matters pertaining to school construction issues.

CURRENT CONSIDERATION: Retiring District Superintendent Mrs. Joanna Rummer and retiring Assistant Superintendent for Construction Mrs. Elaine Janson, have acted in this capacity for the last ten years. The district will continue to require representation to the State Allocation Board for the foreseeable future. Therefore, Superintendent-elect Mr. Ernest Bell and Mrs. Christina Giraldo, Assistant Superintendent for Business have been identified as District Representatives.

FINANCIAL IMPLICATIONS: There are no costs associated with this action for the district.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize and approve the attached Resolution #26 1314 as requested.

BEFORE THE GOVERNING BOARD
OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT
KERN COUNTY, CALIFORNIA

The Matter of Identifying
District Representative

RESOLUTION #26 1314

WHEREAS, the Board of Trustees will be requesting funding of one or more School Facility Program projects pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et Seq. of the Education Code; and

WHEREAS, the Board of Trustees is required to identify the District Representatives that will certify documents and act as liaison with the State Allocation Board; and

WHEREAS, the Board of Trustees has identified the following individuals as the District Representatives:

- ◆ Ernest Bell
- ◆ Christina Giraldo

WHEREAS, the District Representatives have been directed to review all school sites for modernization eligibility and update the eligibility on an annual basis when applicable;

WHEREAS, the District Representatives have been directed to review the District's new construction eligibility and update the eligibility on an annual basis when applicable;

NOW, THEREFORE, the Board of Trustees authorizes the District Representatives to execute documents as necessary to carry out the provision of this resolution.

This resolution was adopted by the Board of Trustees on June 19, 2014 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

Clerk of the Governing Board
Sierra Sands Unified School District

10. CONSTRUCTION ADMINISTRATION

10.4 Approval of Resolution #27 1314 Certifying the Number of Unhoused Pupils in the
Sierra Sands Unified School District

BACKGROUND INFORMATION: Pursuant to the Charter School Facilities Program, Education Code 17978.52 et. seq. the district has received notification from the Ridgecrest Charter School that it intends to file an application with the Office of Public School Construction for funding an expansion project on its campus which is located within the district's boundaries.

CURRENT CONSIDERATION: Pursuant to Education Code 17078.53 et. seq. Ridgecrest Charter School's application must be supported by a certification from the governing board of the school district within whose boundaries the charter school is physically located of the number of unhoused pupils of that district that will be housed by the project for which funding is requested.

FINANCIAL IMPLICATIONS: There are no costs associated with this action for the district.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize and approve the attached Resolution #27 1314 as requested.

RESOLUTION NO. #27 1314

**RESOLUTION CERTIFYING THE NUMBER OF UNHOUSED PUPILS IN THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT**

WHEREAS, pursuant to the Charter School Facilities Program (Ed. Code, § 17078.52 et seq. ("CSFD")), the Governing Board of Ridgecrest Charter School ("Charter School") notified Sierra Sands Unified School District ("District") and its Superintendent of its intent to file an application with the Office of Public School Construction for new construction funding for its expansion project ("Project") to be located within the District's boundaries; and

WHEREAS, pursuant to Education Code Section 17078.53(d) and California Code of Regulations, Title 2, Section 1859.162(a), the Charter School's application must be supported by a certification from the governing board of the school district within which the charter school is physically located of the number of unhoused pupils of that district that will be housed by the project for which funding is requested.

NOW, THEREFORE, the Board of Education does hereby find, determine and resolve as follows:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Certification. The Board hereby determines and certifies that the number of District's unhoused pupils (as defined and determined pursuant to Education Code section 17071.75 et seq.) that this Project will serve is zero district students. The District has no unhoused students. This certification is based on the fact that the capacity of all of the district's schools is greater than the five (5) year projected enrollment as updated with enrollment data through the 2013/14 school year.

PASSED, ADOPTED, AND APPROVED by at least two-thirds (2/3rds) vote of the members of the Governing Board of the Sierra Sands Unified School District this 19th day of June, 2014, as noted herein.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

By: _____
President, Governing Board

By: _____
Member, Governing Board

10. CONSTRUCTION ADMINISTRATION

10.5 Request Permission to Incur Additional Costs Associated with DOD/OEA Modernization Project at Sherman E. Burroughs High School

BACKGROUND INFORMATION: In March 2014, the architectural firm of Westberg and White was chosen by the district to perform architectural and engineering services in connection with the modernization grant for Sherman E. Burroughs High School received by the district from the Department of Defense administered through the Office of Economic Adjustment. Since that time, Westberg and White has been working on the project in all its aspects. This includes approvals from the Department of State Architect, the Office of Public School Construction, the County of Kern, the City of Ridgecrest, as well as the various public utility companies.

CURRENT CONSIDERATION: The contract, signed in April 2014, spoke to all the known conditions at the BHS site and was considered inclusive of all conditions. Since that time, Westberg and White has been working with the above mentioned entities to obtain the approvals necessary to proceed with the project. As part of the review process, both the Office of Public School Construction as well as the City of Ridgecrest have imposed significant changes on the design of the new parking lot. Inclusion of these unforeseen changes requires that additional work be accomplished by Westberg and White as well as the civil engineer with whom they have contracted for this service.

FINANCIAL IMPLICATIONS: It is anticipated that the costs related to this project will not exceed \$8.5K. The use of Fund 40 is appropriate for this expense.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize staff to proceed with the action to approve this expense so that the changes can be incorporated in the drawings which are at DSA for review.

June 3, 2014

SIERRA SANDS UNIFIED SCHOOL DISTRICT (SSUSD)
113 Felspar Street
Ridgecrest, CA 93555

Attn: Joanna Rummer, District Superintendent

RE: Expanded Architectural/Engineering Services Proposal to revise Student Parking Lot and prepare additional off-site improvement documents.
Burroughs High School – D. O. D. Modernization and New Construction Project
W+W P/N: 11019.02

Dear Ms. Rummer:

Westberg + White, Inc., Architects and Planners finds it necessary to submit this proposal for Additional Architect's Services to revise the Burroughs High School construction documents pursuant to California Department of Education and City of Ridgecrest requirements.

A. SCOPE OF WORK

Revise the Civil Engineering documents to cover the successive changes required for the Student Parking Lot according to the California Department of Education review comments and final acceptance of the traffic circulation plan, and to prepare additional off-site Encroachment Permit Drawings for a new deceleration lane and left turn pocket on French Street as required by the City of Ridgecrest Public Works Department.

B. SERVICES PROVIDED

Professional services include the project Civil Engineer. A copy of their proposal to us is attached.

C. COMPENSATION

Based on the Scope of Work listed above, our proposed compensation shall be a fixed fee of \$8,304.00 for Professional Services in accordance with Attachment "A".

D. REIMBURSABLES

Project related expenses are in addition to the fee(s) and include those expenses incurred in the interest of the Project. These expenses will be compensated in accordance with the terms under Article XI of the "Architectural Services Agreement", dated April 1, 2013.


Ms. Joanna Rummer, District Superintendent
SIERRA SANDS UNIFIED SCHOOL DISTRICT (SSUSD)
Expanded Architectural/Engineering Services Proposal
Burroughs High School – D. O. D. Modernization and New Construction Project
W+W P/N: 11019.01
June 3, 2014
Page 2 of 2

Should you find the fee proposal acceptable for the scope of services outlined above, please sign and return this Professional Services Authorization. This will allow us to begin work in compliance with California statutes while a purchase order is being processed, and formal contract terms adopted.

We look forward to continuing our enjoyable working relationship.

Please contact us if you have any questions or other desired clarifications.

Sincerely,
WESTBERG + WHITE, INC., Architects and Planners



Robert L. Bender, AIA, CCCA
Senior Architect, C10136, exp 6/30/15

Joanna B. Rummer,
District Superintendent

Date:

Cc: Pamela Pence, SSUSD;
Paul Westberg, W+W;
W+W #11019.02, Acct. File

Enclosures: Attachment "A" - Fee Summary, 05/20/14
Attachment "B" - NA Associates Proposal #1329.01, dated May 27, 2014
Attachment "C" - W+W 2013-2014 Hourly Fee Schedule

Sierra Sands Unified School District
ARCHITECTURAL / ENGINEERING SERVICES
Burroughs H. S. - Revisions to Student Parking & Additional Off-Site Work
PN#: 11019.02

Wetberg + White
June 3, 2014

ARCHITECTURAL AND ENGINEERING SERVICES

Discipline	Consultant						TOTALS
Architect	Westberg + White						\$384
Civil	NA Associates, Inc					(transferred from itemized Arch Services)	
Landscape						(NA proposal #1320.01, dated May 27, 2014)	\$7,200
Structural						(not participating in the scope of this expanded services proposal)	\$0
Mechanical / Plumbing						(not participating in the scope of this expanded services proposal)	\$0
Electrical						(not participating in the scope of this expanded services proposal)	\$0
Cost Estimate						(not participating in the scope of this expanded services proposal)	\$0
Laboratory Consultant						(not participating in the scope of this expanded services proposal)	\$0
Food Services						(not participating in the scope of this expanded services proposal)	\$0
Technology Consultant						(not participating in the scope of this expanded services proposal)	\$0
Architect	Westberg + White					(10% markup on consultant fees)	\$720

TOTAL ARCHITECTURAL AND ENGINEERING SERVICES

\$8,304

Sierra Sands Unified School District
ARCHITECTURAL / ENGINEERING SERVICES
Burroughs H. S. - Revisions to Student Parking & Additional Off-Site Work
PN#: 11019.02

Wetberg + White
June 3, 2014

ARCHITECTURAL SERVICES performed by W+W

Architectural Personnel		PRINC	DESIGN	PM	PA/PL	JC	CAD	SW	CA	ADMIN
Direct Salary Rate		\$72.00	\$50.00	\$50.00	\$43.00	\$36.00	\$26.00	\$25.00	\$40.00	\$22.00
Direct Expenses Rate		150%	150%	150%	150%	150%	150%	150%	150%	150%
Subtotal		\$108.00	\$75.00	\$75.00	\$64.50	\$54.00	\$39.00	\$37.50	\$60.00	\$33.00
Overhead & Profit Rate		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extra Services Hourly Fee		\$216.00	\$150.00	\$150.00	\$129.00	\$108.00	\$78.00	\$75.00	\$120.00	\$66.00
Task		Hours to Complete								
prepare proposal / negotiate contract agreement				1						Totals
project set up / coordination / management				1						1
programming meeting w/ CM & District										2
site investigation of existing conditions										0
schematic design										0
negotiate scope w/ consultants										0
outline specifications										0
design development										0
specifications										0
construction documents										0
specifications										0
DSA submittal / approval processing										0
construction administration (site visits)										0
supplemental document coordination										0
travel time										0
Subtotal Hours		0	0	2	0	0	0	0	0	0
Hourly Fee		\$216.00	\$150.00	\$150.00	\$129.00	\$108.00	\$78.00	\$75.00	\$120.00	\$66.00
Fee per Personnel		\$0	\$0	\$300	\$0	\$0	\$0	\$0	\$0	\$66
Printing and Misc Reimbursibles										\$366
Total Architectural Services						(allowance)				\$18
										\$384

Attachment "B"

NA & ASSOCIATES, Inc. 16 Technology Dr. #115. Irvine, CA 92618 P(949) 753-0600 F(949) 753-0660

May 27th, 2014
JN: 1329.01

Mr. Robert Bender
WESTBERG + WHITE ARCH.
14471 Chambers Rd., Ste 210
Tustin, CA 92780

RE: Burroughs High School - ADDITIONAL SERVICES

Dear Robert:

This letter serves as request for Additional Services for Burroughs HS project. This add service will cover the new changes to the south parking layout and the new deceleration lane on French Street. The scope will include re-grading the parking lot, horizontal control/site modifications, traffic signs revisions, the new deceleration lane (in plan and profile layouts) and submitting for approval thru the City of Ridgecrest.

NA & Associates, Inc. will provide these Services for a Fixed Fee of \$7,200.00

We want to thank you for putting your trust in our company to provide these services. If you have any questions, please call me.

Sincerely,

NA & Associates, Inc.

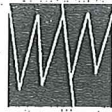
Accepted and Agreed:



Nick Ayoub, P.E.
Principal

WESTBERG + WHITE ARCH

Attachment "C"



WESTBERG + WHITE, INC.
ARCHITECTS AND PLANNERS

HOURLY FEE SCHEDULE

2013- 2014

Partner / Principal	\$215
Associate Architect	\$175
Senior Project Architect or Designer	\$150
Project Architect or Manager	\$130
Construction Administrator I	\$130
Job Captain	\$110
Designer/Planner	\$100
Draftsperson, Senior	\$90
Construction Administrator II	\$80
Draftsperson, Intermediate	\$75
Draftsperson, Junior	\$70
Clerical Support	\$70

Services provided by engineering and special consultants assigned to the project, and other reimbursable expenses shall be charged at one and one-tenth (1.10) times the amount billed to Westberg + White, Inc.

These are the current rates effective July 1, 2013 through June 30, 2014 and are subject to change once annually each July 1.

F:\JobGuidelines\Hourly Schedule 2012 - 2013

MEMBER AMERICAN INSTITUTE OF ARCHITECTS

14471 Chambers Road, Suite 210, Tustin, CA 92780-6964 (714) 508-1780 Fax (714) 508-1790
1775 Hancock Street, Suite 270, San Diego, CA 92110-2041 (619) 542-1188 Fax (619) 542-1663
719 S. McCLELLAND STREET, SANTA MARIA, CA 93454-5122 (805) 346-2991 FAX (805) 346-8790
www.wwarch.com

10. CONSTRUCTION ADMINISTRATION

10.6 Request Permission to Incur Additional Architectural and Engineering Costs Associated with Compliance with Direction from the Department of State Architect to Include Plans to Remediate Deficient Heating and Air Conditioning Equipment into the Plans for the DOD/OEA School Facilities Modernization and Construction Located at Sherman E. Burroughs High School

BACKGROUND INFORMATION: In March 2014, the architectural firm of Westberg and White was chosen by the district to perform architectural and engineering services in connection with the modernization grant for Sherman E. Burroughs High School received by the district from the Department of Defense administered through the Office of Economic Adjustment. Since that time, Westberg and White has been working on the project in all its aspects.

CURRENT CONSIDERATION: The contract for Architectural and Engineering services for the project which was signed in April 2014 spoke to all the known conditions at the BHS site and was considered inclusive of all known conditions. A number of deficiencies related to the heating and cooling installations on district campuses exist, including Sherman E. Burroughs. The heating and cooling project related to the BHS campus was closed uncertified by the Department of State Architect. When the district began discussing the DOD/OEA project with the Department of State Architect, the DSA notified the district that in order for the Sherman E. Burroughs High School DOD/OEA plans to be certified by DSA, the district must include plans for remediation of the uncertified heating and cooling work in the DOD/OEA project package. Existence of this unforeseen change requires that additional work be accomplished by Westberg and White.

FINANCIAL IMPLICATIONS: It is anticipated that the costs related to this project will not exceed \$232K. The use of Fund 40 is appropriate for this expense.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize staff to proceed with the action to approve this expense so that the changes can be incorporated in the drawings which are at DSA for review.

May 21, 2014 (Revised June 4, 2014)

SIERRA SANDS UNIFIED SCHOOL DISTRICT (SSUSD)
113 Felspar Street
Ridgecrest, CA 93555

Attn: Joanna Rummer, District Superintendent

RE: Expanded Architectural/Engineering Services Proposal to prepare revisions to the documents to accomplish close-out or remediation of work under **DSA Application Numbers 03-107049 and 03-107287** at Burroughs High School.
Burroughs High School – D. O. D. Modernization and New Construction Project
W+W P/N: 11019.01

Dear Ms. Rummer:

Westberg + White, Inc., Architects and Planners is pleased to present this proposal for Additional Architect's Services to revise the Burroughs High School construction documents pursuant to the meeting with the District and DSA on March 13, 2014 (Attachment "B"). We understand the intent of the expanded services shall be to separate, identify, and clearly delineate or prescribe removal or remediation of the deficient Siemens construction shown under the above application numbers, from the work of the DOD Modernization project's program requirements and criteria, on the project documents for DSA application number 03-115512. These services will ultimately allow DSA to issue the Letter #5 - Resolution of Certification Due to Structures: for the outstanding application numbers under the Burroughs High School files.

A. SCOPE OF WORK

The Scope of Work is based upon continued discussions with The Division of the State Architect's Office, School District Staff, and further review of options for replacement of HVAC equipment / systems as agreed to by the District (Attachment "C"), which comprise the following:

1. Classroom Buildings "C, D, L and M": (DSA Application #03-107049 and 03-107287)
 - a. Indicate the removal of all interior and exterior construction and structural framing shown under both application number drawings and rebuild or patch with new construction to bring the facility back to the original condition.
 - b. Remove all Mechanical equipment and systems with Electrical components and connections installed under both application numbers from the buildings with replacement to be part of the DOD Modernization project program requirements.
 - c. Indicate removal of concrete equipment pads or slabs installed inside the equipment enclosures illustrated on the Siemens drawings and replace to match existing paving or re-grade the area to align with original conditions.
 - d. Remediate all structural deficiencies resulting from the construction indicated on the Siemens drawings to the satisfaction of the Division of the State Architects Office.

2. Music Building “F”: (DSA Application #03-107287)
 - a. Indicate the removal of all interior and exterior construction and structural framing shown under the application number drawings and rebuild or patch with new construction to bring the facility back to the original condition.
 - b. Remove all Mechanical equipment and systems with Electrical components and connections installed under the application number from the building and reinstall new package HVAC equipment to meet the building requirements.
3. Arts Building “G”: (DSA Application #03-107287)
 - a. Remove and reinstall roof mounted HVAC equipment to remediate all structural deficiencies resulting from the installation indicated on the Siemens drawings to the satisfaction of the Division of the State Architects Office.
 - b. Indicate the ductwork and equipment support framing installed under the Siemens drawings to remediate structural deficiencies resulting from the construction to be part of the DOD Modernization project.
4. Library Building “B”: (DSA Application #03-107287)
 - a. Remove all Mechanical equipment and systems with Electrical components and connections installed under the Siemens application number drawings from the building and replace with new packaged HVAC unit to meet the building requirements.
 - b. Remediate all structural deficiencies resulting from the construction indicated on the Siemens drawings to the satisfaction of the Division of the State Architects Office.
5. Multi-Use / Cafeteria Building “I”: (DSA Application #03-107287)
 - a. Indicate the removal of all interior and exterior construction and structural framing shown under the application number drawings and rebuild or patch with new construction to bring the facility back to the original condition.
 - b. Remove all Mechanical equipment and systems with Electrical components and connections installed under the application numbers from the buildings and replace with new HVAC system to meet the building’s requirements.
 - c. Remediate all structural deficiencies resulting from the construction indicated on the Siemens drawings to the satisfaction of the Division of the State Architects Office.
6. Gymnasium Building “J”: (DSA Application #03-107287)
 - a. Indicate the removal of all interior and exterior construction and structural framing shown under the application number drawings and rebuild or patch with new construction to bring the facility back to the original condition.
 - b. Remove all Mechanical equipment and systems with Electrical components and connections installed under the application number from the building and replace with new HVAC system to meet the building’s requirements.
 - c. Remediate all structural deficiencies resulting from the construction indicated on the Siemens drawings to the satisfaction of the Division of the State Architects Office.

7. Existing Administration Building "A": (DSA Application #03-107287 & KNA Report #259.087)
 - a. Indicate the removal of all interior and exterior construction and structural framing shown under the application number drawings and rebuild or patch with new construction to bring the facility back to the original condition.
 - b. Remove all Mechanical equipment and systems with Electrical components and connections installed under the application number from the building and replace with new HVAC system to meet the building's requirements.
 - c. Remediate all structural deficiencies resulting from the construction indicated on the Siemens drawings to the satisfaction of the Division of the State Architects Office.
 - d. Remove and reinstall roof mounted HVAC equipment to remediate the structural deficiencies resulting from the installation undertaken by Siemens identified in the KNA Report, to the satisfaction of the Division of the State Architects Office.
8. Auto Shop Building "S": (KNA Report #259.087)
 - a. Remove all roof mounted HVAC equipment to remediate the structural deficiencies resulting from the installation undertaken by Siemens as identified in the KNA Report, to the satisfaction of the Division of the State Architects Office.
9. Site Plan:
 - a. Indicate removal of concrete equipment pads or slabs installed inside the equipment enclosures illustrated on the Siemens drawings and replace to match existing paving or re-grade the area to align with original conditions.

B. SERVICES PROVIDED

Our professional services include the project Structural, Mechanical and Electrical Engineers, and Cost Estimating consultant. A copy of their proposals to us is attached.

C. COMPENSATION

Based on the Scope of Work listed above, our compensation shall be Invoice Monthly for Architectural Services on an hourly basis in accordance with the latest Professional Fee Schedule, Attachment 'H', and shall include hourly consultant fee invoices, or direct expenses to date. Total of the compensation shall be a not-to-exceed amount of \$232,193.00 for Professional Services in accordance with Attachment "A".

Changes or an expansion of our services will be performed on a time and material basis in accordance with our latest Professional Fee Schedule, Attachment "H", or as mutually agreed. No changes or expansion of our services requiring additional compensation shall be performed without written authorization. Either party has the right to terminate the work of this proposal upon prompt written notice.

D. SCHEDULE

We shall revise our drawings and specifications to include the changes requested as part of the DSA submission for review and approval no later than July 30, 2014. The changes will extend the Project Developments Schedule for the project by NINE Months extending the Completion of Design date established Grant Agreement to December 30, 2014.

E. REIMBURSABLES

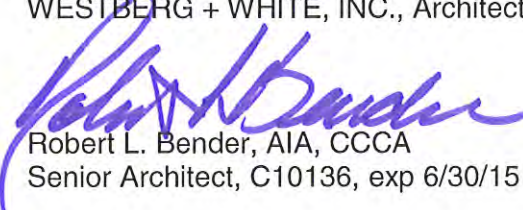
Project related expenses are in addition to the fee(s) and include those expenses incurred in the interest of the Project. These expenses will be compensated in accordance with the terms under Article XI of the "Architectural Services Agreement", dated April 1, 2013.

If our proposal accurately reflects the scope of services as outlined in the above summary, and you find the fee acceptable, please sign and return this Professional Services Authorization. This will allow us to begin work in compliance with California statutes while a purchase order is being processed, and formal contract terms adopted.

We look forward to continuing our enjoyable working relationship.

Please contact us if you have any questions or other desired clarifications.

Sincerely,
WESTBERG + WHITE, INC., Architects and Planners



Robert L. Bender, AIA, CCCA
Senior Architect, C10136, exp 6/30/15

Joanna B. Rummer,
District Superintendent

Date:

Cc: Pamela Pence, SSUSD;
Paul Westberg, W+W;
W+W #11019.01, Acct. File

Enclosures: Attachment "A" - Fee Summary, 05/20/14
Attachment "B" - DSA Siemens HVAC Project Close out Meeting Notes, 03/13/14
Attachment "C" - AMPE, Inc. Report on Siemens Remediation Equipment Replacement
Attachment "D" - KNA Consulting, Inc., Proposal #259.079.32, dated May 20, 2014
Attachment "E" - AMPE, Inc., Request for Extra Services Proposal dated May 28, 2014
Attachment "F" - TK 1 SC, Proposal tk1sc 2013-0337.01, dated June 4, 2014
Attachment "G" - Leverton & Associates, Proposal #2084 WW, dated June 3, 2014
Attachment "H" - W+W 2013-2014 Hourly Fee Schedule

Sierra Sands Unified School District
ARCHITECTURAL / ENGINEERING SERVICES
Burroughs H. S. - Siemens Close-Out HVAC (DSA A#s)
PN#: 11019.01

ARCHITECTURAL AND ENGINEERING SERVICES

Discipline	Consultant						TOTALS
Architect	Westberg + White					(transferred from itemized Fee Breakdown)	\$102,183
Civil						(not participating in the scope of this expanded services proposal)	\$0
Landscape						(not participating in the scope of this expanded services proposal)	\$0
Structural	KNA Consulting, Inc					(KNA proposal No. 259.079.32, dated May 20, 2014)	\$56,000
Mechanical / Plumbing	AMPE, Inc					(Request for extra services May 28, 2014)	\$52,191
Electrical	TK1SC Collaborative					(Scope change agreement tk1sc 2013-0337.01, dated June 4, 2014)	\$5,500
Cost Estimate	Leverton & Associates					(Proposal #2084WW, dated June 3, 2014)	\$4,500
Laboratory Consultant						(not participating in the scope of this expanded services proposal)	\$0
Food Services						(not participating in the scope of this expanded services proposal)	\$0
Technology Consultant						(not participating in the scope of this expanded services proposal)	\$0
Architect	Westberg + White					(10% markup on consultant fees)	\$11,819

TOTAL ARCHITECTURAL AND ENGINEERING SERVICES

\$232,193

ARCHITECTURAL SERVICES performed by W+W

[illegible]

Burroughs H. S. - Siemens Close-Out HVAC (DSA A#'s)
Sierra Sands Unified School District
Location
PN#: 11019.01

Wetberg + White
May 20, 2014

FEE BREAKDOWN - Architectural

Phase code	Task Description	Principal	Project Manager	Project Designer	Project Architect	Job Captain	Senior CADD	Intermed. CADD	Spec Writer	Admin.	Constr. Admin.	HOURS	TOTAL
0	Administration	3.00	20.00	0.00	13.00	0.00	0.00	0.00	0.00	0.00	0.00	36.00	\$5,325
	Programming / Scope Meeting at DSA	1.00	1.00		1.00								
	Prepare Proposal / Negotiate Agreement		8.00										
	Client Meetings				10.00								
	Negotiate Scope w/ Consultants		6.00										
	Project Set Up / Management		1.00										
	Prepare & Issue DSA Meeting Notes		2.00										
	Travel	2.00	2.00		2.00								
Phase code	Task Description	Principal	Project Manager	Project Designer	Project Architect	Job Captain	Senior CADD	Intermed. CADD	Spec Writer	Admin.	Constr. Admin.	HOURS	TOTAL
1	Predesign/Programming	0.00	144.00	0.00	0.00	24.00	0.00	0.00	0.00	0.00	0.00	168.00	\$24,192
	Define Programming		96.00			10.00							
	User Meeting to validate program		2.00										
	Concept Plans												
	As Built Drawings												
	As Built Drawing Research		16.00										
	Field Verification of Existing Conditions		8.00			8.00							
	Field Review Documentation		4.00										
	Adjustment to Existing Survey												
	Travel		18.00			6.00							
Phase code	Task Description	Principal	Project Manager	Project Designer	Project Architect	Job Captain	Senior CADD	Intermed. CADD	Spec Writer	Admin.	Constr. Admin.	HOURS	TOTAL
3	Schematic Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0
	Preliminary Agency Meeting												
	Fire Department												
	Client Meetings (3)												
	Project Coordination												
	Concept Drawings												
	Overall Site Plan												
	Enlarged Site Plans												
	Floor Plans												
	Elevations												
	Sections												
	Details												
	Outline Specifications												
	Coordinate Consultants												
	Civil												
	Landscape												
	Structural												
	Mechanical / Plumbing												
	Electrical												
	Cost												
	Travel												
Phase code	Task Description	Principal	Project Manager	Project Designer	Project Architect	Job Captain	Senior CADD	Intermed. CADD	Spec Writer	Admin.	Constr. Admin.	HOURS	TOTAL
4	Design Development	0.00	20.00	0.00	0.00	40.00	80.00	0.00	0.00	0.00	0.00	140.00	\$13,560
	General Design												
	Site Plan Refinements												
	Project Coordination		20.00										
	Code Review												
	Meetings: Client/User Meetings (3)												
	Drawings					40.00	80.00						
	Overall Site Plan												
	Enlarged Site Plans												
	Floor Plans												
	Elevations												
	Sections												
	Details												
	Coordinate/Mtg Consultants (2)												
	Civil												
	Landscape												
	Structural												
	Mechanical / Plumbing												
	Electrical												
	Cost												
	Quality Assurance Review												
	Travel												

Phase code	Task Description	Principal	Project Manager	Project Designer	Project Architect	Job Captain	Senior CADD	Intermed. CADD	Spec Writer	Admin.	Constr. Admin.	HOURS	TOTAL
5	CONSTRUCTION DOCS	0.00	80.00	0.00	0.00	160.00	280.00	0.00	0.00	0.00	0.00	520.00	\$51,120
	Documentation/Coordination/Management		80.00										
	Code Review												
	Meetings: Client/User Meetings (1)												
	Consultant Coordination												
	Civil												
	Landscape												
	Structure												
	Mechanical /Plumbing												
	Electrical												
	Laboratory												
	Audio/Visual												
	Technology												
	Food Service												
	Agency Coordination and Submittal												
	DSA												
	Fire Department												
	Drawings					160.00	280.00						
	Cover Sheet												
	Standard Sheets												
	Overall Site Plan												
	Enlarged Site Plans												
	Floor Plans (10 Bldgs)												
	Reflected Ceiling Plans												
	Elevations												
	Sections												
	Interior Elevations												
	Details												
	Specifications												
	Quality Assurance Review												
	Travel												
Phase code	Task Description	Principal	Project Manager	Project Designer	Project Architect	Job Captain	Senior CADD	Intermed. CADD	Spec Writer	Admin.	Constr. Admin.	HOURS	TOTAL
6	BIDDING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0
	Issue Drawings to Owner												
	Request for Information												
	Pre Bid Coordination												
	Assist Owner in review of bids												
	Addendums												
	Travel												
Phase code	Task Description	Principal	Project Manager	Project Designer	Project Architect	Job Captain	Senior CADD	Intermed. CADD	Spec Writer	Admin.	Constr. Admin.	HOURS	TOTAL
7	CONSTRUCTION ADMINISTRATION	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	24.00	\$3,120
	Request for Information												
	Clarification Drawings												
	Submittal Review												
	Job Site Meetings (3)		2.00								4.00		
	Field Reports/Meeting Reports												
	Coordination												
	Change Order Processing												
	Punch list												
	Travel		6.00								12.00		
Phase code	Task Description	Principal	Project Manager	Project Designer	Project Architect	Job Captain	Senior CADD	Intermed. CADD	Spec Writer	Admin.	Constr. Admin.	HOURS	TOTAL
8		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0
	DSA Close Out												

Total Hours	3.00	272.00	0.00	13.00	224.00	360.00	0.00	0.00	0.00	16.00	888.00	Manhours
Rate	\$216	\$150	\$150	\$129	\$108	\$78	\$72	\$75	\$66	\$120		
Fee per Personnel	\$648	\$40,800	\$0	\$1,677	\$24,192	\$28,080	\$0	\$0	\$0	\$1,920		\$97,317
Printing and Misc Reimbursables												\$4,866
Total Architectural Services												\$102,183

Attachment "B"



WESTBERG + WHITE, INC.
ARCHITECTS AND PLANNERS

SIERRA SANDS UNIFIED SCHOOL DISTRICT

BURROUGHS HIGH SCHOOL D. O. D. MODERNIZATION AND NEW CONSTRUCTION PROJECT / SIEMENS HVAC PROJECT CLOSE-OUT OF OPEN APPLICATION NUMBERS MEETING NOTES

Date: Thursday, March 13, 2014
Time: 1:30 p.m.
Meeting Location: Division of the State Architect – Los Angeles Regional Office
Attendees: Joanna Rummer, Pamela Pence, Steve Hubbard, SSUSD
Douglas Humprey, Michael Ciortea, Danny Wong, DSA-LA Regional Office
David Payte, Project Inspector - SSUSD
Paul Westberg, Robert Espinoza, Robert Bender, W+W Inc. Architects
Larry Kaprielian, Stefan Chiose, KNA, Inc. Structural Engineers

Purpose of Meeting To review and discuss the Correction Plan of Action submitted by Sierra Sands Unified School in letter to DSA dated February 26, 2014 for close-out or remediation of work at Burroughs High School under **Application Numbers 03-107049 and 03-107287**. Also, to address the affect of these open application numbers on the approval or stamp out of projects currently being processed pertaining to the Notice of Progress letter from DSA dated February 24, 2014 for **Application Number 03-115486**, and review the applicability of the deficient work on the Burroughs High School - Department of Defense Modernization and New Construction project, **Application Number 03-115512**.

The following items were discussed:

<u>Item No.</u>	<u>Action</u>	<u>Discussion</u>
1.	Info.	DSA (DH) commented on the action by the District to hire a new Architect to remediate the deficiencies as the obvious solution being very appropriate, and outlined the DSA policies relavent to Certification to close out projects that exceed four years from the last reported work. DSA advised that CCD's are not the appropriate procedure to resolve non-conforming work or deviations from the DSA approved plans after the four year window has expired. It was resolved that a new application would be necessary.
2.	W+W	Architect and District PM provided hand outs which defined the scope of work under the uncertified Siemens A#'s for the buildings on the Burroughs High School campus. The extent of this work being remediated under the scope of the modernization application # 03-115512 was identified (4 or 5 buildings) and discussion centered on the method to include (wrap) the uncertified work into the new project. An amendment of the existing application will be necessary or a concurrent application submitted to resolve the deficiencies.



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ARCHITECTS AND PLANNERS

3. Info. Method to remediate the Siemens work now considered to be non-conforming buildings was discussed. To have the District to hire a Testing and Inspection Agency, including a Certified Inspector, to set up (establish) a proposed method for investigation of the deficiencies and prepare written report for submittal to DSA for review and approval was considered. DSA noted that on HVAC projects they are only concerned with structural deficiencies, aka anchorage to structure and holes in masonry walls as noted by the Architect.
4. Info. DSA indicated a preference to incorporate the HVAC remediation work into the new Modernization project if capable, but would be willing to issue a new application number if absolutely necessary. The current application for the Performing Arts Center – HVAC and Roofing project # 03-115486 is assumed to remedy the Siemens deficiencies for that building and will be processed through close out on its own.
5. DSA Incorporation of the remaining buildings from the uncertified applications into the Modernization application was reviewed based on the current status of the plan review process. DSA (DW) advised that structural plan review of A# 03-115512 is now at 70% complete. It was decided that DSA would suspend plan review at the current status and return the package with comments to the Architect.
6. W+W Arrangement to incorporate expansion of Siemens scope into the Modernization project would required methodology discussed as follows:
 - Appending the modernization drawing package to supplement the work required to remediate the Siemens deficiencies attached to the back of the drawing set was discussed. This could then be bid as a stand alone portion of the project. However DSA advised they need to see all the work incorporated into each building be illustrated on a single sheet under the application number.
 - It was resolved that the Architect is to clearly identify or delineate the expanded Siemens scope, beyond the Modernization work, for each building as necessary. Additional sheets were required for inclusion of the expanded Siemens scope are to be clearly identified as “new” on the sheet index and within the set of drawings. Method to identify expanded scope for each drawing via delta, clouds, or other means is to be review with DSA for approval.
 - Comments (redlines) made on the modernization drawings during the plan review process are to be responded to and identified by a written narrative in addition making corrections to the drawings and be listed page by page in the resubmittal.
 - Payment of additional fees for the expansion of scope to the Modernization application would be predicated on the construction cost to accomplish the remediation work. Should the estimated construction cost be less than 30% of the cost for the Modernization work, the increase in fees for the project final cost will be determined based on the DSA-168 form.
 - Separation of the New Construction portion of the current application number from the Modernization portions was reviewed, but would not accomplish further clarity of the expanded scope verses the Siemens work, would require a new application, and would not satisfy the D.O.D. program.



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ARCHITECTS AND PLANNERS

- | | | |
|-----|-------|---|
| 7 | W+W | Architect to arrange and schedule a new intake meeting to include DSA personnel listed in attendance to make DSA aware of the re-submittal. Architect to identify (link) the expanded scope of the uncertified application numbers on the drawings for DSA's review and approval. |
| 8. | DSA | DSA Field Representative (Dave Connelly) will set up and conduct the Field Review Process. DSA to investigate and approve the expanded scope. |
| 9. | Info. | DSA clarified that the uncertified application numbers will be closed without certification according to Letter 5, which requires that everything of the previous scope of work shall be removed. |
| 10. | Info. | Predicated on the above and based upon a full understanding of the expansion of scope for the Modernization project for modifications to the drawings, a target date for resubmittal to DSA was discussed as the end of April with stamp out tentatively schedule for July 2014. |

Meeting was adjourned at approximately 2:45 p.m.

Notes taken by Robert Bender with Pamela Pence and Stefan Choise

Attachment "C"



AMPE, Inc.
600 West Broadway, Suite 250
Glendale, California 91204
818.265.9720 Office
818.265.9725 Fax

May 16, 2014

Westberg & White
14471 Chambers Road, #210
Tustin, CA 92780-6964

Attention: Mr. Robert Bender

Project: Burroughs High School Modernization
Sierra Sands Unified School District

Re: Report on Siemens Remediation Equipment replacement
Systems and cost

Dear Robert,

The following is our report on the Siemens Remediation equipment replacement systems and equipment costs

EXISTING ADMINISTRATION BUILDING A

Equipment Replacement System:

1. Outdoor equipment to include but not limited to 30 ton air cooled chiller, 870 MBH input boiler, 60 GPM chilled water pump, 87 GPM hot water pump and required appurtenances.
2. Equipment in mechanical room to include a 10,000 CFM air handler with hot and chilled water coils. Duct work, from air handler will connect to existing supply and return ductwork.

Equipment costs:

1. Skid mounted chiller, boiler, pumping system: \$120,000
2. 10,000 CFM air handler: \$20,000

LIBRARY BUILDING

Equipment Replacement System:

1. 35 Ton packaged AC unit to be mounted on grade with new curb/return air plenum at grade. Reconnect existing return air ducts to new plenum and horizontal supply ducts connecting to the existing supply duct system.

Equipment costs:

1. 35 Ton packaged AC unit with economizer and curb: \$35,000

CLASSROOM BUILDINGS C,D,L & M

Equipment Replacement:

1. Mechanical equipment is being replaced with rooftop packaged gas/electric AC unit in the modernization project.

MUSIC BUILDING F

Equipment Replacement systems:

1. 2 packaged roof top gas/electric AC units, with economizers and curbs, (1) 10 Ton unit for Choir room and (1) 5 Ton for the Graphics computer lab.

Equipment Costs:

1. 10 Ton AC unit with economizer and curb: \$15,000
2. 5 Ton AC unit with economizer and curb: \$8,000

SHOP BUILDING S

Equipment Replacement:

1. Mechanical equipment is being replaced with grade mounted Evaporative coolers, and packaged gas/electric AC unit in the modernization project.

GYMNASIUM BUILDING

Equipment Replacement Systems:

1. Outdoor equipment to include but not limited to 60 ton air cooled chiller, 950 MBH input boiler, 144 GPM chilled water pump, 127 GPM hot water pump and required appurtenances.
2. Equipment in mechanical rooms to include (2) 10,000 CFM air handlers with hot and chilled water coils. Duct work from air handlers will connect to existing supply ducts and new return ductwork to be routed.

Equipment Costs:

1. Skid mounted chiller, boiler, pumping system: \$130,000
2. (2) 10,000 CFM air handlers: \$40,000

MULTI-PURPOSE BUILDING M 9.0

Equipment Replacement Systems:

1. Outdoor equipment to include but not limited to 35 ton air cooled chiller, 900 MBH input boiler, 72 GPM chilled water pump, 90 GPM hot water pump and required appurtenances.
2. Equipment in mechanical room to include a 12,000 CFM air handler with hot and chilled water coils. Duct work, from air handler will connect to existing supply and return ductwork.

Equipment Costs:

1. Skid mounted chiller, boiler, pumping system: \$120,000
2. 12,000 CFM air handler: \$25,000

Installation for the equipment indicated above should be in the \$400 - \$500,000 range, based on what we are aware of to date.

Very truly yours,

AMPE, Inc.

Kevin McCrory, Project Manager

Attachment "D"



9931 Muirlands Boulevard, Irvine, California 92618

tel (949) 462-3200 fax (949) 462-3201 www.KNAconsulting.com

May 20, 2014

Mr. Robert Bender
Westberg + White Architects & Planners
14771 Chambers Road, Suite 210
Tustin, CA 92780

**REFERENCE: Proposal for Additional Services
Burroughs High School – Siemens Remediation
Sierra Sands Unified School District**

KNA No. 259.079.32

Dear Bob:

KNA Consulting Engineers, Inc. appreciates the opportunity to be of continued service to Westberg + White on the above referenced project. This additional service project is intended to be incorporated into the current Burroughs High School DOD Modernization project (A# 03-115512). Our proposal is herewith submitted.

PROJECT DESCRIPTION

This additional service proposal is focused on necessary remediation work to HVAC construction that was previously done by Siemens Corporation under DSA applications A# 107287 & A# 107049. Both of these projects were closed without DSA Certification. We understand that all Siemens equipment installed under these DSA applications will be removed as required by DSA. Based on multiple site visits, SSUSD HVAC Project Deviation list (8/15/08), AMPE report (4/10/14 & 5/16/14) and AMPE schematic drawings (5/19/14), we understand the remediation scope of structural work is limited to the following:

Building A – Administration

1. Remove and reset 2 rooftop HVAC units using adaptor curb. Strengthen roof framing as necessary to support units.
2. New exterior mechanical yard consisting of freestanding CMU fence and concrete slab
3. Support and anchor new 30T packaged chiller, boiler and water pump system within new exterior mechanical yard
4. Support and anchor new air-handler unit in mechanical room
5. Support and anchor new 35T packaged AC within new mechanical yard
6. Close abandoned Siemens duct penetrations in existing CMU walls

Library Building

1. New exterior mechanical yard consisting of freestanding CMU walls and concrete slab
2. Support and anchor new 35T packaged gas/electric AC unit

Building C – Classroom

1. Re-establish exterior masonry wall at location of current non-complying steel frame support due to removal of non-certified wood-framed addition to mechanical room
2. Address loss of structural properties to existing concrete beam cut for duct penetration
3. Close abandoned Siemens penetrations in roof
4. Close abandoned Siemens duct penetrations in existing CMU walls
5. New freestanding CMU fence between boiler and AC enclosures

Building D – Classroom

1. Close abandoned Siemens penetrations in roof
2. Close abandoned Siemens duct penetrations in CMU walls

Building F – Band

1. Close abandoned Siemens penetrations in roof
2. Close abandoned Siemens duct penetrations in CMU walls
3. Support and anchor new 10T packaged HVAC unit for choir room
4. Support and anchor new 5T packaged HVAC unit for graphics lab

Building G – Arts

1. Remove and reset 3 existing roof-mounted HVAC in accordance with structural support and anchorage details

Building L – Classroom

1. Close abandoned Siemens penetrations in roof
2. Close abandoned Siemens duct penetrations in CMU walls

Building M – Classroom

1. Close abandoned Siemens penetrations in roof
2. Close abandoned Siemens duct penetrations in CMU walls

Multi-Purpose Building

1. Support and anchor new 35T chiller within existing mechanical yard
2. Support and anchor new boiler within existing mechanical yard
3. Support and anchor 2 new water pumps within existing mechanical yard
4. Support and anchor new air-handler within existing mechanical room

Gymnasium

1. Close existing duct penetrations in Lamella roof system
2. Remove and reset 2 existing duct socks in accordance with structural support and anchorage details
3. Support and anchor new 60T chiller within existing mechanical yard
4. Support and anchor new boiler within existing mechanical yard
5. Support and anchor new water pump within existing mechanical yard
6. Support and anchor 2 new air-handlers in ground floor storage and mechanical rooms
7. New duct penetrations as needed for new equipment

REFERENCE:

1. AMPE report dated April 10, 2014 & May 16, 2014
2. AMPE schematic "scoping" drawings received May 19, 2014
3. BHS SSUSD – HVAC Deviations List dated August 15, 2008
4. DSA Approved Construction Documents – A# 107287 & A# 107049

SCOPE OF SERVICES

1. General Scope of Services shall be in conformance with our base project proposal dated August 12, 2013. **On-site visits for investigations, meetings and construction administration services related to this proposal are limited to six (6).**

ASSUMPTIONS

1. Scope of work in conjunction with this proposal is to be incorporated into current Construction Document package (A# 03-115512).

EXCLUSIONS

1. Prepare demolition plans
2. Testing and inspection services
3. Prepare cost estimates
4. Obtain approvals from DSA subsequent to construction
5. Other services not specifically addressed in the proposal

FEES

We propose to provide the above services for the scope as defined on an **hourly basis** in accordance with our hourly charge rates in effect at the time of services (Exhibit A attached). Baring any significant unforeseen conditions or significant scope creep beyond that defined above, we propose a **not-to-exceed amount of \$ 56,000**.

ADDITIONAL SERVICES

Additional scope of work/services beyond this proposal will be performed upon your written authorization only.

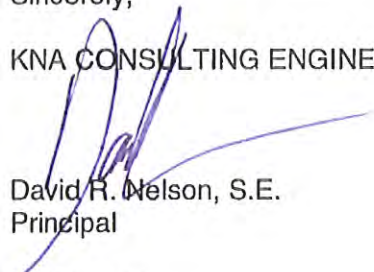
CONDITIONS

- Our current Standard Conditions of Services, Exhibit "B" is enclosed and is a part of this proposal.
- Our responsibility is limited only to the work performed under this proposal.

If this proposal meets with your approval, please sign and date, and return one copy to us. These documents will then serve as our agreement to provide our services. If you have any questions regarding this proposal, or if we can be of further service to you, please do not hesitate to call.

Sincerely,

KNA CONSULTING ENGINEERS, INC.


David R. Nelson, S.E.
Principal

Enclosures

APPROVED AND ACCEPTED FOR:
Westberg + White, Inc.

BY: _____

TITLE: _____

DATE: _____

JOB NO.: _____

EXHIBIT A
2014
HOURLY CHARGE RATE SCHEDULE

General Services Charge Rates:

Principal	\$200.00
Senior Project Engineer	\$175.00
Engineering Production Manager	\$165.00
Project Engineer II	\$145.00
Project Engineer I	\$130.00
Design Engineer II	\$120.00
Design Engineer I	\$110.00
CAD/BIM Manager	\$125.00
Senior CAD Operator	\$110.00
CAD Operator	\$ 85.00
Administrative Support	\$ 75.00

All rates are effective to December 31, 2014 and are subject to change at any time without prior notice.

TERMS AND CONDITIONS OF AGREEMENT (EXHIBIT B)

1. KNA Consulting Engineers (KNA) will provide Prime A/E with monthly invoices accurately reflecting as appropriate the progress of the services and/or current expenditures of professional time, and reimbursable expenses which shall be reimbursed on the same terms as Prime A/E is entitled pursuant to the Prime Agreement. Each invoice shall be due and payable on the earlier of 10 days after Prime Consultant's receipt of related Project payments or 90 days after the invoice date. If Prime Consultant allows an invoice to become delinquent, then interest will accrue from the invoice date at 10% per annum, compounded annually, or the highest rate allowed by law, whichever is lower, with payments applied first to accrued interest. KNA's fee shall be equitably adjusted in the event of significant changes in the Prime Agreement or the Project's scope or scheduling, or should Prime A/E expressly request expedited service.
2. At Prime A/E's direction or request, KNA will provide the following additional services at its then current standard hourly fee rates or on such other terms as the Parties agree at the time the services are undertaken: (i) revisions to instruments of service where such revisions are inconsistent with prior Prime A/E approval or due to substantial changes in KNA's instructions, or to amendments to or changes in the interpretation of the laws and regulations applicable to the Project or to conditions of which KNA had not been timely informed; (ii) evaluating and responding to contractor proposals, substitution submittals, change order requests or the like beyond that fairly call for by the Basic Services; (iii) services necessitated by inadequate or improper contractor performance, unreasonable contractor requests and claims and/or construction accidents or losses; and (iv) such other services as the Parties may mutually agree.
3. KNA's services will be performed in a timely manner consistent with good professional practice and the desire that Project proceed as expeditiously as practical, and KNA will use its best efforts to meet any reasonable Project turnaround times or schedule; but in no event will KNA be liable or responsible for delays beyond its reasonable control.
4. Toward the mutual goal of a successful project, Prime A/E shall make reasonable efforts to cooperate with KNA including without limitation: (i) designating a single Project Manager with appropriate authority; (ii) providing appropriate information regarding Project conditions and requirements; (iii) responding to KNA's questions and requests for information and approval within a reasonable time; (iv) reviewing KNA's work for appropriateness and accuracy such as basic design, specific site locations, coordination and compliance with Project requirements, and promptly notifying KNA of any problems or concerns; (v) refraining from authorizing or allowing deviations from KNA's instruments of service or the use of KNA's un-finalized instruments of service for cost estimating or otherwise without KNA's knowledge and consent; and (vi) providing appropriate subconsultant coordination.
5. KNA's services will be performed in accordance with generally and currently accepted engineering principals and practices as embodied in the standard procedures and protocols of KNA and its subconsultants, and without warranties, express or implied. In particular, KNA will use its best professional judgment in interpreting and applying the requirements of all laws applicable to the Project including without limitation laws concerning energy conservation, accessibility and functionality standards; but compliance with any law as it may be eventually be interpreted by others cannot be guaranteed. Further, the use of such terms as "certified," "warrant," "verify," "confirm," "make certain," "assure," and "ensure," or the like will not constitute a guarantee, but rather a representation of professional opinion or judgment.
6. Upon payment of related fees and costs, Prime A/E its client shall be granted a perpetual, royalty-free and transferable nonexclusive license to use the drawings, specifications, calculations and other instruments of service prepared by or on behalf of KNA pursuant to this Agreement for any and all purposes consistent with the Prime Agreement. Any electronic documents that are provided will be in KNA's standard formats and conventions with no guarantee of compatibility with any particular software or hardware, or of the absence of viruses or other harmful materials; and any use with or conversion to other formats or conventions, or with any particular software or hardware will be at the user's sole risk. In the event of a conflict between KNA's signed construction documents and electronic files, the hard copy construction documents shall govern.
7. KNA will undertake professional responsibility for only the KNA services expressly undertaken pursuant to this Agreement, and not otherwise. KNA will not be legally liable for the providing of or the failure to provide environmental, acoustical, mechanical, electrical or civil engineering services, or any specialty consulting services such as cost estimating, even if information from others is incorporated into KNA's instruments of service for ease of reference or otherwise. Further, and without limitation, KNA will not be responsible for delays or other matters beyond its reasonable control; for inaccurate information provided to it by Prime A/E or other reasonably reliable sources or for unverified assumptions directed or accepted by Prime A/E; for site or other conditions of which it was not informed; for hazardous materials or toxic substances at the Project site; for the specification of products or equipment for purposes consistent with the manufacturer's published literature; for materials and equipment decisions made by others; for construction means, methods, techniques, sequences or procedures including without limitation safety precautions and programs; for the timeliness or quality of contractor performance; or for actions or inaction of others including other consultants, contractors and governmental or quasi-governmental agencies.
8. In order to control the risks inherent in KNA's professional undertaking pursuant to this Agreement, KNA's services are intended to be performed fully and solely by and on behalf of KNA. Unless this Agreement is terminated for KNA's material breach, if Prime A/E prevents or frustrates KNA's full performance of the basic services or any undertaken additional services, or without KNA's express consent causes or allows recorded or unrecorded modifications to or deviations from the requirements or recommendations of KNA's instruments of service or the use for any purpose of un-finalized instruments of service, then in addition to KNA's common law rights, Prime A/E shall release and indemnify KNA and its affiliated entities and individuals to the fullest extent allowed by law from and against any and all claims, costs, losses and/or liability concerning or related to the affected services or the use of modified, deviated from or un-finalized instruments of service.
9. KNA will stand behind its services and indemnify Prime A/E and its affiliated entities and individuals to the full extent permitted by law concerning any claims or liability to the full extent caused by KNA's active negligence or willful misconduct; and Prime A/E will indemnify KNA and its affiliated entities and individuals to the fullest extent allowed by law concerning Project-related claims or liability caused by Prime A/E's negligence or willful misconduct. In the event of any claim within the purview of these indemnification provisions, the indemnitee shall control its own defense, and at the time of claim resolution the indemnitor shall provide reimbursement for those attorneys fees caused by any legal fault by or attributable to the indemnitor. Also and in any event, KNA's liability to Prime A/E shall be limited in the same manner and to the same extent as Prime A/E's liability is limited to others.
10. The Parties acknowledge that each is a business entity, and to the fullest extent allowed by law each expressly waives any right to assert any claim for damages or indemnification against the other's affiliated individuals concerning the Project and/or this Agreement. Also, the Parties hereby waive any claim for consequential and/or economic damages which either might have against the other or the other's affiliated entities and individuals concerning this Agreement or its termination.
11. This Agreement supersedes all negotiations and prior agreements concerning the Project and is intended as a complete and exclusive statement of the entire agreement between the Parties concerning the Project. Neither Party may assign or transfer any interest in or right under this agreement without the written consent of the other. The Parties will strive to maintain a good working relationship throughout the duration of the Project; and because of the importance of a good working relationship, either Party may terminate this Agreement by giving written notice to the other provided only that such notice is given in the good faith belief that the working relationship is unsatisfactory. If Prime A/E allows an invoice to become delinquent, then KNA may suspend its performance under this Agreement and withhold or withdraw any instruments of service or related licenses with no liability for so doing. No deductions shall be made from KNA's compensation on account of problems or losses for which KNA has not been held legally liable. This Agreement is being entered into in Orange County, California; and it shall be interpreted and enforced under and pursuant to the laws of the State of California. No failure to exercise or delay in exercising any right under this Agreement shall be construed as a waiver; and no waiver of a breach of any term of this Agreement shall be construed as a waiver of any subsequent breach of the same or similar terms. In the event of any dispute or legal action concerning this Agreement, each party shall bear its own attorneys fees. In the event that this Agreement is for any reason terminated, then its indemnity and other risk allocation provisions shall remain in full force and effect. In the event that any provision of this Agreement shall be prohibited by law, then that provision shall not be void, but rather shall be interpreted as operating only to the fullest extent as allowed by law; and in the event that any provision should be invalid or unenforceable, then the remaining provisions shall remain valid and binding. This Agreement shall be binding upon and inure to the benefit of the parties and their affiliated entities and individuals; but except as expressly provided herein, this Agreement is not intended to create any rights in any third parties.

Attachment "E"



AMPE, Inc.

600 West Broadway, Suite 250
Glendale, California 91204
818-265-9720 FAX 818-265-9725

REQUEST FOR EXTRA SERVICES

Date: May 28, 2014	To: Westberg & White Architecture and Planning 14471 Chambers Road, #210 Tustin, CA 92780-6964
Project: Burroughs High School Siemens Revisions	
Project No.: Pending Approval	Tel: 714-508-1780
Prepared By: Brad Severson	Fax: 714-508-1790

Reference: Mechanical and Plumbing Plan revisions per various discussion and as outlined in correspondence.

Description:

Provide HVAC and plumbing plans indicating removal and replacement of existing HVAC equipment per outline indicated on report dated May 16, 2014, including investigative study and reports as required. Existing equipment will be removed, new HVAC systems provided, and new structural connections for new equipment indicated per DSA requirements. In addition, revised plumbing for gas and condensate will be indicated as required.

Services will include revising/providing plans as required for DSA submittal and obtaining DSA approval. Construction Administration services will be included for new work where applicable, or continued as provided for original contract for revised work.

AMPE Fee: Hourly Fee for these revisions is not to exceed: \$52,191.00

Upon your approval and acceptance of these services, we will begin revising the necessary mechanical drawings.

Accepted By:

Date:

For: Westberg & White

SSUSD Burroughs High School

Engineering / Consulting Scope Change Agreement

June 4, 2014

Page 1

SCOPE CHANGE AGREEMENT ("SCA") between **tk1sc** and CLIENT

This revised Scope Change Agreement (SCA) is effective June 4, 2014, and provides for additional services for the project named "**SSUSD Burroughs High School**" (**tk1sc** 2013-0337.01) between Westberg + White Architects (Client) [Attention: Mr. Robert Bender] and **tk1sc**.

1. **tk1sc** will provide the following Scope Change related Services:

Electrical Equipment Revisions:

- Revise plans to remove all Siemens equipment.
- Revise plans to include connections to new HVAC equipment including power, panelboards, switchgear and fire alarm plans.

2. Engineering / Consulting Sub-Consultants:

Sub-consultants are not proposed for this project.

3. Client will compensate **tk1sc** for the scope change listed above in accordance with the following additional fee(s):

Engineering / Consulting Additional Services – Hourly, Not-to-Exceed: **\$ 5,500.00**

4. This Agreement is subject to the terms and conditions of the original professional services agreement for the project including the insurance program.
5. This Agreement is subject to the terms of the original professional services agreement in regards to reimbursable expense billing.
6. This Scope Change Agreement will remain open for thirty (30) days from June 4, 2014.

Westberg + White Architects (Client) finds the scope and fees acceptable please and by executing below has agreed to accept the terms and conditions stated herein.

tk1sc



Raymond Swartz, P.E., IESNA, LEED AP
Principal
Lic. #E15610

Westberg + White Architects (Client)

Name: _____
Title: _____

cc: Mr. Joel Brandts, tk1sc
Mr. Bill Voller, tk1sc

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Attachment "G"

Leverton & Associates LLC

Quantity Surveyors Construction Cost Consultants

PROPOSAL/AGREEMENT FOR CONSULTANT SERVICES

June 3, 2014

Mr. Robert L. Bender, AIA
Westberg + White, Inc.
14471 Chambers Road, Suite 210
Tustin, CA 92780-6964

Subject: Burroughs High School Modernization, Sierra Sands USD
 Siemens Remediation Work – Additional Service

Reference: Request for Proposal, 05/19/14, Revised 06/03/14

Proposal No: 2084 WW

Dear Robert:

We are pleased to quote this project based on the scope of work provided:

- **BASE PROPOSAL**

Prepare additional Opinion of Probable Construction Cost in the CSI Master Format system with sections for each building and site work, separately identifying the Siemens remediation work:

Additional submittal for the campus modernization:

50% Construction Documents/DSA Submittal
(Hourly fee not to exceed 50 hours at \$90.00 per hour) **NTE. \$ 4,500.00**

- **TIME OF PERFORMANCE**

Submittal per the re-design schedule.

- **PAYMENT**

Invoices are due and payable upon receipt of payment from the Client.

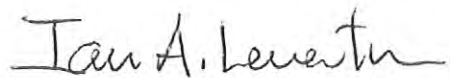
- **OPINION OF COST**

Costs are based on historical cost data derived from similar projects, produced from written or drawn information provided during design stages of a project. Since we have no control over: the cost of labor, materials or equipment; or over the contractor's method of determining his prices; or over competitive bidding or market conditions, we do not guarantee the accuracy of such opinions as compared to contractor bids.

Please sign and date this agreement to indicate your acceptance of this proposal and return one executed copy.

Sincerely,

Leverton & Associates LLC

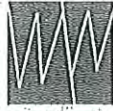


Ian A. Leverton

ACCEPTED FOR WESTBERG + WHITE, INC.

By: _____

Attachment "H"



WESTBERG + WHITE, INC.
ARCHITECTS AND PLANNERS

HOURLY FEE SCHEDULE

2013- 2014

Partner / Principal	\$215
Associate Architect	\$175
Senior Project Architect or Designer	\$150
Project Architect or Manager	\$130
Construction Administrator I	\$130
Job Captain	\$110
Designer/Planner	\$100
Draftsperson, Senior	\$90
Construction Administrator II	\$80
Draftsperson, Intermediate	\$75
Draftsperson, Junior	\$70
Clerical Support	\$70

Services provided by engineering and special consultants assigned to the project, and other reimbursable expenses shall be charged at one and one-tenth (1.10) times the amount billed to Westberg + White, Inc.

These are the current rates effective July 1, 2013 through June 30, 2014 and are subject to change once annually each July 1.

F:\Job Guidelines\Hourly Schedule 2012 - 2013

MEMBER AMERICAN INSTITUTE OF ARCHITECTS

14471 Chambers Road, Suite 210, Tustin, CA 92780-6964 (714) 508-1780 Fax (714) 508-1790
1775 Hancock Street, Suite 270, San Diego, CA 92110-2041 (619) 542-1188 Fax (619) 542-1663
719 S. McCLELLAND STREET, SANTA MARIA, CA 93454-5122 (805) 346-2991 FAX (805) 346-8790
www.wwarch.com

11. BUSINESS ADMINISTRATION

11.1 Adoption of Resolution #28 1314 Disclosure Regarding the Planned Use of Cash Provided by the Education Protection Account

BACKGROUND INFORMATION: The passage of Proposition 30 on November 7, 2012 added Article XIII, Section 36 to the Constitution of the State of California. The purpose of this provision provided funding for education with specific criteria for its use by the recipients which were limited to Community College Districts, County Offices of Education, School Districts, and Charter Schools. It should be noted that no additional revenue will accrue to the district as a result of this provision. It should also be noted that the district is precluded from using these funds to pay for the salaries and/or benefits of administrators or any other administrative cost.

CURRENT CONSIDERATIONS: A further directive regarding the use of the cash made available to the district is that the planned use of this cash must be disclosed on its website and an accounting of the amount of cash received from the Education Protection Account and disposition regarding its use be given. In order to comply fully with this requirement and facilitate transparency, this board item speaks to the issue. Toward this end it should be noted that the district expects to receive ~ \$4,661,407 in state aid from the Education Protection Account. As displayed in Attachment A, the dollars received in their entirety will reside in unrestricted resource 1400 object 8012 as directed and will be used to fund instructional salaries. None of the dollars received will be used for administrative salaries or other administration costs of any kind.

The accompanying Resolution #28 1314 illustrates the intent of the board in this matter.

FINANCIAL IMPLICATIONS: The dollars to be received (~\$4,661,407) do not represent any additional revenue to the district. It will be used exclusively to fund instructional salaries.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt the attached resolution and post the information displayed in Attachment A on the district website.

2014-15 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail
ATTACHMENT A

Sierra Sands Unified School District
Estimated through: June 30, 2015
For Fund 01, Resource 1400 Education Protection Account

Description		Unrestricted Resource 0000	Unrestricted Resource 1400
AMOUNT AVAILABLE FOR THIS FISCAL YEAR	Object		
Beginning Fund Balance		0.00	0.00
State Aid	8011	-4,661,407.00	
Education Protection Account	8012		4,661,407.00
TOTAL AVAILABLE		-4,661,407.00	4,661,407.00
EXPENDITURES AND OTHER FINANCING USES	Function		
Instruction	1000-1999	-4,661,407.00	4,661,407.00
Instruction-Related Services			
Instructional Supervision and Administration	2100-2150		
AU of a Multidistrict SELPA	2200		
Instructional Library, Media, and Technology	2420		0.00
Other Instructional Resources	2490-2495		0.00
School Administration	2700		
Pupil Services			
Guidance and Counseling Services	3110		0.00
Psychological Services	3120		0.00
Attendance and Social Work Services	3130		0.00
Health Services	3140		0.00
Speech Pathology and Audiology Services	3150		0.00
Pupil Testing Services	3160		0.00
Pupil Transportation	3600		0.00
Food Services	3700		0.00
Other Pupil Services	3900		0.00
Ancillary Services	4000-4999		0.00
Community Services	5000-5999		0.00
Enterprise	6000-6999		
General Administration	7000-7999		
Plant Services	8000-8999		0.00
Other Outgo	9000-9999		0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		-4,661,407.00	4,661,407.00
DIFFERENCE		0.00	0.00

**RESOLUTION OF THE BOARD OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT**

Education Protection Account

Resolution #28 1314

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the **Sierra Sands Unified School District**;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the **Sierra Sands Unified School District** has determined to spend the monies received from the Education Protection Act as attached (Attachment A).

DATED: June 19, 2014.

Board Member

Board Member

Board Member

11. BUSINESS ADMINISTRATION

11.2 Request Permission to Contract with Government Financial Strategies, Inc. for Services to the District as its Financial Advisor

BACKGROUND INFORMATION: During the recent past, the district obtained funding through commercial financing vehicles, such as its GEO Bond, Certificate of Participation, Lease Revenue Bonds and Qualified School Construction Bonds. At this time, the district does not anticipate taking action to increase its indebtedness. District staff believes that it is in the best interest of the district to have the resources associated with a reputable financial advisement firm available in order to remain cognizant of all potential appropriate opportunities related to additional funding.

CURRENT CONSIDERATION: The Kern County Office of the Superintendent of Education works with Government Financial Strategies, Inc. on a regular basis in its review of school district financing vehicles. The district has been working with Government Financial Services Inc. to good effect. The current contract expires in December of 2014. The district does not contemplate pursuing financing for additional debt at this time. Staff is mindful of the fact that as the financial climate continues to evolve; it believes that it is prudent to extend the current contract with Government Financial Strategies, Inc. for two years with no rate increase. By so doing, the district remains knowledgeable and in the forefront of appropriate developing financial vehicles as well as the options related to its current and future financial plans.

FINANCIAL IMPLICATIONS: In accordance with attached scope of work and rate sheet.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize staff to proceed with the action to extend the existing contract with Government Financial Strategies, Inc. for two additional years.



GOVERNMENT FINANCIAL STRATEGIES FINANCIAL ADVISORY SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this December 20, 2012, between Government Financial Strategies inc., a financial advisory firm ("Government Financial Strategies") and the Sierra Sands Unified School District ("Client") who agree as follows:

1. Scope of Work. Government Financial Strategies shall perform the services described in the scope(s) of work attached hereto as Exhibit A (the "Work"). Modifications, deletions and additions to the Work described in Exhibit A may be made, from time to time, upon the subsequent written agreement by both parties.

2. Payment.

a. In consideration for the Work to be provided by Government Financial Strategies under this Agreement, Client agrees to pay fees and expenses as set forth in Exhibit A.

b. For Work performed on a time and materials basis, Government Financial Strategies shall submit invoices to the Client on a monthly basis. For Work performed for a fixed fee, Government Financial Strategies shall submit invoices to the Client upon the completion of the Work or as otherwise identified in Exhibit A.

3. Term.

a. This Agreement shall terminate upon the later of the completion of the Work or two years from the date of this Agreement, unless earlier terminated as provided in subsection (b).

b. This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

c. Upon termination of this Agreement by either party, Client shall compensate Government Financial Strategies for all Work performed prior to termination on a time and materials basis if the Schedule A contemplated time and materials services or based on the percentage of services completed through the termination date, but in any event not less than the sum payable when calculated on a time and materials basis, if the Schedule A originally contemplated fixed price services. "Payment," "Ownership of Documents," "Indemnification," "Severability," "Governing Law and Venue," and "Entire Agreement" shall survive the termination of this Agreement.

4. Professional Ability. Government Financial Strategies represents that it possesses the skill, ability, and knowledge to competently perform the Work under this Agreement. All Work performed by Government Financial Strategies under this Agreement shall be performed in a manner consistent with generally accepted professional practices and standards for firms engaged in similar work.

5. Ownership of Documents. Every report, study, memo, letter, spreadsheet, worksheet, plan, graph, diagram, map, photograph, computer model, computer disk, computer software and other document or item prepared by Government Financial Strategies under this Agreement and provided to and paid for by the Client (the "Work Product") shall be the property of Client, and Client shall have the right to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Government Financial Strategies. Government Financial

Strategies may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Government Financial Strategies shall not provide any Work Product not previously made available to the public to any third party without Client's prior approval, unless compelled to do so by legal process. If Client reuses or modifies any Work Product for a use or purpose other than that intended by the Work under this Agreement, then Client shall hold Government Financial Strategies harmless against all claims, damages, losses and expenses arising from such reuse or modification.

6. Indemnification. Both parties shall indemnify, defend, protect, and hold harmless the other party, its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney's fees) directly arising from any negligent act or omission, willful misconduct or violation of law of the other party.

7. Insurance.

a. Government Financial Strategies, at its sole cost and expense, shall procure and maintain for the duration of this Agreement workers compensation insurance in the amount required by statute, comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and aggregate, automobile liability insurance with coverage of at least one million dollars (\$1,000,000) per accident, and professional errors and omissions insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and aggregate.

b. Upon request, Government Financial Strategies shall provide to Client the evidence of such insurance.

8. Independent Contractor. Government Financial Strategies shall be an independent contractor in performing the Work and shall not act as an agent or employee of Client. The employees of Government Financial Strategies and its subcontractors are not employees of Client within the meaning or application of any federal or state unemployment insurance laws, social security law or any worker's compensation, industrial accident law or other industrial or labor law.

9. Non-Discrimination. Government Financial Strategies will not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

10. Successors and Assigns. This Agreement shall bind and inure to the benefit of the successors and assigns of the parties; however, Government Financial Strategies shall not assign its rights and obligations under this Agreement without the prior written consent of Client, which consent shall not be unreasonably withheld.

11. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.

12. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

13. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where the Client's main office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

14. Notice. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to the addresses listed below, or to such other address as either party may specify in writing:

Government Financial Strategies:

Government Financial Strategies
Attn: Lori Raineri
President
1228 N Street, Suite 13
Sacramento, CA 95814-5609

Client:

Sierra Sands Unified School District
Attn: Elaine Janson
Assistant Superintendent of Business Services
113 Felspar
Ridgecrest, CA 93555-3589

15. Entire Agreement. This Agreement represents the sole, final, complete, exclusive and integrated expression and statement of the terms between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by written agreement by both parties.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Government Financial Strategies inc.

By: 

Lori Raineri
President

Sierra Sands Unified School District

By: 

Elaine Janson
Assistant Superintendent of
Business Services

EXHIBIT A

Government Financial Strategies will provide general financial planning and advisory services to Sierra Sands Unified School District which include but are not limited to the following: a review of facilities needs and costs, a review of short term and long term cash flow schedules, identification and classification of existing and potential revenue sources, assistance with the production of a comprehensive financial plan, financial advisory services in connection with any debt issues, participation in real estate negotiations, general background information on real estate acquisition and lease agreements, allocation of revenues to expenditures, development of financial strategies, reviews of documents, and presentations to the governing board.

In consideration of the services provided, Sierra Sands Unified School District will pay Government Financial Strategies hourly fees of \$225 for services, plus out-of-pocket expenses (such as mileage, meals, etc.). For travel time, Sierra Sands Unified School District will pay Government Financial Strategies hourly fees of \$112.50.

11. BUSINESS ADMINISTRATION

11.3 Approval to Increase the Price of School Breakfast and Lunch

BACKGROUND INFORMATION: Board Policy #3551, Food Service Operations/Cafeteria Fund, intends that the Food Service Program be financially self-supporting and that the board review and approve meal prices. The interim rule entitled, “National School Lunch Program: School Food Service Account Revenue Amendments” prescribes implementation of the Paid Lunch Equity (or PLE) provision of the Healthy, Hunger-Free Kids Act of 2010. It requires school food authorities (SFAs) participating in the National School Lunch Program to ensure sufficient funds are provided to the nonprofit school food service account for meals served to students not eligible for free and reduced price meals. SFAs must annually review their paid lunch revenue to assure compliance with the paid lunch equity requirement. To meet this requirement the district must either gradually increase the average paid lunch price until the revenue per lunch matches the difference between the free lunch price and the paid Federal reimbursement rates or to contribute funds from non-Federal sources.

CURRENT CONSIDERATIONS: Review of food service expenditures and implementation of cost savings measures have failed to yield sufficient revenue or savings in expenditures to offset the increased cost of operations, particularly in view of USDA mandates requiring continuing changes in nutritional guidelines. Additionally, breakfast prices have not increased since the 2008-09 school year. Per policy, the Food Service Program’s aim is not to encroach on the general fund. In accordance with the Paid Lunch Equity provision staff has performed the calculations as mandated using the guidelines provided by USDA and concluded that an increase in breakfast and lunch prices will be necessary to maintain compliance. The additional estimated revenue generated based on 2013-14 participation rates is estimated at \$27,500 and will be used to meet the nutritional guidelines mandated by the Healthy, Hunger-Free Kids Act of 2010.

The total proposed increase in price is \$0.25 per meal setting prices as follows:

- Breakfast for elementary students will be \$1.50
- Breakfast for secondary students will be \$1.75
- Lunch for elementary students will be \$2.50
- Lunch for secondary students will be \$2.75
- Breakfast for adults will be \$2.25
- Lunch for adults will be \$3.50

FINANCIAL IMPLICATIONS: The recommended price increase is modest and allows the district to be in compliance with the USDA mandate as well as continue to maintain the Food Service Program's positive financial position.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve an increase in the price of a paid school breakfast and a school lunch as well as adult meals by \$0.25 per meal as described, effective August 1, 2014.

11. BUSINESS ADMINISTRATION

11.4 Approval of Professional Services Agreement with Schools Legal Services

BACKGROUND INFORMATION: Sierra Sands Unified School District has had a longstanding positive relationship with Schools Legal Services for over 30 years and wishes to continue receiving services.

CURRENT CONSIDERATIONS: The district wishes to continue its association with Schools Legal Services. Staff recommends limiting its service area to general business practices and governance issues. These continue to be the areas with which Schools Legal Services has made the most significant legal contribution in the recent past. A copy of the professional services agreement is attached.

FINANCIAL IMPLICATIONS: Fees charged by Schools Legal Services have increased by 1.4%. In consideration of the fact that their fees have remained reasonable over the past three years, the increase is considered minimal. It should be noted that current year costs associated with this service are not expected to exceed \$10,000.00.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the renewal of the district's professional services agreement with the law firm of Schools Legal Services for legal services as presented.

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is entered into effective July 1, 2012, between Schools Legal Service ("SLS") and the Sierra Sands Unified School District, through its governing board ("District").

RECITALS

A. SLS is a joint powers agency organized pursuant to Government Code section 6500 and under a joint powers agreement among member entities ("JPA") and administered by the Kern County Superintendent of Schools. SLS provides legal services to California public education agencies who are members of SLS, and to other public education agencies, including District, under a contractual arrangement.

B. SLS employs attorneys who have demonstrated expertise in the field of school law.

C. District is authorized to appoint legal counsel under Education Code section 35041.5 and District wishes to retain SLS for legal services as described in this Agreement. SLS is willing to provide the services under the terms of this Agreement.

TERMS

Based on the Recitals and in consideration of the mutual promises contained in this Agreement, SLS and District agree as follows:

1. **Scope of Legal Services.** District appoints SLS to act as its legal counsel and to provide advice, representation and counsel concerning the following educational legal issues and related matters: business-related matters, school district organization and governance issues.

2. **Term of Agreement.** This Agreement shall continue in effect until June 30 of the year following its execution and shall automatically be renewed for additional one-year terms after that unless terminated by either party in writing. If District terminates this Agreement, it shall pay SLS in full for all fees and costs accrued up to the time of termination. SLS and District each agree to sign any documents necessary to complete SLS's discharge or withdrawal.

3. **Compensation of SLS.** District shall pay SLS for services rendered at the following rate: \$205 per hour for attorneys. SLS shall charge for all time expended in connection with District's legal matters including, but not limited to, research, preparation

for and/or attendance at meetings, hearings, arbitrations, mediations and trials, travel time, communication with District and others as necessary, and telephone conferences. Time will be charged in minimum units of 0.10 hours (6 minutes) for any task.

If the Board of Directors of Schools Legal Service increases the fees for legal services, SLS reserves the right to raise its fees under this Agreement for a subsequent term; provided, however, that if District does not consent to the fee increase, District shall have the option of terminating the Agreement on that basis if written notice of termination is provided to SLS within 30 days of the date District is notified in writing of a fee increase.

4. **Costs and Other Charges.** District shall reimburse SLS for all out-of-pocket expenses incurred in performing services under this Agreement including, but not limited to, fees of witnesses and government agencies, all legal and/or litigation expenses, deposition/court reporter fees, filing fees, arbitration fees, investigation expenses, document production, charges of non-attorney experts and consultants whether or not utilized as witnesses, costs of obtaining and presenting evidence, necessary travel (including air fair, lodging, meals, ground transportation and parking), express postage, computer research charges and similar items. With District's prior consent, SLS may select and hire investigators, consultants, and experts to assist in the representation of District.

If SLS requests, District agrees to pay for any costs and charges described in this section by paying third parties directly.

5. **Billing.** SLS shall provide detailed billing statements for costs, charges and legal services performed. The statements shall indicate the services rendered, the staff providing the services, the amount of time expended, the rate and basis for calculation of fees, dates of services, and itemizing any costs incurred. Billing statements shall be provided on at least a quarterly basis. Client agrees to pay all fees and costs owing within 30 days of receipt of a billing statement.

6. **District's Duties.** District shall be truthful with SLS, cooperate with SLS, keep SLS informed of all developments relating to SLS's representation of District, and pay SLS all amounts owing under this Agreement in a timely manner.

7. **Certain Conflicts of Interest.** In the event that District and a member or client of SLS are unable to resolve a legal issue between or among them without legal proceedings, the party(ies) or entity(ies) asserting a legal position contrary to or in opposition to the written determination or opinion of SLS on the matter at issue shall secure separate legal counsel at its/their own expense and apart from the costs, fees or liabilities for payments as set forth in this Agreement. SLS may then continue to represent the party or parties not in opposition to the written determination and/or opinion of SLS.

8. **Written Agreement Required by Law.** This document is the written fee agreement between attorneys and clients required by California Business and Professions Code section 6148.

9. **SLS Independent Contractor.** The parties agree that in providing the services described under this Agreement, SLS is an independent contractor and not an employee of District.

10. **Notice Regarding Insurance.** SLS carries errors and omissions insurance applicable to the services rendered under this Agreement.

11. **Disclaimer of Guarantee.** District acknowledges that SLS has made no promises or guarantees to District about the outcome of SLS's representation of District, and nothing in this Agreement shall be construed as such a promise or guarantee.

DATED: 7/23, 2012

SCHOOLS LEGAL SERVICE

By: [Signature]
GRANT HERNDON, General Counsel

DATED: 6/27, 2012

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By: [Signature]
for JOANNA RUMMER, Superintendent

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GH:cp 6-27-11



Schools Legal Service
is a joint powers entity
providing legal and
collective bargaining
services to California
public education
agencies since 1976.

Grant Herndon
General Counsel

Stacy L. Inman
Assistant General Counsel

William A. Hornback
Christopher P. Burger
Alan B. Harris
Kathleen R. LaMay
Tenille E. Cooper
Melissa H. Brown
Timothy L. Salazar
Kelly A. Lazerson
Darren J. Bogie
Counsel

Daryl Valdez
Bargaining Specialist

May 16, 2014

To: Schools Legal Service Contract Clients

From: Grant Herndon

Re: Schools Legal Service Rates for 2014-2015

The Schools Legal Service Board of Directors tasked its Rates Committee with reviewing retainer fees and hourly rates for 2014-15. The goal is to provide for an appropriate level of staffing to properly serve your needs and to address rising costs, while maintaining fees and rates at the most reasonable level possible. As you know, we operate on a nonprofit basis, so any fees generated go back into the program to serve our client districts.

The Rates Committee reflects representation from education agencies of various types and sizes. Members include the Kern High School District (Scott Cole), Lakeside Union School District (Gary Mullen), Panama-Buena Vista Union School District (Kevin Silberberg), Fruitvale School District (Mary Westendorf) and Kern County Superintendent of Schools (Mary Barlow and Christine Frazier).

It is the Board's feeling that incremental increases to address routine personnel and other costs are easier for districts to absorb than periodic larger increases. For this year, the Board felt in light of the information reviewed, some level of increase was in the best interest of the program and its participants. Our standard rates for contract clients were therefore increased by a factor of 1.4 percent to **\$215 per hour for legal services.**

Please note that if your District does not agree with the increase approved by the Schools Legal Service Board, there is an opt-out clause in your legal services contract.

Thank you for the opportunity to be of service to the District. Do not hesitate to call if you have any questions.

GH/cp

g:\slsbudget\lslletters to clients

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

CURRENT CONSIDERATIONS: “A” and “B” warrants released in May, 2014 are submitted for approval. “A” warrants totaled \$2,341,520.58. “B” warrants totaled \$1,296,961.85.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for May, 2014 as presented.

This list represents the "A" and "B" warrants released during the month of **May 2014**
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

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$1,687,084.01
End of month classified	\$511,675.83
10th of month certificated	\$82,009.78
10th of month classified	\$60,750.96
Total "A" Warrants	\$2,341,520.58

"B" WARRANTS

Register Number	<u>Amount</u>
194	\$19,275.45
195	April
196	Food Service
197	\$87,907.90
198	April
199	\$45,016.92
200	\$4,501.62
201	\$30,083.06
202	\$22,254.33
203	\$40,761.23
204	\$4,939.63
205	\$35,113.39
206	\$53,895.84
207	Food Service
208	\$50,150.85
209	\$27,600.00
210	\$4,783.77
211	\$15,750.00
212	\$40,772.75
213	Food Service
214	\$524,175.60
215	\$107,874.96
216	\$46,440.58
217	Food Service
218	\$24,841.64
219	\$15,268.38
220	\$2,595.72
221	\$49,828.23
222	\$43,130.00
Total "B" Warrants	\$1,296,961.85

12. CONSENT CALENDAR

12.2 Approval of Agreement with Dannis Woliver Kelley

BACKGROUND INFORMATION: The law firm of Dannis Woliver Kelley, formerly Miller, Brown & Dannis, is recognized as a leader in California in the area of educational law. The district has worked closely with the firm for the past nine years and continues to enjoy very effective and positive results.

CURRENT CONSIDERATIONS: The district continues to require the legal services provided by Dannis Woliver Kelley and wishes to renew its agreement with this firm for the 2014-15 school year.

FINANCIAL IMPLICATIONS: Nearly all of the interaction with the firm will be conducted by telephone and e-mail, minimizing cost of travel and billed travel time. All fees for legal services remain at the 2013-14 level with no increase.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contract with the law firm of Dannis Woliver Kelley for legal services in accordance with the terms and conditions of the contract for the 2014-15 school year as presented.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of July, 2014, by and between the Sierra Sands Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

District appoints Attorney to represent, advise, and counsel it from July 1, 2014, through and including June 30, 2015, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

Except as hereinafter provided, District agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred dollars (\$300) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred twenty-five dollars (\$225) per hour for associates; and one hundred twenty dollars (\$120) to one hundred forty dollars (\$140) per hour for paralegals and law clerks. The hourly rate for Gregory Dannis will be three hundred twenty-five dollars (\$325). Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, Attorney may pay for such costs and expenses and District shall advance costs and expenses to Attorney.

Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. Because Attorney does not represent many private entities or non-school public entities, Attorney will encounter fewer conflicts of interest than the District would encounter with law firms that represent those types of entities. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ernest M. Bell
Superintendent

Date

DANNIS WOLIVER KELLEY



Sue Ann Salmon Evans
Attorney at Law

6/11/14

Date

At its public meeting of _____, 2014, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

12. CONSENT CALENDAR

12.3 Authorization to Utilize the Unrestricted General Fund to Provide Funds on a Temporary Basis to Fund 12 (Preschool) Throughout the 2014-15 School Year

BACKGROUND INFORMATION: The district has operated a state preschool at the Inyokern Elementary School since 1998. In January of 2006, a second state preschool program began operation at Pierce Elementary School. In January of 2009, a third state preschool program associated with Faller Elementary School began. All three preschools are well attended and are successfully accomplishing their mission. As part of the preschool program, the district contracts with High Desert Leapin' Lizards for staff and other support. In its role as fiscal agent, the district handles the billing, receives reimbursements, orders materials, acts as purchasing agent, and pays all the bills associated with all three preschools.

CURRENT CONSIDERATIONS: The preschool program is funded through reimbursements from the state after expenses have been incurred. The staff at High Desert Leapin' Lizards is paid bimonthly while Sierra Sands Unified School District is reimbursed by the state on a monthly basis. With three fully staffed preschools, the preschool fund (Fund 12) may experience a temporary shortage of funds periodically throughout the year, due to the fact that the state reimburses once per month and salaries must be paid twice a month. In order to ensure timely payments, approval is requested for the periodic advancement of monies from the unrestricted general fund to Fund 12 on a temporary basis for the 2014-15 school year. This assistance was extended to the program during the 2013-14 school year with no adverse effect on the district.

FINANCIAL IMPLICATIONS: There will be no net cost to the district. All funds will be replaced in the unrestricted general fund prior to the close of the 2014-15 fiscal year.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize the utilization of general fund monies to temporarily fund preschool expenses on an as needed basis for the 2014-15 school year. The general fund will be reimbursed for these expenditures upon receipt of funding from the state.

12. CONSENT CALENDAR

12.4 Approval of Recommendations for Expulsion, Expulsion Cases #12 1314, #13 1314, and #14 1314

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 cases:

Expulsion Case #12 1314: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2013-14 spring semester and the 2014-15 fall semester, suspending the fall semester allowing the student to reapply for admission under a behavior contract in August, 2014. During the period of expulsion, the student is to receive home instruction.

Expulsion Case #13 1314: As stated by the Administrative Hearing Panel, student is expelled for the remainder of the 2013-14 spring semester and the 2014-15 fall semester. During the period of expulsion, the student is to receive home instruction.

Expulsion Case #14 1314: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2013-14 spring semester and the 2014-15 fall semester. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the recommendations for expulsion, Expulsion Cases #12 1314, #13 1314, and #14 1314 as presented.