

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**MAY 21, 2015
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
Bill Farris, President
Tim Johnson
Kurt Rockwell
Michael Scott, Vice President/Clerk
Student Member, Maddy Portillo

Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

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

2. APPROVAL OF MINUTES of the special meeting of April 13, 2015 and the special, concurrent, and regular meetings of April 16, 2015.

3. PROGRAMS AND PRESENTATIONS

- 3.1 Presentation to Blair Etoch and Maddy Portillo, Student Board Members for Their Service for 2014-15
- 3.2 Presentation of the Sierra Sands Community Service Award to Mr. Conrad Osborne
- 3.3 Presentation of the Annual Sierra Sands Rose Awards in Recognition of Outstanding Parent and Community Volunteers

3. PROGRAMS AND PRESENTATIONS (continued)

3.4 Recognition of Site and District Employees of the Year

3.5 Presentation of Service Awards to District Retirees

A brief reception in the lobby will follow these presentations to greet and congratulate award recipients and retirees.

4. PUBLIC HEARING

4.1 Public Hearing on the Annual Budget Plan and the Annual Service Plan for 2015-16 for the Sierra Sands SELPA

4.2 Public Hearing for Initial Sunshine Contract Proposal for 2015-16 from Chapter 188 of the California School Employees Association to the Board of Education

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Enrollment Report
- Graduations and Promotions
- Date of Superintendent Evaluation
- Date of Board Self Evaluation
- Gold Ribbon Schools

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

5.5 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 the Annual Budget Plan and the Annual Service Plan for 2015-16 for the Sierra Sands SELPA

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

6.3 Approval of High School Mathematics Courses that Align to Common Core Standards

- 6.4 Approval of Revisions to Physical Education Courses in Grades 6-12 and Approval of a Physical Education Elective Course at Burroughs High School
- 6.5 Approval of Memorandum of Understanding (MOU) and Resolution between Cerro Coso Community College and Sierra Sands Unified School District Regarding Dual Enrollment
- 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 Declaration of Need for Fully Qualified Teachers for the 2015-16 School Year
 - 8.4 Presentation of Initial Sunshine Contract Proposal for 2015-16 from the Board of Education to Chapter 188 of the California School Employees Association
- 9. GENERAL ADMINISTRATION
 - 9.1 Gifts to the District
 - 9.2 Authorization for Board Member Travel, Section 8002 Impact Aid Summer Meeting
 - 9.3 Approval of Revisions to the 2015-16 Academic Calendar
- 10. CONSTRUCTION ADMINISTRATION
 - 10.1 Report to the Board: Construction Activities and Issues
 - 10.2 DoD Project Management Policies and Procedures Manual
 - 10.3 Approval to Increase Plan Review Fee to Department of Toxic Substance Control for Murray Middle School due to Change of Remediation Requirements
- 11. BUSINESS ADMINISTRATION
 - 11.1 Approval of Resolution #27 1415 in Support of SB 191 (Block) Home-to-School Transportation Equity
 - 11.2 Approval of Resolution #28 1415 Authorization to Increase the Revolving Cash Fund
- 12. CONSENT CALENDAR
 - 12.1 Approval of A & B Warrants
 - 12.2 Appointment of 2015-16 California Interscholastic Federation (CIF) League Representatives for Burroughs High School
 - 12.3 Approval to Declare the Property Value of Four Vehicles and Allow for the Sale of the Vehicles to an Auto Recycling Center as Surplus Property
 - 12.4 Approval of Perkins Career Technical Education Application for Funding for the 2015-16 School Year

- 12.5 Approval of the 2015-16 AVID (Advancement Via Individual Determination) Implementation and AVID Consortium Agreements
- 12.6 Approval of Waivers for the California High School Exit Exam for Students with Disabilities, CAHSEE Waiver #1 1415 and CAHSEE Waiver #2 1415
- 12.7 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 for the 2015-16 School Year
- 12.8 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Preschool Programs in 2015-16
- 12.9 Approval of Recommendations for Expulsion, Expulsion Case #07 1415
- 12.10 Approval of Recommendations for Expulsion, Expulsion Case #08 1415
- 12.11 Approval of Recommendations for Expulsion, Expulsion Case #09 1415

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be June 18, 2015.

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: April 13, 2015
TIME OF MEETING: 6:00 p.m.
PLACE OF MEETING: District Office Conference Room
MEMBERS PRESENT: Castillo-Covert, Farris, Rockwell, Scott
MEMBERS ABSENT: Johnson
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. CONSTRUCTION ADMINISTRATION

The board met in a work/study session to review and discuss progress on district construction projects.

3. ADJOURNMENT was at 8:10 p.m.

THE BOARD OF EDUCATION

Michael Scott, Vice President/Clerk

Ernest M. Bell, Jr., Secretary to Board

Recorder: Diane Naslund

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: April 16, 2015

TIME OF MEETING: 6:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

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

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

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus.

2. CLOSED SESSION

2.1 Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b): One potential case.

No action was taken.

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

No action was taken.

3. ADJOURNMENT

THE BOARD OF EDUCATION

Michael Scott, Vice President/Clerk

Ernest M. Bell, Jr., Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Concurrent Meeting of the Board of Education

DATE OF MEETING: April 16, 2015
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent
MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

10. CONSTRUCTION ADMINISTRATION

10.2 Approval to Enter into Second Amendment to the Agreement with RBB Architects, the Architect of Record (AOR) for the Modernization of Burroughs High School

Motion passed to approve entering into the second amendment to the agreement with RBB Architects as presented. CASTILLO-COVERT/JOHNSON

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

12. CONSENT CALENDAR

12.3 Adoption of Resolution #25 1415 Authorizing Board Member Compensation for Absence due to Military Reserve Duty (Johnson)

Motion passed to adopt Resolution #25 1415 authorizing board member compensation as presented. ROCKWELL/CASTILLO-COVERT

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

13. ADJOURNMENT

THE BOARD OF EDUCATION

Michael Scott, Vice President/Clerk

Ernest M. Bell, Jr., Secretary to the Board

recorder: Diane Naslund

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: April 16, 2015
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by student board member, Maddy Portillo.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted noting the following changes: Item 4.2 will be removed from the agenda and Item 12.2 will be considered separately from the consent calendar. Additionally, concurrent agenda Item 10.2 will be heard following Item 10.1 on the regular agenda and concurrent agenda Item 12.3 will be heard following Item 12.1. The Inyo-Kern Schools Financing Authority Agenda will be heard following Item 11.2.

2. APPROVAL OF MINUTES

The minutes of the special and regular meetings of March 12, 2015 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

4.1 Public Hearing for Initial Sunshine Contract Proposal for 2015-16 from the Desert Area Teachers Association to the Board of Education

Public hearing opened at 7:18 p.m. and hearing no comments was closed at 7:19 p.m.

4.2 Public Hearing on the Annual Budget Plan and the Annual Service Plan for 2015-16 for the Sierra Sands SELPA

Item 4.2 was removed from the agenda.

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Burroughs High School: The Mr. BHS pageant was a sold out event with Michael Skipworth earning the title. Campus clubs and the ASB are busy as the school year winds down. ASB elections for the 2015-16 officers are underway. A representative from Congressman McCarthy's office attended STEM Day at Burroughs. Congratulations to the Burroughs Symphonic Band for earning a "superior" rating for stage performance and sight reading at the Southern California School Band and Orchestra Festival.

James Monroe Middle School: The Gateway to Technology and AVID students had the opportunity to experience experiments at the California Science Center and the 8th grade EL students paired with Burroughs High School students to tour the BHS campus. Counselors from Burroughs will visit 8th grade history classes to provide information about core classes and electives available at the high school. James Monroe will host a Student Success Team training at the end of the month.

Murray Middle School: The ASB held the annual Touch of Class Luncheon and Dance. Students and staff were treated to a special Parisian lunch. AVID students took a field trip to Michelson Lab and several students competed in the Kern County Science Fair with Noah Leighton placing 1st in Chemical Reactions and receiving the American Chemical Award. Murray Middle School students and staff read for a total of 220,140 minutes in the annual Reading Challenge.

Mesquite High School: Mesquite has had 2 more students graduate for a total of 9 so far this year. Thank you to Mrs. Antonson and the ASB for putting on this year's prom at the historic USO building. Mesquite High School was selected as a Model Continuation High School by the California Department of Education.

5.2 Reports from Members of the Board

Board member, Mrs. Amy Castillo-Covert invited youth to attend the Bite of Reality workshop on April 25, 2015 at the Old Towne Theatre.

Board president, Mr. Bill Farris congratulated board member, Mr. Tim Johnson on his election to the CSBA Delegate Assembly. He reported that the delegate assembly meeting to be held in May will review the California School Boards Association new policy platform.

5.3 Superintendent's Report

Superintendent Ernie Bell reported enrollment is up by 11 students over this time last year. Intradistrict Open Enrollment will be held May 1-15, 2015. The Open House schedule has been posted on the district website and Mr. Bell invited all to attend a school Open House this year. He thanked staff for their efforts in getting spring testing off to a good start and Mr. Jay Kovar for organizing Jr. Olympics. He acknowledged and thanked NAWS for their partnership with Sierra Sands Unified School District in STEM Day.

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

Ms. Barb Walls, President of the Desert Area Teachers Association, reports the shortage of substitute teachers is of concern to DATA and encouraged the district to become proactive in enticing qualified substitute teachers to make themselves available to the district. With the reauthorization of the Elementary and Secondary Education Act (ESEA), Ms. Walls encouraged calls to congressional representatives to inform them of a realistic program description

under the ESEA and to encourage minimization of student high stakes testing. She reports that CTA supports AB 787, 709, and SB 322 and opposes SB 774. Additionally, she reports DATA selected academic calendar option C for the 2016-17 school year.

5.5 Communications from the public

Ms. Kate Champeny, Ms. Sharlene Paxton, Ms. Robin Duff, and Ms. Annie Jorgenson spoke during the public comment period.

6. EDUCATIONAL ADMINISTRATION

6.1 Adoption of Textbooks and Instructional Materials for Algebra 1, Geometry, Algebra 2, and ROP Criminal Justice

Motion passed to adopt the textbooks and instructional materials as presented.
SCOTT/JOHNSON

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy/Administrative Regulations 1312.3, Uniform Complaint Procedures: Community Relations

Motion passed to approve revisions to Board Policy 1312.3 and review of Administrative Regulation 1312.3, Uniform Complaint Procedures. CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, 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 approve items 8.1 and 8.2. SCOTT/CASTILLO-COVERT

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

8.3 Adoption of Resolution #21 1415, Reduction of Classified Service

Motion passed to adopt Resolution #21 1415, Reduction of Classified Service.
SCOTT/ROCKWELL

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

8.4 Adoption of Resolution #22 1415, Teacher Appreciation Week, May 4-8, 2015 and the Day of the Teacher

Motion passed to adopt Resolution #22 1415 as presented.
CASTILLO-COVERT/ROCKWELL

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

8.5 Adoption of Resolution #23 1415, Classified School Employee Week, May 18-22, 2015

Motion passed to adopt Resolution #23 1415 as presented.
ROCKWELL/CASTILLO-COVERT

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

8.6 Adoption of Resolution #24 1415, Certificated Layoff

Motion passed to adopt Resolution #24 1415 as presented.
CASTILLO-COVERT/ROCKWELL

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

8.7 Presentation of Initial Sunshine Contract Proposal for 2015-16 from the Board of Education to the Desert Area Teachers Association

Mr. Dave Ostash, Assistant Superintendent of Human Resources presented the initial sunshine contract proposal for 2015-16 to Desert Area Teachers Association representatives, Carolyn Hiatt and Sharlene Paxton.

8.8 Presentation of Initial Sunshine Contract Proposal for 2015-16 from Chapter 188 of the California School Employees to the Board of Education

On behalf of Chapter 188 of the California School Employees, Mr. Dave Ostash, Assistant Superintendent of Human Resources, presented the initial sunshine contract proposal for 2015-16 to the Board of Education.

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: Ridgecrest Presbyterian Church donated a rolling clothing cart with an estimated cash value of \$10.00 to Mesquite High School for use in their school prom closet, Mr. Hugh Edwards donated costumes with an estimated cash value of \$496.00 to the Burroughs High School Drama Department, Mr. James Gunnell donated two computers and 2 keyboards with a total estimated cash value of \$100.00 to Mrs. Browne's classroom at Richmond Elementary School, Ms. Ellen Knehans donated miscellaneous school supplies with an estimated cash value of \$349.66 to the student store at Richmond Elementary School, and Sydney Peak Stone, Inc. donated landscape boulders with a cash value of \$4,500.00 to Burroughs High School. SCOTT/CASTILLO-COVERT

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

9.2 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the

Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, and Provision of Intensive Instruction

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

9.3 Adoption of the Board Meeting Calendar for the 2015-16 School Year

Motion passed to adopt the 2015-16 board meeting calendar as presented.
CASTILLO-COVERT/SCOTT

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

9.4 Appointment of Student Member to the Board of Education for the Remainder of the 2014-15 School Year Spring Semester

Motion passed to appoint Maddy Portillo as student member to the board for the remainder of the 2014-15 school year. SCOTT/ROCKWELL

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

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

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

Murray Middle School project: DSA stamp out is expected on May 9, 2015. The student drop off area has been revised and approved with substantial savings. CEQA is in the process of completing a remediation action work plan and submittal to DTSA is projected for April 28, 2015. The start of construction is projected for September 2015.

Burroughs High School project: The new Architect of Record (AOR) has performed a peer review where he reviews all documents with the design consultant. They convened over a three day period and resolved identified conflicts on a page by page basis. The AOR and construction manager toured Burroughs High School room by room to assess essential needs on the documents. This is a crucial component in controlling costs. DSA redline comments are expected to be completed in May and resubmitted. Stamp out is expected in July with mobilization projected to begin in September.

HVAC remediation projects: The James Monroe project has received stamp out by DSA. Mesquite and the Burroughs PAC stamp out is expected in June, 2015. Burroughs remediation will be part of the modernization package.

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

11. BUSINESS ADMINISTRATION

11.1 Authorization to Renew the License Agreement with Ridgecrest Regional Hospital for Joint Use of Underutilized District Property Adjacent to Mesquite High School

Motion passed to renew the license agreement with Ridgecrest Regional Hospital as presented. SCOTT/CASTILLO-COVERT

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

11.2 Authorization to Utilize Inyo-Kern Schools Financing Authority Funding for District School Facilities Projects

Motion passed to authorize the use of IKSFA funds for district school facilities projects. JOHNSON/ROCKWELL

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

President Farris temporarily adjourned the Sierra Sands Unified School District board meeting at 8:35 p.m. and opened the meeting of the Board of Directors of the Inyo-Kern Schools Financing Authority.

The Sierra Sands Unified School District Board of Education meeting was reopened at 8:37 p.m.

12. CONSENT CALENDAR

12.1 "A" & "B" Warrants

With the request from Mr. Johnson that item 12.2 be considered separately, motion passed to adopt consent calendar Item 12.1 as presented. ROCKWELL/CASTILLO-COVERT

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

12.2 Approval for Burroughs High School Band, Choir, and Orchestra to Attend an Out of Country Music Cruise Festival to Baja, Mexico, February 12-15, 2016

Motion passed to approve out of country travel for the Burroughs High School Band. CASTILLO-COVERT/ROCKWELL

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

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:42 p.m.

THE BOARD OF EDUCATION

Michael Scott, Vice President/Clerk

Ernest M. Bell, Jr., Secretary to Board

Recorder: Diane Naslund

3. PROGRAMS AND PRESENTATIONS

3.1 Presentation to Blair Etoch and Maddy Portillo, Student Board Members for Their
Service for 2014-15

President Farris will present certificates of appreciation to Student Board Members, Blair Etoch, Burroughs High School and Maddy Portillo, Mesquite High School for their service during the 2014-15 school year.

3. PROGRAMS AND PRESENTATIONS

3.2 Presentation of the Sierra Sands Community Service Award to Mr. Conrad Osborne

BACKGROUND INFORMATION: In an effort to recognize and highlight community members who volunteer their services to valley students, the superintendent has established a Sierra Sands Community Service Award. This recognition medium gives the district 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. The honored party is invited to attend a meeting of the Board of Education to be publicly recognized and appropriately honored.

CURRENT CONSIDERATIONS: Every year the district acknowledges the important role played by members of the community. Our district is very fortunate to have so much wonderful community support that it was especially difficult to choose an individual who most personifies advocacy for the district and support of the community. While there were many worthy candidates, Mr. Conrad Osborne represents, in every way, all of those qualities that most graphically illustrate the significant support extended to the district in pursuit of its mission of educating all of the students in the local community. Mr. Osborne has volunteered in the Burroughs High School math department nearly every day for the past six years. In addition to being there every day, Mr. Osborne is on campus working with students every single period. He even packs a lunch and tutors students during the lunch hour. In total, Mr. Osborne is on campus more than seven hours per day, five days a week, 180 days per school year. When you do the math, Mr. Osborne donates more than 1,260 hours per year or 7,560 hours for the last six years. This does not even include the countless athletic events, school performances, and other extra-curricular activities he attends when invited by students who have grown fond of him. His commitment to helping others is truly amazing,

Mr. Osborne was a private school teacher for 29 years before retiring eight years ago. When asked why he donates so much of his time, he indicated that he really enjoys the kids and enjoys teaching math. Although he spends most of his time helping students enrolled in CAHSEE math, he often works one on one with students during lunch in other subject areas.

When asked to comment about Mr. Osborne, math department chair Amy Shermer said the following, “Mr. Osborne’s dedication is unwavering. He is consistently at school each and every day. He is kind and helpful to both students and teachers. Students know what to expect from him; kindness, patience, and encouragement. He is the most amazing volunteer I have ever known. I am privileged to know him and honored to work with him.”

SUPERINTENDENT'S RECOMMENDATION: It is the pleasure of the Board of Education to recognize Mr. Conrad Osborne as the Sierra Sands Community Service Award recipient for the 2014-15 school year.

3. PROGRAMS AND PRESENTATIONS

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

BACKGROUND INFORMATION: We are fortunate to live in a community where parents and community members take a vital interest in the lives of their children, whether it is in their activities at home or at school. Many go above and beyond what is necessary to make a difference to the children of the district. In an effort to recognize and highlight the special individuals who volunteer their services to our students and schools, the Sierra Sands Unified School District has established the Sierra Sands Rose Award. This award gives the district the ability to annually honor those volunteers who generously dedicate time and energy to the success of our students.

CURRENT CONSIDERATIONS: Principals of each of the district schools will join President Farris and Superintendent Bell in a 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 Sierra Sands Unified School District.

Gateway Elementary School: Mrs. Jodie Batzer is Gateway's Rose Award recipient. Mrs. Batzer is a loving mother of four and a former navy spouse. She has been Gateway's Book Fair coordinator for three years. Jodie co-chairs the monthly school behavior reward program called Gator Day. She is an active member of Gateway's PTO. She has created and coordinated countless fundraising activities for the school. She does not limit herself to reaching out to the schools her children attend but volunteers and donates time at other schools including James Monroe Middle School and Faller Elementary School. She helps with the Burroughs Track and Cross Country teams. Jodie has volunteered many hours to Sierra Dance Academy as well. She isn't just a volunteer at our school. She has captured all of our hearts and is a breath of fresh air, hope, and kindness. She has affected not only our students but our staff as well. She is always looking for ways to help others. She is never without a kind word, a helpful hand, and a cheerful heart. She is an example of charity.

Murray Middle School: Murray Middle School has selected Ms. Angela Moore as its 2014-15 Rose Award recipient. Angela is the mother of a seventh grade student but is involved with so many students at Murray and around town that she seems like the mother of many. She is often seen bringing other students to school, helping with the science fair projects and application, getting supplies to students, and generally being the best school mom ever. Ms. Moore frequently helps out with the ASB class and has chaperoned every dance. She does this with a smile on her face and positive comments to all. She is truly a glass half full person, always looking for the next great event to help the students grow. She and another mother helped ten of our Murray leaders go to

the Bakersfield Youth Leadership Conference. These students returned refreshed and with great ideas for planning end-of-year activities.

Burroughs High School: I am pleased to recognize Mr. Vinny Vargas as our Rose Award recipient. Mr. Vargas has been an instrumental figure in the football program for the past three years. He is incredibly generous with both his time and money. He attends practice daily even during the off-season. He often arrives before many of the coaches and is one of the last to leave. He is an expert craftsman and, therefore, his contributions to the program have mostly been in maintaining equipment. There are few things, if any, Mr. Vargas cannot fix. This is especially helpful with regard to having a limited budget. Items that we would have had to fundraise to replace are often refurbished and used for another several years saving funding to be used in other areas. Mr. Vargas donates significant amounts of his personal money to projects and to support the program. He never asks to be reimbursed. He prepares and packs all of the equipment and hauls it to all away games using his personal vehicle. There is no end to his generosity and passion. However, the most significant role Mr. Vargas plays, is that of role model, supporter, and friend to so many of our student-athletes. The kids trust Mr. Vargas in the same way they might trust and treat a coach or teacher. Generosity such as this is rare. However, it isn't unheard of. What is exceptional, however, is that in most cases an individual who is so generous has a vested interest such as a child in the program. Mr. Vargas does not. His son Max, who is a senior, had played football in the past but decided not to play for the last two years. That would have been the end of the participation for most parents. Not for Mr. Vargas. He has maintained his contributions despite not having a child in the program and he plans to continue for some time to come. We appreciate Mr. Vargas for all of his contributions and we know we are extremely fortunate to have someone like him contributing to our school programs.

Inyokern Elementary School: I am pleased to introduce Mrs. Lisa Hall as Inyokern Elementary School's 2014-15 Rose Award recipient. Mrs. Hall is a volunteer extraordinaire and can be seen volunteering with a wide variety of activities throughout the school. From organizing supplies or working in classrooms, Mrs. Hall can be counted on to answer the call for help. This year she has served as our PTO president and helped organize our Family Nights, the Student Store, FAME, and our Book Fairs. Mrs. Hall has also spent countless hours helping in our library and media center. She is currently heading up a book give away event designed to give every student the opportunity to take home several free books. Besides being our PTO president, Mrs. Hall serves on the School Site Council, Superintendent's Council, and the District Leadership Committee. She is a welcomed volunteer on the Inyokern campus and we are fortunate to have her.

Rand Elementary School: I am pleased to introduce Mrs. Judy Dietrichson as Rand Elementary School's 2014-15 Rose Award recipient. Mrs. Dietrichson is more than a volunteer at Rand. She is an essential part of the school's community who gives the students of Rand the gift of time. Each week she serves as the volunteer librarian teaching a literary lesson with an art tie-in. This year she was also the coordinator for Read Across America/Dr. Seuss Day and created a fun day of reading for the students. She is generous with her gifts of books and is always thinking of ways to help the school through fundraising. Whether she is working to help with multicultural units and activities such as weaving and quilting, helping students create entries for the fair, or facilitating family involvement activities such as the Stone Soup lunch or the Cinco de Mayo celebration, Mrs. Dietrichson is always willing to be involved and lend a helping hand. Mrs. Dietrichson serves as a constant advocate for our school and we appreciate her dedication and support.

Pierce Elementary School: On behalf of the Pierce staff, I am happy to recognize Mrs. Emily McArtor as our Rose Award recipient this year. Emily has been a constant, helpful presence at Pierce for the past four years. She is an active member of our PTO, School Site Council, and is our Box Top chairperson. While Emily's daughter is in 3rd grade, Emily doesn't limit herself to helping just 3rd grade students. She has a second home in kindergarten helping both kindergarten classes on a regular basis. Emily helps everyone at the school. Whenever teachers need things laminated, counted, collated, cut out, graded, or made cuter they just call on Miss Emily. This year she tabulated all of the Jr. Olympics data for grades 1-5 and put student names on all of the Jr. Olympic brag tags. Emily is a Noon Duty Supervisor as well as a substitute teacher and continues to make time to volunteer at Pierce.

Mesquite High School: Ms. Christina Owens is very deserving of the Rose Award for Mesquite High School. She has volunteered in many ways throughout the year. Most importantly to us, is her service on the School Site Council. She stepped in and took the parent's chair on the committee when the previous parent could no longer serve. She collected numerous gift certificates and awards for our student activities. This saved staff countless hours. Most recently, she volunteered her time to assist in organizing the prom and "volunteered" her husband to be the prom DJ. Ms. Owens did all of this while working three jobs! We are truly grateful for her service to Mesquite High School this year.

Faller Elementary School: Ms. Susanne LeBlanc, or Sue for short, has been a valuable volunteer at Faller Elementary for eight years. She began by assisting with PTO luncheons in 2007 so she could get to know the staff better. By 2011, she became co-president of our PTO moving to president in 2012 where she still serves and hopes to continue to serve next year. She has organized our Pride Days, painted the sun rays on our quad, coordinated fundraisers, and organized our t-shirt design, order, delivery,

and distribution. She has attended Superintendent's Council as our PTO representative and wishes she could still attend but went off and got a job with Sierra Sands since she was spending most of her time with us anyway! She has helped on numerous field trips, in classrooms, and assisted teachers. As Sue says, "Good golly! If you can volunteer for it, I've probably done it!" On behalf of Faller Elementary School, we congratulate Ms. Sue LeBlanc as our Rose Award recipient.

James Monroe Middle School: It is with great honor that the James Monroe Tiger family recognizes Mrs. Desiree Dickie as our Rose Award recipient. Desiree has spent countless hours volunteering at James Monroe. This year, Desiree organized a Fall Carnival, a Valentine's Dance, and our reading incentive program. With her assistance, students at Monroe are able to experience fun school activities. We also have a new design on our Monroe t-shirts thanks to Desiree's artistic abilities. Furthermore, when we need help copying and distributing flyers, Desiree is always willing to lend a hand. She even calls when she has free time to see if there is anything she can help with. The staff and students at Monroe appreciate Mrs. Desiree Dickie's generous service.

Richmond Elementary School: Mrs. Becky Anderson is Richmond's Rose Award recipient for 2014-15. Mrs. Anderson has been a steadfast volunteer at Richmond. We call upon her because she is dependable, hard-working, and an always willing parent who shows up on time for her volunteer responsibilities. All of this is done while raising five children. She has set up our annual Science Fair and Art Show and has participated with the Battle of the Books program. She has been the mainstay of our Before School Reading Program and patiently listens to young readers each morning. Mrs. Anderson and her husband have been the boys' basketball team coaches this year and have helped the boys develop athletic skills, good sportsmanship, and teamwork. Becky is a dedicated parent who extends her caring ways to many children at Richmond. We are grateful for her dedication, support, and commitment to Richmond Elementary School.

Las Flores Elementary School: Las Flores Elementary School is proud to present the 2014-15 Rose Award to Denise and Jason Allen. Mr. and Mrs. Allen are classroom volunteers, committee members, PTO and Site Council officers, Math Club teachers, school leaders and, above all, friends. In each of these roles, their ability, generosity of spirit, enthusiasm, and hard work have been commendable and inspiring. The Allen's have been sharing themselves with our students and teachers for over ten years. Their daughter is currently in 5th grade so this will be their last year with us. Denise donates her time not only in her children's classrooms but for the entire Las Flores Community. Her unfailing, self-motivated, and compassionate service to Las Flores has improved our campus and been valuable to staff, parents, and students. Jason has led our school Math Club for many years, helping students build both skills and enthusiasm for math.

His math students choose to spend their flex Friday lunchtimes doing math instead of playing. Denise and Jason Allen step up to the plate when needed. Their strong technology skills, enthusiasm for students and the school, wonderful people skills, and caring attitudes make them truly outstanding. We are grateful to have them as our honorees.

SUPERINTENDENT'S RECOMMENDATION: President Farris, Mr. Bell, and school principals will introduce award recipients and present certificates and roses to each in recognition of their service to the district.

3. PROGRAMS AND PRESENTATIONS

3.4 Recognition of Site and District Employees of the Year

BACKGROUND INFORMATION: As the end of the 2014-15 school year is fast approaching, the board would like to recognize the outstanding classified and certificated Employees of the Year for their service to students and the educational community. Each site nominates and then selects a certificated and classified employee to receive this honor. The district certificated and classified Employees of the Year are selected by the members of the superintendent's cabinet after a review of the site/department winners. The district Administrator of the Year is selected by the management team from a ballot vote.

CURRENT CONSIDERATIONS: This is an excellent opportunity for administrators, staff, parents, students, and community members to recognize and salute outstanding employees and their many contributions to student success. The following employees were honored as an Employee of the Year by their respective schools or departments and will be presented to the Board of Education for their service to the district by their site principal or department supervisor:

Erin Brandt, Burroughs	Marla Cosner, Mesquite
Melanie Branson, Burroughs	Darcy Kirkpatrick, Mesquite
Eileen Poole, Burroughs	Lynne Hetherton, Murray
Rhonda Wendt, Burroughs	Valerie Bennett, Murray
Bobbi Rhorlick, Burroughs	Kathy Rajtora, Pierce
Gretchen Gray, Faller	Toni Jones, Pierce
Charisse MacGregor, Faller	Joan Adams, Richmond
Carla Metelko, Gateway	Christian Sperdelozzi, Richmond
Kit Otto, Gateway	Carol Brewster, District Office
Annie Jorgensen, Inyokern	Jennifer Williams, District Office
Tacie Bull, Inyokern	Mike Kennedy, SELPA/PSS
Mechelle Ernst, James Monroe	Cindy Bower, SELPA/PSS
Cami Dickson, James Monroe	Shelley Hill, Food Service/Warehouse
Beverly Pippen, Las Flores	Shane Herbert, Support Services
Carrie Reed, Las Flores	Linda Christiansen, Transportation

The following employees were selected as district Employees of the Year:

Certificated: Lynne Hetherton
Classified: Shelley Hill
Administrator: Gavin MacGregor

SUPERINTENDENT’S RECOMMENDATION: Board President Farris, Mr. Bell, and Mr. Ostash will recognize these honorees for their service to the district.

3. PROGRAMS AND PRESENTATIONS

3.5 Presentation of Service Awards to District Retirees

BACKGROUND INFORMATION: The talents and contributions of district employees are the key to the success of the students of the Sierra Sands Unified School District. Near the end of each school year, the Board of Education takes time to recognize the service and dedication of those employees who have retired during the current year or will be retiring at the end of the current school year.

CURRENT CONSIDERATIONS: This year there are 9 certificated and 4 classified employees who will be recognized for their distinguished and dedicated service to the district. They are listed below along with their most recent assignment and dates of service.

Certificated Retirees

Joan Adams	Speech Pathologist, Richmond	1991-2015
Kathryn Dikes	English Teacher, Burroughs	1990-2015
Roxann Gibbs	Math Teacher, Burroughs	1986-2015
Patricia Jacobson	2 nd Grade Teacher, Inyokern	1987-2015
Allison Hays	4 th Grade Teacher, Richmond	2001-2015
Mary Howard	3 rd Grade Teacher, Richmond	1997-2015
Herma Kay Lloyd	3 rd Grade Teacher, Richmond	1979-2015
Karen McDonald	Art Teacher, Mesquite	1985-2015
Beverly Pippen	1 st Grade Teacher, Las Flores	1979-2015

Classified Retirees

Linda Carle	School Bus Driver I, Transportation	1999-2015
Johnnie Lopez	School Bus Driver I, Transportation	2005-2015
Chris Uetz	Director of Maintenance	1987-2015
Sharlene Anderson	School Office Manager, Richmond	2000-2015

SUPERINTENDENT'S RECOMMENDATION: Board President Farris, Superintendent Bell, and Assistant Superintendent of Human Resources, Mr. Ostash will introduce retirees and present service awards to each in recognition of their service to the district. A brief reception will follow these presentations in the lobby to greet and congratulate retirees and other award recipients.

4. PUBLIC HEARING

4.1 Public Hearing on the Annual Budget Plan and the Annual Service Plan for 2015-16 for the Sierra Sands SELPA

BACKGROUND INFORMATION: Assembly Bill 602 requires Special Education Local Plan Areas (SELPA) to submit an Annual Budget Plan and an Annual Service Plan that are adopted at a public hearing of the board. As required in Education Code Section 56205, together these plans must identify expected expenditures and include a description of services, the physical location of services, and must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meet their needs as specified in their Individualized Education Plan (IEP).

CURRENT CONSIDERATIONS: According to the governance and policymaking process established within the Sierra Sands SELPA Local Plan for Special Education, an Annual Budget Plan and an Annual Service Plan must be developed each year. The completion of the process will be documented by evidence that a public hearing has been held before the adoption of the Annual Budget Plan and the Annual Service Plan.

FINANCIAL IMPLICATIONS: The special education services provided by the Sierra Sands SELPA are supported through a combination of categorical special education state and federal funding, the expenditure of which is documented in these plans.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board conduct a public hearing on the Annual Budget Plan and the Annual Service Plan for 2015-16.

Annual Budget Plan Fiscal Year 2015–16

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The Standardized Account Code Structure (SACS) codes provide source information from the local educational agency (LEA) reporting.

	Reference/Label	Instructions	Estimated Totals
A	Funds received in accordance with Chapter 7.2 (commencing with California <i>Education Code</i> [EC] Section 56836) (Special Education Program Funding)	SACS Resource Code 6500 (State), 3300–3499 (Federal) 6512–6535 (General Fund)	3,746,419
B	Administrative costs of the plan	SACS Goal Code 5001 Function 2100	253,723
C	Special Education services to pupils with: (1) severe disabilities , and (2) low-incidence disabilities	SACS Goal Code 5710	24,625
		SACS Goal Code 5730	516,783
		SACS Goal Code 5750	1,025,201
D	Special education services to pupils with non-severe disabilities	SACS Goal Code 5770	3,707,082
E	Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments	Any SACS Goal Code with SACS Function Code 1130 ¹	16,435
F	Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2. (SELPA Program Specialists Funding)	SACS Goal Code 5050	0
		SACS Goal Code 5060	0
G	The use of property taxes allocated to the special education local plan area pursuant to EC Section 2572.	Statement is included in Local Plan	

¹ Function Activity Classification can be found at
<http://www.cde.ca.gov/be/ag/ag/yr08/mar08item24a6.doc>

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California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
210	Family training, counseling, and home visits (ages 0-2 only): This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home. ✓				34 Code of Federal Regulations (CFR) sections 300.34 (c)(3), 300.226
220	Medical services (for evaluation only) (ages 0-2 only): Services provided by a licensed physician to determine a child's developmental status and need for early intervention services. ✓				34 CFR sections 300.34 (c)(3), 300.226
230	Nutrition services (ages 0-2 only): These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences. ✓				34 CFR sections 300.34 (c)(3), 300.226
240	Service coordination (ages 0-2 only) ✓				34 CFR sections 300.34 (c)(3), 300.226
250	Special instruction (ages 0-2 only): Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's individualized family service plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development. ✓				34 CFR sections 300.34 (c)(3), 300.226
260	Special education aide in regular development class, childcare center, or family childcare home (ages 0-2 only) ✓				34 CFR sections 300.34 (c)(3), 300.226
270	Respite care services (ages 0-2 only): Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability. (Note: only for infants and toddlers from birth through 2, but under 3.)				34 CFR sections 300.34 (c)(3), 300.226

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California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
330	Specialized academic instruction: Adapting, as appropriate to the needs of the child with a disability, the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	✓			34 CFR Section 300.39(b)(3)
340	Intensive individual instruction: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	✓			30 California Education Code (EC) Section 56364
350	Individual and small group instruction: Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.	✓			5 California Code of Regulations (CCR) Section 3051; 30 EC Section 56441.2
415	Language and speech: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include specialized instruction and services: monitoring, reviewing, and consultation, and may be direct or indirect, including the use of a speech consultant.	✓			5 CCR Section 3051.1; 30 EC Section 56363; 34 CFR sections 300.34 (c)(15), 300.8 (c)(11)

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California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	Adapted physical education: Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports, and rhythms, for strength development and fitness suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully, or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.	✓			5 CCR Section 3051.5; 30 EC Section 56363; 34 CFR sections 300.108, 300.39 (b)(2)
435	Health and nursing—specialized physical health care services: Specialized physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12[b]). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration, and glucose testing.	✓			5 CCR Section 3051.12; 30 EC sections 56363, 49423.5(d) 34 CFR Section 300.107;
436	Health and nursing—other services: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician supervised or specialized health care service. IEP required health and nursing services are expected to supplement the regular health services program.	✓			5 CCR Section 3051.12; 30 EC Section 56363; 34 CFR Section 300.107

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California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
445	Assistive technology services: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.	✓			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR sections 300.6, 300.105
450	Occupational therapy: Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings, or the home, in groups or individually, and may include therapeutic techniques to develop abilities, adaptations to the student's environment or curriculum, and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.	✓			5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(6)

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California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
460	Physical therapy: These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home, and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.			✓	5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(9); California <i>Business and Professions Code</i> (B&PC) Chapter 5.7 sections 2600-2696; <i>Government Code (GC)</i> Interagency Agreement Chapter 26.5 Section 7575(a)(2)
510	Individual counseling: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.	✓			5 CCR Section 3051.9; 34 CFR Section 300.34(c)(2)
515	Counseling and guidance: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. IEP required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal, or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.	✓			34 CFR sections 300.24.(b)(2), 300.306; 5 CCR Section 3051.9

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California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
520	Parent counseling: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs and may include parenting skills or other pertinent issues. IEP required parent counseling is expected to supplement the regular guidance and counseling program. ✓				5 CCR Section 3051.11; 34 CFR Section 300.34(c)(8)
525	Social work services: Social work services, provided by a qualified individual pursuant to an IEP, include, but are not limited to, preparing a social or developmental history of a child with a disability, group and individual counseling with the child and family, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.				5 CCR Section 3051.13; 34 CFR Section 300.34(c)(14)
530	Psychological services: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results for parents and staff in implementing the IEP, obtaining and interpreting information about child behavior and conditions related to learning, and planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP required psychological services are expected to supplement the regular guidance and counseling program. ✓				5 CCR Section 3051.10; 34 CFR Section 300.34 (c)(10)
535	Behavior intervention services: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment. ✓				5 CCR Section 3001(d); 34 CFR Section 300.34 (c)(10)

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California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
540	Day treatment services: Structured education, training, and support services to address the student's mental health needs.				Health & Safety Code, Div. 2, Chap. 3, Article 1, Section 1502(a)
545	Residential treatment services: A 24-hour, out-of-home placement that provides intensive therapeutic services to support the educational program.				Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5671
610	Specialized services for low incidence disabilities: Low incidence services are defined as those provided to the student population who have orthopedic impairment (OI), visual impairment (VI), who are deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or an itinerant teacher/specialist. Consultation is provided to the teacher, staff, and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.	✓			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
710	Specialized deaf and hard of hearing services: These services include speech therapy, speech reading, auditory training, and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel.	✓			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
715	Interpreter services: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	✓			5 CCR Section 3051.16; 34 CFR Section 300.34 (c)(4)
720	Audiological services: These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents, or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included.			✓	5 CCR Section 3051.2; 34 CFR Section 300.34 (c)(1)

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California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
725	Specialized vision services: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills including alternative modes of reading and writing; and social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others, and collaboration with the student's classroom teacher.	✓			5 CCR Section 3030(d); 30 EC Section 56364.1
730	Orientation and mobility: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	✓			5 CCR Section 3051.3; 30 EC Section 56363; 34 CFR Section 300.34 (c)(7)
735	Braille transcription: Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	✓			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(13)
740	Specialized orthopedic services: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.			✓	5 CCR sections 3030(e), 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(8)
745	Reading services				5 CCR Section 3051.16

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
750	Note taking services: Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student or transcription of tape-recorded information from a class or aide designated to take notes. This does not include instruction in the process of learning how to take notes.	✓			5 CCR Section 3051.16
755	Transcription services: Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.			✓	5 CCR Section 3051.16
760	Recreation services, includes therapeutic recreation: Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.			✓	5 CCR Section 3051.15; 34 CFR Section 300.34 (c)(11)
820	College awareness: College awareness is the result of acts that promote and increase student learning about higher education opportunities, information, and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility, and financial aid.	✓			34 CFR sections 300.39 (b)(5), 300.43
830	Vocational assessment, counseling, guidance, and career assessment: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist a student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	✓			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
840	Career awareness: Transition services include a provision for self-advocacy, career planning, and career guidance. This also emphasizes the need for coordination between these provisions and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	✓			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
850	Work experience education: Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	✓			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
855	Job Coaching: Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	✓			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
860	Mentoring: Mentoring is a sustained coaching relationship between a student and teacher through ongoing involvement. The mentor offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal, as in planned, structured instruction, or informal that occurs naturally through friendship, counseling, and collegiality in a casual, unplanned way.	✓			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
865	Agency linkages (referral and placement): Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).			✓	30 EC Section 56341.5 (f); 34 CFR Section 300.344 (3)(b)
870	Travel training (includes mobility training)	✓			5 CCR Section 3051.3; 34 CFR sections 300.39 (c)(7)
890	Other transition services: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.	✓			

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
900**	Other special education/related services: Any other specialized service required for a student with a disability to receive educational benefit.	✓			
* B&PC-Business and Professional Codes CCR-California Code of Regulations CFR-Code of Federal Regulations EC-Education Code GC-Government Code					
** Use of CASEMIS Code 900 necessitates further explanation. Please list the other special education/related services to be provided as Code 900 on the form ASP-01b: Customized Service Descriptions.					

Customized Service Descriptions

Special Education Local Plan Area:

California Department of Education Form ASP-01b (rev March 2015)				Special Education Division	
CASEMIS Code	Special Education Service Category Descriptions Birth-21 Years	Compliance Standard (Legal Requirement)	For CDE Use Only		
			Compliance	Meets Compliance	Findings/ Comments
			Yes	No	
900	Specially Designed Physical Education-Physical Education that has been adapted to meet the needs of the child with a disability and is provided by the itinerant special education teacher at the school that the child is attending.	Provision of FAPE	Has the Special Education Local Plan Area (SELPA) included: - Name of service? - Description of service? - How service provided?		

Customized Service Descriptions

Special Education Local Plan Area:

California Department of Education Form ASP-01b (rev March 2015)		Special Education Division			
CASEMIS Code	Special Education Service Category Descriptions Birth-21 Years	Compliance Standard (Legal Requirement)	For CDE Use Only		
			Compliance	Meets Compliance	
			Yes	No	
900	Home Instruction-Home Instruction was provided to the student as the result of the IEP team's decision that the student needed a more restrictive environment. The instruction was provided by a credentialed Special Education teacher.	Provision of FAPE	Has the Special Education Local Plan Area (SELPA) included: - Name of service? - Description of service? - How service provided?		

Customized Service Descriptions

Special Education Local Plan Area:

California Department of Education Form ASP-01b (rev March 2015)		Special Education Division				
CASEMIS Code	Special Education Service Category Descriptions Birth-21 Years	Compliance Standard (Legal Requirement)	For CDE Use Only			
			Compliance	Meets Compliance		Findings/ Comments
				Yes	No	
900	<p>Social Skills Group-Service is provided by the Speech Teacher or school counselor for students to provide practice with social language and learning to read other's nonverbal social cues. Service is provided in a small group setting.</p>	<p>Provision of FAPE</p>	<p>Has the Special Education Local Plan Area (SELPA) included:</p> <ul style="list-style-type: none"> - Name of service? - Description of service? - How service provided? 			

SELPA:1513 Sierra Sands SELPA

LEA:1573742 SIERRA SANDS

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0119495 Sierra Vista Education Center	10	415 450
1531367 Burroughs High	10	330 415 425 435 436 510 515 720 820 830 840 850 855 860 865 890 900
6009294 Pierce Elementary	10	330 415 900
6009310 Murray Middle	10	330 415 435 436 510 515 530 725 730 900
6009328 Richmond Elementary	10	330 340 415 425 435 436 450 510 520 725 730 900
6009609 Inyokern Elementary	10	330 415
6009617 Monroe (James) Middle	10	330 415 435 515 715 840 900
6009625 Las Flores Elementary	10	330 415 450
6009633 Faller Elementary	10	330 415 450
6110712 Gateway Elementary	10	330 415 450 510 515
1530054 Mesquite Continuation High	20	210 510 820 840 890
0119495 Sierra Vista Education Center	24	820

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School(operated AS an LEA	55- Charter School(operated as by an LEA

SELPA:1513 Sierra Sands SELPA

LEA:1573742 SIERRA SANDS

Other Facility (002)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6009617 Monroe (James) Middle	40	330 415 840

Please ensure that the following are included on this form: (Ages 6-22)	
30-Juvenile Court	40-Home Instruction
45-Hospital Facility	50-Community College
51-Adult Education Program	70 -Nonpublic Day School
71/72- Nonpublic Residential	79- Nonpublic Agency

Local Educational Agency (LEA):

Infant Services (003)

[illegible]

Use these codes to identify the type of facility where Infant Services (ages 0-3) are provided:

00—No School (Ages 0–5 only)	10—Public Day School
11—Public Residential School	19—Other Public School/Facilities
40—Home	45—Hospital Facility
62—Child Development or Child Care Facility	65—Extended Day Care

SELPA:1513 Sierra Sands SELPA

LEA:1573742 SIERRA SANDS

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0119495 Sierra Vista Education Center	00	415
0119495 Sierra Vista Education Center	10	415 900
6009294 Pierce Elementary	10	415
6009328 Richmond Elementary	10	330 415 450 900
6009609 Inyokern Elementary	10	415 436
6009625 Las Flores Elementary	10	330 415
6009633 Faller Elementary	10	415
6110712 Gateway Elementary	10	330 415
611071A *** Sch Code Not Found *** Gateway Preschool	10	250 330 350 415 450 900

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

Annual Service Report Other Facilities

Facility 32: County Jails

Currently, there are no incarcerated students served at the county jail Facility 32. Should services become necessary during the 2015-16 year, a full array of services would be available through coordination with the Kern County Superintendent of Schools.

4. PUBLIC HEARING

4.2 Public Hearing for Initial Sunshine Contract Proposal for 2015-16 from Chapter 188 of the California School Employees Association to the Board of Education

BACKGROUND INFORMATION: Chapter 188 of the California School Employees Association submitted its initial sunshine contract proposal for the 2015-16 school year to the Board of Education at its regular meeting of April 16, 2015.

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

FINANCIAL IMPLICATIONS: None at this time.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the proposal for Initial Sunshine Contract Proposal for 2015-16 from Chapter 188 of the California School Employees Association to the Board of Education.

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6. EDUCATIONAL ADMINISTRATION

6.1 Approval of the Annual Budget Plan and the Annual Service Plan for 2015-16 for the Sierra Sands SELPA

BACKGROUND INFORMATION: Assembly Bill 602 requires Special Education Local Plan Areas (SELPA) to submit an Annual Budget Plan and an Annual Service Plan that are adopted at a public hearing of the board. As required in Education Code Section 56205, together these plans must identify expected expenditures and include a description of services, the physical location of services, and must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meet their needs as specified in their Individualized Education Plan (IEP).

CURRENT CONSIDERATIONS: According to the governance and policymaking process established within the Sierra Sands SELPA Local Plan for Special Education, completion of the process will be documented by evidence that a public hearing on the Annual Budget Plan and the Annual Service Plan was held on May 21, 2015

FINANCIAL IMPLICATIONS: The special education services provided by the Sierra Sands SELPA are supported through a combination of categorical, special education, state and federal funding, the expenditure of which is documented in these plans.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the 2015/16 Annual Budget Plan and the 2015-16 Annual Services Plan to be submitted to the California Department of Education as presented.

6. EDUCATIONAL ADMINISTRATION

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

BACKGROUND INFORMATION: Sierra Sands Unified School District Regional Occupation Program (ROP) is one of seven programs in the East Kern region. This region consists of Court and Community ROP, El Tejon Unified ROP, Kern County Superintendent of Schools ROP, Rosamond ROP, Mojave ROP, Muroc ROP, and Tehachapi ROP.

CURRENT CONSIDERATIONS: Sierra Sands operates the largest East Kern Regional Occupation Program in Kern County. Sierra Sands currently offers six ROP courses in order to meet student needs. The P-1 Attendance Report for Sierra Sands ROP indicates an ADA of 124.53 for the 2014-15 school year.

The quality of training, completion rate, placement rates, and employment rates continue to exceed county expectations and performance. ROP courses are now included in Perkins follow-up data and accountability core indicators. All but one of the 2013-14 CTE core indicators for Sierra Sands exceeded state targets. Core indicator information is included in the annual Perkins application (consent calendar item).

FINANCIAL IMPLICATIONS: Prior to the adoption of the Local Control Funding Formula, the state provided more than \$500 million annually to support CTE categorical programs, most notably Regional Occupation Programs and Centers. The 2013 Budget Act collapsed almost all of this categorical funding into the Local Control Funding Formula in the form of a 9-12 grade span adjustment with requirements for districts to describe how they intend to meet the career technical education needs of their students consistent with state adopted standards in their Local Control and Accountability Plans.

Funding for ROP is allocated through the Kern County Superintendent's Office through the 2014-15 school year. The ROP program allocation for the 2014-15 school year is \$2,358.72 per ADA based upon the 2007-08 ADA cap of 192.02. Total anticipated funding is expected to be approximately \$452,921. This amount does not include additional funds, such as Lottery, that may be allocated by the county in June. Beginning in 2015-16, local education agencies will no longer receive the per-ADA funding for ROP as ROP will no longer be a categorical program. Courses formerly known as ROP will be Career Technical Education courses supported by the Local Control Funding Formula.

SUPERINTENDENT'S RECOMMENDATION: This report is for informational purposes only and does not require board action.

6. EDUCATIONAL ADMINISTRATION

6.3 Approval of High 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: Common Core includes two types of standards: Standards for Mathematical Practice, which are the same at each grade level; and Standards for Mathematical Content, which are different at each grade level. These two types of standards address both “habits of mind” that students should develop to foster mathematical understanding and expertise, and skills and knowledge—what students need to know and be able to do. The standards also call for mathematical practices and mathematical content to be connected as students engage in mathematics. All high school math courses have been aligned to Common Core standards for mathematical practices and content standards and new course outlines have been developed to reflect changes in mathematical practices and course content. Course outlines are included in your board packet for review.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve all Common Core mathematics courses in the high school curriculum for implementation in August 2015.

Sierra Sands Unified School District
Course Outline

Site: Burroughs and Mesquite High Schools

Department: Mathematics

Course Title: Algebra I

Purpose/Goals:

California Common Core mathematics include two types of standards: Eight Mathematical Practice Standards (identical for each grade level) and Mathematical Content Standards (different at each grade level). Together these standards address both “habits of mind” that students should develop to foster mathematical understanding, expertise, and skills and knowledge—what students need to know and be able to do. The mathematical content standards were built on progressions of topics across grade levels, informed by both research on children’s cognitive development and by the logical structure of mathematics. Instructional time will focus on four critical areas: (1) deepen and extend understanding of linear and exponential relationships; (2) contrast linear and exponential relationships with each other and engage in methods for analyzing, solving, and using quadratic functions; (3) extend the laws of exponents to square and cube roots; and (4) apply linear models to data that exhibit a linear trend.

The standards for Mathematical Practice include:

- 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

The content standards include:

- 1) Number and Quantity
 - a. The Real Number System
 - b. Quantities
- 2) Algebra
 - a. Seeing Structure in Expressions
 - b. Arithmetic with Polynomials and Rational Expressions
 - c. Creating Equations

- d. Reasoning with Equations and Inequalities
- 3) Functions
 - a. Interpreting Functions
 - b. Building Functions
 - c. Linear, Quadratic, and Exponential Models
- 4) Statistics and Probability
 - a. Interpreting Categorical and Quantitative Data

<u>Grade/Level(s):</u>	Grades 9-12
<u>Recommended Prerequisites:</u>	Math 8 and proper score on the Algebra Readiness Test
<u>A-G Requirement:</u>	Mathematics “C”
<u>Course Length:</u>	One year
<u>Assessment/Evaluation:</u>	Formative: Unit quizzes and tests, class activities and projects. Summative: Unit Tests, Semester Exams, and Performance Tasks
<u>Adopted Textbooks/Materials:</u>	<u>California AGA</u> by Houghton, Mifflin, Harcourt

Board Approval: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Monroe and Murray Middle and Burroughs High School

Department: Mathematics

Course Title: Honors Algebra I

Purpose/Goals:

California Common Core mathematics includes two types of standards: Eight Mathematical Practice Standards (identical for each grade level) and Mathematical Content Standards (different at each grade level). Together these standards address both “habits of mind” that students should develop to foster mathematical understanding, expertise, and skills and knowledge—what students need to know and be able to do. The mathematical content standards were built on progressions of topics across grade levels, informed by both research on children’s cognitive development and by the logical structure of mathematics. Instructional time will focus on four critical areas: (1) deepen and extend understanding of linear and exponential relationships; (2) contrast linear and exponential relationships with each other and engage in methods for analyzing, solving, and using quadratic functions; (3) extend the laws of exponents to square and cube roots; and (4) apply linear models to data that exhibit a linear trend. Students in Honors Algebra I will cover the same content as students in Algebra I but with greater precision and rigor.

The standards for Mathematical Practice include:

- 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

The content standards include:

- 1) Number and Quantity
 - a. The Real Number System
 - b. Quantities
- 2) Algebra
 - a. Seeing Structure in Expressions

- b. Arithmetic with Polynomials and Rational Expressions
 - c. Creating Equations
 - d. Reasoning with Equations and Inequalities
- 3) Functions
 - a. Interpreting Functions
 - b. Building Functions
 - c. Linear, Quadratic, and Exponential Models
- 4) Statistics and Probability
 - a. Interpreting Categorical and Quantitative Data

<u>Grade/Level(s):</u>	Grades 7-12
<u>Recommended Prerequisites:</u>	7 th Grade Honors and Math 8 Honors - Grade of “A” and proper score on Algebra Readiness Test
<u>A-G Requirement:</u>	Mathematics “C”
<u>Course Length:</u>	One year
<u>Assessment/Evaluation:</u>	Formative: Unit quizzes and tests, class activities and projects. Summative: Unit Tests, Semester Exams, and Performance Tasks
<u>Adopted Textbooks/Materials:</u>	<u>California AGA</u> by Houghton, Mifflin, Harcourt

Board Approval: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Burroughs and Mesquite High Schools

Department: Mathematics

Course Title: Algebra 2

Purpose/Goals:

California Common Core mathematics includes two types of standards: Eight Mathematical Practice Standards (identical for each grade level) and Mathematical Content Standards (different at each grade level). Together these standards address both “habits of mind” that students should develop to foster mathematical understanding, expertise, and skills and knowledge—what students need to know and be able to do. The mathematical content standards were built on progressions of topics across grade levels, informed by both research on children’s cognitive development and by the logical structure of mathematics. Instructional time will focus on four critical areas: (1) relate arithmetic of rational expressions to arithmetic of rational numbers; (2) expand understandings of functions and graphing to include trigonometric functions; (3) synthesize and generalize functions and extend understanding of exponential functions to logarithmic functions; and (4) relate data display and summary statistics to probability and explore a variety of data collection methods. Building on their work with linear, quadratic, and exponential functions, students extend their repertoire of functions to include logarithmic, polynomial, rational, and radical functions in the Algebra 2 course. This course includes standards from the conceptual categories of Number and Quantity, Algebra, Functions, Geometry, and Statistics and Probability. Some standards are repeated in multiple higher mathematics courses; therefore instructional notes, which appear in brackets, indicate what is appropriate for study in this particular course. Standards that were limited in Algebra I no longer have those restrictions in Algebra 2. Students work closely with the expressions that define the functions, competently manipulate algebraic expressions, and continue to expand and hone their abilities to model situations and to solve equations, including solving quadratic equations over the set of complex numbers and solving exponential equations using the properties of logarithms.

The standards for Mathematical Practice include:

- 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
- The content standards include:
- 1) Number and Quantity
 - a. The Complex Number System
 - 2) Algebra
 - a. Seeing Structure in Expressions
 - b. Arithmetic with Polynomials and Rational Expressions
 - c. Creating Equations
 - d. Reasoning with Equations and Inequalities
 - 3) Functions
 - a. Interpreting Functions
 - b. Building Functions
 - c. Linear, Quadratic, and Exponential Models
 - d. Trigonometric Functions
 - 4) Geometry
 - a. Expressing Geometric Properties with Equations
 - 5) Statistics and Probability
 - a. Interpreting Categorical and Quantitative Data
 - b. Making Inferences and Justifying Conclusions
 - c. Using Probability to Make Decisions

<u>Grade/Level(s):</u>	Grades 10-12
<u>Recommended Prerequisites:</u>	Geometry with a grade of “C” or better
<u>A-G Requirement:</u>	Mathematics “C”
<u>Course Length:</u>	One year
<u>Assessment/Evaluation:</u>	Formative: Unit quizzes and tests, class activities and projects. Summative: Unit Tests, Semester Exams, and Performance Tasks
<u>Adopted Textbook(s)/Materials:</u>	<u>California AGA</u> by Houghton, Mifflin, Harcourt

Board Approval: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Burroughs High School

Department: Mathematics

Course Title: Honors Algebra 2

Purpose/Goals:

California Common Core mathematics includes two types of standards: Eight Mathematical Practice Standards (identical for each grade level) and Mathematical Content Standards (different at each grade level). Together these standards address both “habits of mind” that students should develop to foster mathematical understanding, expertise and skills and knowledge—what students need to know and be able to do. The mathematical content standards were built on progressions of topics across grade levels, informed by both research on children’s cognitive development and by the logical structure of mathematics. Instructional time will focus on four critical areas: (1) relate arithmetic of rational expressions to arithmetic of rational numbers; (2) expand understandings of functions and graphing to include trigonometric functions; (3) synthesize and generalize functions and extend understanding of exponential functions to logarithmic functions; and (4) relate data display and summary statistics to probability and explore a variety of data collection methods. Building on their work with linear, quadratic, and exponential functions, students extend their repertoire of functions to include logarithmic, polynomial, rational, and radical functions in the Algebra 2 course. This course includes standards from the conceptual categories of Number and Quantity, Algebra, Functions, Geometry, and Statistics and Probability. Some standards are repeated in multiple higher mathematics courses; therefore instructional notes, which appear in brackets, indicate what is appropriate for study in this particular course. Standards that were limited in Algebra I no longer have those restrictions in Algebra 2. Students work closely with the expressions that define the functions, competently manipulate algebraic expressions, and continue to expand and hone their abilities to model situations and to solve equations, including solving quadratic equations over the set of complex numbers and solving exponential equations using the properties of logarithms. Students in Honors Algebra 2 will cover the same content as students in Algebra 2 but with greater precision and rigor.

The standards for Mathematical Practice include:

- 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

The content standards include:

- 1) Number and Quantity
 - a. The Complex Number System
- 2) Algebra
 - a. Seeing Structure in Expressions
 - b. Arithmetic with Polynomials and Rational Expressions
 - c. Creating Equations
 - d. Reasoning with Equations and Inequalities
- 3) Functions
 - a. Interpreting Functions
 - b. Building Functions
 - c. Linear, Quadratic, and Exponential Models
 - d. Trigonometric Functions
- 4) Geometry
 - a. Expressing Geometric Properties with Equations
- 5) Statistics and Probability
 - a. Interpreting Categorical and Quantitative Data
 - b. Making Inferences and Justifying Conclusions
 - c. Using Probability to Make Decisions

<u>Grade/Level(s):</u>	Grades 10-12
<u>Recommended Prerequisites:</u>	Honors Geometry with a “C” or better
<u>A-G Requirement:</u>	Mathematics “C”
<u>Course Length:</u>	One year
<u>Assessment/Evaluation:</u>	Formative: Unit quizzes and tests, class activities and projects. Summative: Unit Tests, Semester Exams, and Performance Tasks
<u>Adopted Textbook(s)/Materials:</u>	<u>California AGA</u> by Houghton, Mifflin, Harcourt

Board Approval: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Burroughs and Mesquite High Schools

Department: Mathematics

Course Title: Geometry

Purpose/Goals:

California Common Core mathematics includes two types of standards: Eight Mathematical Practice Standards (identical for each grade level) and Mathematical Content Standards (different at each grade level). Together these standards address both “habits of mind” that students should develop to foster mathematical understanding, expertise, and skills and knowledge—what students need to know and be able to do. The mathematical content standards were built on progressions of topics across grade levels, informed by both research on children’s cognitive development and by the logical structure of mathematics. Instructional time will focus on six critical areas: (1) establish criteria for congruence of triangles based on rigid motions; (2) establish criteria for similarity of triangles based on dilations and proportional reasoning; (3) informally develop explanations of circumference, area, and volume formulas; (4) apply the Pythagorean Theorem to the coordinate plane; (5) prove basic geometric theorems; and (6) extend work with probability.

The standards for Mathematical Practice include:

- 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

The content standards include:

- 1) Congruence
- 2) Similarity, Right Triangles, and Trigonometry
- 3) Circles
- 4) Expressing Geometric Properties with Equations
- 5) Geometric Measurement and Dimension

- 6) Modeling with Geometry
- 7) Statistics and Probability
 - a. Conditional Probability and the Rules of Probability
 - b. Using Probability to Make Decisions

<u>Grade/Level(s):</u>	Grades 9 - 12
<u>Recommended Prerequisites:</u>	Algebra 1 with a grade of “C” or better
<u>A-G Requirement:</u>	Mathematics “C”
<u>Course Length:</u>	One year
<u>Assessment/Evaluation:</u>	Formative: Unit quizzes and tests, class activities and projects. Summative: Unit Tests, Semester Exams, and Performance Tasks
<u>Adopted Textbook(s)/Materials:</u>	<u>California AGA</u> by Houghton, Mifflin, Harcourt

Board Approval: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Burroughs

Department: Mathematics

Course Title: Honors Geometry

Purpose/Goals:

California Common Core mathematics includes two types of standards: Eight Mathematical Practice Standards (identical for each grade level) and Mathematical Content Standards (different at each grade level). Together these standards address both “habits of mind” that students should develop to foster mathematical understanding, expertise, and skills and knowledge—what students need to know and be able to do. The mathematical content standards were built on progressions of topics across grade levels, informed by both research on children’s cognitive development and by the logical structure of mathematics. Instructional time will focus on six critical areas: (1) establish criteria for congruence of triangles based on rigid motions; (2) establish criteria for similarity of triangles based on dilations and proportional reasoning; (3) informally develop explanations of circumference, area, and volume formulas; (4) apply the Pythagorean Theorem to the coordinate plane; (5) prove basic geometric theorems; and (6) extend work with probability. Students in Honors Geometry will cover the same content as students in Geometry but with greater precision and rigor.

The standards for Mathematical Practice include:

- 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

The content standards include:

- 1) Geometry
 - a. Congruence
 - b. Similarity, Right Triangles, and Trigonometry
 - c. Circles
 - d. Expressing Geometric Properties with Equations
 - e. Geometric Measurement and Dimension
 - f. Modeling with Geometry

- 2) Statistics and Probability
 - a. Conditional Probability and the Rules of Probability
 - b. Using Probability to Make Decisions

<u>Grade/Level(s):</u>	Grades 9 - 12
<u>Recommended Prerequisites:</u>	Honors Algebra 1 with a grade of “C” or better
<u>A-G Requirement:</u>	Mathematics “C”
<u>Course Length:</u>	One year
<u>Assessment/Evaluation:</u>	Formative: Unit quizzes and tests, class activities and projects. Summative: Unit Tests, Semester Exams, and Performance Tasks
<u>Adopted Textbook(s)/Materials:</u>	<u>California AGA</u> by Houghton, Mifflin, Harcourt

Board Approval: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Burroughs High School

Department: Mathematics

Course Title: Statistics

Purpose/Goals:

California Common Core mathematics includes two types of standards: Eight Mathematical Practice Standards (identical for each grade level) and Mathematical Content Standards (different at each grade level). Together these standards address both “habits of mind” that students should develop to foster mathematical understanding, expertise, and skills and knowledge—what students need to know and be able to do. The mathematical content standards were built on progressions of topics across grade levels, informed by both research on children’s cognitive development and by the logical structure of mathematics. The Statistics course offers an alternative fourth course to Pre-Calculus. In Statistics students continue to develop a more formal and precise understanding of statistical inference, which requires a deeper understanding of probability. Students learn that formal inference procedures are designed for studies in which the sampling or assignment of treatments was random, and these procedures may be less applicable to nonrandomized observational studies. Probability is still viewed as long-run relative frequency but the emphasis now shifts to conditional probability and independence, and basic rules for calculating probabilities of compound events. In the plus (+) standards are the Multiplication Rule, probability distributions, and their expected values. Probability is presented as an essential tool for decision- making in a world of uncertainty.

The standards for Mathematical Practice include:

- 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

The content standards include:

- 1) Interpreting Categorical and Quantitative Data
 - a. Summarize, represent, and interpret data on a single count or measurement variable

- b. Summarize, represent and interpret data on two categorical and quantitative variables
 - c. Interpret linear models
 - 2) Making Inferences and Justifying Conclusions
 - a. Understand and evaluate random processes underlying statistical experiments
 - b. Make inferences and justify conclusions from sample surveys, experiments, and observational studies
 - 3) Conditional Probability and the Rules of Probability
 - a. Understand independence and conditional probability and use them to interpret data
 - b. Use the rules of probability to compute probabilities of compound events in a uniform probability model
 - 4) Using Probability to Make Decisions
 - a. Calculate expected values and use them to solve problems

<u>Grade/Level(s):</u>	Grades 11 - 12
<u>Recommended Prerequisites:</u>	Algebra 2 with a C or better
<u>A-G Requirement:</u>	Mathematics “C”
<u>Course Length:</u>	One Semester
<u>Assessment/Evaluation:</u>	Formative: Unit quizzes and tests, class activities and projects. Summative: Unit Tests, Semester Exams, and Performance Tasks
<u>Adopted Textbook(s)/Materials:</u>	<i>The Practice of Statistics</i> by W. H. Freeman and Company/BFW New York

Board Approval: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Burroughs High School

Department: Mathematics

Course Title: Trigonometry

Purpose/Goals:

California Common Core mathematics includes two types of standards: Eight Mathematical Practice Standards (identical for each grade level) and Mathematical Content Standards (different at each grade level). Together these standards address both “habits of mind” that students should develop to foster mathematical understanding, expertise, and skills and knowledge—what students need to know and be able to do. The mathematical content standards were built on progressions of topics across grade levels, informed by both research on children’s cognitive development and by the logical structure of mathematics. Instructional time will focus on relations, functions, graphs, trigonometry, polar coordinates, complex numbers, limits, and derivatives. The student will analyze and graph mathematical functions. There is an emphasis on verification of trigonometric identities using all of the basic trigonometric identities.

The standards for Mathematical Practice include:

- 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

The standards covered in this course include:

Trigonometry:

- Radian and Degree Measure
- Trigonometric Functional: The Unit Circle
- Right Triangle Trigonometry
- Graphs of Sine and cosine Functions
- Graphs of Other Trigonometric Functions
- Inverse Trigonometric Functions
- Applications and Models
- Law of Sine
- Law of Cosine
- Vectors in the Plane

- Vectors and Dot Products

Analytic Trigonometry

- Using Fundamental Identities
- Verifying Trigonometric Identities
- Solving Trigonometric Equations
- Sum and Difference formulas
- Multiple-Angle and Product-to-Sum Formulas
- Lines
- Introduction to Conics: Parabolas
- Ellipses
- Hyperbolas
- Rotation of Conics
- Parametric Equations
- Polar Coordinates
- Graphs of Polar Equations
- Polar Equations of Conics

Complex Numbers

- Complex Solutions of Equations
- Trigonometric Form of a Complex Number
- DeMoivre's Theorem

Exponential and Logarithmic Functions

- Exponential Functions and Their Graphs
- Logarithmic Functions and Their Graphs
- Properties of Logarithms
- Exponential and Logarithmic Equations and Models

<u>Grade/Level(s):</u>	Grades 11 - 12
<u>Recommended Prerequisites:</u>	Algebra 2 with a C or better
<u>A-G Requirement:</u>	Mathematics "C"
<u>Course Length:</u>	One Semester
<u>Assessment/Evaluation:</u>	Formative: Unit quizzes and tests, class activities and projects. Summative: Unit Tests, Semester Exams, and Performance Tasks
<u>Adopted Textbook(s)/Materials:</u>	<i>Trigonometry</i> by Brooks/Cole, Cengage Learning

Board Approval: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Burroughs High School

Department: Mathematics

Course Title: Pre-Calculus

Purpose/Goals:

California Common Core mathematics includes two types of standards: Eight Mathematical Practice Standards (identical for each grade level) and Mathematical Content Standards (different at each grade level). Together these standards address both “habits of mind” that students should develop to foster mathematical understanding, expertise, and skills and knowledge—what students need to know and be able to do. The mathematical content standards were built on progressions of topics across grade levels, informed by both research on children’s cognitive development and by the logical structure of mathematics. Pre-Calculus combines the trigonometric, geometric, and algebraic concepts needed to prepare students for the study of Calculus, and strengthens students’ conceptual understanding of problems and mathematical reasoning in solving problems. Facility with these topics is especially important for students intending to study calculus, physics, and other sciences, and/or engineering in college.

The standards for Mathematical Practice include:

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

The content standards in the course include:

1. Complex numbers
2. Rational functions
3. Trigonometric functions and their inverses
4. Inverse functions
5. Vectors and matrices, and
6. Parametric and polar curves

<u>Grade/Level(s):</u>	Grades 11 - 12
<u>Recommended Prerequisites:</u>	Honors Algebra 2 with a C or better
<u>A-G Requirement:</u>	Mathematics “C”
<u>Course Length:</u>	One year
<u>Assessment/Evaluation:</u>	Formative: Unit quizzes and tests, class activities and projects. Summative: Unit Tests, Semester Exams, and Performance Tasks
<u>Adopted Textbook(s)/Materials:</u>	<i><u>Pre-Calculus with Limits: A Graphic Approach</u></i> by Houghton Mifflin 2008

Board Approval: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Burroughs High School

Department: Mathematics

Course Title: Advanced Placement Calculus AB

Purpose/Goals:

California Common Core mathematics includes two types of standards: Eight Mathematical Practice Standards (identical for each grade level) and Mathematical Content Standards (different at each grade level). Together these standards address both “habits of mind” that students should develop to foster mathematical understanding, expertise, and skills and knowledge—what students need to know and be able to do. The mathematical content standards were built on progressions of topics across grade levels, informed by both research on children’s cognitive development and by the logical structure of mathematics. Advanced Placement Calculus AB consists of a full high school academic year of work and is comparable to calculus courses in colleges and universities. It is expected that students who take an AP course in calculus will seek college credit, college placement, or both from institutions of higher learning. Calculus AB is primarily concerned with developing the students’ understanding of the concepts of calculus and providing experience with its methods and applications. This course emphasizes a multi-representational approach to calculus, with concepts, results, and problems being expressed graphically, numerically, analytically, and verbally. Broad concepts and widely applicable methods are emphasized. The focus of the course is neither manipulation nor memorization of an extensive taxonomy of functions, curves, theorems, or problem types. Thus, although facility with manipulation and computational competence are important outcomes, they are not the core of this course. Technology will be used regularly by students and teachers to reinforce the relationships among the multiple representations of functions, to confirm written work, to implement experimentation, and to assist in interpreting results. Through the use of the unifying themes of derivatives, integrals, limits, approximation, and applications and modeling, the course becomes a cohesive whole rather than a collection of unrelated topics.

The standards for Mathematical Practice include:

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

The content standards for this course include:

1. Trigonometric concepts
2. Introduction to limits
3. Continuity of functions
4. The derivative as the slope of a function
5. Applications of the derivative function
6. Integrals
7. Logarithmic, exponential and other transcendental functions
8. Review and preparation for the Advanced Placement test

Grade/Level(s): Grades 11 – 12

Recommended Prerequisites: Pre-Calculus with a C or better

A-G Requirement: Mathematics “C”

Course Length: One year

Assessment/Evaluation: Advanced Placement Exam
Formative: Unit quizzes and tests, class activities and projects. Summative: Unit Tests, Semester Exams, and Performance Tasks

Adopted Textbook(s)/Materials: *Calculus of a Single Variable* 8th Edition, Houghton Mcdougal 2006

Board Approval: May 21, 2015

Revised:

6. EDUCATIONAL ADMINISTRATION

6.4 Approval of Revisions to Physical Education Courses in Grades 6-12 and Approval of a Physical Education Elective Course at Burroughs High School

BACKGROUND INFORMATION: In January 2005, the State Board of Education adopted the physical education model content standards, which serve as the foundation for instruction at all grade and course levels. These model content standards represent the essential skills and knowledge that all students need to maintain physically active, healthy lifestyles. These standards focus on the content of physical education and incorporate the detail required to guide the development of consistent, high-quality physical education instructional programs aimed at student learning and achievement. The standards provide a comprehensive vision of what students need to know and be able to do at each grade and course level. In addition, the standards provide a model for high-quality course design. The Physical Education Framework for California Public Schools: Kindergarten Through Grade Twelve, adopted by the State Board of Education on September 11, 2008, reinforces the importance of physical education as a vital component of our students' educational experience and its contribution to each student's health and well-being, social development, and readiness to learn. All Sierra Sands schools aligned programs and courses to the adopted physical education model content standards in 2006.

CURRENT CONSIDERATIONS: Sierra Sands completed a Federal Compliance Review in April 2015. Physical Education was one of the areas reviewed by the California Department of Education. In preparation for the review, compliance monitoring instruments were provided to district personnel to conduct a self-review in preparation for the actual review. During the self-review process, it was discovered that the Physical Education program at the high school did not offer the required number of elective courses, a minimum of three, outlined in regulations. In response to this finding, Burroughs High School Physical Education staff reviewed and revised all Physical Education courses and revised new course outlines to reflect alignment to state standards, required physical education minutes, and assessment and evaluation methods. An additional Physical Education elective course, PE 3 B/C, was added to the Physical Education curriculum to comply with the requirement that at least three Physical Education elective courses are offered in the high school curriculum. For compliance and consistency, all middle school Physical Education course outlines have been reviewed and revised to reflect mandates outlined in regulations.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve revisions to all Physical Education course outlines for Grades 6-12 and the new Physical Education elective, PE 3B/C, as presented.

Sierra Sands Unified School District
Course Outline

Site: Monroe and Murray Middle Schools

Department: Physical Education

Course Title: 6th Grade Physical Education

Purpose/Goals:

In middle school the content standards emphasize working cooperatively to achieve a common goal, meeting challenges, making decisions, and working as a team to solve problems.

The five overarching model content standards for middle school students are as follows:

- Standard 1: Students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities.
- Standard 2: Students demonstrate knowledge of movement concepts, principles, and strategies that apply to the learning and performance of physical activities.
- Standard 3: Students assess and maintain a level of physical fitness to improve health and performance.
- Standard 4: Students demonstrate knowledge of physical fitness concepts, principles, and strategies to improve health and performance.
- Standard 5: Students demonstrate and utilize knowledge of psychological and sociological concepts, principles, and strategies that apply to the learning and performance of physical activity.

Grade/Level(s): 6th

Recommended Prerequisites: None

A-G Requirement: No

Type of Course: Required elective

Course Length: One year-400 minutes every ten school days

Assessment/Evaluation: Formative and Summative Assessments: Physical fitness evaluation, performance, progress, drills, quizzes and tests.

Board Approved: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Monroe and Murray Middle Schools

Department: Physical Education

Course Title: 7th Grade Physical Education

Purpose/Goals:

In middle school the content standards emphasize working cooperatively to achieve a common goal, meeting challenges, making decisions, and working as a team to solve problems.

The five overarching model content standards for middle school students are as follows:

- Standard 1: Students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities.
- Standard 2: Students demonstrate knowledge of movement concepts, principles, and strategies that apply to the learning and performance of physical activities.
- Standard 3: Students assess and maintain a level of physical fitness to improve health and performance.
- Standard 4: Students demonstrate knowledge of physical fitness concepts, principles, and strategies to improve health and performance.
- Standard 5: Students demonstrate and utilize knowledge of psychological and sociological concepts, principles, and strategies that apply to the learning and performance of physical activity.

Grade/Level(s): 7th

Recommended Prerequisites: None

A-G Requirement: No

Type of Course: Required elective

Course Length: One year-400 minutes every ten school days

Assessment/Evaluation: Formative and Summative Assessments: Physical fitness evaluation, performance, progress, drills, quizzes and tests.

All students in Grade 7 will take the state mandated FITNESSGRAM

Board Approval: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Monroe and Murray Middle Schools

Department: Physical Education

Course Title: 8th Grade Physical Education

Purpose/Goals:

In middle school the content standards emphasize working cooperatively to achieve a common goal, meeting challenges, making decisions, and working as a team to solve problems.

The five overarching model content standards for middle school students are as follows:

- Standard 1: Students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities.
- Standard 2: Students demonstrate knowledge of movement concepts, principles, and strategies that apply to the learning and performance of physical activities.
- Standard 3: Students assess and maintain a level of physical fitness to improve health and performance.
- Standard 4: Students demonstrate knowledge of physical fitness concepts, principles, and strategies to improve health and performance.
- Standard 5: Students demonstrate and utilize knowledge of psychological and sociological concepts, principles, and strategies that apply to the learning and performance of physical activity.

Grade/Level(s): 8th

Recommended Prerequisites: None

A-G Requirement: No

Type of Course: Required elective

Course Length: One year-400 minutes every ten school days

Assessment/Evaluation: Formative and Summative Assessments: Physical fitness evaluation, performance, progress, drills, quizzes and tests.

Board Approval: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Burroughs High School

Department: Physical Education

Course Title: PE 9 (Course 1)

Purpose/Goals:

High School Course 1 provides the foundation for high school instruction. Students develop proficient movement skills in each area of physical education; they expand their capabilities for independent learning; and they examine practices that allow for sound decision making to enhance successful participation in movement activities. Students will be evaluated on their progress in each of the following areas: aquatics, rhythms and dance, individual and dual activities, and fitness.

- Standard 1: Students demonstrate knowledge of and competency in motor skills, movement patterns, and strategies needed to perform a variety of physical activities.
- Standard 2: Students achieve a level of physical fitness for health and performance while demonstrating knowledge of fitness concepts, principles, and strategies.
- Standard 3: Students demonstrate knowledge of psychological and sociological concepts, principles, and strategies that apply to the learning and performance of physical activity.

Students in Course 1 will participate and be evaluated in the following types of activities to meet and exceed the California Physical Education standards: Individual and Dual Activities, Aquatics, Rhythms and Dance, Fitness Activities, and Common Core Literacy and Math Activities

Grade/Level(s): 9th

Recommended Prerequisites: None

A-G Requirement: No

Type of Course: Graduation Requirement

Course Length: One year-400 minutes every ten school days

Assessment/Evaluation: Complete the state mandated FITNESSGRAM(c)
Formal Formative Assessment:

- Daily participation points

- Unit tests
- Other written and oral assignments
- Bi-weekly mile time assessed

Informal Formative Assessments:

- Skill pretests to determine what skills students need work on during the first week of each unit.
- Skill redirection to keep on task and gain mastery of skills

Summative Semester Assessments:

- Final Exam – Physical Fitness testing including a variety of exercises for both fall and spring semester

Board approved: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Burroughs and Mesquite High Schools

Department: Physical Education

Course Title: PE 10 (Course 2)

Purpose/Goals:

High School Course 2 provides the foundation for high school instruction. Students develop proficient movement skills in each area of physical education; they expand their capabilities for independent learning; and they examine practices that allow for sound decision making to enhance successful participation in movement activities. The content articulates the knowledge, skills, and confidence students need to maintain meaningful physical activity throughout their lifetime. Students will be evaluated on their progress in each of the following areas: combative, gymnastics and tumbling, team activities, and fitness.

- Standard 1: Students demonstrate knowledge of and competency in motor skills, movement patterns, and strategies needed to perform a variety of physical activities.
- Standard 2: Students achieve a level of physical fitness for health and performance while demonstrating knowledge of fitness concepts, principles, and strategies.
- Standard 3: Students demonstrate knowledge of psychological and sociological concepts, principles, and strategies that apply to the learning and performance of physical activity.

Students in Course 2 will participate and be evaluated in the following types of activities to meet and exceed the California Physical Education standards: Team Activities, Combative Activities, Gymnastics and Tumbling, Fitness Activities, and Common Core Literacy and Math Activities

Grade/Level(s): 10th

Recommended Prerequisites: PE 9 (Course 1)

A-G Requirement: No

Type of Course: Graduation Requirement

Course Length: One year-400 minutes every ten school days

Assessment/Evaluation:

Students who did not pass the state mandated FITNESSGRAM will retake the test.

Formal Formative Assessment:

- Daily participation points
- Unit tests
- Other written and oral assignments
- Bi-weekly mile time assessed

Informal Formative Assessments:

- Skill pretests to determine what skills students need work on during the first week of each unit.
- Skill redirection to keep on task and gain mastery of skills

Summative Semester Assessments:

- Final Exam – Physical Fitness testing including a variety of exercises for both fall and spring semester

Board Approval: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Burroughs and Mesquite High Schools

Department: Physical Education

Course Title: PE 11-12 (Course 2- Elective)

Purpose/Goals:

PE 11-12 (Course 2-Elective) provides students the opportunity to repeat the foundational skills learned in PE 10 (Course 2) for high school instruction. Students develop proficient movement skills in each area of physical education; they expand their capabilities for independent learning; and they examine practices that allow for sound decision making to enhance successful participation in movement activities. The content articulates the knowledge, skills, and confidence students need to maintain meaningful physical activity throughout their lifetime. Students will be evaluated on their progress in each of the following areas: combative, gymnastics and tumbling, team activities, and fitness.

- Standard 1: Students demonstrate knowledge of and competency in motor skills, movement patterns, and strategies needed to perform a variety of physical activities.
- Standard 2: Students achieve a level of physical fitness for health and performance while demonstrating knowledge of fitness concepts, principles, and strategies.
- Standard 3: Students demonstrate knowledge of psychological and sociological concepts, principles, and strategies that apply to the learning and performance of physical activity.

Students in Course 2 will participate and be evaluated in the following types of activities to meet and exceed the California Physical Education standards: Team Activities, Combative Activities, Gymnastics and Tumbling, Fitness Activities, and Common Core Literacy and Math Activities

Grade/Level(s): 11th-12th

Recommended Prerequisites: PE 9 (Course 1) and PE 10 (Course 2)

A-G Requirement: No

Type of Course: Elective

Course Length: One year-400 minutes every ten school days

Assessment/Evaluation:

Formal Formative Assessment:

- Daily participation points
- Unit tests
- Other written and oral assignments
- Bi-weekly mile time assessed

Informal Formative Assessments:

- Skill pretests to determine what skills students need work on during the first week of each unit.
- Skill redirection to keep on task and gain mastery of skills

Summative Semester Assessments:

- Final Exam – Physical Fitness testing including a variety of exercises for both fall and spring semester

Board Approval: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Burroughs High School

Department: Physical Education

Course Title: PE 11-12 (Course 3B/C Elective)

Purpose/Goals:

High School Courses 3B/C is an elective that provides students with the opportunity to explore a variety of physical activities in search of one they can enjoy and participate in for a lifetime. This course is intended for students who have completed Courses 1 and 2 who want an intensive experience in an activity that they wish to participate in for years to come.

- Standard 1: Students demonstrate knowledge of and competency in motor skills, movement patterns, and strategies needed to perform a variety of physical activities.
- Standard 2: Students achieve a level of physical fitness for health and performance while demonstrating knowledge of fitness concepts, principles, and strategies.
- Standard 3: Students demonstrate knowledge of psychological and sociological concepts, principles, and strategies that apply to the learning and performance of physical activity.

Students in Course 3B/C will participate and be evaluated in the following types of activities to meet and exceed the California Physical Education standards: Walking, Running, Yoga, Badminton, Tennis, Two-player Volleyball, Golf, Racquetball, and Handball.

Grade/Level(s): 11th-12th

Recommended Prerequisites: PE 9 (Course 1) and PE 10 (Course 2)

A-G Requirement: No

Type of Course: Elective

Course Length: One year-400 minutes every ten school days

Assessments/Evaluation: Formal Formative Assessment:

- Daily participation points
- Unit tests
- Other written and oral assignments
- Bi-weekly mile time assessed

Informal Formative Assessments:

- Skill pretests to determine what skills students need work on during the first week of each unit.
- Skill redirection to keep on task and gain mastery of skills

Summative Semester Assessments:

- Final Exam – Physical Fitness testing including a variety of exercises for both fall and spring semester

Board Approval: May 21, 2015

Revised:

Sierra Sands Unified School District
Course Outline

Site: Burroughs High School

Department: Physical Education

Course Title: Athletic PE (Course 3F – Weight Training and Fitness)

Purpose/Goals:

High School Courses 3F is an elective that provides students with the opportunity to explore a variety of physical activities in search of one they can enjoy and participate in for a lifetime. This course is intended for students who have completed Courses 1 and 2 who want an intensive experience in an activity that they wish to participate in for years to come.

- Standard 1: Students demonstrate knowledge of and competency in motor skills, movement patterns, and strategies needed to perform a variety of physical activities.
- Standard 2: Students achieve a level of physical fitness for health and performance while demonstrating knowledge of fitness concepts, principles, and strategies.
- Standard 3: Students demonstrate knowledge of psychological and sociological concepts, principles, and strategies that apply to the learning and performance of physical activity.

Students in Course 3F will participate and be evaluated in the following types of activities to meet and exceed the California Physical Education standards:

1. Identify principles of lifting, identify prime mover muscles, antagonistic muscles, and stabilizer muscle and assess muscular strength, muscular endurance, cardiorespiratory endurance, and flexibility.
2. Learn proper lifting techniques
3. Establish a set of personal fitness goals: create a strength training program
4. Self and Peer evaluation of performance
5. Write an analysis of performance
6. Demonstrate proper spotting techniques
7. Measure and assess balance, reaction time, agility, coordination, power, and speed
8. Safety equipment

Grade/Level(s): 9th-12th

Recommended Prerequisites: Student is engaged in a school sponsored interscholastic athletic program

A-G Requirement: No

Type of Course:

Required and/or Elective

Course Length:

One year-400 minutes every ten school days

Assessments:

Ninth (and any 10th as necessary) will complete the state mandated FITNESSGRAM

Formal Formative Assessment:

- Daily participation points
- Unit tests
- Other written and oral assignments
- Bi-weekly mile time assessed

Informal Formative Assessments:

- Skill pretests to determine what skills students need work on during the first week of each unit.
- Skill redirection to keep on task and gain mastery of skills

Summative Semester Assessments:

- Final Exam – Physical Fitness testing including a variety of exercises for both fall and spring semester

Board Approval:

May 21, 2015

Revised:

6. EDUCATIONAL ADMINISTRATION

6.5 Approval of Memorandum of Understanding (MOU) and Resolution #26 1415 between Cerro Coso Community College and Sierra Sands Unified School District Regarding Dual Enrollment

BACKGROUND INFORMATION: College and Career Readiness is the cornerstone of the Common Core Standards. Research has shown that dual enrollment courses can be used effectively to promote post-secondary education and success, expand rigor and breadth of high school curriculum, and provide access to challenging, college preparatory curriculum to students enrolled in high school. Dual enrollment courses provide students the opportunity to receive both college and high school credit, experience the college environment, explore college/career fields, and eliminate duplication of coursework.

CURRENT CONSIDERATIONS: Sierra Sands Unified School District and Cerro Coso Community College have had a long standing partnership creating college and career opportunities for students in a variety of capacities. With the ever increasing focus on college and career readiness for all students under the new state standards, and with the potential for expansion of dual enrollment opportunities for students, it is important that clear guidelines are in place to assist with the development and implementation of dual enrollment courses.

Sierra Sands Unified School District, in partnership with Cerro Coso Community College, developed a Memorandum of Understanding (MOU) outlining the parameters of dual enrollment courses between our two organizations. This MOU was presented and approved by the board on November 21, 2013. During the approval process with Kern Community College District, concern was raised regarding Penal Code 627.2, which restricts access to a school campus by the public. To resolve the concern of adult college students attending a college course on a high school campus during school hours, Resolution #26 1415 is being presented in addition to the MOU, with recommendation for approval, stating that the board finds, determines, declares, and resolves to exempt from Penal Code Section 627.2, "Those individuals participating in the college courses held pursuant to the terms of the MOU during those hours when classes are conducted as provided in Penal Code Section 627.9." Burroughs High School has developed a procedure to identify any college student attending a college course on the high school campus and will implement this procedure upon approval of Resolution #26 1415.

The MOU and district Resolution #26 1415 have been reviewed by both district and Cerro Coso legal services for compliance with Education Code for K-14 schools.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Memorandum of Understanding (MOU) and Resolution #26 1415 with Cerro Coso Community College regarding dual enrollment through June 30, 2019 as presented.

DISTRICT RESOLUTION #26 1415

Whereas the Sierra Sands Unified School District and the Kern Community College District have entered into a memorandum of understanding for dual enrollment of students in college courses (MOU); and

Whereas pursuant to the provisions of the MOU, the Sierra Sands Unified School District is required to provide adequate classroom space at its facilities, or other mutually agreed upon location, for the instruction contemplated in the MOU; and

Whereas pursuant to the provisions of the MOU, all classes will be held at facilities that comply with California Education Code section 76002(a)(3); and

Whereas access to the campuses of the Sierra Sands Unified School District by the public is currently restricted as provided in section 627.2 of the California Penal Code; and

Whereas the governing board (the "Board") is authorized to exempt certain individuals from the restrictions contained in Penal Code section 627.2 during some or all school hours pursuant to the provisions of section 627.9 of the California Penal Code; and

Whereas the Board has determined that it is in the best interest of the Sierra Sands Unified School District to exempt individuals participating in the classes from the restrictions of section 627.2 of the California Penal Code during those hours when college courses are conducted pursuant to the MOU;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All of the above recitals are true and correct.

Section 2. Exemption from Penal Code section 627.2. Those individuals participating in the college courses held pursuant to the terms of the MOU shall be exempted from the provisions of Penal Code section 627.2 during those hours when classes are conducted as provided in Penal Code section 627.9.

The foregoing resolution was adopted by the Board of Trustees of the Sierra Sands Unified School District on the 21st day of May, 2015 by the following vote:

Ayes: _____ Noes: _____ Absent: _____ Abstentions: _____

Bill Farris, Board President

**MEMORANDUM OF UNDERSTANDING
REGARDING DUAL ENROLLMENT
BETWEEN THE KERN COMMUNITY COLLEGE DISTRICT AND THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU") is between the Kern Community College District and its respective colleges ("KCCD"), and the SIERRA SANDS UNIFIED SCHOOL DISTRICT ("DISTRICT"). For identification purposes only this MOU is dated May 21, 2015.

RECITALS

WHEREAS, KCCD is a multi-college district whose mission includes providing educational programs and services that are responsive to the needs of the students and communities within the DISTRICT;

WHEREAS, DISTRICT is a unified school district located in Kern County;

WHEREAS, the parties desire to collaborate and provide college credit and stand-alone courses ("Courses"). The Courses may include, but are not limited to, stand-alone courses as may be determined by mutual agreement;

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by the Legislature and KCCD;

WHEREAS, the parties desire to enter into a MOU, which sets forth their mutual rights and responsibilities and governs their business relationship regarding the subject Courses;

WHEREAS, this MOU contemplates that the parties will enter into a related course agreement ("CA") for the individual subject Courses, that each CA will fully incorporate and/or expressly modify the terms of this MOU, and that each CA will set out the necessary details specific to the subject Programs/Courses;

WHEREAS, the parties intend for KCCD to report full-time equivalent students (FTES) data and obtain state apportionment for the subject Courses given through this MOU in accordance with California Code of Regulations, Title 5, sections 58050, 58051, and 58051.5;

WHEREAS, all Courses will be located within KCCD's district boundaries;

NOW, THEREFORE, the parties mutually agree as follows:

TERMS

1. **Recitals.** The above recitals are incorporated herein and made a part of this MOU.

2. **Effective Date and Duration.** This MOU shall be effective on the date authorized representatives of both parties sign it and continue in effect until June 30, 2019, or until duly modified or terminated by the parties.
3. **Early Termination.** This MOU may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This MOU may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other party. Termination will be effective no sooner than 60 calendar days after receipt of the written notice or the end of the semester, whichever occurs later.

The parties agree to consider the needs of currently enrolled students when determining a termination date.

The indemnification provisions contained in this MOU shall survive termination.

4. **Course Agreements.** The terms of this MOU are deemed to be part of and fully incorporated into any and all presently existing or future Course Agreements ("CAs") pertaining to the Courses unless expressly modified by a related CA. Related CAs will typically address the time, date, location, number of educational hours, college credits offered, number of students, and other specifics related to each Course. The terms of this MOU may be modified by individual CA as necessary. Any inconsistency between the MOU and an express provision of a CA will be resolved in favor of this MOU.
5. **Certifications for State Apportionment Purposes**
 - A. DISTRICT certifies that the direct education costs of the Courses are not being fully funded through other outside, non-District sources.
 - B. KCCD certifies that it has not received full compensation for the direct education costs for the conduct of the Course from other sources.
 - C. The Board of Trustees of DISTRICT will pass a resolution during a regularly scheduled board meeting which will provide that the location where Courses are being held pursuant to this MOU will be open to the public when the Courses are in session. The resolution shall be in the form provided in attachment A to this MOU. This resolution shall provide that students attending Courses pursuant to this MOU are exempt from the restrictions of section 627.2 of the California Penal Code when their Courses are in session.

- D. DISTRICT agrees and acknowledges that all Courses held under the terms of this MOU must be open to the general public.
- E. DISTRICT will not pay KCCD for the full costs of offering any Course under this MOU. DISTRICT agrees and acknowledges that KCCD will claim apportionment for the students enrolled in Courses under this MOU. Full costs are defined as compensation covering 80 percent or more of the direct education costs for the Course.
- F. If the Course instructor is an employee of DISTRICT, then KCCD shall reimburse DISTRICT in an amount equal to at least 25% of the cost to DISTRICT for employing the instructor during the time the Course is in session. For example, if the instructor's normal load is five class periods plus a prep period, then KCCD shall reimburse DISTRICT in an amount equal to 25% of 1/6 of the daily compensation paid by DISTRICT to the instructor for each day the Course is taught. The amount to be paid shall be specified in the CA.

6. **Regulatory Requirements for State Apportionment Purposes Applicable to All Courses Conducted Under the Terms of This MOU**

These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

- A. Responsibilities of Each Party. KCCD policies and procedures apply and KCCD is responsible for the Courses. The Courses will comply with all applicable regulations, procedures, prerequisites and standards applicable to KCCD, as well as any applicable policies, regulations, procedures, practices, and requirements of the DISTRICT.
- B. Enrollment Period. The enrollment period shall be determined by KCCD in accordance with its guidelines, policies, pertinent statutes, and regulations.
- C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. KCCD will determine the performance objectives for each of the Courses and the number of Course hours necessary to meet the performance objectives. The performance objectives and corresponding Course hours shall be specified in the related CA. In order to ensure the DISTRICT may comply with all requirements related to reductions in staff, KCCD agrees to notify the DISTRICT of the number of class hours for each class for the upcoming school year no later than December 31 of the school year prior to the upcoming year. In the event that KCCD fails to provide timely notice, the class hours in the upcoming school year will remain identical to those in the current school year.
- D. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with KCCD guidelines and policies;

District policies, regulations, and procedures; and pertinent legal requirements.

- E. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the Course shall be in accordance with KCCD guidelines, policies, pertinent statutes and regulations.
- F. Right to Control and Direct Instructional Activities. KCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all instructors, including those who are DISTRICT personnel. Nothing in this paragraph limits the DISTRICT's right to select its employees, including its right to, among other things, hire, terminate, transfer, and promote its employees.
- G. Minimum Qualifications for Instructors Teaching Courses. Instructors who are DISTRICT personnel shall work under the immediate supervision and control of a KCCD employee who meets the minimum qualifications to provide instruction in a community college. The minimum qualifications shall be consistent with the requirements in other similar courses offered by KCCD and shall be published or otherwise listed by KCCD. All instructors shall meet the qualification requirements of Title 5 CCR sections 53410 and 58060, as appropriate.
- H. Facilities. DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to KCCD or students. DISTRICT agrees to clean, maintain, and safeguard DISTRICT's premises. DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. All Courses will be held at facilities that comply with California Education Code section 76002(a)(3). Pursuant to California Penal Code Section 627.9, the DISTRICT Board of Trustees will pass a resolution before Courses are held which exempts students participating in Courses pursuant to this MOU from the restrictions of Penal Code Section 627.2 during the times in which their Courses are in session and a reasonable time directly before and after Courses to allow entrance and exit. The exemption from Section 627.2 shall be limited to the time immediately before, immediately after, and during the time Courses are being held under the terms of this MOU.
- I. Equipment. DISTRICT will furnish, at its own expense, all Course materials, specialized equipment, and other necessary equipment for all students. The parties understand that such equipment and materials are DISTRICT's sole property. The DISTRICT shall determine the type, make, and model of all equipment and materials to be used during each Course. DISTRICT understands that no equipment or materials fee may be charged to students, except as provided for by KCCD policies and practices. Students in a Course who are not enrolled in DISTRICT shall be provided Course materials, specialized equipment, and other necessary

equipment as specified in KCCD Policies and the applicable student handbook.

- J. Enrollment. Enrollment shall be open to any person who has been admitted to KCCD and meets all applicable prerequisites and who is otherwise not prohibited from visiting a high school campus by any law, regulation, board policy, or administrative regulation. Applicable prerequisite courses, training, or experience will be determined by KCCD, in consultation with the DISTRICT. Applicants must meet the standards and prerequisites of the KCCD.

KCCD will be responsible for processing student applications. KCCD will provide the necessary admission forms and procedures and both KCCD and DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

KCCD will ensure that each student completes the admissions procedure and the Course enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate. DISTRICT will reasonably assist KCCD, as necessary. A successful enrollment requires that each student has completed an enrollment application provided by KCCD, the application has been delivered to and accepted by KCCD's Admissions and Registration Office, all enrollment and other applicable fees have been paid, and the applicant has met all requirements, to include the standard KCCD student liability and medical care coverage, if applicable.

- K. Enrollment Fees. Pursuant to KCCD Board Policy (Education Code Section 76300(f)), the enrollment fee for students who are Special Part-Time Students (Education Code 76001), including all DISTRICT students enrolled in Courses, will be waived by KCCD.
- N. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to KCCD periodically, or upon demand, and shall be maintained by KCCD. KCCD agrees to obtain written consent from parents and/or students in accordance with Education Code section 49060 *et seq.* and provide copies of those notices to the DISTRICT prior to disclosure of information pursuant to this paragraph.
- O. Ancillary Support Services for Students. Both KCCD and DISTRICT shall ensure that students enrolled in the Courses are provided ancillary and support services as may be needed, including but not limited to counseling and guidance and placement assistance.

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7. **Liaison.** At no cost to the DISTRICT, KCCD will provide the services of faculty members who will facilitate coordination and cooperation between KCCD and DISTRICT. KCCD will provide DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this MOU.
8. **Support Staff.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
 - A. **DISTRICT to Provide Support Services.** Unless otherwise provided for in a related CA, DISTRICT will provide personnel to perform clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.
 - B. **DISTRICT is Responsible for its Own Personnel.** DISTRICT's personnel will perform these services on duty time. DISTRICT personnel performing these services will be employees solely of DISTRICT, subject to the authority of DISTRICT, but will also be subject to the direction of KCCD, specifically with regard to their duties pertaining to the Courses described in the related CAs. KCCD has the primary right to control and direct such activities.
9. **Instructors.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
 - A. **KCCD to Select Instructors.** KCCD may select instructors from DISTRICT personnel nominated by the DISTRICT, or other sources. DISTRICT personnel will perform instructional duties on duty time. DISTRICT personnel selected to be instructors remain employees solely of the DISTRICT, subject to the authority of the DISTRICT, but will also be subject to the authority of KCCD, specifically with regard to their duties as instructors. KCCD will exercise this authority in consultation with the DISTRICT. KCCD understands that the selection of DISTRICT personnel may be limited by laws and collective bargaining agreement requirements pertaining to laid-off staff and reemployment provisions and agrees to select staff in a manner that complies with any and all laws and collective bargaining agreement requirements. KCCD agrees to select staff in a manner that complies with all state and federal non-discrimination requirements.
 - B. **District May Nominate Instructors.** DISTRICT shall ensure that all instructor nominees are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the Courses. DISTRICT shall ensure that all instructor/staff nominees possess any Certificates or other training indicia that may reasonably be required including.

- C. KCCD Shall Determine Instructor Requirements. KCCD shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.
- D. DISTRICT is Responsible for its Own Personnel. DISTRICT's personnel will perform these services on duty time. DISTRICT personnel performing their services will be employees solely of DISTRICT, subject to the authority of DISTRICT, but will also be subject to the direction of KCCD, specifically with regard to their duties pertaining to the Courses described in the related CAs. KCCD has the primary right to control and direct such activities.
- E. Orientation Meeting. Instructors shall attend an orientation meeting if scheduled during their duty time and KCCD shall provide manuals, course outlines, curriculum materials, and testing and grading procedures as necessary.
- F. No Other Assigned Duties. Instructors teaching Courses under this MOU shall not have any other assigned duty while Course instruction is taking place that would interfere with the instructors' abilities to teach the Courses.
- G. Cost of Instruction. If the Course instructor is an employee of DISTRICT then KCCD shall reimburse DISTRICT in an amount equal to at least 25% of the cost to DISTRICT for employing the instructor during the time the Course is in session. For example, if the instructor's normal load is five class periods plus a prep period then KCCD shall reimburse DISTRICT in an amount equal to 25% of 1/6 of the daily compensation paid by DISTRICT to the instructor for each day the Course is taught. The amount to be paid shall be specified in the CA.

10. **Instruction.** The instructional services provided by DISTRICT personnel shall include development of appropriate lectures. The lectures will conform to the approved curriculum and Course outlines and recommendations of KCCD instructors. Instructional presentations shall incorporate planned practical demonstrations, as may be necessary. Instructional presentations shall use audiovisual techniques or equipment and vocational equipment.

All instructional presentations, including practical demonstrations and demonstrations of vocational equipment, are subject to the advance approval of KCCD.

11. **Facilities.** The parties contemplate that primarily, the facilities of the DISTRICT will be utilized to carry out the goals of this MOU and any related CA, although from time to time KCCD facilities may be utilized subject to mutual agreement by the parties as expressed in a related CA. DISTRICT agrees to defend, hold harmless, and indemnify KCCD and its governing board, officers, employees,

administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, instructor, or third party be injured as a result of or connected with the condition of the DISTRICT's premises, in whole or in part. KCCD agrees to defend, hold harmless, and indemnify DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, instructor, or third party be injured as a result of or connected with the condition of the KCCD's premises and/or the action or inaction of its employees, in whole or in part. The indemnity shall survive termination of this MOU and is in addition to any other rights or remedies KCCD or the DISTRICT may have under law or otherwise.

12. **Workers' Compensation.** DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its respective DISTRICT personnel made in connection with performing services and receiving instruction under this MOU or any related CA. DISTRICT agrees to hold harmless, indemnify, and defend KCCD from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by DISTRICT personnel connected with providing services under this MOU or any related CA. DISTRICT is not responsible for non-District personnel who may serve as instructors or students who are not affiliated with the DISTRICT. These provisions may not be voided, modified nor waived by a related CA.

KCCD shall be the "primary employer" for all its personnel who perform services pursuant to this MOU. KCCD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its respective KCCD personnel made in connection with performing services and receiving instruction under this MOU or any related CA. KCCD agrees to hold harmless, indemnify, and defend DISTRICT from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by KCCD personnel connected with providing services under this MOU or any related CA. KCCD is not responsible for non-KCCD personnel who may serve as instructors or students who are not affiliated with KCCD. These provisions may not be voided, modified nor waived by a related CA.

13. **Indemnification.**

- A. DISTRICT shall defend, hold harmless, and indemnify KCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause

whatsoever arising from or connected with the provision of instruction pursuant to this MOU or any related CA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of DISTRICT, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

- B. KCCD shall defend, hold harmless, and indemnify DISTRICT, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including, but not limited, to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of KCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- C. DISTRICT shall have no obligation to defend, hold harmless, or indemnify KCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for KCCD's sole negligence or willful misconduct; and KCCD shall have no obligation to defend, hold harmless, or indemnify DISTRICT, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for DISTRICT's sole negligence or willful misconduct.
- D. This indemnification shall survive termination of this MOU or any related CA, and is in addition to any other rights or remedies that DISTRICT or KCCD may have under law and/or otherwise.
- E. These provisions may not be voided, modified nor waived by any related CA.

14. Insurance Requirements.

- A. Each party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.
 - B. Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this MOU is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.
 - C. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this MOU.
 - D. The parties acknowledge that both parties are permissibly self-insured under California law.
 - E. These provisions may not be voided, modified nor waived by a related CA.
15. **Discrimination and Harassment.** Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment and KCCD enrollment.
16. **Entire Agreement.** This MOU and any related CAs constitute the entire agreement between the parties with regard to the Courses and supersede any prior or contemporaneous understanding or agreement. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or promise outside those expressly set forth in this MOU and any related CA.
17. **Amendment.** The provisions of this MOU may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by parties.

18. **Waiver.** Unless otherwise precluded by the terms of this MOU, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.
19. **Assignment.** Neither party may assign any rights or benefits or delegate any duty under this MOU without written consent of the other party. Any purported assignment without written consent shall be void.
20. **Parties in Interest.** Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to any party to this MOU, nor shall any provision give any third person any right to subrogation or action against any party to this MOU.
21. **Severability.** If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.
22. **Notices.** Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
23. **Authority to Enter Into MOU.** Each party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this MOU. However, the parties to this MOU recognize that, to be enforceable, this MOU must be approved or ratified by the DISTRICT's Governing Board at a lawfully called meeting.
24. **Status of the Parties.** Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. DISTRICT shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this MOU and any related CA. DISTRICT shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation,

and disability insurance in connection with performing services under this MOU and any related CA.

25. **Retention and Audit of Records.** Each party shall maintain records pertaining to this MOU and related CAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records, subject to federal and state privacy statutes.
26. **Governing Law and Venue.** This MOU will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this MOU shall be Kern County, California.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed the day and year first above written.

AGREED TO AND ACCEPTED:
KERN COMMUNITY COLLEGE DISTRICT

AGREED TO AND ACCEPTED:
SIERRA SANDS UNIFIED SCHOOL DISTRICT

By: _____
Thomas J. Burke
Chief Financial Officer
2100 Chester Avenue
Bakersfield, CA 93301
(661) 336-5117

By: _____
Title: _____
Address: _____

Telephone: _____

00176-00002/750196.1

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***

Kevin Hill
Math/PE – James Monroe
Effective 5-29-15

Mary Howard***
3rd Grade – Las Flores
Effective 5-29-15

Heather Plett
RSP – James Monroe
Effective 4-8-15

Adam Sansom
Math – Burroughs
Effective 5-29-15

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Substitute Teachers for 14-15 year:

Barbara Arnts
Rebecca Workman

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Susan Byrne*
1.58 hr. Noon Duty Supervisor – Las Flores
And
½ hr. Noon Duty Supervisor – Las Flores
Effective 1-30-15

Jessica Haynes
5 ½ hr. Paraprofessional – Murray
Effective 4-29-15

Maryann Lupton
8 hr. School Office Manager – Gateway
Effective 4-15-15

Angelica Pepper
5 ½ hr. Paraprofessional – Gateway
Effective 5-21-15

Jonathan Poole
5 ½ hr. Paraprofessional – Richmond
Effective 4-24-15

Joseph Powell
2 hr. Transportation Monitor – Transportation
Effective 2-27-15

Leslie Prosneski
8 hr. School Office Manager – Mesquite
Effective 6-5-15

Carrie Reed
8 hr. Clerk II – Las Flores
Effective 6-30-15

Valerine Rigdon
1.58 hr. Noon Duty Supervisor – Las Flores
Effective 4-28-15

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL (Continued)

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Student Workability Workers for the 2014-2015 School Year:
Eduardo Rodriguez

Classified Substitutes for the 2014-2015 School Year:
Cindy Griffiths
Wendy Kent
Katherine LoCurto
Lena Pokol
Melinda Quan
Samuel Surratt

8.24 CHANGE OF STATUS

Patricia Corlett
Added
1 ¼ hr. Food Service Assistant I – Mesquite
Effective 4-16-15

Dawn Farrell
From: 6 hr. Clerk II – Inyokern
To: 8 hr. School Office Manager – Gateway
Effective 4-24-15

Janna Pearce
From: 6 hr. Library Specialist – Burroughs
To: 8 hr. Library Specialist – Burroughs
Effective 4-1-15

Christian Sperdelozzi
From: 5 hr. AR Paraprofessional – Richmond
To: 6 hr. Library Specialist – Richmond
Effective 8-1-15

8. PERSONNEL ADMINISTRATION

8.3 Declaration of Need for Fully Qualified Teachers for the 2015-16 School Year

BACKGROUND INFORMATION: The district continues to make an effort to decrease the number of teachers employed by the district who are not fully credentialed or are teaching out of their credentialed area. The declaration identifies the specific areas of anticipated need for fully qualified educators and certifies that there are insufficient numbers of certificated persons who meet the district's specified employment criteria for the identified areas of need. The district sees significant progress toward the goal of fully credentialed teachers in all district classrooms.

CURRENT CONSIDERATIONS: The laws governing credential waivers and emergency permits have authorized the Commission on Teacher Credentialing to approve requests to waive laws or regulations governing educator preparation and licensing. Submission of a Declaration of Need for Fully Qualified Educators by the employing agency is a prerequisite to the issuance of any emergency permit for that agency.

It should be noted that the district's estimated numbers for the need of teachers employed on some type of emergency permit have been set on the high end to allow for unforeseen vacancies.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt the Declaration of Need for Fully Qualified Educators for the 2015-16 school year as presented. Adoption of this declaration is a prerequisite to the issuance of any emergency permit in the specific areas of anticipated need for fully qualified educators.

8. PERSONNEL ADMINISTRATION

8.4 Presentation of Initial Sunshine Contract Proposal for 2015-16 from the Board of
Education to Chapter 188 of the California School Employees Association

BACKGROUND INFORMATION: The Board of Education would like to submit their sunshine proposal to Chapter 188 of the California School Employees Association for the 2015-16 school year.

CURRENT CONSIDERATIONS: The Board of Education will submit its initial sunshine contract proposal for 2015-16 to the Chapter 188 of the California School Employees Association at the meeting.

FINANCIAL IMPLICATIONS: Unknown.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board present the initial sunshine contract proposal for 2015-16 to Chapter 188 of the California School Employees Association and set the next regular meeting date as the date for the public hearing on the proposal.

DISTRICT PROPOSAL TO CSEA
INITIAL PROPOSAL OF SIERRA SANDS UNIFIED SCHOOL DISTRICT
TO
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CH. 188
FOR A “SUCCESSOR” TO THE COLLECTIVE BARGAINING AGREEMENT:
2015

Pursuant to Government Code section 3547, the Sierra Sands Unified School District (hereafter “District”) hereby submits its initial proposal to the California School Employees Association (hereafter “CSEA” or “Association”) for a “Successor” to the Collective Bargaining Agreement (hereafter “Agreement”) for 2015.

The current contract expires on June 30, 2015. Therefore it is understood that the entire contract is open for bargaining considerations. In particular, the District has an interest in discussing the following Articles:

ARTICLE V EMPLOYEE COMPENSATION

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, among other things, District funding and employee compensation.

ARTICLE VI HOURS

The District has an interest in bargaining, among other things, bus route scheduling practices that reflect current district needs.

ARTICLE VII CLASSIFICATION/JOB DESCRIPTION

The District has an interest in bargaining, among other things, classification/job descriptions that reflect current district needs.

ARTICLE VIII HEALTH AND WELFARE BENEFITS

The District has an interest in bargaining changes in health and welfare including, among other things, achieving a fixed health and welfare benefit cost for each employee and the effects of that change.

9. GENERAL ADMINISTRATION

9.1 Gifts to District

CURRENT CONSIDERATIONS: The following donations have been received: Mr. Donald Rogers donated a 1994 Suzuki Swift with an estimated cash value of \$1,500 to the Burroughs Auto Shop and Mr. Andrew Borman donated a 1995 Buick LeSabre with an estimated cash value of \$1,500 to the Burroughs Auto Shop,

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

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

9. GENERAL ADMINISTRATION

9.2 Authorization for Board Member Travel, Section 8002 Impact Aid Summer Meeting

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2014-15 travel budget for the board was approved for \$18,700.00.

CURRENT CONSIDERATIONS: Ms. Amy Castillo-Covert, as the board's designated representative for NAFIS activities, is requesting authorization to travel to Cambridge, MA for the Impact Aid Section 8002 Summer Meeting on June 26 – June 28, 2015. Cost of travel is estimated as follows:

Conference registration	\$ 150.00
Air Fare	\$ 530.00
Hotel (2 nights @ \$239.20 inc. tax)	\$ 478.40
Meals (3 days @ \$50 per day)	\$ 150.00
Miscellaneous	<u>\$ 50.00</u>

Estimated total cost of travel	\$1,358.40
--------------------------------	------------

FINANCIAL IMPLICATIONS: The travel budget for the board for 2014-15 is \$18,700.00. To date, \$15,114.68 has been approved with \$14,436.29 having been expended.

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

9. GENERAL ADMINISTRATION

9.3 Approval of Revisions to the 2015-16 Academic Calendar

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

CURRENT CONSIDERATIONS: The approved Academic Calendar for the 2015-16 school year requires revision. The proposed changes represent the effects from bargaining with DATA this year. The most significant change is the embedded collaboration time that will take place on the majority of Wednesdays. Using a combination of staff meeting minutes available from existing contract language and 30 minute late starts for students, teachers will have one (1) hour of embedded collaboration time (during the work day) each late-start Wednesday morning. This supports a shared interest in advancing forward curriculum and instructional priorities for student achievement. As a result of the proposed collaboration schedule, the standard four (4) minimum days per year used for collaboration are no longer needed at the secondary sites. Lastly, the elementary minimum day schedule is slightly modified to distribute the existing number of minimum days more evenly to support spring parent-teacher conferences.

The current minimum days for the 2015-16 academic year are as follows:

ELEMENTARY SCHOOL – Adopted Schedule

November 16	Parent Conferences
November 17	Parent Conferences
November 18	Parent Conferences
November 19	Parent Conferences
November 20	Parent Conferences
December 18	Day Before Winter Recess, End First Semester
March 9	Parent Conferences
March 10	Parent Conferences
March 11	Parent Conferences
May 20	DATA Collective Bargaining Agreement
May 23	DATA Collective Bargaining Agreement
May 24	DATA Collective Bargaining Agreement
May 25	DATA Collective Bargaining Agreement
May 26	DATA Collective Bargaining Agreement

MIDDLE SCHOOL– Adopted Schedule

October 21	Minimum Day
December 16	Final Examinations
December 17	Final Examinations
December 18	Final Examinations
January 13	Minimum Day
March 30	Minimum Day
May 25	Final Examinations
May 26	Final Examinations

HIGH SCHOOL– Adopted Schedule

September 16	Minimum Day
October 21	Minimum Day
December 16	Final Examinations
December 17	Final Examinations
December 18	Final Examinations
January 13	Minimum Day
March 30	Minimum Day
May 24	Final Examinations
May 25	Final Examinations
May 26	Final Examinations

The following are the recommended changes:

ELEMENTARY SCHOOL

November 16	Parent Conferences
November 17	Parent Conferences
November 18	Parent Conferences
November 19	Parent Conferences
November 20	Parent Conferences
December 18	Day Before Winter Recess, End First Semester
March 8	Parent Conferences
March 9	Parent Conferences
March 10	Parent Conferences
March 11	Parent Conferences
May 23	DATA Collective Bargaining Agreement
May 24	DATA Collective Bargaining Agreement
May 25	DATA Collective Bargaining Agreement
May 26	DATA Collective Bargaining Agreement

MIDDLE SCHOOL

December 16	Final Examinations
December 17	Final Examinations
December 18	Final Examinations
May 25	Final Examinations
May 26	Final Examinations

HIGH SCHOOL

December 16	Final Examinations
December 17	Final Examinations
December 18	Final Examinations
May 24	Final Examinations
May 25	Final Examinations
May 26	Final Examinations

Late start Wednesdays for every school (excludes Mesquite and Rand) except the following Wednesdays: August 12, 2015; November 11 and 18, 2015; December 16, 2015; March 9, 2016 and May 25, 2016.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the revised 2015-16 academic calendar as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Academic Calendar for 2015-16

July 2015	1 2 3 July 3 - Independence Day	January 2016	1 January 1 - New Year's Day
6 7 8 9 10		4 5 6 7 8	
13 14 15 16 17		11 12 13 14 15	
20 21 22 23 24		18 19 20 21 22 January 18 - Martin Luther King Jr Birthday	
27 28 29 30 31		25 26 27 28 29	
August 2015	3 4 5 6 7	February 2016	1 2 3 4 5
10 11 12 13 14 August 10 - Optional Teacher Work Day		8 9 10 11 12 February 12 - Lincoln's Birthday	
17 18 19 20 21 August 11- First Teacher Work Day		15 16 17 18 19 February 15 - Washington's Birthday	
24 25 26 27 28 August 12 - 1st Day of Instruction		22 23 24 25 26 February 26 - End of 2nd Trimester	
31		29	
September 2015	1 2 3 4 September 7 - Labor Day	March 2016	1 2 3 4
7 8 9 10 11		7 8 9 10 11 March 11 - End of 3rd Quarter	
14 15 16 17 18		14 15 16 17 18 March 14 -18 - Spring Recess	
21 22 23 24 25		21 22 23 24 25 March 25 - In Lieu of Admission Day	
28 29 30		28 29 30 31	
October 2015	1 2	April 2016	1
5 6 7 8 9 October 9 - End of 1st Quarter		4 5 6 7 8	
12 13 14 15 16 October 12 - Columbus Day		11 12 13 14 15	
19 20 21 22 23		18 19 20 21 22	
26 27 28 29 30		25 26 27 28 29	
November 2015	2 3 4 5 6 November 6 - End of 1st Trimester	May 2016	2 3 4 5 6
9 10 11 12 13 November 11 - Veteran's Day		9 10 11 12 13 May 26 - Last Day of Instruction	
16 17 18 19 20 November 23 -25- Non School Days		16 17 18 19 20 May 27- Optional Teacher Work Day	
23 24 25 26 27 November 26-27- Thanksgiving		23 24 25 26 27 May 30 - Memorial Day	
30		30 31	
December 2015	1 2 3 4	June 2016	1 2 3 June 1 - Classified Mandatory Work Day
7 8 9 10 11 December 18 - End of 1st Semester		6 7 8 9 10	
14 15 16 17 18 December 21 - January 1 -Winter Recess		13 14 15 16 17	
21 22 23 24 25 December 24, 25 - Classified Holidays		20 21 22 23 24	
28 29 30 31		27 28 29 30	

First/Last Day of Instruction
Quarter End
Trimester End
Non-school Days
Legal Holiday
Winter/Spring Recess
Late Start Wednesdays

PURPLE
ORANGE
BLUE
GREEN
RED
Yellow Highlighted

MINIMUM DAY SCHEDULE

Elementary School	Middle School	High School
November 16,17,18,19,20	December 16, 17, 18	December 16, 17, 18
December 18	May 25, 26	May 24, 25, 26
March 8, 9,10,11		
May 23, 24, 25, 26		

LATE START WEDNESDAYS SCHOOL START TIMES

Burroughs 8:05 a.m.	Las Flores 8:25 a.m.
Faller 8:30 a.m.	Murray 7:55 a.m.
Gateway 8:30 a.m.	Pierce 9:30 a.m.
Inyokern 8:45 a.m.	Richmond 9:30 a.m.
Monroe 7:50 a.m.	

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

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

CURRENT CONSIDERATIONS: Design, documentation activity, and planning continue at several sites. Mr. Steve Hubbard, Project Manager with Maas Co., will update the board and community on these activities.

FINANCIAL IMPLICATIONS: None.

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



Capital Projects Report

to the

Board of Trustees of the

Sierra Sands Unified School District

May 21, 2015

BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

· Address	500 E. French Ave. Ridgecrest, CA 93555
· Project Manager	Maas Steve Hubbard
· Architect	RBB Architects Los Angeles, CA
· Construction Manager	ProWest PCM



Fast Facts

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

- Total Project Budget \$31,909,274
- Project Square Footage (GSF) 178,202 SF
- Funding Source 80% DOD, 20% District Funds
- Construction Mobilization..... Sept 2015 (Previously August 2014; quality control delay)
- Targeted Completion 06/30/17 (Originally 12/31/15; Grant Agreement Amended)

Sustainable Features

Meets requirements of the National Environmental Policy Act

BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

PREP FOR DSA RE-REVIEW AND APPROVAL

Fast Financial Facts

- Total Project Budget (TPB). \$31,909,274
- Construction Budget @70% of TPB. \$22,336,491
- Reserve for Soft Costs/Fees @ 30% TPB. . . . \$ 9,572,782
- Encumbrances To Date. \$ 5,880,029
- Percent Complete of Project Cost 18%
- Percent Complete of Construction 0%

Project Update

- Project remains over budget; cost saving measures presented by Architect approved by Navy and District staff.
- Discussions held with OEA Project Manager regarding project costs unforeseen at the time of Grant Agreement; potential for further funding in discussion.
- Quality control revisions, cost savings revisions and DSA plan check corrections in process; Student Parking Lot and Admin Building in redesign as part of the process to bring project into budget.
- CDE has provided informal approval of potential revisions to site plan; final application remains pending final approval of construction documents by DSA .
- Target revision completion and re-submittal to DSA now anticipated to be 5-30-15 due to District negotiations with DSA regarding resolution of severe plan check comments
- Superintendent conducted successful meeting with Regional Director of DSA-LA; bi-monthly meetings with DSA to be scheduled at their request in order to expedite resolution of project issues as they occur.
- Schedule for Commencement of Construction remains late September 2015.

BURROUGHS HIGH SCHOOL

SCHEDULE: 12 MONTH

•DSA Back-check Submittal	05-30-15* (Prior 05-04-15)
•DSA Plan Check Duration –8 weeks	07-30-15* (Prior 07-06-15)
•Bid Advertisements (twice)	07-06-15 and 07-13-15
•Bidding Period	07-06-15 thru 08-06-15
•Bid Notices of Intent	08-07-15
•Board Approval of Awards (Special)	08-10-15
•Notices to Proceed	08-11-15
•Submittal Review	08-11-15 thru 08-28-15
•Construction Start (Mobilization)	09-12-15**(Prior 8-12-15)

* Delay due to extent of errors and omissions in prior architect's construction documents as well as negotiations with DSA regarding severe plan check comments

**Increased Construction Mobilization period due to complexity related to sequencing of work during regular school session.

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

DSA REVIEW PHASE

- | | |
|------------------------|--|
| • Address | 200 E. Drummond Ave.
Ridgecrest, CA 93555 |
| • Project Manager | Maas
Steve Hubbard |
| • Architect | IBI Group
Bakersfield, CA |
| • Construction Manager | ProWest PCM |



Fast Facts

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

- Total Project Budget \$39,542,838
- Project Square Footage (GSF) 65,425 SF (originally 93,000 SF)
- Funding Source 80% DOD, 20% District Funds
- Construction Mobilization..... September 2015 (originally December 2014)
- Targeted Completion 9/30/2017 (originally 9/30/16)

Sustainable Features

- Meets requirements of the National Environmental Policy Act

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

DSA REVIEW PHASE

Fast Financial Facts

- Total Project Budget (TPB). \$39,542,838
- Construction Budget @ 70% TPB less demo \$24,479,986
- Demolition Allowance for Old Murray \$ 3,200,000
- Reserve for Soft Costs/Fees @ 30% TPB \$11,862,851
- Encumbrances To Date. \$ 6,337,394**
- Percent Complete of Project Cost 16%
- Percent Complete of Construction 0%

*** Encumbrances updated to reflect credits from prior unused architectural fees*

Project Update

- DSA plan check commenced on 4-22-15; plan review comments anticipated on or about 6-22-15 due to delay by DSA; final approval anticipated to remain 7-31-15.
- Plan revisions to reduce the cost of roadway changes and campus drive paving approved by District and Navy in discussion with City of Ridgecrest.
- Removal Action Workplan (RAW) for soil remediation received by District and by DTSC for review; DTSC has committed to an informal approval prior to final written approval document so that RAW implementation can commence.
- Review by multiple regulatory agencies remains in process including Division of the State Architect, California Department of Education, Department of Toxic Substance Control, Naval Facilities Engineering Command, and Kern County Fire Department.
- Bidding documents in review and preparation in order to initiate bidding procedures upon final DSA approval; possible early bidding procedures in discussion by Construction Manager.
- Custom Permanent Modular structures will be bid competitively; selected fabricator will produce construction drawings of the structures for a deferred review and approval by DSA.



MURRAY MIDDLE SCHOOL

SCHEDULE: 12 MONTH

•DSA Submittal	03-10-15
•DSA Commencement of Plan Check	04-22-15
•DSA Plan Check Duration – 12 weeks	07-22-15
•Bid Advertisements (twice)	07-07-15 and 07-14-15
•Bidding Period	07-07-15 thru 08-06-15
•Bid Notice of Intent	08-10-15
•Board Approval of Awards	08-20-15
•Notices to Proceed	08-21-15
•Site Soil Remediation and Approval	08-24-15 thru 10-23-15
• Site Construction Start (Mobilization)	11-15-15
•Commence design of modular units	09-01-15
•DSA completion of review of modular unit design	03-23-16
•Commence construction of modular units	03-24-16

HVAC REMEDIATION

PROJECT STATUS REPORT

DSA REVIEW PHASE

· Address	Various
· Project Manager	Maas Steve Hubbard
· Architect	RBB Architects Los Angeles, CA
· Construction Manager	TBD



Fast Facts

Remediation of prior substandard construction and installation of HVAC units. Work at school sites that have not yet benefited from Modernization projects includes structural, mechanical and electrical retrofitting of existing HVAC units to properly respond to existing conditions and to correct prior substandard work. Due to budget constraints, work now includes Monroe Middle School, Mesquite Continuation School, and Burroughs High School.

- Total Project Budget \$7,024,500
- Project Square Footage (GSF) Varies
- Funding Source Facilities Hardship /Siemens
- Construction Mobilization. Sept 2015 (prior July 2015)*
- Targeted Completion December 2015 (prior August 2015)*
- * DSA Plan check submission delayed due to additional information received regarding equipment necessitating minor design revision; second delay due to delay in DSA commencement of plan check.

- Meets requirements of the National Environmental Policy Act



HVAC REMEDIATION

PROJECT STATUS REPORT

DSA REVIEW PHASE

Fast Financial Facts

- Total Project Budget\$7,024,500
- Construction Budget @ 70%.....\$4,917,150
- Reserve for Soft Costs/Fees at 30%\$2,107,350
- Encumbrances To Date. \$ 824,307
- Percent Complete of Project Cost 12%
- Percent Complete of Construction 0%

Project Update

- DSA requirement for correction of all prior BHS Open A# work as part of Modernization revisions in process by Architectural team; some redesign to save cost and increase efficiency over prior engineer's design indicated and in process by new engineers.
- BHS – PAC Air Handlers DSA Plan Check complete; project approved for construction.
- James Monroe DSA Plan Check complete; project approved for construction.
- Mesquite DSA Plan Check in process; first plan check comments expected 07-16-15
- PAC HVAC Remediation DSA Plan Check in process; first plan check comments expected 07-24-15
- Delay in DSA plan check may cause delay of PAC construction until Summer 2016 due to scheduled use of the PAC.
- Applications for State Facilities Hardship funds remain in process; CDE consultant submitted Monroe Application; Mesquite and Burroughs PAC preliminary applications submitted; final applications pending DSA approval of documents.

HVAC REMEDIATION

SCHEDULE:

•DSA Submittal, Phased Intake	08-03-14 thru 03-17-15
•DSA Plan Check Commencement for Mesquite and PAC	04-14-15 and 04-29-15**
•DSA Plan Check Duration – Estimated 8 weeks each Phase (as each phase design was completed)	08-03-14 thru 07-24-15**
•Bid Advertisements (twice)	08-03-15 and 08-10-15**
•Bidding Period	08-03-15 thru 08-24-15
•Bid Notices of Intent	08-25-15
•Board Approval of Awards, first phases (Special)	08-31-15
•Notices to Proceed, first phases	09-08-15
•Construction Mobilization, first phases	09-14-15

** Delay due to delay in DSA plan check commencement.

10. CONSTRUCTION ADMINISTRATION

10.2 DoD Project Management Policies and Procedures Manual

BACKGROUND INFORMATION: As part of the scope of services outlined in the district's Request for Qualifications to obtain the services of a Project Manager for the Department of Defense (DoD), Office of Economic Adjustment (OEA) grant projects - Burroughs High School modernization and the building of a new Murray Middle School - the district required the development, publication, and implementation of a Projects Master Plan. This requirement has become a part of the agreement for project Management Services with the Maas Companies.

CURRENT CONSIDERATIONS: In response to the requirement of the Sierra Sands Unified School District scope of services for a master plan from its project manager, Maas Companies has developed a written document by which to oversee, manage, and monitor the DoD grant projects, entitled *Project Management Policies and Procedures Manual*. The plan describes in detail protocols, methods, forms, formats, and criteria for communication, responsibility, scheduling, recording, and reporting project tasks, costs, timelines, sequences, and content. In summary, the plan provides the guideline by which all project participants will interact for orderly, successful, efficient project process. The plan is a "work in progress" since it will be updated and certain sections completed as needed as the projects progress over time.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This manual, as presented, is provided for informational purposes only and requires no action by the board.



THE MAAS COMPANIES

**PROJECT MANAGEMENT
POLICIES AND PROCEDURES MANUAL**

FOR

SIERRA SANDS UNIFIED SCHOOL DISTRICT



OEA GRANT PROGRAM

BURROUGHS HIGH SCHOOL MODERNIZATION

AND

NEW MURRAY MIDDLE SCHOOL

January 2014

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11.0 Reserved

12.0 Reserved

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1.0 Introduction : Program Management Policies & Procedures Manual for the OEA Grant Program

This *Program Management Policies & Procedures Manual* is prepared to define the working relationship between the Sierra Sands Unified School District, the client, and MAAS Companies, the program manager, in implementing and managing the OEA Grant Program entered into by the District in October 2011.

The *Program Management Policies & Procedures Manual* is 1) an outline of services to be provided by the program manager as set forth in the client agreement and 2) a guideline for implementing and maintaining those services throughout the life of the Grant Program. It addresses the staffing requirements, organizational structure, the roles and responsibilities of the program management staff, and the policies and procedures to which both the client and program manager have agreed to abide and be held accountable.

Although activities and functions required to provide client services may be assigned to any member of the team for action, the responsibility for performance and compliance with established policies and procedures remains with the senior manager-in-charge as defined in this manual (Refer to 3.0 Organization).

The *Program Management Policies and Procedures Manual* sets forth the channels of communications intended to be used by individuals within the organizations of both client and program manager to ensure clarity of direction and effective and efficient transfer of information. The manual is intended to be a living document and as the program matures and evolves it will be the responsibility of each party to provide updating information so that 1) effective communications links are maintained and 2) amendments can be made as the circumstances and the direction of the program reflect changing needs in the client's underlying education plan.

The manual will also be used as a orientation tool for new personnel joining the program manager's organization as well as any client personnel who may be in need of understanding the policies and procedures guiding the program. The normal distribution of the manual will be as follows.

- Ernest M. Bell, Jr., Superintendent of Schools
- Christina Giraldo, Assistant Superintendent of Business Services

Additional copies will be distributed to parties at the written request of the client.

2.0 Background – OEA Grant Program

2.1 PROGRAM DESCRIPTION

In October of 2011 the Sierra Sands Unified School District entered into a Grant Agreement with the Office of Economic Adjustment of the Department of Defense to receive designated funds for the replacement and revitalization of the middle school and high school facilities on the base of the Naval Air Weapons Station. The Grant will go a long way in providing an improved and enhanced secondary educational environment for students of the district while also contributing to the long term economic health of the community by providing a better educated and trained workforce.

The OEA Grant represents the major portion of the required \$71 million budget necessary to accomplish the work. The Grant provides 80% of the funding, while the Grant Agreement requires that the District provide 20% of the total project funding as a match to the federal funds.

The Sierra Sands Unified School District has chosen Maas Companies to act on their behalf as Program Manager and owner's representative for the grant program and to work with the administration and staff to implement and complete both projects to be developed under the grant program.

Policies and Procedures

4.0. *Program Administration*

4.1 *Financial Management, Communication, & Control*

The District has also established a Program Management Team (PMT) concept internally which provides for wide spread involvement of many members of the district community and an avenue for benefiting from the collective contributions of many stakeholders. The PMT includes members of the superintendent's cabinet, the Program Manager, and members of the faculty and staff with direct interest in the projects as they are developed.

The *Program Management Policies & Procedures Manual* addresses how the processes must flow in order to most effectively deliver projects within the constraints of time and money while allowing the maximum involvement of stakeholders in a disciplined and timely way by using the communications protocols and organizational structure that has been developed. The Manual is described in terms of Structure, Update Processes and Program Management Categories in Section 2.2.

2.2 MANUAL OVERVIEW

2.2.1 Manual Structure:

The manual is organized around Program Management Categories with detailed subsections to provide the user with clear rules and guidelines for decision making and actions. Five different formats have been utilized to display this information:

- Most policies are organized and formatted as narrative text with written examples when required for clarity.
- Flow charts have been used to generally describe processes and the movement of information, approvals, and decisions through the life of the program or project. REFER TO SECTION 10.0
- Matrix charts have been included to further define and clarify the roles and responsibilities of each entity or position at each of the major step as defined in the flow charts. REFER TO SECTION 11.0
- Where appropriate sample or example forms have been inserted as Exhibits for the benefit of users. REFER TO SECTION 13.0
- Glossary – Definitions for Key Terms and Acronyms REFER TO SECTION 12.1

2.2.2 Manual Update Process:

The policies and procedures manual must be reviewed and updated regularly if it is to remain relevant. At least once a year the Program Manager will advise all manual users that a general review and update is in progress and stipulate a time period for receiving suggestions or proposed changes to the manual. The Program Manager will review any such suggestions, advise the client's designated representative of any such suggested changes to be implemented, and issue the necessary amendments. As the initiator and primary user of the manual, the Program Manager shall have the right to make final determination as to any manual revisions subject to established policies and procedures and the applicable legal framework.

2.2.3 Program Management Categories:

Program Management within this Manual is understood as identifying, managing, controlling and monitoring the DoD projects from a consolidated, coordinated, and procedural approach. Project Management focuses this application of knowledge, skills, tools and techniques to exceed the owner's needs and expectations at the specific project level. REFER TO SECTION 4.0

The Program has been divided into categories that are applicable to all grant funded construction projects. These categories form the basis for the contents of the Manual:

- **Program Administration:** This category has to be in place in order to accommodate subsequent project development categories. It includes developing and managing 1) an **Information Management System** for web based project controls such as Documents, Costs, and Schedules and 2) a web based **Project Management System** accommodating essential functions for financial management, communications and controls. A key

Program Administration function is **Review of Contracts** for professional services and construction and revision for consistency, all contracts, Requests for Proposal, Requests for Qualification, and bidding documents.

Developing and implementing **Schedule Management Systems** for Program, Project, and Construction enable 1) Tracking time and cost per activity, 2) Monitoring and review contractor schedules, and 3) Generation of ongoing progress reports. For **Accounting/Budget Management**, the PM will 1) Manage an accounting system in coordination with the District, developing a project cost tracking system that provides reporting compatible with the District's accounting system, 2) Maintain and manage, in coordination with the District, all program and project fund allocations, and 3) Support the District spending plan and annual budget preparation and management.

Program Administration also includes protocols for Communication and Reporting and support for Labor Compliance and Outreach Programs.

- **Program Management:** Applies effective program level management techniques across planning, design and construction of a group of projects, from inception to completion for the purpose of controlling time, cost and quality. The PM leads a Project Delivery Team (PDT) adhering to performance challenges of Communication, Budget and Schedule Conformance, Quality and Innovative performance of service and Professional Accountability. REFER TO SECTION 5.0
- **Design Management:** Includes Management of Projects from Programming to Construction cycles, with aim of producing highest quality design within constraints of schedule and budget. The PM Develops project parameters, establishes consultant selection process, monitors progress of Design Process through successive milestones, supports evaluation of deliverables through Value Engineering, Estimating and Constructability Review, with an eye to entitlement including DSA approval. Design Management also entails evaluating, developing and implementing Design Guidelines (including specifications and standards) to direct building design, landscape, and hardscape on each College campus, towards a consistent application of standards across all projects, including technology infrastructure, building systems and fixture specifications. REFER TO SECTION 6.0
- **Construction Phase Management:** Includes a range of methods that may be utilized in a competitive construction market to ensure the most efficient and cost effective delivery of a potential project. This requires analysis on a case-by-case basis to determine best fit of delivery method and project type within a current construction market. The Construction Manager (CM) is contractually responsible for all construction activities from start of work to

occupancy. The CM and the Maas PM will use PromptEd, Primavera and Maas Budget formats for Cost Control, and computerized critical path scheduling for Schedule controls. Constructability reviews are carried out at three phases of the Design cycle, corresponding to level of detail of design documents. The Construction Manager manages and coordinates with the Maas PM all facets of project closeout. REFER TO SECTION 7.0

- **Safety Security and Demeanor:** Safety first – safety and security are responsibility of all PDT members. Protocols have been established for badging / parking, substance abuse, dress code and equal opportunity. Disaster Plan Assistance has also been defined in anticipation of natural and human threats. REFER TO SECTION 8.0
- **Quality Assurance Program:** The Program Manager has established a Quality Assurance/Quality Control program with respect to scope, schedule and conformance reviews. Protocols have been developed for Pre-Construction and Construction Cycles. REFER TO SECTION 9.0

2.2.4 OEA GRANT PROGRAM - PROJECTS OVERVIEW

As part of its Public Schools on Military Installations Program, the Office of Economic Adjustment (OEA) site inspection team, along with District staff input, evaluated critical facility requirements of the schools currently located on the grounds of the Naval Air Weapons Station (NAWS) at China Lake. It evaluated each school in regard to classroom size, safety, energy reduction, and information technology. The OEA conducted independent facilities evaluations and received district input in developing the scope of work required and identified the most critical school facility projects to be funded. These site inspections and published list identified the following criteria for funding for schools on the NAWS Base.

Repair, Renovate, and/or Replace Obsolete Classrooms, Science Labs, Instructional Facilities, and Infrastructure: Repair, renovate and/or replace deteriorating roofs, plumbing, wiring, restrooms, telecommunications systems, foundations, classrooms, science laboratories, lecture halls, and other institutional facilities, wire classrooms for computers and technology, increase safety, increase energy efficiency, and reduce operating costs.

Improve Emergency Access and Evacuation Routes: To enhance student safety, redesign campus access networks to eliminate dangerous intersections and unsafe conditions, reduce gridlock, improve pedestrian safety, and increase access for emergency vehicles.

The OEA investigation identified critical need at two priority schools and recommended funding for:

- (1) The Modernization of the existing Burroughs High School with replacement of its Administration Building and its Athletic Concessions/Restroom Building
- (2) The complete demolition and replacement of the existing Murray Middle School.

3.0 Organization: Internal Function, Roles & Responsibilities

3.1 OBJECTIVE

This policy and procedure aims to define the roles and responsibilities of the Maas Sierra Sands Unified School District (SSUSD) Program Management Staff. This section of the Program Management Policy Manual is a guideline for efficient and effective office and project management. Responsibilities and expectations for each position are delineated in order to promote a cohesive and synergetic team.

This Section deals with Internal Organization of the Program Manager. Program Manager is understood as the Program Management staff headed by the Program Manager. Section 11.1 provides a Matrix demonstrating the broad range of parties contributing to the SSUSD Grant Program and is intended to structure dialog about defining roles and responsibilities within an inter-organizational context.

3.2 PROGRAM STAFFING

The staffing of the Program Management team will evolve over time as the Program is implemented. The organization of the team has a clear line of accountability, however is essentially a matrix as contrasted to a more traditional hierarchical structure – this enables flexibility in staffing, through both advancement opportunities for staff dedicated to the Program and expansion of the team where additional expertise is required. Current and projected Maas Program staff includes:

- Program Manager – Pamela Pence
- Senior Project Manager – Steven Hubbard
- Project Managers – Assigned as required
- Accounting Manager – Karen LeSassier
- Contracts – Melissa Naslund
- Accounting Asst/Admin Asst – Melissa Naslund

3.3 ACCOUNTABILITY, ROLES & RESPONSIBILITIES

Primary roles and responsibilities assigned to each Program staff position. These roles and responsibilities are not exclusive to the position (because of the matrix structure of the team), but establish accountability and authority for each position.

Program Manager:

Reports to Maas - Vice President of Operations.

Role & Responsibilities:

- Senior member of the on site management team
- Overall planning, organizing, staffing, performance, and management of the program and the team.
- Designated primary point of contract for the team
- Accountable for directing all program related interface with the client, the client's governing board, oversight committee, governmental authorities, and the public.
- Leading the development and maintenance of the overall program master control documents
- Providing periodic reports and updates to the client.

Policies and Procedures

4.0. *Program Administration*

4.1 *Financial Management, Communication, & Control*

Senior Project Manager:

The Senior Project Manager reports to the Program Manager.

Roles and Responsibilities:

- Effectively manages the product of the Project Design Team, the Construction Managers, for Modernization, New Construction, including Project Designs, Bids/Awards and Construction.
- Reviews and approves all Applications for Payment from contractors, architects, consultants and subcontractors.
- Assists The Program Manager in reporting project status to the District Board of Trustees and key personnel.

Project Manager:

The Design Project Manager reports to the Program Manager.

Roles and Responsibilities:

- Coordinates activities of consulting Architects
- Attends user group meeting
- Confirms Design Schedules
- Confirms Cost Estimates
- Conducts field observations for design confirmation, per constructability reviews
- Coordinates FF&E/Standards implementation for A/E & User Teams
- Client satisfaction responsibility

Accounting Manager:

The Finance/Accounting Manager reports to the VP of Operations

Roles and Responsibilities:

- Execute Grant related financial responsibilities and obligations assumed by Maas under the terms set forth in our agreement with the client.
- Establish and manage all cost accounting and reporting functions at both the program and project level, working with the client to determine cash-flow needs and timing
- Interface with the client's purchasing department concerning purchases, contracts, pay requests, and record keeping.
- Act as in- house administrative officer insuring that all required documentation supporting contracts, purchases, pay requests, labor compliance, bonding, and lien releases is prepared, reviewed, and provided to the client in a timely manner.
- Act as office manager for the on site office and as such be accountable for all office purchases, expenses, time records and personnel and corporate policy compliance.
- Supervise Maas administrative staff.
- Work in close concert with the client's purchasing department and their designated financial service providers to insure that all monthly financial reports are prepared and submitted on time as directed by the client.

Document Control:

Document Control works in conjunction with Senior Management to ensure that all project forms, filings, plans, correspondence, billings, and electronic data are labeled and stored for efficient retrieval.

Administrative Support:

The Administrative Support position reports to the Program Manager

Roles and Responsibilities:

Policies and Procedures

4.0. *Program Administration*

4.1 *Financial Management, Communication, & Control*

- Support the activities of the program manager, the accounting manager, and the project manager when requested.
- Manage the master calendar of all program wide meetings involving the client, the program manager, and or the accounting manager, including all meetings with governing authorities, superintendent's cabinet, Board, facilities master planning committee, master planners, project management team, and as requested by the Program Manager. Designated point of contact for the client when needed; administrative services for the Program Manager.
- Maintain calendar of all deadlines and milestone dates to advise the assigned party, the program manager, and the associate program manager when such critical dates are at hand. Prepare minutes of meetings as directed by the program manager, preparing required documents and materials for specified meetings, and noticing all required attendees.
- Available to support and assist other administrative personnel when required and available

3.4 ORGANIZATIONAL STRUCTURE

Refer to Section 10.0 for flow chart representing the relationship of positions and respective responsibilities.

SSUSD GRANT PROGRAM FUNCTIONAL MATRIX

4.0 PROGRAM ADMINISTRATION

4.1 Financial Management, Communication and Control

4.1.1. OBJECTIVE

Program Administration aims to establish project cost controls and provide accurate financial data so that both the District and the Program Management Team (PMT) can make informed decisions per the approved Program Management Plan.

This objective requires comprehensive estimate validation and cost control services to be provided throughout all phases of project development including planning, design, and construction. We will measure the performance of the architects and engineers, specialty consultants, and contractors to ensure that they are meeting the District's budgetary goals. This will include preparation of cash flow projections and reports on budget vs. actual variations and overruns, consistent with the District's preferred format.

The Cost Control System central to this objective will be built upon the PromptEd platform. This software will be implemented at the District by the designated Project Controls staff, based upon system specifications and software provided by the Program Manager. Contract directories of contact lists, original contract information, budgets, commitments, and actual costs will be maintained. Change orders, claims, trends, and invoices will be entered into the system to provide a near real-time picture of the financial status of a project. This will enable the Team to summarize information on a project level.

4.1.2 REPORTING

Project Reports: The development of meaningful reports is a key component in the successful management of the Grant Program. Project Reports are needed for day to

day management and for oversight by the District and the Program Management Team. To produce accurate reports, the program and project management teams will use common reporting and control systems and will follow uniform protocols in coding and inputting project data.

4.1.3. CLAIMS AND DISPUTE RESOLUTION

Public owners must protect themselves from unwarranted litigation by contractors. The PMT will implement a three pronged strategy to minimize and manage claim liability by:

- *recommending* contract language to the District that best controls assignment of responsibilities and risks.
- *recommending* claims instruction for District employees, staff, and other consultants.
- *assisting* the District in proactively managing their projects with diligent professional oversight and claims avoidance.

Each “Request for Change Order” is a potential claim against the project. The lead Project Manager PMT member and the Construction Managers will perform a thorough analysis of each request to determine if the claim has validity:

- Liability or entitlement (is the claimant entitled to compensation)
- Causation (causation is the bridge between the claim event and claim damages)
- Damages (damage calculations vary with the claim type)

Clearly, the most economical form of dispute resolution is dispute prevention through an application of the claims avoidance approach described above.

Project Management staff, along with the Construction Managers, will aggressively pursue resolution of claims before they become disputes

4.1.4 INTERNAL PROGRAM BUDGET RE-ALLOCATION

Program Management anticipates that the District will revise individual project scopes and that budgets will have to be adjusted to meet the project revisions.

When the District requests a change that affects the cost of an individual project, Maas’s Program Manager will bring it to the attention of the District Asst Supt for Business. The Asst Supt for Business will be responsible for approving the reallocation. The Program Manager will forward the reallocation request to the Program Manager’s Accounting Assistant (and the designated Project Manager).

Upon approval of the budget adjustment by the Board of Trustees, the Program Manager’s Accounting Assistant will provide a signed and executed copy to the Project Manager, and District Contract Administrator for uploading to the County web site. A copy will also be provided to Maas’s Senior Project Manager who will file in the Project file. The MAAS staff will update the Project Management Software with the reallocation.

4.1.5 REVISED BUDGETS

Project budgets will be revised as required in the contract or at prescribed intervals.

The Maas Accounting Assistant will prepare the budget revision and review it with the Project Manager. Once approved by the Program Manager, the Program Manager will review the budget with the Asst Supt for Business.

Upon approval by the Asst Supt for Business, the revised budget will be returned to the Maas Accounting Assistant. REFER TO EXHIBIT H Revised Budget Approval Form.



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4.0 PROGRAM ADMINISTRATION

4.2 Contracts, Purchase Orders & Expenditures

4.2.1 OBJECTIVE

The objective is to define administration of Grant Program expenditures, regardless of type, in accordance with mandated auditing and grant funding source requirements. All costs associated with this program must be accounted for adhering to the Grant Agreement, the Grant Approved Budget, as well as Federal, State and Local guidelines pertaining to the use of Public Funds in construction.

4.2.2 CONTRACTS & PURCHASE ORDERS

Contracts and/or Purchase Orders will be assigned and initiated through SSUSD Fiscal Services at the request or direction of MAAS. Payment terms negotiated between SSUSD and a Consultant/Vendor will be adhered to, as practicable, to eliminate payment delays or liability issues. Documents that engage the service of any Contractor, Subcontractor, Vendor or Consultant, where it relates to the spending or committing of Grant Program funds, must be reviewed and approved by the authorized MAAS Program Manager, prior to being submitted for final approval by SSUSD. No contracts or agreements may be executed without the express knowledge of the Program Manager and SSUSD. Upon approval by the Program Manager, all contracts and/or agreements will be forwarded, for final approval, to SSUSD Financial Services, Att: Asst Supt of Business Services

The following authorized signatures will be required on all purchase orders in addition to all requests for purchase order and/or change orders:

- Pamela Pence – Maas Companies - Advisor
- Christina Giraldo – Asst Supt for Business Services - Authorizer

Contracts, purchase orders and / or agreements will not be valid unless signed by the above listed Program Representatives, submitted for approval on the appropriate Request for Purchase Order (EXHIBIT B) and Request for Change Order (EXHIBIT C). *The time needed to execute a Contract or Purchase Order from the time a proposal or estimate is received in the MAAS Management office is 5 business days. Exceptions may require a more rapid turnaround of a Purchase Order or Contract Execution Request. These will be handled on a case by case basis. All efforts will be made to adhere to the 5 day processing time.*

4.2.3 ACCOUNTS PAYABLE & BILLINGS

All invoices relating to payment for services rendered on behalf of the Grant Program must be received in the MAAS office. They will be reviewed and approved as outlined below, before being processed for payment by SSUSD. Every invoice must be submitted with a Control Form (Exhibit A). The Control Form will drive the approval and payment process and authorize SSUSD Accounting to proceed with payment. Each Control Form requires 3 signatures for approval. The following are authorized to approve Consultant/Vendor invoices:

- Pamela Pence – Maas Companies - Advisor
- Christina Giraldo – Asst Supt for Business Services - Authorizer



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When invoices are received in the MAAS office, they will be reviewed for completion of work, costs analysis and documentation per the Invoice/Pay Application Document Checklist (EXHIBIT E). MAAS must approve or reject all invoices. Invoices that are approved by MAAS will be forwarded to the Program Manager for review and approval. The Program Manager must approve or reject all invoices.

Upon approval by the Program Manager, invoices are forwarded to the Asst Supt for Business Services for review and approval and then forwarded to the District accounting staff for payment. Asst Supt for Business Services must approve or reject all invoices within 2 business days from receipt of invoice from Maas. At no time should it take more than 7 days to approve or reject any invoice from a Consultant or Vendor.

Invoices **not** approved by MAAS will be returned to Consultant/Vendor with instructions from MAAS to correct or amend before resubmission (EXHIBIT D).

Invoices that have been approved by MAAS, but **not** approved by SSUSD, will be returned to MAAS with explanation for rejection and instruction on steps needed to complete the invoice conforming to SSUSD requirements. Invoices are not considered approved and ready for payment until the Consultant/Vendor Invoice Approval Control Form (Exhibit A) has been signed by all authorized representatives. REFER TO FLOW CART 10.6 Invoice Tracking Flow Diagram.

INVOICE PROCESSING

All invoices are to be directed to:
Sierra Sands Unified School District
c/o MAAS
Attention: Melissa Naslund
113 W. Felspar Avenue
Ridgecrest, CA 93555

All invoices must include the Project Number, Agreement Number, or the Purchase Order Number.

When the invoices are received in the Maas Program Management office (by any method), they will be stamped with the incoming correspondence date stamp.

4.0 PROGRAM ADMINISTRATION

4.3 Grant Web Site Maintenance

4.3.1 OBJECTIVE

Update of a dedicated website is essential over the life span of a large scale, publicly funded education capital program. This policy and procedure defines ongoing Grant Program website maintenance.

All data associated with this program must be accounted for in accordance within the SSUSD Grant Program Agreement, Program approved scopes, budgets, financials and/or general grant language and schedule updates.



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4.3.2 SCOPE

All documents received and authorized which are pertaining to the Scope and/or General Grant Language shall be compiled into a web presentation by MAAS, appropriately filed in the master filing system, distributed to all directive committees, and approved and accepted by SSUSD Asst Supt for Business Services.

4.3.3 PROGRAM BUDGETS

All documents received and authorized which are pertaining to Program Budgets shall be compiled by MAAS into a web presentation, appropriately filed in the master filing system, distributed to all directive committees, and approved and accepted by Asst Supt for Business Services.

4.3.4 FINANCIAL DISCLOSURE

All documents received and authorized as pertaining to the disclosure of financial information shall be compiled by MAAS into a web presentation, appropriately filed in the master filing system, distributed to all directive committees, and approved and accepted by SSUSD Asst Supt for Business Services.

The following key representatives shall forward data directly to the Program Manager for website updates:

- Construction Manager
- Director of Facilities Services
- Assistant Superintendent for Business Services

4.3.5 PROCESS FOR WEBSITE UPDATES

All data to be incorporated into the Grant Website will be input the last Wednesday of every month. Data should be received one week prior to input for review. Any information received after cutoff will be submitted the following month. Any exceptions to this procedure should be approved by the Asst Supt for Business Services

Formats will be modified as required as they relate to headers, logos, font, style layout, special images and characters, color, directories and legends.

Static images, language (scope, etc.), matrixes, schedules, meeting minutes, agendas and key contacts will be updated monthly as necessary.

Email data, bulletin boards, bid notifications, state agency links, MAAS link and all other approved web links will be updated and/or modified as necessary.

4.3.6 EXECUTION

Hard copies of the modified and/or added data, as mentioned above, will be printed as they will be shown on the bond web site, and approved by the following:



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- Program Manager
- Asst Supt for Business Services
- Superintendent of Schools

The link to each of the pages via ID through the Program Manager will be linked by the SSUSD IT department.

4.0 PROGRAM ADMINISTRATION

4.4 Document Control - DRAFT

4.4.1 Objective

Document control is a critical part of the centralized database used to facilitate all program-wide project related costs, communications and controls. The objective of Document Control policies and procedures is to establish necessary protocols, coding and logs governing incoming and outgoing correspondence, technical documents and reports over the duration of the program.

4.4.2 Document Control System

MAAS builds document controls around Prompt.ed, a client-server based Windows application that has been web-enabled. Prompt.ed supports status tracking and control of all elements in the project management cycle.

All components are inter-related for efficiency and control. The application has a flexible 20 character cost code definition field which allows users to build and manipulate complex cost reporting requirements. Through a combination of forms, logs and reports to integrate gathering and reporting data, the software has extensive custom report writing capabilities and the ability to add custom data fields to tailor a workflow process to a particular need.

All project related data is generated through the system and stored in the database, making the data instantly available for searching and updating. The system also has a customizable Project Center to alert the users of items due and past due. It also displays project analytical data. Access to components within the database can be restricted at the project, module or document type level. Read/Write permission can also be applied on a more general basis.

4.4.3 Document Management Procedures

The project team will use a document scanning and indexing application called Image Tool. Integrated with Prolog, Image Tool works in conjunction with the Citrix environment. All project files are stored and retrieved electronically through Prolog or over the web. Scanned images on the Document Control Drive on the server are attached to the Prolog entry, utilizing coding relating to the client's WBS. We set Prolog up so there is relationship between our Prolog system and County/District Accounting WBS codes.



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Similar to an outline, Prolog consists of different levels of detail by subject starting with the Project name and drilling down to the project folders and modules. The intent of the distribution of detail on various levels is to simplify activities into small, manageable modules that can be easily monitored. Refer to Exhibit F Document Control Process Flow.

4.4.3.1 Prolog Coding:

Prolog is used by the project team members to label each document with a code. The document for filing will be stamped to show the date, file code, and vault access (The vault is the folder posted on the web. This section on the stamp is for the internal processor to know where to put the document on the web). The file code represents a file in which the document will be kept for the project's duration. It is the responsibility of the Project Manager (PM) to ensure that all documents are properly coded, dated and filed. In addition to the above coding and filing duties, the PM has specific handling responsibilities for each document depending on the document type.

After the document is properly coded, it is scanned and indexed. During indexing, the document is also run through optical character recognition (OCR). Both the image and text file are linked to the Prolog database and stored on a SQL server. This allows all documents or project files to be retrieved electronically. Because the documents are "OCR'd", the ability to text search for relevant documents and build a history is a powerful tool.

Additional features of the software allow printing, faxing and e-mailing of retrieved documents. Documents are easily archived to CD-ROM to facilitate project closeout, and are easily ported into a client's enterprise system.

The folder structures containing the documents are flexible and all file formats are industry standard. Image Tool also has the ability to annotate and markup documents. Another powerful feature is that the documents can be instantaneously published to a website behind secure password protected vaults. This allows project participants access to project files, regardless of location, simply by using the Internet and browser software. There is an upload feature built in to work within the Citrix or thin-client arena. All project files are scanned locally at the project site and batch processed. These files are uploaded via Citrix to EIS Pro's central server where they are indexed, OCR'd, and if necessary, published to the web.

4.4.3.2 Incoming Correspondence:

All incoming (to PM) correspondence, other than a letter, must include a cover letter or transmittal. When a document is received from an outside entity, the document is copied for the intended party and stamped COPY. The document is for the recipient's information and use. The original document is stamped ORIGINAL and the document is marked using the Prolog stamp in the upper right hand corner of the document. The document will be scanned and filed in the project database.

4.4.3.3 Outgoing Correspondence:

If the correspondence is other than a letter, the correspondence must be accompanied by a Cover Letter or Transmittal. The Administrative Assistant will then make a copy of the transmittal and all back-up documents. The original will then be forwarded to the intended recipient and the copy(s) will be scanned into the project database.



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4.4.3.4 Meeting Minutes Processing Procedures:

Project Management Team (PMT)

1. The PM may record meetings or designate the Administrative Assistant to do so.
2. The meeting minutes are to be completed in Word and issued as pdf
3. Upon completion of the typed "draft" minutes by the Administrative Assistant, the minutes must be provided to the PM for review and comment.
4. After changes and modifications are made, a final scanned copy is placed on the web and in the project file. As appropriate, they are distributed to all attendees.

Regular Meetings – Owner/User and Other Meetings

1. All meetings will be recorded.
2. The meeting minutes computer file is located on the server.
3. Upon completion of input, "draft" minutes are to be sent to the attendees for review and comment.
4. After changes and modifications are made, a final copy is placed on the web, scanned for file, and distributed to attendees.

4.4.3.5 Drawing Control:

Document control ensures that record drawings are kept current throughout the construction phase of the project and are completed and filed after completion of the project. The PM shall be responsible for ensuring that the Contractor is adequately maintaining record drawings that accurately reflect field conditions. The PM shall also be responsible for ensuring that the record drawings are submitted in accordance with the requirements of the specifications.

The PM and the Project Engineer shall review the specifications and become thoroughly familiar with the requirements for record drawings.

The drawing, once reviewed by the PM, will be given to the Administrative Assistant. The drawing will be date-stamped on EACH page and returned to the PM for his keeping.

4.4.3.6 Control Logs:

The purpose of Project Control Logs is to establish a common tracking system for the project team, allowing easy reference and retrieval of construction related documents.

There are five (5) document types that will be tracked during the construction life of the project. These reports are:

- A. Submittals
- B. Requests for Information- RFI
- C. Change Order Request- COR
- D. Change Orders- CO
- E. Notice of Non-Compliance/ NNC



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The PM is responsible for all project control logs. The specific responsibility for the delivery and maintenance of logs is defined below.

The PM's Administrative Assistant will publish the Change Order Log as needed, and provide and maintain the RFI Log, and Submittal Log. Log documentation and reports will be maintained and available throughout each construction project.

4.4.3.7 Control Log Definitions:

Submittal Log: The submittal log tracks the approval process of Submittals from the Contractor to the Architect, Architect/Contractor to Owner, Architect/Owner back to the Contractor.

Request for Information (RFI) Log: This log provides information such as who asked the question, when the question was asked, who answered the question and when the answer was given to the Contractor.

Change Order Request (COR): This log follows the change order process from issue of an RFI, to a Contractor's request for a change order, through negotiations with the Contractor, and may finally result in a change order.

Change Orders (CO): The Change Order log tracks the processing of a change to the Contract once negotiation for a Contractor's change proposal has been received and approved.

Notice of Non-Compliance (NNC) Logs: These are listings of all deficiency notices generated during the project until they have been corrected by the Contractor and accepted by the Architect/Engineer, Inspector of Record, and PM.

4.0 PROGRAM ADMINISTRATION

4.5 Labor Compliance

4.5.1 OBJECTIVE

All State and Federally funded construction projects under the Grant Program must conform to Federal and State Labor Law requirements and the District's Labor Compliance Program (LCP). The aim of the following Labor Compliance Policies and Procedures is to ensure these Labor Law and LCP provisions are adhered to throughout the Construction Cycle.

4.5.2 LABOR COMPLIANCE IMPLEMENTATION

The Program Manager will:

4.5.2.1. Review language in Division 0 and Division 1 during preparation of information for bidders to ensure Labor Compliance language is included and that there are no conflicts among the divisions. (This applies to any project with an NTP after April 1, 2003 with any amount of Prop 47 funds.)

4.5.2.2. Conduct Mandatory Pre-construction Conference with contractor and all listed

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subcontractors in the contractor's bid documents. (In the case of multiple-prime contracts, this could be one conference for all contractors and subcontractors). Request that the person filling out the certified payroll for the contractor attend the pre-construction conference or conduct a separate session for the contractor(s)/subcontractor(s)' staff on completing certified payroll documents. (Labor Compliance Manager will conduct meeting.)

- 4.5.2.3. Distribute checklist of Labor Law Requirements and copy of the District's Labor compliance package which includes:
 - Copy of the approved LCP
 - Checklist of Labor Law Requirements
 - Blank certified payroll record forms
 - Fringe Benefit statements
 - State Apprenticeship requirements
 - Copy of the Labor Code related to Public Works and Public Agencies (Part 7, Chapter 1, Sections 1720-1861)
 - Prevailing Wage Rate Determination available at DIR website www.dir.ca.gov/DLSR/statistics-research.html
- 4.5.2.4. Advise contractors and subcontractors of the federal and state labor law requirements applicable to the contract, including prevailing wage requirements, record keeping responsibilities, requirement for the submittal of certified payroll records to the District, and prohibition against discrimination in employment.
- 4.5.2.5. Have the Checklist of Labor Law Requirements signed by the contractor's representative and the District's LCO.
- 4.5.2.6. Advise contractor of responsibility to provide copies of the LCP package to all listed subcontractors and any substituted subcontractors.
- 4.5.2.7. Collect contractor and subcontractor certified payroll records monthly. Collect contractor statement of compliance signed by contractor or each subcontractor indicating payroll records are correct and complete, that wage rates are not less than those determined by the Director of the Department of Industrial Relations (DIR) and that the classifications conform to work performed.
- 4.5.2.8. Verify that contractor has submitted all required documents.
- 4.5.2.9. Forward the documents outlined above to Maas Contracts Administrator.
- 4.5.2.10. Include appropriate language in all bid advertisements concerning the requirements of the Labor Code. (Contracts Administrator responsible for this.)
- 4.5.2.11. Advise Contractor at the Pre-bid conference of the provisions in the contract documents with regard to prevailing wage and the existence of the District's Labor Compliance Program.
- 4.5.2.12. Forward required documentation from contractor to District's Labor Compliance Program (LCP) Consultant Project Manager. Labor Compliance Manager will coordinate with District LCP Consultant on any requests from COD LCP Consultant and/or Maas Construction Contract Managers.
- 4.5.2.13. Initiate service authorizations with LCP Consultant on all projects for which the LCP



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Consultant services are required.

4.5.2.14. Receive fully executed service authorizations (3 copies with "Wet Signature") from Business Services, and distribute as follows:

- One "Wet Signature" Contract goes to LCP Consultant.
- One "Wet Signature" copy forwarded to the School Services Accountant under cover of a "Request for Purchase Order". Request for Purchase Order form includes all the pertinent fund source and/or project number allocation information. Forward this "Wet Signature" copy of the fully executed service authorization to the District Business Services Director with the completed Request for Purchase Order cover sheet.
- One "Wet Signature" copy placed in the applicable procurement file by the Document Control Manager.
- Copy distributed to the responsible Construction Contract Manager.

4.0 PROGRAM ADMINISTRATION

4.6 Communication and Reporting

4.6.1 OBJECTIVE

Communication is essential in maintaining stability, vision and cohesiveness. The MAAS Program Manager will openly and succinctly communicate status, direction, and change among Project Team Members with a "need to know".

4.6.2 MONTHLY REPORT

The Program Manager (PM) will prepare the monthly report with the assistance of the Project Manager and Acctg/Admin Asst. The Monthly Report will include:

- Individual Project Updates
- Overall Project Schedule
- 3 Month Look Ahead Schedule
- Budget vs. Actual Expenditures
- Costs Incurred
- Major Issues/Resolutions
- Progress photos of the construction

The PM will distribute a copy to the Superintendent, Asst Supt for Business Services, the OEA Project Manager and the NAVFAC Liaison. As directed, the Program Manager will provide an electronic copy to specific individuals and will post information on the Grant website. The report will also be formatted into a PowerPoint presentation for projection at the month Meeting of the Board of Trustees.

4.6.3 DAILY CONSTRUCTION REPORTS

The Construction Manager (CM) will fill out daily reports in the form prescribed by the Program Manager. The CM will update the Prolog database with the daily report. The information will be available on at regular meetings for Program staff to review.



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4.6.4 PROGRESS PHOTOS

The Project Manager (PM) will be responsible for taking progress photos:

1. at key areas within the project site
2. at milestone start and finish
3. to document change order proposals or claims

The Program Manager will provide the progress photos in the monthly report to be viewed by the Superintendent, Asst Supt for Business Services, the OEA Project Manager and the NAVFAC Liaison

4.6.5 OWNERS MEETING MINUTES

The Project Manager will prepare minutes from the bi-weekly design phase project meeting. The Program Manager will provide copies of the minutes to the Superintendent, Asst Supt for Business Services, and other key personnel, as directed.

During the pre-construction and construction phases of work, the Construction Manager (CM) will prepare minutes from the bi-weekly design phase project meeting. The CM will provide electronic and hard copies of the minutes to the Superintendent, the Asst Supt for Business Services, the meeting attendees and other key personnel, as directed.

4.6.6 BI-WEEKLY MEETINGS

MAAS will, in concert with SSUSD conduct a Bi-Weekly Program Management Team Meeting (PMT) every other Tuesday in the District Office. The purpose of these meetings will be to address overall Program activities and concerns. Meeting attendees will be limited to SSUSD, MAAS, CM, Master Architects and other key performance related personnel as directed by MAAS and the District.

Project Manager will ensure PMT minutes are recorded and that copies of the minutes are sent to attendees within 8 days of the meeting (If meeting is on Tuesday, minutes will be sent by following Wednesday). See Section 4.4.3.4 *Minutes Processing Procedures* for specifics.

4.6.7 DAY TO DAY VERBAL AND WRITTEN COMMUNICATIONS

Informal communication between staffs of MAAS Staff and the District will take place on a daily basis. The day-to-day communication may be in the form of e-mail, phone conversations, and face-to-face communication. Maas Staff shall at all times utilize a spiral notebook and will take notes of all conversations, noting pertinent information in writing.

Informal communication which impacts the scope, schedule, or cost of the project will be shared with the core team members. This could take the form of an agenda item in the Program Management Team (PMT) Meeting or electronic mail (e-mail) distributed to the core group who attend the owner's meetings. The parties involved in the conversation should agree, first, that the communication will impact the scope, schedule, and cost, and agree on the time and method of communication. The goal is for the entire staff to be "kept in the loop".

Informal communication which will not impact the scope, schedule, or cost of the project, will be shared with the core team members at the discretion of the parties involved in the communication.



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It is anticipated that, in the case of an e-mail, the parties involved in the e-mail will keep copies of the communication and need not forward it to others.

5.0 Program Management

5.1 OBJECTIVE

The primary purpose of Program Management is for the application of effective management techniques to planning, design and construction of a group of projects from inception to completion for the purpose of controlling time, cost and quality. The intent is providing the District with a discipline and comprehensive management system specifically created to promote the successful execution of grant funded capital projects.

5.2 PROGRAM MANAGER

The mission of MAAS is to keep the best interests of District the priority in our daily and long term performance, and this is our overarching role as Program Manager. Program Management is understood to be the MAAS organization delivering expertise, under the leadership of our Program Manager.

The Grant Program's physical and educational improvements are critical to the future of the District and the City of Ridgecrest. This program provides a once-in-a-lifetime opportunity to support K-12 education for the area, to participate in an exciting planning, design and construction program that totally upgrades the existing high school campus and develops a new middle school campus.

MAAS emphasizes to all Project Delivery Team participants (PDT) the following performance challenges:

- Open, frequent, and timely communication
- Program conformance (scope of work)
- Schedule conformance
- Budget conformance
- Quality and innovative performance of service
- Professional accountability

As professional service members of the PDT, all are expected to embrace the SSUSD and MAAS mission of excellence and professionalism in all endeavors. The following sections present guidelines that will assist PDT members in the successful delivery of their expertise.

5.3 APPROVALS AND COMMUNICATION

To expedite the approval process and to assist the PDT organizations in expediting and conforming to project schedules, the Program Managers will encourage and facilitate SSUSD approvals as required by their charter and management policies and procedures. In order to achieve the necessary approvals in a timely manner, it is the responsibility of the organization to provide the appropriate levels of accuracy regarding:

- Program and building area conformance
- Budget and estimate format conformance



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- Recognition of District directives and/or their negative impact upon the project's scope, schedule, and budget
- Complete and coordinated documents
- Required revisions and/or inclusion-mitigation of agency check and back check comments
- Accurate financial back-up information as appropriate

Approvals, at various levels, will be required for all of the following:

- Deviation from project/ program building area
- Deviation from agreed upon project schedule
- Deviation from project budget
- Commencement of next phase of work
- Deviation from pre-approved submittals

All such approvals will be issued in writing by the Program Manager, once obtained from the District. From time to time, the PDT organizations will be required to present their work, and to achieve the necessary approvals. Various levels of approval will be required for items or functions. In general, these levels of approval are progressive, occurring in the following order:

- **Level One:**
PDT Organization (scope, schedule, budget)
Primary User Groups (Faculty)
Agency (as required) – (County, City, State)
- **Level Two:**
Purchasing Director (SSUSD)
Director of Facilities (SSUSD)
Assistant Superintendent for Business Services (SSUSD)
Superintendent (SSUSD)
- **Level Three:**
Board of Directors (SSUSD)

6.0 Design Management

6.1 OBJECTIVE

Design Management aims to realize projects at the highest level of quality, within established budgets and schedules, through the use of systematic management tools across all phases of the design cycle.

6.2 PROJECTS

The SSUSD Grant projects are developed based upon educational and physical need, and all are extremely time and budget sensitive. The type of project varies from engineering systems and infrastructure improvements to modular villages, modernizations, and new building additions and buildings.



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For those Architects, Engineers, consultants, and contractors that have earned membership in the PDT through a rigorous qualification and selection process, SSUSD Grant projects present an outstanding opportunity to provide innovative design and construction services which, if successful, will bring community pride and recognition.

Complementing the OEA Grant requirements and the District's design standards are additional factors and directives that PDT members must accept and implement in the delivery of their professional services:

- The PDT is relationship-driven with emphasis placed upon problem solving and timely, open, and direct communication. A true team approach!
- Differentiation between “need” and “want” as essential in the final designs.
- Communication that is respectful and supportive of District faculty and staff.
- Acceptance of the project's scope, budget, and schedule.
- Strong adherence to the project's program and accuracy and reality in its development and implementation.
- Introduction of new ideas and concepts while meeting standards and design criteria.
- Working within design and palette guidelines.
- Designs that mitigate the desert sun and temperature extremes.
- Professional responsibility and accountability for services; “doing what you say you will do when you said you will do it!”

6.3 SELECTION PROCESS

The selection of Architects, Engineers, Primary Consultants, Construction Managers, Contractors, and Sub Contractors, will conform to all State and Federal purchasing requirements and laws as well as District policies. In general, the process entails the following steps for procurement of professional services:

1. Determination of project need within general scope, schedule, and budget parameters by project
2. A request for qualifications (RFQ) that determines selection criteria such as experience, qualifications. Pricing negotiated with the successful candidate and is not part of the selection process.
3. Solicitation is by means of local media, trade organizations, and the RFQ.
4. Receipt and evaluation of RFQ responses by a selection committee comprised of SSUSD executives, faculty, and end users, who select two to six firms for personal interviews. This selection is based upon preset ranking criteria against the RFQ submittals.
5. Scheduling of Interviews and presentations received by the selected respondents.
6. A short list may be made for additional interviews.
7. Selection by committee consensus.
8. Pricing/Fee negotiations.
9. Execution of a contract with detailed scope of services.
10. Work commencement.

6.4 DESIGN PROCESS

A project that is planned well necessitates a project that ends well!



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It is the Maas responsibility to oversee and to manage the design process to the benefit of the District and its educational programs. Each phase must culminate in an approval from the District and any relevant regulatory agency, and must present a design that is within the project budget.

It is critical that a project have a well planned PROGRAM with supporting budget and schedule. Time is money and the District projects must not be delayed due to non-performance, poor planning or unfounded mid-stream scope or program changes.

The design professional translates the District's requirements and offers creative solutions that meet design guidelines. Each phase of work must have District approval and must be within budget before the next phase commences. All disciplines represented by the Design team will be expected to integrate their specialty into a project solution.

The design process and tasks to be accomplished by the Architect/Engineer (A/E) are illustrated, by phase, in the following management plan.

PROGRAM PHASE – An information gathering phase, culminating in a written document that defines, in detail, the requirements of the project in size, form, function, adjacency, amenity, budget and appearance; also included in this information gathering is survey and documentation of the existing condition, including all engineering disciplines.

SCHEMATIC DESIGN PHASE – A loose graphic depiction illustrating proposed design solutions in the form of floor plans and elevations defining the Program in architectural form; all engineering disciplines provide information in this phase of work.

DESIGN DEVELOPMENT PHASE – Upon approval of a design concept, a further definition of the design in the form of more detailed plans and elevations, illustrating the manner in which function, amenity, code compliance and appearance will be achieved; this phase includes the introduction of proposals for materials, assemblies, finishes, fittings and furnishing layout; all engineering disciplines provide further definition of their work in this phase.

CONSTRUCTION DOCUMENTS PHASE – The final detailed description of every element of the construction requirements of the project, addressing materials, assemblies, code definition, including coordinated drawings and specifications interfacing architectural, structural, mechanical, electrical, technology, civil, landscape, food service, acoustic, threat force and other specialty disciplines.

DSA AND NAVFAC APPROVAL PHASE – Review and approval of the construction documents by regulatory agencies is required; an initial review will elicit comments; the design team will make corrections as necessary to obtain final approval.

BIDDING AND AWARD PHASE – Upon final approval by all eighteen (18) regulatory agencies having oversight of the District's projects, the Construction Manager will assemble bid packages for advertising and soliciting bids from prime trade contractors.

CONSTRUCTION PHASE – Upon execution of trade contracts for the project, construction will commence under the direction of the Construction Manager.

DSA AND NAVFAC CLOSE-OUT PHASE – Closure with certification is absolutely required from both



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Navy and DSA; the CM, the trade contractors, the Inspector of Record and the project professionals shall be responsible to initiate and carry out the close-out phases under the monitoring of the Program and Project Manager.

The design process will include:

- Cost Estimates
- Constructability reviews
- Program validation
- Way finding
- Landscaping
- Sustainability and energy conservation where reasonable
- I.T. Systems
- Environmental compatibility
- Schedule validation

The Design team must work in partnership with the District using established procedure to ensure project completion on time and within budget.

6.5 PROJECT DELIVERY TEAM

The Project Delivery Team (PDT) consists of all architects, contractors, sub contractors, and specialty consultants who enter into a formal contractual relationship with the District and/or its authorized agents, MAAS.

6.6 PROGRAM OF WORK

The Program of Work delineates the Design, Construction, and Specification standards that all PDT members will use and defines

- Scope
- Schedule
- Budget

Work will not commence without a member's full understanding and acceptance of the Program of Work. Deviation from the project's scope, schedule, or budget requires prior written authorization of the Program Manager and the (School). (REFER TO 5.X).

6.7 DOCUMENTS AND REPORTING

All primary PDT members will fully document their activities and progress on a timely (at a minimum, monthly) basis to the Program Manager. This reporting will be by means of:

- Meeting minutes
- Monthly reports
- Verbal Presentations



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6.8 APPROVALS

The Design team must plan adequate time for thorough preparation of drawings and SSUSD and agency approval of them. REFER TO SECTION 5.3

6.9 SCHEDULE CONFORMANCE

The Design team will prepare a detailed design schedule, allowing time for approval of all phases of work, including approval by engineering consultants, prior to commencing with next phase. Format will be electronic.

The Design team will adhere to the master project schedule.

6.10 BUDGET CONFORMANCE

The Design teams will prepare and/or review CSI format cost estimates at all phases of the work. Once budget is confirmed, building area must be maintained. Design revisions will be made to meet project budgets. A project budget will be maintained by the Program Manager.

6.11 DELIVERABLES

Timely completion and accurate coordination of documents can facilitate entitlement, produce more reliable bids and drastically reduce construction change orders. The design team will conduct ongoing constructability reviews and incorporate them into the final documents.

7.0 Construction Management

7.1 OBJECTIVE

The purpose of comprehensive Construction Management methods is to ensure that Projects planned, designed and entitled during pre-construction cycles will be successfully realized during construction cycles of each project.

7.2 METHODS

Current information reveals that California will experience a “construction and population boom” for the next five years. This fact will place a major strain on construction labor and material availability and delivery. In addition, the Ridgecrest geographic location is difficult to access by many qualified potential bidders. Therefore, selection of the most appropriate construction method is critical.

The Program Manager will define alternative methods and strategies for construction and will oversee and monitor all construction activity. Various methods for delivery of the construction include:

- Design Bid Build
- Design Build
- Construction Management – Negotiated GMP
- Construction Management – Multiple Prime (agency or at risk)

Before presenting the advantages and disadvantages of each option, several factors require scrutiny:



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- The size and scope of the project
- Labor availability
- Complexity of the building or infrastructure project
- Subcontractor support
- Material availability
- Ability to negotiate the lowest possible price with desired scope of work to achieve maximum budget results.

Maas will provide an analysis of the various construction delivery methods, identifying the drawbacks and benefits of each as relate to the District, to the Community and to the Projects so that the District can make an informed, relevant and successful decision regarding project delivery

Based upon experience and evaluation of these factors, the appropriate method for construction of the District's grant projects is a hybrid form of construction management using a multiple prime approach under the direction of a CM not at risk.

For smaller projects, the Program Manager may award a bid to a general contractor or multi-prime sub contractor.

7.3 BID AND AWARD

For all methods, District, State and Federal procurement policies and procedures will be followed. Competitive bids will be taken for all trades involved.

7.4 CONSTRUCTION MANAGER

The Construction Manager will be contractually responsible for all means and methods of construction activities from start of work to occupancy. The Construction Manager will report through the Program Manager.

The Construction Manager's minimum responsibilities:

- Site offices
- Project layout
- Safety program
- Management of sub contractors
- Construction schedule
- Agency inspections
- Value Engineering
- Pre-construction constructability reviews
- Bid packaging
- Labor compliance
- Change order proposals
- RFI processing/review/logs
- Shop drawing processing/review/logs
- Code compliance
- Agency close out
- Project close out



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The Construction Manager will work with the Program Manager to develop and review criteria to pre-qualify bidders. Criteria that should be considered:

1. Educational Facilities construction experience
2. Local experience
3. Safety record and Experience Modifier rate
4. Financial resources and stability
5. Record of successful project delivery
6. Client references
7. Staff experience with Educational Facilities, construction, DSA, and the District.

Prior to major construction, the Program Manager will make recommendations to the District for “term contracts” or “Job Order Contracting” that may be used for smaller “get the site ready” work .

The Construction Manager will evaluate the method of performing hazardous material removal. Hazardous materials will likely be encountered in all existing facilities.

The hazardous materials may be removed on a project by project, campus, or partial campus basis. The cost – benefit of all methods will be evaluated.

7.5 APPROVALS

Refer to section 5.3.

7.6 COST CONTROLS

The Program Manager will enforce project cost controls and provide accurate financial data so that the District can make informed decisions per the approved plan.

Validation through estimates and cost control services will be provided throughout all phases of project development including planning, design, and construction. We will measure the performance of the architects and engineers, specialty consultants, and contractors to ensure that they are meeting the District’s budgetary goals. This will include preparation of cash flow projections and reports on budget vs. actual variations and overruns, consistent with the District’s preferred format.

The PDT and the Program Manager will use Prompt.ed and Maas Budget for Cost Control. This program will be implemented based upon system specifications and software provided by the Program Manager. Contract directories of contact lists, original contract information, budgets, commitments, and actual costs will be maintained. Change orders, claims, trends, and invoices will be entered into the system to provide a near real-time financial status of a project. The system will organize and summarize this information at the project or program level.

Meaningful Project Reports are key to successful management of the grant construction program. Project Reports are needed for day to day management and for oversight by the District and the Program Manager. To produce accurate reports, the PDT will use common reporting and control systems and will follow uniform protocols in coding and inputting project data. The Program Manager will identify the specific requirements for the program and project controls system in the early stages of the program. The Finance and Accounting Manager will establish cost reporting systems that will allow



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us to prepare “roll-up” reports to the Program level. Reporting formats are intended to be clear and concise and easily modified to provide information in the format that best meets the needs of the District.

Public owners must deal with the problems of the low-bid requirements of public contracts. These problems are made worse by the increasingly litigious nature of some public contractors. The Program Manager will implement the following strategy to minimize and manage claims liabilities:

- Offer and review with counsel recommended contract language that provides for better control and assignment of responsibilities and risk
- Provide claims and defense instruction in concert with counsel
- Manage the projects with a diligent level of professional oversight and a claims avoidance philosophy from the outset.

Each contractor-initiated “Change Order Request” is, in fact, a potential claim against the project. The Program Manager and Project Manager will perform a diligent analysis of each request to determine whether the contractor has met the three basic tests to establish the validity of their claim:

- Liability or entitlement (is the claimant entitled to compensation)
- Causation (causation is the bridge between the claim event and claim damages)
- Damages (damage calculations vary with the claim type)

Clearly, the most economical form of dispute resolution is dispute prevention through an application of the claims avoidance approach described above. The Program Manager will aggressively pursue resolution of claims before they become disputes.

7.7 SCHEDULE CONTROLS

We will assist the CM in the use of computerized critical path scheduling, a sophisticated construction and project management tool that enables all parties to coordinate and complete projects more quickly.

Critical path scheduling allows easy calculation of cause/effect scenarios. The Construction Manager will provide regular schedule updates, independent critical path schedules, short term (“look ahead”) schedules, and roll-up schedules using Primavera’s P3 software.

Since delay claims are often the most costly and complicated to resolve, the Program Manager will use specific dispute avoidance strategies relative to contractor construction schedules to mitigate delay claims:

- A strict approval procedure for initial Construction Manager and Contractor schedule submittals.
- Strict adherence to the approved schedule
- Analysis of the contractor’s work progress and short-term schedules to proactively mitigate delays.

Classes may be held days, evenings, and weekends year round. It is imperative that the project be accomplished with as little disruption to students and staff as possible. An implementation schedule and project specific strategies will be developed to minimize the impacts of construction on the mission of the District – education.



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The Program Manager will maintain and monitor the owner's Master Schedule to coordinate all levels of project activities including administrative planning, design, construction and occupancy.

The Master Schedule will be revised as necessary to reflect changes in priority, available funding, and impact on District mission.

A three-month look-ahead report from the Master Schedule will be issued to provide the District with a preview of upcoming decisions, approvals, and activities.

All work will be coordinated and scheduled to avoid overlap of activities or rework. We will also work closely with the faculty to minimize the impact of construction noise, dust and vibration.

Project phasing will be logical. The number of projects that will be undertaken on campus at one time will be limited. The Program Manager will consider Campus operations and environmental impact in the preparation of the schedule.

Budgets will be cost loaded to assist with the review of various types of reports and invoicing. Upon completion of the baseline budget and schedule, and determination of tasks to be completed, the PM will load anticipated schedule into the budget. Cash flow projections will be calculated from the schedule loaded budget.

The Program Manager will aggressively review all schedules, minimizing exposure to potential delay claims.

The Program Manager will prepare a "what if" analysis when considering multiple projects or combinations of project delivery strategies.

7.8 CONSTRUCTION

The Construction Manager will be responsible for all construction activities, sub contracting, weekly meetings, monthly reports, detailed construction schedule, schedule conformance, budget conformance, agency inspections, and project close out/start-up.

7.9 CONSTRUCTABILITY REVIEWS

Maas has a three-phase approach to constructability reviews for all projects:

1. All projects, programs and schematics are reviewed by Maas to ensure compliance with project scope, schedule, and budget. This review also includes campus standards, I.T., and infrastructure compatibility and connections.
2. At the completion of the Design Development phase for all projects, we hold a formal and detailed constructability review with written comments to the A/E team. The architects/engineers incorporate these comments into the construction documents.
3. At the 75% completion of Construction Documents, the Construction Manager will perform a detailed constructability and document coordination review with written comments for all



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drawings and building operating systems. This review will be managed and reviewed by Maas. The A/E teams will once again incorporate all comments prior to DSA submittal.

7.10 CLOSEOUT

The Construction Manager will manage, prepare, and coordinate all close out activities including all agency requirements, warranties, and certifications.

7.11 BULK PURCHASING STRATEGIES

In conjunction with our delivery method analysis, we will also advise the District of opportunities to expedite project schedules or reduce project costs by recommending the District directly procure equipment and/or materials.

7.12 LONG LEAD PROCUREMENT IDENTIFICATION

Long lead procurement could fall into different categories of procurement:

1. procurement by a contractor or subcontractor; and
2. procurement by the owner

Both have the potential to affect the construction schedule and need to be considered when scheduling all projects. Long lead procurement by the contractor may mean that steel or exterior systems may take months to get based on the sophistication of the system, geographic region it comes from, or backlog of the system ordered previously by other projects. This “reality” needs to be validated before durations are assigned to a project construction schedule and the project is bid.

Long lead procurement by the owner has the potential to delay the contractor’s schedule if the owner cannot provide the system in a timely manner to integrate with the contractor’s work. Emphasis needs to be placed on the potential cost benefit of providing any owner furnished equipment as it adds an element of risk to maintaining the schedule. If systems are to be owner-provided the systems need to be identified early and work backed into the schedule to account for activities needing to take place prior to a system’s arrival on site. This is of particular importance when the Public Contract Code influences the procurement process.

Potential contractor and owner long lead procurement systems that will be considered include:

1. Pre-cast and other specialty exterior systems
2. Larger or uncommon steel shapes
3. Kitchen equipment
4. Specialty laboratory equipment
5. Specialty structural isolation systems
6. Technology systems
7. HVAC equipment
8. Factory Built structures



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8.0 SAFETY, SECURITY, AND DEMEANOR

8.1 OBJECTIVE

Safety First - Safety and security is the responsibility of all PDT members, their objective is to ensure these critical functions over the duration of the program. Accordingly, all PDT participants will support the District Safety Program and its rules and regulations at all times on school campuses.

8.1 SAFETY AND SECURITY

All members of the PDT will be cognizant and supportive of their own organization's safety plans and/or policy directives. They will also support and adhere to the District's Safety and Security programs and directives. The District's Safety and Security program and directives will be provided to the PDT members before starting work.

Construction Managers and/or Prime Contractors are required to provide detailed safety plans for their projects and sub contractors. These will be enforced by the Contractor. Hard hats, appropriate clothing, eye protection, and foot wear, as required, will be donned before entering a construction zone.

Security is critical to the District and its Program Managers. The following are basic requirements of all PDT members and their crews:

- Identification badge (provided by the District) and worn at all times while on campus.
- Names and contact information of primary project participants
- Emergency contact personnel

It is the responsibility of all PDT members to be aware of any and all safety or security improprieties at all times. PDT members will immediately report safety or security improprieties to a Program Manager.

8.2 BADGES/PARKING

At the peak of design and construction, more than 300 new faces may be on campus. To ensure security, each PDT member will be responsible to obtain a State of California mandated, District-issued photo identification badge to wear on any District property. Contractors and Construction Managers will wear photo identification badges. Contractors will provide appropriate identification for their construction workers. Visitors and staff will require parking permits and will park in designated areas as directed by the Program Manager. All badges and parking permits will be monitored by the Program Manager.

8.3 SUBSTANCE ABUSE

The school campus, as well as all project sites, will be drug and alcohol free at all times. Each PDT organization will police their personnel.

Contractors and/or sub contractors will provide random drug testing at their own expense. A positive



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drug or alcohol result will require permanent dismissal from the project and project site.

8.4 DRESS AND DEMEANOR

While on District business, all PDT members will be appropriately attired.

PDT members will not use abusive language while on campus. Socializing with students is prohibited. All construction areas will be free of graffiti and objectionable graphics. Personal radios or other entertainment devices will be strictly prohibited on school sites.

8.5 EQUAL OPPORTUNITY

All PDT members will support equal opportunity employment and exhibit professional comportment toward others at all times.

8.6 DISASTER PLAN ASSISTANCE

Preparedness is required in anticipation of a crisis such as a terrorist threat or earthquake.

In the event of a crisis, Senior Management, Program Managers and PDT Organizations may be called upon to assist the District. The following topics will be addressed at the discretion of the District and amended to this document:

- Disaster Definition – number of casualties and/or type of incident (i.e. fire, flood, explosion, seismic event, or riot)
- Disaster response teams and means of notification
- Disaster alarms
- Triage Areas
- Utility shut downs
- Communications
- Emergency operations center
- Planning drills
- Medical response teams
- Evacuation routes
- First aid stations
- Media protocols
- Bomb threats
- Sit – Ins
- Hostage situations
- Safety awareness program



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9.0 Quality Assurance / Quality Control

9.1 OBJECTIVE

The purpose of a quality assurance / quality control program is to set out requirements of superior value (quality), demonstrating these requirements, and assuring they are met by controlling processes for achieving agreed requirements.

9.2 PROGRAM

The Program Manager will establish a quality assurance / quality control program that encourages all members to consistently participate in scope, schedule, and budget conformance reviews.

9.3 DESIGN MANAGEMENT

Design Management will adhere to the District's design standards. The Program Manager will conduct aggressive pre-construction reviews, focusing upon ease of construction, compatibility of materials, and completion and coordination of documents. The PM will schedule project professionals and CM to perform cost estimates at key milestones. The reviews will be based upon existing checklists.

9.4 CONSTRUCTION

Construction Management will provide thorough, day to day oversight and coordination of construction and will ensure compliance with the safety program.

Construction Management will closely coordinate and communicate with the appropriate campus faculty to minimize negative impact on education. Construction Management will develop strategies to minimize noise, dust, and vibration and will coordinate staging, and construction and delivery traffic, to enable campus access and activities.

Construction Management will develop and enforce proactive procedures for managing and processing contractors' Submittals, Requests for Information, Requests for Clarification, Change Order Proposals, and Payment Applications. Claims mitigation and schedule conformance will be of primary concern and timely responses will be generated.

The Program Manager will support the CM to monitor that the contractors are in compliance with the policies and procedures, are manning the projects adequately, are performing in accordance with approved schedules, are delivering the quality that is specified, and that problems are identified early enough to ensure an efficient and effective remedy.

9.5 REPORTING

Regular reporting will be made monthly to the District on construction schedule and budget conformance.



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9.6 OCCUPANCY

Pre occupancy plans will be developed early in the delivery process and submitted for District approval.

APPENDIX 14.1

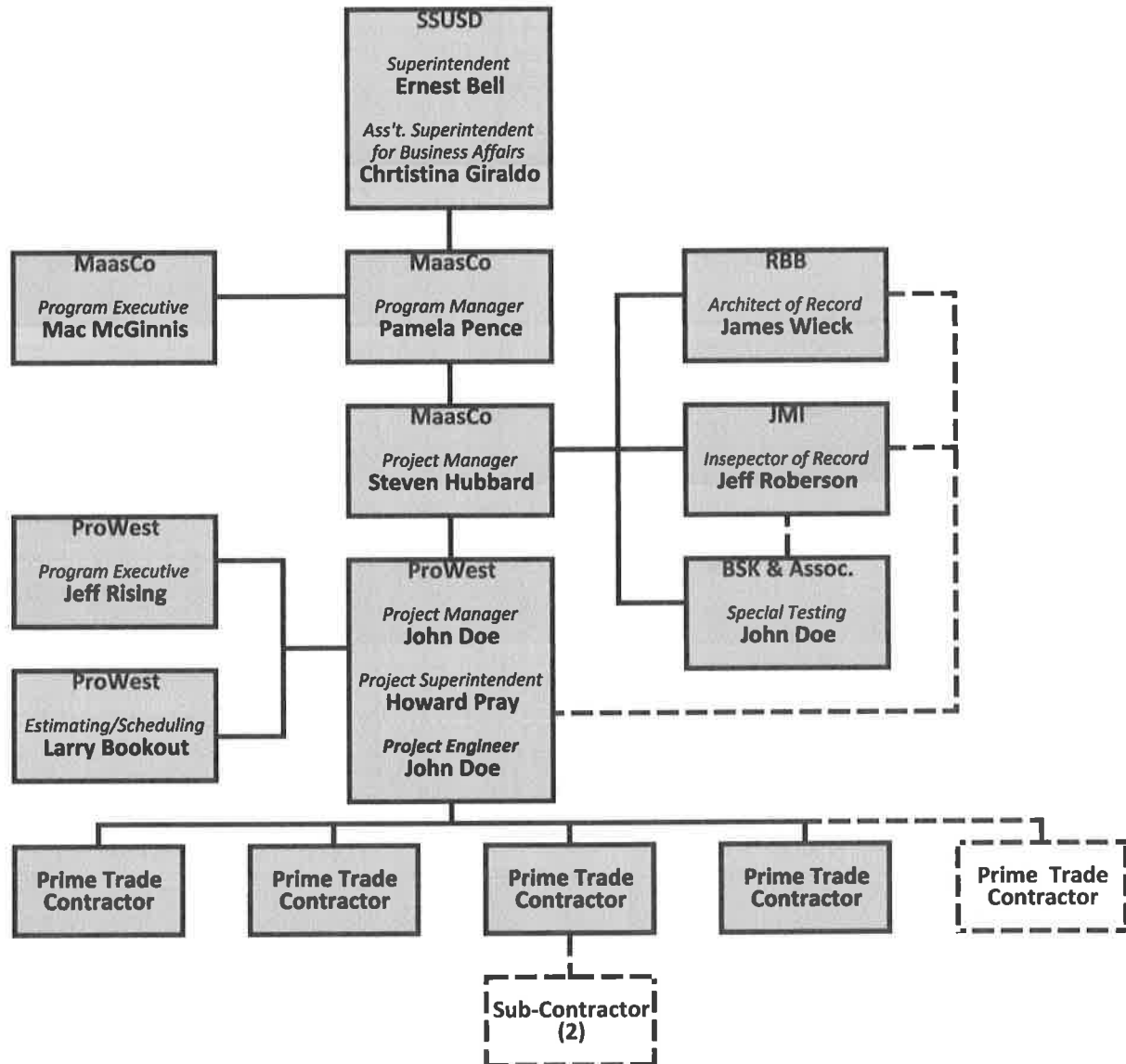
ROLES & RESPONSIBILITIES



BURROUGHS HIGH SCHOOL MODERNIZATION
DSA No. A 03-115512



PROJECT ORGANIZATION CHART ⁽¹⁾



NOTES

- (1) This Chart is intended to demonstrate the organizational structure for management purposed only. The Program Manager, Construction Manager, Special Inspector and Prime Trade Contractor each contract with SSUSD separately and apart from each other.
- (2) Sub-Contractors contract directly to Prime Trade Contractors.



BURROUGHS HIGH SCHOOL MODERNIZATION

RESPONSIBILITY MATRIX

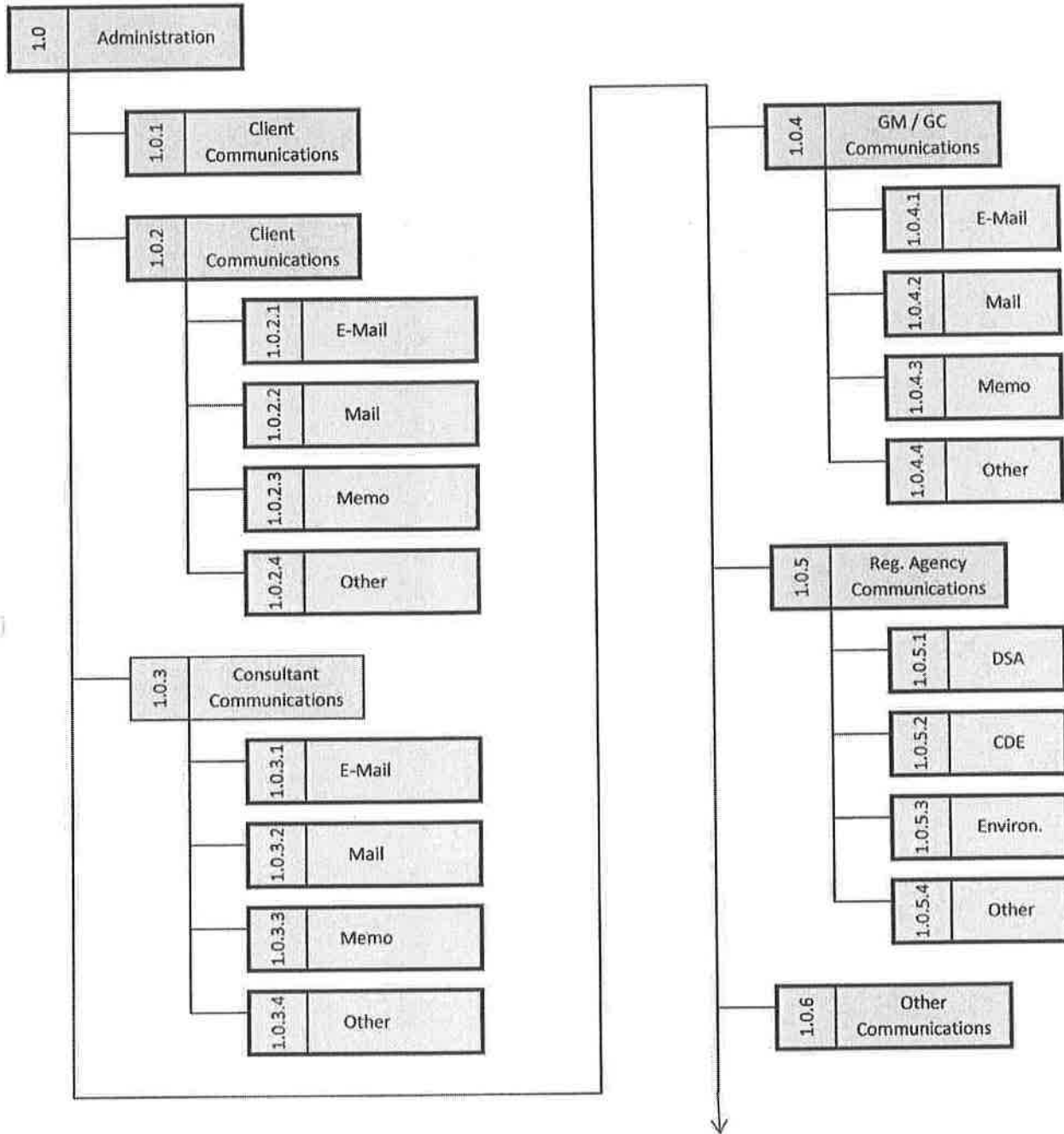


Task	Tracking Log	CM	PM	Deliverable	Comments
PRE-CONSTRUCTION PHASE SERVICES					
Pre-Construction Services Schedule.		X		Schedule	
Pre-Existing Conditions Survey		X		Report	
Constructability Review (QC)		X	X	Red Lined Documents	Independent Reviews
Value Engineering		X	X	Report	Independent Reviews
Sequencing Plan		X	X	Plan Drawing	
Construction Schedule		X		Schedule	
Cost Estimate		X		Detailed Estimate	
BID PHASE SERVICES					
Bid Phase Schedule		X	X		
Bid Package Development & Organization		X			
Bid Outreach	X	X			
Advertising		X	X		
Pre-Bid RFI Management		X	X		Schedule Location
Pre-Bid Conference		X	X	Agenda, Sign-in Sheet	
Bid Opening		X	X		
Bid Processing		X	X		
Bid Evaluation		X	X	Bid Summary	
Notification of Intent			X		
Bid Protests			X		
Board Presentation and Ratification			X	Board Report	
Notice to Proceed			X		
CONSTRUCTION PHASE SERVICES					
Weekly Project Meetings		X		Meeting Notes	
Schedule Management		X		Schedule Updates	
Look-Ahead Schedules		X		Schedule Updates	
Safety Program		X			
Labor Compliance		X			
RFI Management	X	X	X	Concurrent Reviews	
Submittal Management	X	X	X	Concurrent Reviews	
Procurement Management	X	X			
Construction Change Directive Processing	X	X	X	Concurrent Reviews	
Bulletin Processing	X	X			
Potential Change Order Processing	X	X	X	Concurrent Reviews	
Change Order Request Processing	X	X	X	Concurrent Reviews	
Change Order Processing	X	X	X		
Allowance Management	X	X	X		
Payment Application Review		X	X	Concurrent Reviews	
Payment Application Processing		X	X		
"As-Built" Document Maintenance		X			
CLOSE-OUT PHASE SERVICES					
Punch List		X	X		
Warranties & Guarantees		X			
Operating & Maintenance Manuals		X			
Scheduled Training		X	X	Concurrent Reviews	
Closeout Management	X	X	X		

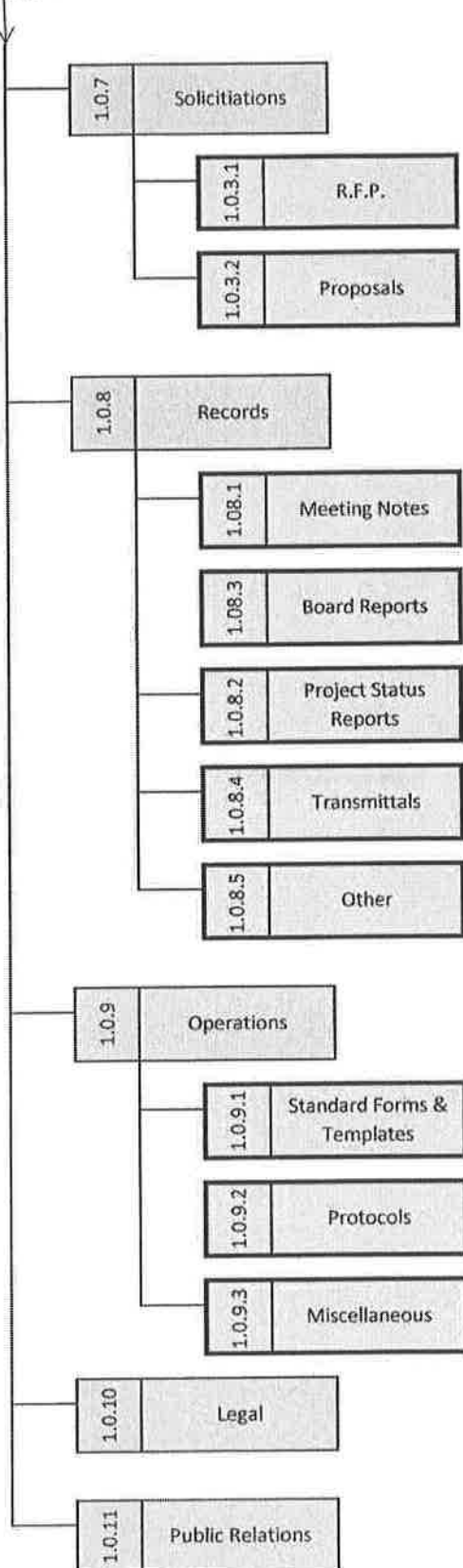
APPENDIX 14.2 PROTOCOLS

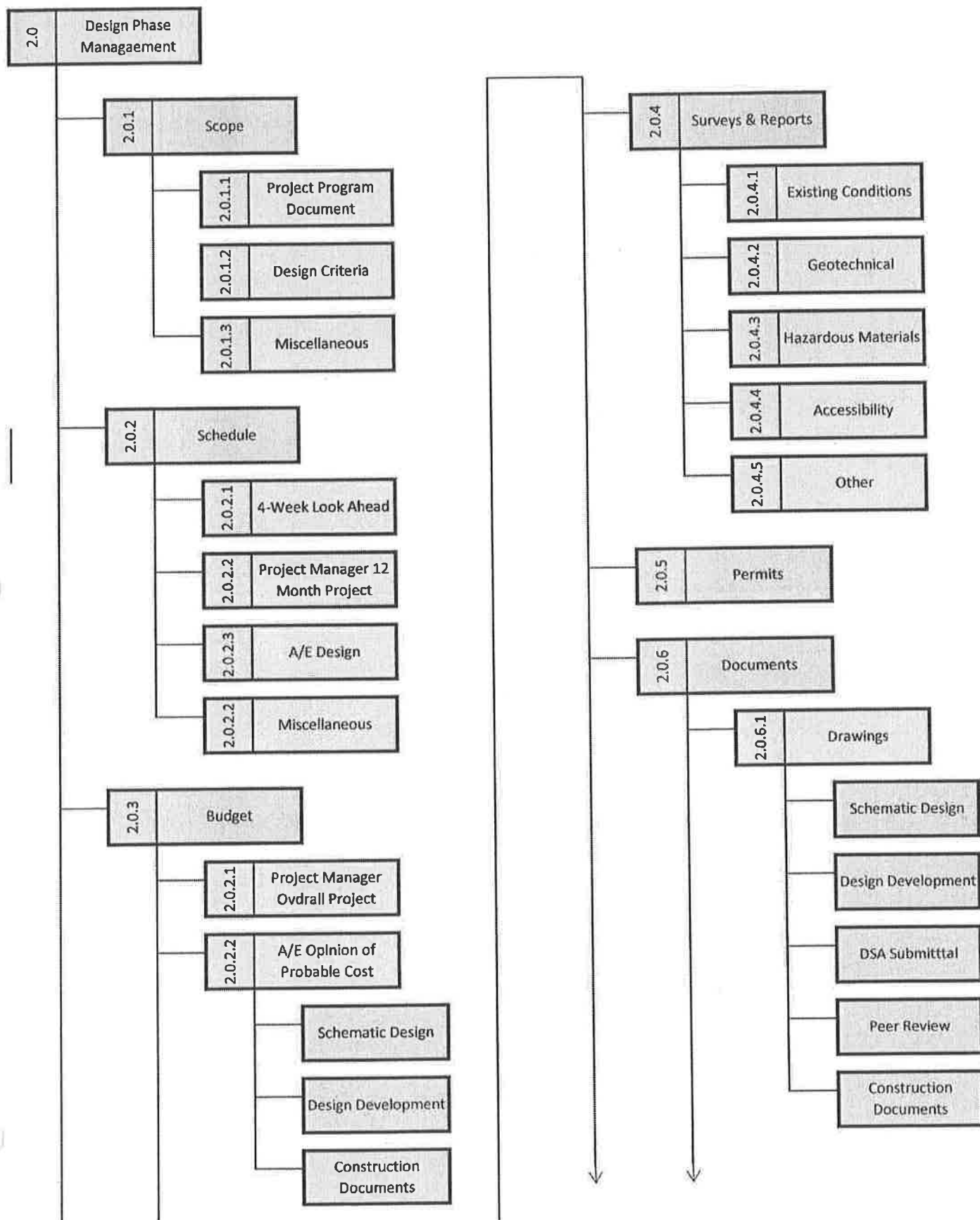
Client / Owner
**PROJECT
 FILING SYSTEM**

Date

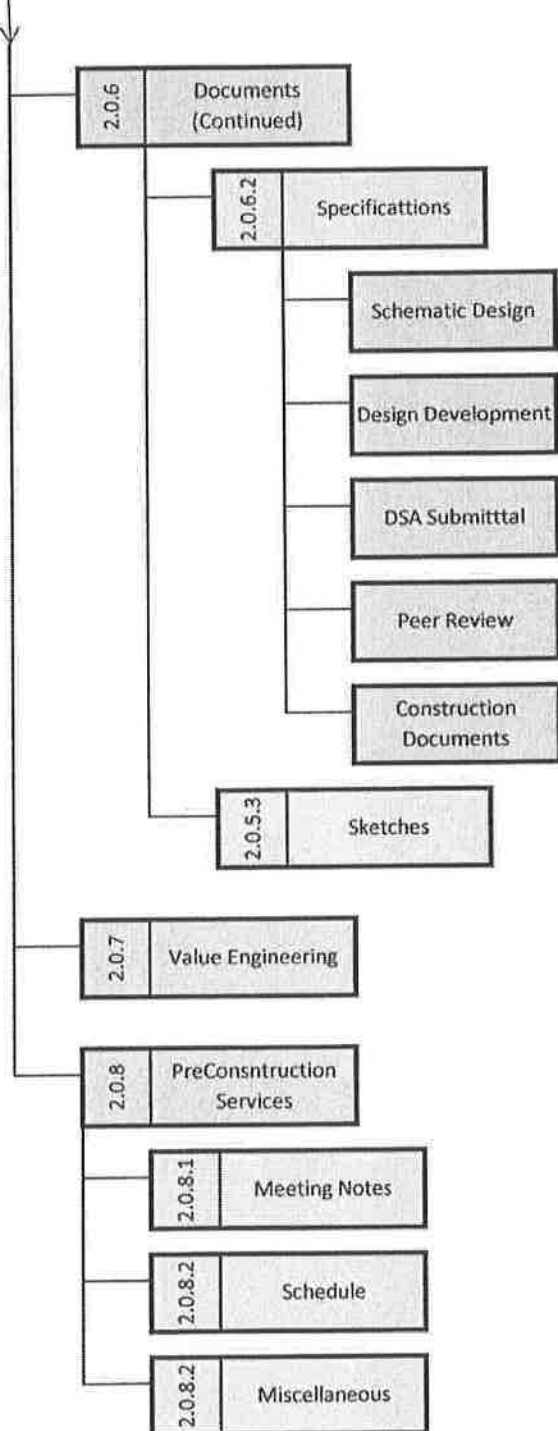


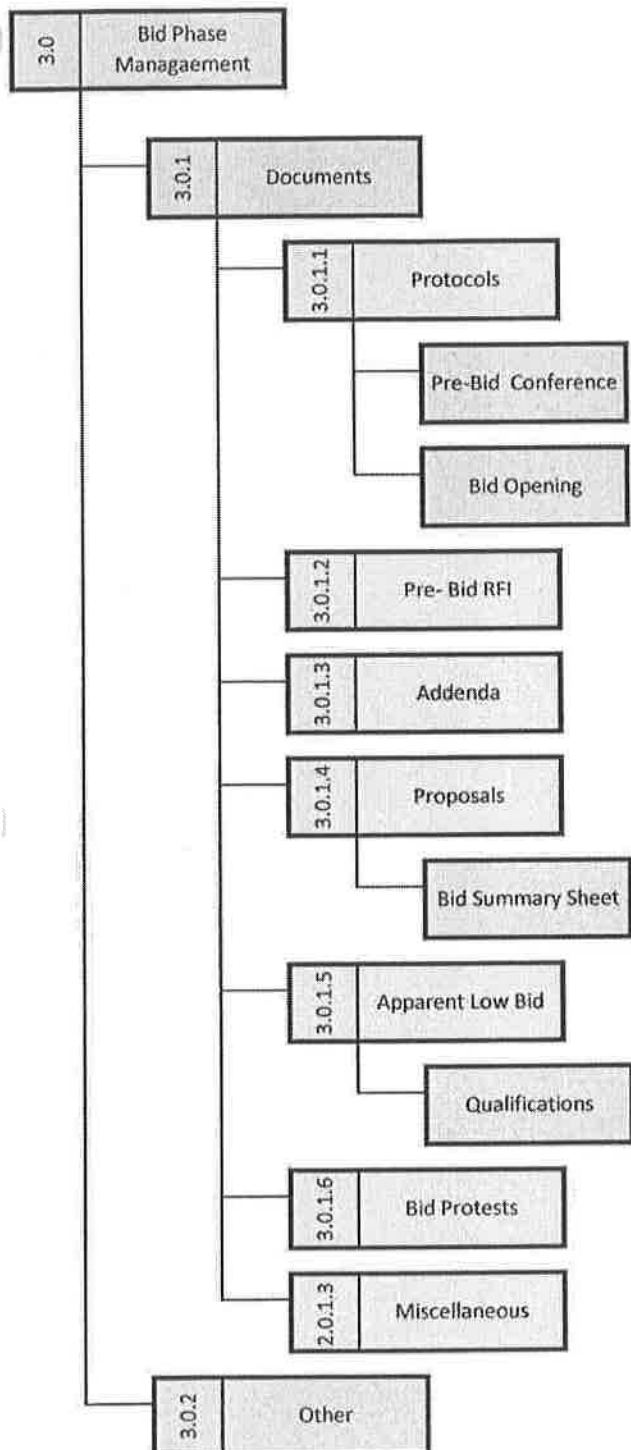
Administration (Cont'd)

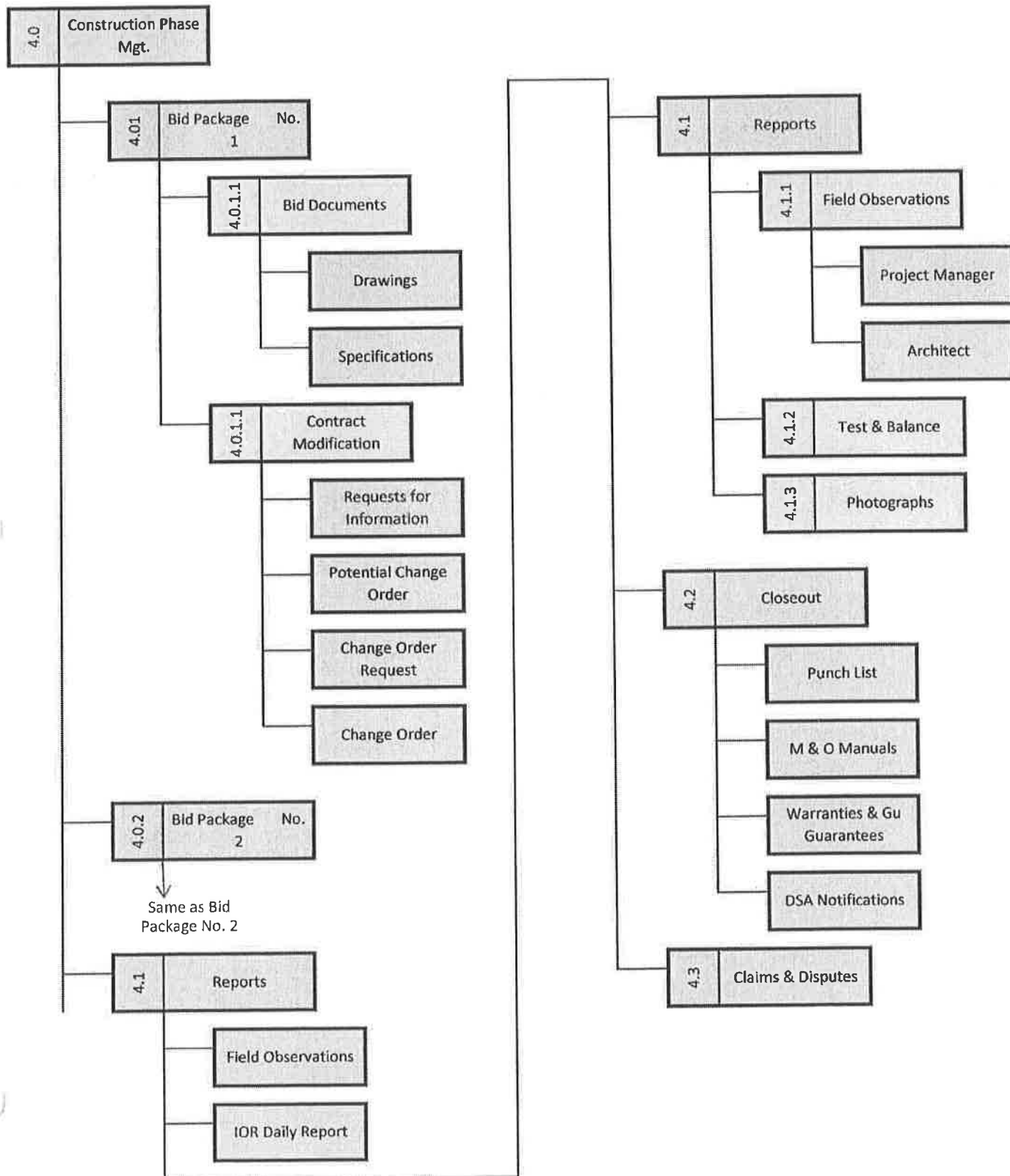




Design Phase Management (Continued)







BURROUGHS HIGH SCHOOL MODERNIZATION

DSA No. A 03-115512

PRE-BID REQUEST FOR INFORMATION PROCEDURES

The following procedures are to be followed for processing all Pre-Bid Requests for Information (RFI).

RFI Log and Logging Protocols

- The SSUSD Project Manager (PM) will develop and maintain a log that tracks all activity related to each Pre-Bid RFI. The log will date and annotate (where appropriate) each receipt and each transmittal of the RFI.
- Each Pre-Bid RFI shall be limited to one issue only. RFI's addressing multiple issues will be so noted and returned without action.
- Each RFI must clearly identify the originator, the date of initiation and clearly describe the issue, making reference to Drawings and/or Specifications where appropriate.
 - The originator may, at their option, make recommendation for resolution to the Request.
 - At this point, there is no presumption of a change to the Contract, either in cost or time.
- Prior to logging, the PM will assign each Pre Bid RFI a unique alpha-numeric designator.

Pre-Bid RFI Processing

- Refer to Flow Charts Exhibit X for a graphic description of RFI processing procedures.
- The PM will determine the proper routing of the Pre-Bid RFI.
 - Questions relative to Construction and Contract Documents will be directed to the Architect of Record (AOR)
 - Questions relative to schedule, sequencing and job site conditions, policies and procedures will be directed to the CM.
 - Questions relative to Contract will be responded to by the PM.
- If the Pre-Bid RFI is deemed without merit, unclear or incomplete, it is annotated and returned to the originator with comment.
- If the Pre-Bid RFI has merit, is clear and complete it is forwarded to the appropriate party for response.
- The AOR responds and returns to the CM.
- The Pre-Bid RFI response is returned to the PM for action
- Where appropriate the PM coordinates with the AOR for the preparation of Addenda the clarifies the RFI
- Addenda will be posted on the District website and at the reprographics company.

BURROUGHS HIGH SCHOOL MODERNIZATION

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REQUEST FOR INFORMATION PROCEDURE

The following procedures are to be followed for processing all Requests for Information (RFI).

RFI Log and Logging Protocols

- The Construction Manager will develop and maintain a log that tracks all activity related to each RFI. The log will date and annotate (where appropriate) each receipt and each transmittal of the RFI.
- Each RFI shall be limited to one issue only. RFI's addressing multiple issues will be so noted and returned without action.
- Each RFI must clearly identify the originator, the date of initiation and clearly describe the issue, making reference to Drawings and/or Specifications where appropriate.
 - The originator may, at their option, make recommendation for resolution to the Request.
 - At this point, there is no presumption of a change to the Contract, either in cost or time.
- Prior to logging, the CM will assign each RFI will assign a unique alpha-numeric designator that clearly identifies the relevant Contract and a sequential number.

RFI Processing

- Refer to Flow Charts Exhibit X for a graphic description of RFI processing procedures.
- Prior to processing, the RFI will be forwarded to the SSUSD Project Manager (PM) for review and comment.
- The CM & PM will review the RFI for merit, clarity and completeness.
- If the RFI is deemed without merit, unclear or incomplete, it is annotated and returned to the originator with comment.
- If the RFI has merit, is clear and complete it is forwarded to the Architect of Record (AOR) for response.
- The AOR responds and returns to the CM.
- Prior to further processing, the RFI will be forwarded to the SSUSD Project Manager (PM) for review and comment.
- The CM & PM will review the RFI for appropriateness, clarity and completeness of response and conformity with Project Scope.
- If the RFI response is deemed to be invalid, returned to the responder for further review. In the event that it is established that the only reasonable response will affect Project Scope, the PM will so advise the Owner and attain resolution.
- If the RFI response is valid, it is returned to the originator for further action and/or implementation.

Subsequent Action

- In the event the originator determines that the action modifies or changes the Scope of the Contract either in terms of an increase or decrease in Contract Sum and/or an extension of Contract duration, the following protocol shall apply:
 - The Contractor originates a Potential Change Order (PCO, and submits it to the CM for consideration.
 - The PCO must clearly describe the Change and provide detailed backup documentation justifying the Change. Backup documentation includes, but is not necessarily limited to:
 - Bill of material{s}
 - Itemization of Labor
 - List of any additional equipment required.
 - Refer to Change Order Procedures Section for subsequent actions.

BURROUGHS HIGH SCHOOL MODERNIZATION

DSA No. A 03-115512

FORMAL BID PROCEDURES

The following procedures are to be followed for processing all Requests for Information (RFI).

Preparation (Pre-Bid)

Administration

- Obtain Bid Number from _____.
- Develop a Bid Schedule with input from the Assistant Superintendent for Business Services and the Construction Manager.
- Compose advertisement, to include:
 - Mandatory Pre-Bid Conference
 - Date, Time & Location of Bid Submittals
- Determine advertisement distribution with the Assistant Superintendent for Business Services.
- Coordinate placement and dates of 1st and 2nd advertisement.
- Verify posting of Bid Documents at _____
- Schedule, arrange for, develop agenda and coordinate Mandatory Pre-Bid Conference.
- Accept, log and coordinate with the A/E all Pre-Bid Requests for Information (RFI).
- All response to RFI's will be through issuance of an Addenda by the Architect of Record (AOR) and posted on the District's website and the designated Reprographics Company only.

Mandatory Pre-Bid Conference

Preparation

- Schedule location and time for Mandatory Pre-Bid Conference.
- Prepare Sign-In/Sign-Out Sheet All qualified bidders must affix their signature to the sheet prior to the conference and after the conclusion of the conference.
- Prepare Conference Agenda. Refer to Exhibit _____ for format.
- Arrange for the attendance of the following:
 - SSUSD Project Manager (PM)
 - Construction Manager (CM)
 - SSUSD Director of Facilities (DF)
 - Architect of Record and any other significant design professional as may be appropriate. (AOR)
 - Inspector of Record (IOR)
 - Contract Specialist (CS)
 - Accounting Assistant (AA)
- Map Job Walk route and make arrangements for access to all significant areas.
- Prepare a handout map of Job Walk route.

Meeting format.

- Close and lock door to meeting Room at the advertised time.
- Distribute Conference Agenda to all attendees.
- Accounting Assistant to confirm that the Sign-In Sheet has been completed by all attendees. Note that all attendees must also sign out at the conclusion of the Job Walk as testament to their attendance at the Pre-Bid Conference
- Present an overview of the Project,
- Conduct the Job Walk.
- Accounting Assistant to confirm that all attendees sign out at the conclusion of the Job Walk.

Bid Receipt and Opening

Preparation

- Prepare Conference Agenda. Refer to Exhibit _____ for format.
- Arrange for the attendance of the following:
 - SSUSD Project Manager
 - Construction Manager
 - SSUSD Director of Facilities
 - Architect of Record and any other significant design professional as may be appropriate.
 - Inspector of Record
 - Contract Specialist
 - Accounting Assistant

Bidding Format

At any time prior to advertised Bid date and time:

- Receive bids from Bidder and date/time stamp unopened envelopes.
- Bidder places envelope in the locked Bid Depository.

Bid Opening

- Coordinate collection of Bids from Bid Depository.
- Assemble bids by Bid Package.
- Deliver bids to bid opening location.]
- Distribute Bid Opening Agenda to all attendees.
- Open bid and read aloud so everyone can hear in view or audience.
- Record the name of the bidder and the bid amount. (CS)
- Reassemble bid documents into original envelopes. (AA)

Post Bid Opening

- Review bids for completeness (PM & CS)
- Prepare Notice of Intent to Award (CS)
- Distribute Notice of Intent to all bidders (CS) How?

- 3 day Bid Protest period begins on the date of the Notice of Intent letter. (Note: Protest to be accepted at District offices only).
- In the event that no protest is filed:
 - CS prepares Bid Results Log and scans to electronic file.
 - PM coordinates posting of Bid Results on District Web Site.
 - Notice of Intent is sent to successful Bidder.
 - CS prepares Agreement for PM and Program Manager review. District Counsel???
 - Upon approval, CS sends Agreement to Bidder for execution.
 - Upon receipt of executed Agreement and attachments, CS forwards to Assistant Superintendent of Business Services for signature.
 - The Board of Education ratifies the intent to Award the Contract.
 - CS issues Notice to Proceed to Bidder.
- In the event that a protest is filed:
 - Notify Program Manager, who, in turn, will work with District Counsel to resolve the protest.
 - Upon resolution of the protest, implement the protocol described above.

BURROUGHS HIGH SCHOOL MODERNIZATION

DSA No. A 03-115512

INFORMAL BID PROCEDURES

The following procedures are to be followed for processing all Requests for Information (RFI).

Preparation (Pre-Bid)

Administration

- Prepare Notice of Informal Bidding and Bidding Instructions. (Refer to _____ for Template.
- Prepare Scope of Work Document.
- Obtain Bid Number from the Assistant Superintendent for Business Services.
- Develop a Bid Schedule with input from the Assistant Superintendent for Business Services, and Construction Manager (where applicable)
- Establish a list of qualified Bidder's from the District's standing Informal Bidders List., and notify each and every qualified Bidder of the Project Scope.
- A minimum of three Bidder's must be solicited to perform the Work of the Project. In the event that there are not three qualified Bidders contained in the Informal Bidders List, then the following protocol must be followed
 - Make direct contact with potentially qualified Bidders not on the list and solicit their interest.
 - For each contact, document, by memorandum, the following:
 - Project
 - Date
 - Time
 - Name of Potential Bidder contacted.
 - Name of person contacted.
 - Results of the contact (Interested/Not Interested, etc.)
 - If the potential Bidder is interested, they must complete a standard Pre-Qualification Application Form (which may be submitted at the time of Bid).
- Provide each interested Bidder expressing interest in the Project a packet that includes the following:
 - Notice of Informal Bidding and Bidding Instructions.
 - Project Scope Document.
- Coordinate Mandatory Pre-Bid Conference.
- Accept, log and coordinate with the A/E all Pre-Bid Requests for Information (RFI) (when applicable).
- All response to RFI's will be through issuance of an Addenda by the Architect of Record (AOR) and posted on the District's website and the designated Reprographics Company only.

Mandatory Pre-Bid Conference

Preparation

- Schedule location and time for Mandatory Pre-Bid Conference.
 - Prepare Sign-In/Sign-Out Sheet All qualified bidders must affix their signature to the sheet prior to the conference and after the conclusion of the conference.
 - Prepare Conference Agenda. Refer to Exhibit _____ for format.
 - Arrange for the attendance of the following:
 - SSUSD Project Manager (PM)
 - Construction Manager (CM)
 - SSUSD Director of Facilities (DF)
 - Architect of Record and any other significant design professional as may be appropriate. (AOR)
 - Inspector of Record (IOR)
 - Contract Specialist (CS)
 - Accounting Assistant (AA)
- (Note: Depending on the scope and scale of the Project, not all of the above identified personnel may be required).*
- Map Job Walk route and make arrangements for access to all significant areas.
 - Prepare a handout map of Job Walk route.

Meeting format.

- Close and lock door to meeting Room at the advertised time.
- Distribute Conference Agenda to all attendees.
- Accounting Assistant to confirm that the Sign-In Sheet has been completed by all attendees. Note that all attendees must also sign out at the conclusion of the Job Walk as testament to their attendance at the Pre-Bid Conference
- Present an overview of the Project,
- Conduct the Job Walk.
- Accounting Assistant to confirm that all attendees sign out at the conclusion of the Job Walk.

Bid Receipt and Opening

Preparation

- Prepare Conference Agenda. Refer to Exhibit _____ for format.
- Arrange for the attendance of the following:
 - SSUSD Project Manager
 - Construction Manager
 - SSUSD Director of Facilities
 - Architect of Record and any other significant design professional as may be appropriate.
 - Inspector of Record
 - Contract Specialist
 - Accounting Assistant

Note: Depending on the scope and scale of the Project, not all of the above identified personnel may be required.

Bidding Format

At any time prior to the advertised Bid date and time:

- Receive bids from Bidder and date/time stamp unopened envelopes.
- Bidder places envelope in the locked Bid Depository.

Bid Opening

- Coordinate collection of Bids from Bid Depository.
- Assemble bids by Bid Package.
- Deliver bids to bid opening location.]
- Distribute Bid Opening Agenda to all attendees.
- Open bid and read aloud so everyone can hear in view or audience.
- Record the name of the bidder and the bid amount.
- Reassemble bid documents into original envelopes.

Post Bid Opening

- Review bids for completeness. (PM & CS)
- Prepare Notice of Intent to Award. (CS)
- Distribute Notice of Intent, by Internet and Postal Service, to all bidders. (CS)
- 3 day Bid Protest period begins on the date of the Notice of Intent letter. *(Note: Protest to be accepted at District offices only).*
- In the event that no protest is filed:
 - CS prepares Bid Results Log and scans to electronic file.
 - PM coordinates posting of Bid Results on District Web Site.
 - Notice of Intent is sent to successful Bidder.
 - CS prepares Agreement for PM, Program Manager, and District Counsel for review
 - Upon approval, CS sends Agreement to Bidder for execution.
 - Upon receipt of executed Agreement and attachments, CS forwards to Assistant Superintendent of Business Services for signature.
 - The Board of Education ratifies the intent to Award the Contract.
 - CS issues Notice to Proceed to Bidder.
- In the event that a protest is filed:
 - Notify Program Manager, who, in turn, will work with District Counsel to resolve the protest.
 - Upon resolution of the protest, implement the protocol described above.

BURROUGHS HIGH SCHOOL MODERNIZATION

DSA No. A 03-115512

CONSTRUCTION CONTRACT MODIFICATION PROCEDURES

The following procedures are to be followed for resolving all conditions and situations arising during the course of construction that are not clearly defined in the Construction Documents, including, but not limited to the discovery of:

- Unforeseen conditions or circumstances not anticipated during bidding.
- Apparent conflict or discrepancy between portions of the Contract Documents.
- Inconsistency that is not reasonably inferred from the intent of the Contract Documents
- Apparent error or omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.

PROCESS

REQUEST FOR INFORMATION (RFI)

Resolution of any and all issues that meet one of the criteria enumerated above must be initiated with a written Request for Information.

- Refer to the Flow Chart in Section 6.
- The Contractor shall issue the RFI to the Construction Manager.
- The Construction Manager will log in and track the RFI.
- The Construction Manager and the Owner's Representative will vet the RFI to determine validity.
 - If the RFI is determined to be without merit, it will be returned to the originator with comment.
 - If the RFI is determined to have merit, it will be forwarded to the Architect for resolution.
- The Architect will resolve the issue and provide a response on the original RFI, with attachments as necessary.
- The resolved RFI will be returned to the Construction Manager for review with the Owner's Representative.
- The Construction Manager will then forward the resolved RFI to the Contractor.

POTENTIAL CHANGE ORDER (PCO)

If, in the opinion of the Contractor, the response to the RFI, the response is a change to the Construction Documents, and will affect either the Contract Sum and/or the Contract Schedule, he will issue a notice of Potential Change Order to the Construction Manager.

- Using the form provided by the Construction Manager, the Contractor shall issue the PCO to the Construction Manager.
- The Construction Manager will log in and track the PCO.
- The Construction Manager, the Owner's Representative, the Inspector or Record and the Architect will vet the PCO to determine validity.
 - If the PCO is determined to be without merit, the Contractor will be notified accordingly and the Work shall proceed as directed.
 - If the PCO, or any portion thereof, is determined to have merit, the Construction Manager will issue a Change Order Request to the Contractor.
 - On its own, the COR is not an authorization to proceed.
 - No work shall proceed until either a Change Order is issued or an Authorization to Proceed issued by the Owner.

CHANGE ORDER REQUEST (COR)

The Change Order Request defines a Scope of Work and establishes an itemized value for that Work:

- Based on the information provided in the PCO, the Construction Manager will develop a narrative Scope of Work, supplemented by photographs, sketches or drawings as necessary, and issue a COR to the Contractor.
- The Contractor will develop a price proposal to provide labor and material to complete the Work and return it to the Construction Manager.
- The Construction Manager, the Owner's Representative, the Inspector or Record and the Architect will vet the COR to determine validity.
 - If the COR is determined to be unwarranted, the terms and conditions will be negotiated.
 - If the COR is determined to be warranted, one of the following options will be instituted:
 - The COR will be accepted for a firm, fixed price.
 - The Work will be executed on a Time & Materials (T&M) basis with an agreed Not-To-Exceed price. All T&M work must be fully documented and corroborated.

CHANGE ORDER (CO)

- Allowances have been established in the Contract. Changes to the Contract Sum will be credited or debited against the Allowance and Work will be authorized with a written Authorization to Proceed issued by the Owner.
- In the event that authorized work exceeds the amount of the Allowance, a Change Order will be issued by the Owner
- Any remaining balances to the Allowance will be credited back to the Owner.

PROCEDURE

REQUEST FOR INFORMATION (RFI)

- RFI's shall be submitted on the form provided by the Construction Manager.
- The RFI may address a single issue only and must contain the following information:
 - Date

- Identification of the originator
 - Bid Package No.
 - Reference to appropriate Drawing No's. and/or Specification Section.
 - A clear, concise narrative description of the issue. If necessary, provide attachments, such as photographs, sketches or drawings as necessary to clearly describe the condition.
 - Recommended solution to resolve the issue.
- RFI's shall be numbered sequentially. In the event of resubmittals of a RFI, append the number with a sequential alphabetic suffix. For instance:
 - The first RFI will be tagged RFI-001
 - The second RFI will be tagged RFI-002
 - The first resubmittal of RFI-002 will be RFI-002A
 - The second resubmittal of RFI-002 will be RFI-002B.
- RFI's will not be recognized or accepted if, in the opinion of the Construction Manager or the Owner's Representative, one of the following conditions exist.
 - The RFI is submitted as a Request for Substitution.
 - The RFI is submitted as a Submittal
 - The RFI is submitted under the pretense of a discrepancy or omission in the Contract Documents without prior, thorough review of the Documents.
 - The RFI is submitted in a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or by taking an isolation portion of the Contract Documents in part rather than as a whole.
 - The RFI is submitted in an untimely manner without proper coordination and scheduling of Work of related trades.
 - The RFI's submitted to request changes which entail addition a change to either Contract Sum or Contract Schedule.
- Issue the RFI immediately upon discovery. Submit RFI's in a reasonable time frame so as not to affect the Construction Schedule making allowance for the full response time.
 - The Construction Manager will respond to all RFI's within a reasonable time period, the target being seven (7) days. Depending on the complexity and/or urgency of the issue the response time will be adjusted accordingly.
 - Should the Construction Manager elect to proceed with work prior to the Construction Manager's Directive, within the response period described above, any portion of the Work which is not performed in accordance with the Construction Manager's Directive is subject to removal or replacement at the Contractor's own expense.
- Upon resolution to an RFI, the Construction Manager will issue a response to the Contractor.
 - The Directive of the Construction Manager is final and conclusive.
 - Resolved RFI's shall not be construed as approval to perform additional work.
 - Should the Contractor elect to proceed with work prior to the Construction Manager's Directive, any portion of that Work which is not performed in accordance with that Directive is subject to removal or replacement at the sole expense of the Contractor.
 - Unresolved RFI's will be returned with stamp or notation "NOT REVIEWED".

- In the event of a failure to agree as to the Scope of the Contract requirements, the Contractor shall follow the provisions and procedures described in Section [REDACTED], Article [REDACTED] of the General Conditions
- In the event the Contractor believes that the response to an RFI results in a change to the Contract Sum or the Contract Time, the Contractor will submit to the Construction Manager a notice of a Potential Change Order. In no event shall Work proceed until either a Change Order is issued or an Authorization to Proceed is issued by the Owner.

POTENTIAL CHANGE ORDERS

- The PCO shall be submitted on the form provided by the Construction Manager.
- The PCO must contain the following information:
 - Date
 - Originating RFI No.
 - Date
 - Identification of the originator
 - Bid Package No.
 - Reference to appropriate Drawing No's. and/or Specification Section.
 - A clear, concise narrative description of the existing condition. If necessary, provide attachments, such as photographs, sketches or drawings as necessary to clearly describe the condition.
 - A clear, concise narrative description of the potential impact of the Work as relative to Contract Sum and/or Contract Schedule.
- PCO's shall be numbered sequentially. In the event of resubmittals of a PCO, append the number with a sequential alphabetic suffix. For instance:
 - The first PCO will be tagged PCO001
 - The second PCO will be tagged PCO-002
 - The first resubmittal of PCO-002 will be PCO-002A
 - The second resubmittal of PCO-002 will be PCO-002B.
- Potential Change Orders may address more than one (1) issue; however, each issue must be clearly defined and itemized.

CHANGE ORDER REQUEST

- If all or part of a PCO is determined to be valid, the Construction Manager will issue to the Contractor a Change Order Request.
- Within five (5) days of receipt, the Contractor shall complete the COR, and return it to the Construction Manager.
- The Change Order Request Order must contain the following information:
 - Date
 - Originating RFI No.
 - Originating PCO No.

- Identification of the originator
- Bid Package No.
- A clear, concise narrative description of the Work proposed. Include:
 - List of quantities of Products required and Unit Costs, with the total amount of purchases to be made. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
 - Indication of the effect of the proposed Change on the Contract Schedule.
- Upon acceptance of a COR, the Owner will issue the Contractor either:
 - Written Authorization to Proceed with Work
 - Executed Change Order

BURROUGHS HIGH SCHOOL MODERNIZATION

DSA No. A 03-115512

PAYMENT APPLICATION

The following procedures are to be followed for processing, reviewing and approval the Contractor's periodic Application and Certification for Payment.

PROCESS

- The Construction Manager will develop a calendar schedule designating the day of the month which each Prime Trade Contractor must submit his / her Draft Application for Payment.
 - Submittal dates will be staggered at intervals over the course of the month, so as to simply and expedite the review process.
- At the time designated during the month, the Contractor will submit to the Construction Manager, in Draft Form, five (5) copies of the Payment Applications for Material supplied and Labor performed for the period being invoiced.
- During the second calendar week after Submittal, a committee will meet to review the Drafts of the respective Pay Applications. The Reviewing Committee will be comprised of:
 - Architect of Record
 - Construction Manager
 - Owner's Representative
 - Inspector of Record
- Approved Draft Pay Applications will be returned to the Contractor for preparation of the Final Payment Application.
- Rejected Pay Applications will be returned for modifications as noted by the Reviewing Committee.

PROCEDURE

APPLICATION AND CERTIFICATION FOR PAYMENT

Draft Submittal

- Application and Certification for Payment shall be submitted on the form provided by the Construction Manager.
 - Provide two (2) copies of the completed Application and Certification for Payment in draft form.
 - Provide all required information, including that for Change Orders executed prior to the date of the submittal Application.
 - Complete summary of dollar values that shall agree with the respective totals indicated on the Continuation Sheet(s)

- Continuation Sheets (Forms provided).
 - Complete the total list of all scheduled component items of Work, with the item number and the scheduled dollar value for each item.
 - Complete the dollar value in each column for each scheduled line item when Work has been performed and / or Products have been stored.
 - Round off values to the nearest dollar, or as specified in the Schedule of Values. List each Change Order executed prior to the date of submission.
 - At the end of the Continuation Sheet(s) and on the Schedule of Values, list each Change Order executed prior to the date of submission.
 - List by Change Order No. and Description for an original Component Item of Work.
 - List approved Changes against the stipulated Allowance on the Schedule of Values
- Substantiating Data for Progress Payments
 - When the Owner, the Architect or the Construction Manager requires Substantiating Data, the Contractor shall submit suitable information with a cover letter identifying:
 - Project
 - Application Number
 - Date
 - Detailed List of Enclosures
 - Products or Material stored
 - ✓ Description of specific Product or Material
 - ✓ Item No. and Identification as shown on the Application
 - Submit one (1) copy of data and Cover Letter for each copy of Application.
- Once reviewed, the Draft Submittal is returned to the Contractor for either:
 - Correction and resubmittal
 - Preparation of Final Payment Application

Final Payment Application

- Provide five (5) of the Final Application and Certification for Payment to the Construction Manager for processing
- Final Payment Applications shall be typed on the Form provided by the Construction Manager.
- Final Payment Applications shall be complete with the minimum following required attachments:
 - Schedule of Values
 - Substantiating Data (if required)
 - Lien Releases
 - Certified Payroll
 - Notary Statement
 - Signature of the Inspector of Record

PAYMENT APPLICATION AT SUBSTANTIAL COMPLETION

- Following issuance of the Certificate of Substantial Completion, submit an Application for Payment that reflects any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 - Administrative actions and submittals that shall precede or coincide with this Application include:
 - Occupancy permits and similar approvals.
 - Warranties (Guarantees) and Maintenance Agreements.
 - Test / Adjust / Balance Reports
 - Maintenance Instructions
 - Meter readings
 - Start-up Performance Reports
 - Change-over information related to Owner's occupancy, use, operation and maintenance.
 - Final Cleaning
 - Application for Reduction of Retainage and Consent of Surety
 - Advice on changing Insurance carrier.
 - List of Incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
 - Certificate of Completion for Owner's Staff Training.
- Preparation of Application for Final Payment
 - Complete the Application Form as specified for Progress Payments.
 - Use Continuation Sheets for presenting the final Statement of Accounting.
 - Administrative Actions and Submittals which must precede or coincide with submittal of Final Application for Payment include the following:
 - Completion of Project Closeout requirements.
 - Completion of items specified for completion after Substantial Completion.
 - Assurance that unsettled claims will be settled.
 - Assurance that Work not complete and accepted will be completed without undue delay.
 - Transmittal of required Project Construction Records to the Owner.
 - Certified Property Survey.
 - Proof that Taxes, Fees and similar obligations have been paid.
 - Removal of temporary Facilities and Services.
 - Removal of surplus Materials, Rubbish and similar elements.
 - Change of door locks to Owner's access.
- Submittal Procedure
 - Submit Final Application for Payment to the Construction Manager at the time stipulated in the Contract. Provide five (5) copies.
 - Upon review and approval by the Reviewing Committee, the Application and Certificate for Payment will be transmitted to the Owner for processing with one (1) copy to the Contractor.

BURROUGHS HIGH SCHOOL MODERNIZATION

DSA No. A 03-115512

PAYMENT APPLICATION

The following procedures are to be followed for processing all Submittals.

Submittals Log and Submittals Protocols

- The Construction Manager will develop and maintain a log that tracks all activity related to each Submittal. The log will date and annotate (where appropriate) each receipt and each transmittal of the RFI.
- Each Submittal shall be limited to one issue only. Submittals addressing multiple issues will be returned to the originator without action.
- Each submittal shall be complete and provide all of the items delineated in the Specifications for that submittal. Partial submittals will be returned to the originator without action.
- Each Submittal must clearly identify the originator, the date of initiation and clearly describe the issue, making reference to Drawings and/or Specifications where appropriate.
 - The originator may, at their option, make recommendation for resolution to the Request.
 - At this point, there is no presumption of a change to the Contract, either in cost or time.
- Prior to logging, the CM will assign each RFI will assign a unique alpha-numeric designator that clearly identifies the relevant Contract and a sequential number.

RFI Processing

- Refer to Flow Charts Exhibit X for a graphic description of RFI processing procedures.
- Prior to processing, the submittal will be forwarded to the SSUSD Project Manager (PM) for review and comment.
- The CM & PM will review the RFI for content, completeness and consistency with specified materials.
- If the Submittal is incomplete, inconsistent with the Specifications or Project Scope, it is annotated and returned to the originator with comment.
- If the Submittal is complete and accurate, it is forwarded to the Architect of Record (AOR) for response.
- The AOR responds and returns to the CM.
- Prior to further processing, the RFI will be forwarded to the SSUSD Project Manager (PM) for review and comment.
- The CM & PM will review the RFI for conformity with Project Scope.
- If the Submittal response is deemed to be invalid, returned to the responder for further review. In the event that it is established that the only reasonable response will affect Project Scope, the PM will so advise the Owner and attain resolution.
- If the Submittal response is valid, it is returned to the originator for further action and/or implementation.

Subsequent Action

- In the event the response does not affect the Contract Scope of Work, the action described In the Response are implemented.
- In the event the originator determines that the response modifies or changes the Scope of the Contract either in terms of an increase or decrease in Contract Sum and/or an extension of Contract duration, the following protocol shall apply:
 - The Contractor originates a Potential Change Order (PCO, and submits it to the CM for consideration.
 - The PCO must clearly describe the Change and provide detailed backup documentation justifying the Change. Backup documentation includes, but is not necessarily limited to:
 - Bill of material{s}
 - Itemization of Labor
 - List of any additional equipment required.
 - Refer to Change Order Procedures Section for subsequent actions.

APPENDIX 14.3

TEMPLATES



Sierra Sands Unified School District

PROJECT

4 WEEK LOOK AHEAD SCHEDULE

 $(xx/xx/xx-yy/yy/yy)$ 

MAAS

	Month												Month												Comments
	20	21	22	23	24	27	28	29	30	31	3	4	5	6	7	10	11	12	13	14					
DESIGN																									
Board of Trustees Meetings																									
Project Meetings																									
A/E																									
Task																									
Milestone																									
DSA																									
Task																									
Milestone																									
Construction Manager																									
Task																									
Milestone																									
Task																									
Milestone																									
Program Manager																									
Task																									
Milestone																									



Sierra Sands Unified School District
BURROUGHS HIGH SCHOOL MODERNIZATION
DSA No. A 03-115512
SUBMITTAL LOG

LEGEND	
Review Comments	Delivery Method
A Rejected	P U S Postal Service
N Make Corrections Noted	F FedEx
R Revise & Resubmit	U United Parcel Service
NR Not Reviewed	M Messenger Service
C Contractor	H Hand Deliver
I I.O.R.	
F File	

SUBMITTAL REQUIREMENTS														SUBMITTAL LOG																				
Reference		Submittal							Action		SSUSD PM Review		Initial Review		Resubmittal (If Req'd)		SSUSD PM Review		Distribution															
Section	Title	None Required	Shop Drawings	Product Data	Product Sample	Material/Equipment List	Mock-up	Certificates	Qualifications	Manufacturers' Instructions	Maintenance Manuals	O & M Manual	Other	1.35	Record Only	Review & Approval	No. of Copies Received	Date Submitted	Date Sent	Date Returned	Action	Duration (Days)	Date Sent	Date Returned	Action	Duration (Days)	Date Sent	Date Returned	Action	Duration (Days)	Date Sent	Date Returned	Delivery Method	Tracking No.
DIVISION 1 - GENERAL REQUIREMENTS																																		
01005	Summary of Work	X																																
01035	Modification of Procedures	X																																
01045	Cutting & Patching	X																																
01080	Applications for Payment	X																																
01090	Reference Standards & Definitions	X																																
01100	Project Coordination																																	
01120	Alteration Procedures																																	
01200	Project Meetings	X																																
01300	Submittals	X																																
01410	Regulatory Requirements																																	
01500	Temporary Facilities	X																																
01600	Materials & Equipment																																	
01631	Product Substitutions																																	
01700	Project Closeout																																	
01700	Cleaning	X																																
01722	Field Engineering																																	
01740	Warranties & Bonds																																	
DIVISION 2 - SITEWORK																																		
02120	Existing Trees to Remain																																	
02300	Earthwork																																	
02310	Base Course																																	
02510	Site Water Distribution Systems	X	X																															
02530	Site Sanitary Sewer Systems	X	X																															
02585	Truncated Dome Surfaces	X	X																															
02630	Storm Drainage Systems	X	X																															
02711	Bituminous Surfacing	X	X																															
02765	Pavement Repair	X	X																															
02770	Site Concrete Work	X	X																															
02786	Seal for Bituminous Surfacing	X	X																															
02788	Pavement Markings	X	X																															
02811	Landscape Irrigation System	X	X																															
02821	Chain Link Fences & Gates	X	X																															
02825	Ornamental Metal Fencing	X	X																															
02931	Landscape Planting	X	X																															

Sierra Sands Unified School District
BURROUGHS HIGH SCHOOL MODERNIZATION
 DSA No. A 03-115512



REQUEST FOR INFORMATION LOG

RFI No.	Originator	Date Received	Reference		Description	Review						Distribution				Comments
			Drawing No.	Spec. Section		SSUSDPM		Architect of Record		SSUSDPM		Originator	ICR			
						Date Sent	Duration (Days)	Date Sent	Date Returned	Duration (Days)	Date Sent	Date Returned	Duration (Days)	Date Sent	Date Sent	
BHS-X-RFI001							0			0			0			
BHS-X-RFI002							0			0			0			
BHS-X-RFI003							0			0			0			
BHS-X-RFI004							0			0			0			
BHS-X-RFI005							0			0			0			
BHS-X-RFI006							0			0			0			
BHS-X-RFI007							0			0			0			
BHS-X-RFI008							0			0			0			
BHS-X-RFI009							0			0			0			
BHS-X-RFI010							0			0			0			
BHS-X-RFI011							0			0			0			
BHS-X-RFI012							0			0			0			
BHS-X-RFI013							0			0			0			
BHS-X-RFI014							0			0			0			
BHS-X-RFI015							0			0			0			
BHS-X-RFI016							0			0			0			
BHS-X-RFI017							0			0			0			
BHS-X-RFI018							0			0			0			
BHS-X-RFI019							0			0			0			
BHS-X-RFI020							0			0			0			
BHS-X-RFI021							0			0			0			
BHS-X-RFI022																
BHS-X-RFI023																
BHS-X-RFI024																
BHS-X-RFI025																
BHS-X-RFI026																
BHS-X-RFI027																
BHS-X-RFI028																
BHS-X-RFI029																
BHS-X-RFI030																
BHS-X-RFI031																
BHS-X-RFI032																
BHS-X-RFI033																
BHS-X-RFI034																
BHS-X-RFI035							0			0			0			
BHS-X-RFI036							0			0			0			
BHS-X-RFI037							0			0			0			
BHS-X-RFI038							0			0			0			
BHS-X-RFI039							0			0			0			
BHS-X-RFI040							0			0			0			
BHS-X-RFI041							0			0			0			
BHS-X-RFI042							0			0			0			



BURROUGHS HIGH SCHOOL MODERNIZATION

DSA No. A 03-115512

[illegible]



Sierra Sands Unified School District

BURROUGHS HIGH SCHOOL MODERNIZATION

DSA No. A 03-115512

MAAS

CHANGE ORDER REQUEST LOG

Change Order Request			Initiating Document		Comments
No.	Subject	Date Sent	Date Rec'd.	RFI No.	PCO No.
BHS-X-COR001					
BHS-X-COR002					
BHS-X-COR003					
BHS-X-COR004					
BHS-X-COR005					
BHS-X-COR006					
BHS-X-COR007					
BHS-X-COR008					
BHS-X-COR009					
BHS-X-COR010					
BHS-X-COR011					
BHS-X-COR012					
BHS-X-COR013					
BHS-X-COR014					
BHS-X-COR015					
BHS-X-COR016					
BHS-X-COR017					
BHS-X-COR018					
BHS-X-COR019					
BHS-X-COR020					
BHS-X-COR021					
BHS-X-COR022					
BHS-X-COR023					
BHS-X-COR024					
BHS-X-COR025					



DSA No. A 03-115512



CHANGE ORDER LOG

[illegible]

Client / Owner
PROJECT
DSA No. A _____ SSUSD Project No. _____
SCHEDULE OF VALUES

Contractor _____

Contract For: _____

Contract No. _____

No.	Description of Work	Value
001		\$
002		\$
003		\$
004		\$
005		\$
006		\$
007		\$
008		\$
009		\$
010		\$
011		\$
012		\$
013		\$
014		\$
015		\$
016		\$
017		\$
018		\$
019		\$
020		\$
021		\$
022		\$
023		\$
024		\$
025		\$
026		\$
027		\$
028		\$
029		\$
030		\$
Contract Total		\$ 0.00



Sierra Sands Unified School District
BURROUGHS HIGH SCHOOL MODERNIZATION
DSA No. A 03-115512



REQUEST FOR INFORMATION

RFI No. _____
Date: _____
To: _____

Originator _____
Contact Information _____
Telephone _____
Facsimile _____
e-mail _____

Reference:
Drawing No. _____
Spec. Section _____

QUESTION:

Attachments	Yes	No	No. of Pages
-------------	-----	----	--------------

RECOMMENDED RESOLUTION:

RESPONSE:

Attachments	Yes	No	No. of Pages
-------------	-----	----	--------------

Responder _____

Date _____

ROUTING:

Initial	Date		
	Rec'd	Sent	
			CM
			SSUSD PM
			CM
			AOR
			CM
			SSUSD PM
			CM
			PTC

8/10/14

Request fo InformationE:\

Client / Owner
PROJECT
DSA No. A _____
Owner Project No. _____

POTENTIAL CHANGE ORDER

Date: _____
PCO No. _____

Originator: _____

Reference:
RFI No. _____
Dwg. No.. _____
Spec. Section _____

DESCRIPTION OF EXISTING CONDITION:

IMPACT OF RFI RESOLUTION

The execution of this work will result in a change to the Contract that affects

Cost ☐
Schedule ☐

SUBMITTED BY:

Date

REVIEWED & APPROVED:

Initial	Date
_____	_____
_____	_____

John Doe, Superintendent, Project Manager

James Doe, Project Manager, Owner

Unforeseen Condition ☐

Error ☐

Omission ☐

Other ☐

8/10/14

Potential Change Order (4.17.15)E:\Templates\

Client / Owner

PROJECT

DSA No. A _____
Client Project No. _____

CHANGE ORDER REQUEST

COR No. _____

Date: _____

To: _____

Attention: _____

Reference:

RFI No. _____

Drawing No. _____

Spec. Section _____

DESCRIPTION OF WORK:

Based on the above Description of Work, provide a proposal to accomplish the task. The proposal shall be all inclusive, covering all costs including, but not necessarily limited to: material, labor, supervision, applicable taxes, General Conditions and fees. The proposal shall include any request for time extension that may be deemed necessary. Provide detailed backup, including, but not necessarily limited to labor (time & rates), supervision (time & rates), material (quantity & costs) taxes, General Conditions & fees.

PROPOSAL:	Labor	\$	_____
	Material		_____
	Equipment		_____
	Tax		_____
	General Conditions		
	Fee		
	Total		
	Time Extension		_____

Submitted By:

Company

Authorized Signature

Date

REVIEW & APPROVAL:

Initial

Date

John Doe, Superintendent, Construction Manager

James Doe, Project Manager, Client

CHANGE ORDER

PROJECT	Owner Project Project Address City, State	CHANGE ORDER NO. DATE OF ISSUANCE DSA No. A CLIENT PROJECT No. ARCHITECT'S PROJECT No. C.M. PROJECT No.
TO:	Contractor Address City, State, Zip Code	CONTRACT FOR CONTRACT DATE CONTRACT No.

You are directed to make the following changes to this Contract:

Reference attached Change Order items.

Original Contract Amount	_____
Net change by previously approved Change Orders	_____
Contract Amount prior to this Change Order	_____ \$0.00
Contract Amount will be increased/decreased by	_____
New Contract Amount (including this Change Order)	_____
The Contract Time will be changed by _____ days.	
The new date for Substantial Completion is _____	

This Change Order is not valid until signed by the Contractor, Architect and the Owner. Signature of the Contractor indicates their agreement herewith, including any adjustment in Contract Amount or Contract Time.

Contractor	Name of Entity,	(Printed Name)	(Signature)	(Date)
Construction Manager	Name of Entity,	(Printed Name)	(Signature)	(Date)
Architect	Name of Entity,	(Printed Name)	(Signature)	(Date)
Inspector of Record	Name of Entity,	(Printed Name)	(Signature)	(Date)
Div. of State Architect	Name of Entity,	(Printed Name)	(Signature)	(Date)
Project Manager	Name of Entity,	(Printed Name)	(Signature)	(Date)
Owner	Name of Entity,	(Printed Name)	(Signature)	(Date)

DISTRIBUTION

Owner	<input type="checkbox"/>	Construction Manager	<input type="checkbox"/>
Architect	<input type="checkbox"/>	Project Manager	<input type="checkbox"/>
Inspector of Record	<input type="checkbox"/>	Other	<input type="checkbox"/>
Contractor	<input type="checkbox"/>		

PROJECT

DSA No. A _____ SSUSD Project No. _____
APPLICATION AND CERTIFICATION FOR PAYMENT

To: Client
 Address
 City, State, Zip Code

From: Contractor
 Address
 City, State, Zip Code

Application No. _____

For the Period: _____ to _____

Contract For: _____

Contract Amount: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes by prior approval of the Owner		
Total Approved Changes this Application		
Total		
Net Changes by Change Order		

The undersigned certifies that to the best of Contractor's Knowledge, Information and Belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all Amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and Payments received from the Owner and their current Payment shown herein is now due.

PRIME CONTRACTOR

By: _____ Contractor _____ Date _____

NOTARY PUBLIC (If unsigned, d see attached)

By: _____ Notary Seal _____
 State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 201__.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents and based on observations at the Site, along with the data comprising this Application, the Architect certifies to the Owner that to the best of the Architect's Knowledge, Information and Belief, this work has progressed as indicated, that the Quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to Payment of the Amount certified.

AMOUNT CERTIFIED \$ _____
 By: _____ Architect _____ Date _____

Application for Payment is made in connection with the Contract as shown below. A Continuation Form is attached. The present status of the

Amount of this Contract is as follows:

1. ORIGINAL CONTRACT SUM
2. NET CHANGE BY CHANGE ORDER
3. CONTRACT SUM TO DATE (Sum of Lines 1+2)
4. TOTAL COMPLETED AND STORED TO DATE
 (Total of Column G on Continuation Form)
5. RETAINAGE

a. _____ % of Completed Work
 (Sum of Columns D+E on Continuation Form) \$ _____

b. _____ % of Stored Material
 (Total of Column F on Continuation Form) \$ _____

TOTAL RETAINAGE

(Total of Column J on Continuation Form)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from Prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO COMPLETE, INCLUDING RETAINAGE

(Line 3 less Line 6)

APPROVED FOR PAYMENT

By: _____ Construction Manager _____ Date _____

By: _____ Inspector of Record _____ Date _____

By: _____ Project Manager _____ Date _____

By: _____ Owner _____ Date _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor identified herein. Issuance, Payment and Acceptance of Payment are without prejudice to any rights of the Owner or Contractor under the Terms and Conditions of this Contract

CLOSING

CHANGE ORDER

PROJECT Sierra Sands Unified School District
Burroughs High School Modernization
500 French Avenue
Ridgecrest, CA

CHANGE ORDER NO.
DATE OF ISSUANCE
DSA APPLICATION
PROJECT NO.
ARCHITECT'S PROJECT NO.
C.M. PROJECT NO.
CONTRACT FOR
CONTRACT DATE
CONTRACT NO.

TO: Contractor
Address
City, State, Zip Code

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

1. *Prime Trade Contractor* on behalf of itself and its subcontractors, suppliers and trust funds of all tiers and all individuals and/or entities referred to in California Civil Code Sections 3110, 3111 and 3112:
 - a. Accepts the amount to be paid under this Change Order, and the time extensions granted by this Change Order, as payment in full for all costs, expenses and damages, known or unknown, direct or indirect (including without limitation, costs, expenses and damages resulting from delay, disruption, extended overhead, loss of productivity, impact, working out of sequence, acceleration, lost opportunity, etc.) incurred at any time (past, present or future) arising from this Change Order.
 - b. Releases, acquits and discharges Sierra Sands Unified School District, its officers, agents and employees from all liability, claims, damages, demands or costs, known or unknown, arising from the matters referred to in Paragraph 1.a.
 - c. Expressly waives the provisions of Section 1542 of the California Civil Code and understands that said Section provides:
A General Release does not extend to claims which a creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him must have materially affected his settlement with the debtor.
2. The parties acknowledge that this Change Order has been reviewed by them and approved as to its form and content. The parties agree that this Change Order is to be constructed and interpreted without regard to the identity of the party drafting this Change Order.

Original Contract Amount

Net change by previously approved Change Orders

Contract Amount prior to this Change Order

Contract Amount will be increased/decreased by

New Contract Amount (including this Change Order)

The Contract Time will be changed by _____ days.

The new date for Substantial Completion is

This Change Order is not valid until signed by the Contractor, Architect and the Owner. Signature of the Contractor indicates their agreement herewith, including any adjustment in Contract Amount or Contract Time.

Contractor	_____	_____	_____	_____
Construction Manager	_____	_____	_____	_____
Architect	_____	_____	_____	_____
Inspector of Record	_____	_____	_____	_____
Div. of State Architect	_____	_____	_____	_____
Project Manager	_____	_____	_____	_____
Owner	_____	_____	_____	_____

DISTRIBUTION

Owner	<input type="checkbox"/>	Construction Manager	<input type="checkbox"/>
Architect	<input type="checkbox"/>	Project Manager	<input type="checkbox"/>
Inspector of Record	<input type="checkbox"/>	Other	<input type="checkbox"/>
Contractor	<input type="checkbox"/>		

CHANGE ORDER ITEMS ATTCHMENT

PROJECT Sierra Sands Unified School District
 Burroughs High School Modernization
 500 French Avenue
 Ridgecrest, CA

CHANGE ORDER NO.
 DATE OF ISSUANCE

EXHIBIT	PCO NO.	ITEM	REASON	AMOUNT
A				
B				
C				
D				
E				
F				
G				
H				
J				
K				
L				
M				
N				
O				
P				
Q				

TOTAL CHANGE ORDER AMOUNT

\$0.00

LEGEND

REASON

- A SITE COST, UNFORSEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, OWNER CHANGE OF SCOPE
- D SITE COST, REGULATORY AGENCY GENERATED
- E SITE COST, CONTRACTOR IMPACT TO OTHER CONTRACTOR
- F BUILDING COST, UNFORSEEN FIELD CONDITION
- G BUILDING COST, ERROR AND/OR OMISSION
- H BUILDING COST, OWNER CHANGE OF SCOPE
- J BUILDING COST, REGULATORY AGENCY GENERATED
- K BUILDING COST, CONTRACTOR IMPACT TO OTHER CONTRACTOR
- L CONTRACT ADMINISTRATION ISSUE

- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 OWNER GENERATED
- 5 REGULATORY AGENCY GENERATED

Credit
PROJECT
Client Project No. _____

DSA No. A _____

Date _____

Contractor _____

Contract No. _____

For the Period _____

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (Not in D or E)	G Total Complete & Stored to Date (D+E+F)	H Percent Complete (G/C)	I Balance to Complete (C-G)	J Retainage (5%)
			Prior Application	Current Application					
001		\$	\$	\$	\$	\$	\$	\$	\$
002		\$	\$	\$	\$	\$	\$	\$	\$
003		\$	\$	\$	\$	\$	\$	\$	\$
004		\$	\$	\$	\$	\$	\$	\$	\$
005		\$	\$	\$	\$	\$	\$	\$	\$
006		\$	\$	\$	\$	\$	\$	\$	\$
007		\$	\$	\$	\$	\$	\$	\$	\$
008		\$	\$	\$	\$	\$	\$	\$	\$
009		\$	\$	\$	\$	\$	\$	\$	\$
010		\$	\$	\$	\$	\$	\$	\$	\$
011		\$	\$	\$	\$	\$	\$	\$	\$
012		\$	\$	\$	\$	\$	\$	\$	\$
013		\$	\$	\$	\$	\$	\$	\$	\$
014		\$	\$	\$	\$	\$	\$	\$	\$
015		\$	\$	\$	\$	\$	\$	\$	\$
016		\$	\$	\$	\$	\$	\$	\$	\$
017		\$	\$	\$	\$	\$	\$	\$	\$
018		\$	\$	\$	\$	\$	\$	\$	\$
019		\$	\$	\$	\$	\$	\$	\$	\$
020		\$	\$	\$	\$	\$	\$	\$	\$
Sub-Total (This Page)			0.00						

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (Not in D or E)	G Total Complete & Stored to Date (D+E+F)	H Percent Complete (G/C)	I Balance to Complete (C-G)	J Retainage (5%)
			Prior Application	Current Application					
021		\$	\$	\$	\$	\$	\$	\$	\$
022		\$	\$	\$	\$	\$	\$	\$	\$
023		\$	\$	\$	\$	\$	\$	\$	\$
024		\$	\$	\$	\$	\$	\$	\$	\$
025		\$	\$	\$	\$	\$	\$	\$	\$
026		\$	\$	\$	\$	\$	\$	\$	\$
027		\$	\$	\$	\$	\$	\$	\$	\$
028		\$	\$	\$	\$	\$	\$	\$	\$
029	HVAC WET PIPING UNDERGROUND - FITNESS CENTER	\$	\$	\$	\$	\$	\$	\$	\$
030		\$	\$	\$	\$	\$	\$	\$	\$
		Contract Sub-Total (This Page)			0.00				
		Contract Sub-Total (Page 1)			0.00				
		Contract Total			0.00				

CHANGE ORDERS									
001		\$	\$	\$	\$	\$	\$	\$	\$
002		\$	\$	\$	\$	\$	\$	\$	\$
003		\$	\$	\$	\$	\$	\$	\$	\$
004		\$	\$	\$	\$	\$	\$	\$	\$
005		\$	\$	\$	\$	\$	\$	\$	\$
006		\$	\$	\$	\$	\$	\$	\$	\$
007		\$	\$	\$	\$	\$	\$	\$	\$
008		\$	\$	\$	\$	\$	\$	\$	\$
		Change Order Total			0.00				
		Contract Total			0.00				
		Revised Contract Total			0.00				

APPENDIX 14.4

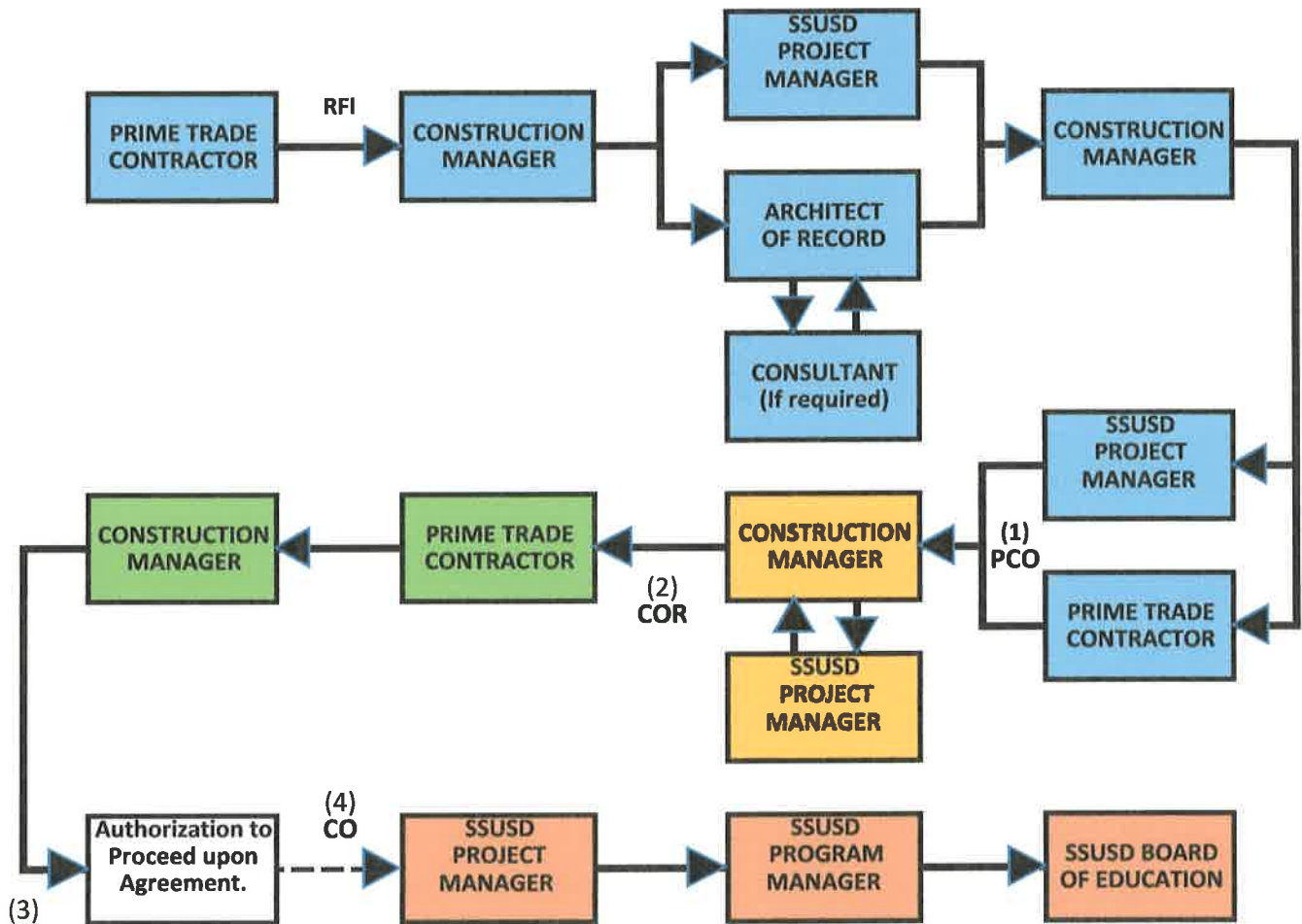
FLOW CHARTS





BURROUGHS HIGH SCHOOL MODERNIZATION

DSA No. A 03-115512

MAAS**CHANGE ORDER PROCESS FLOW**

August 22, 2014

**LEGEND**

	RFI
	PCO
	COR
	CO

NOTES

- (1) If the Prime Trade Contractor (PTC) determines that the RFI Response alters the Scope of the Contract, in either cost or time, they issue a Potential Change Order (PCO) to the CM who, along with the PM make a determination as to the merits of the claim.
- (2) If the PCO is warranted, the CM issues a Change Order Request (COR) to the PTC for pricing.
- (3) Once the terms and conditions of the COR have been agreed, the PTC is issued a written Authorization to Proceed.
- (4) If the cost of the COR does not exceed the remaining balance of the allowance, no future action is required. If the cost of the COR exceeds the remaining balance of the allowance, then a Change Order must be initiated for Board approval.



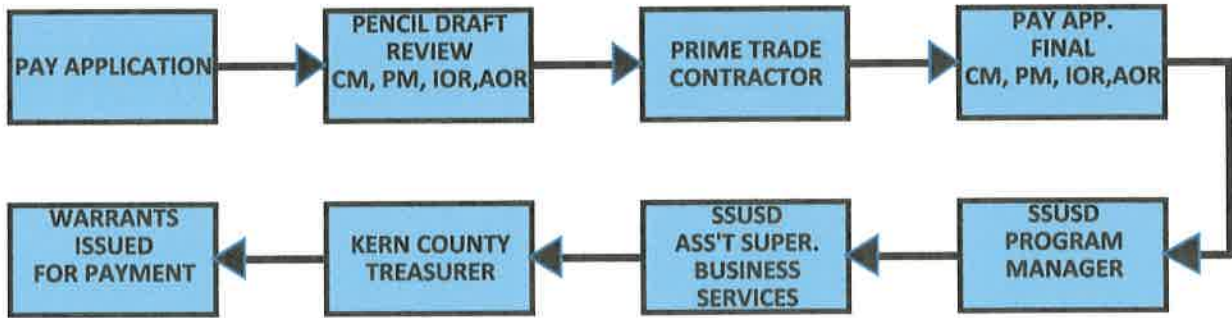
Sierra Sands Unified School District

BURROUGHS HIGH SCHOOL MODERNIZATION

DSA No. A 03-115512

MAAS

PAY APPLICATION PROCESS FLOW





Sierra Sands Unified School District

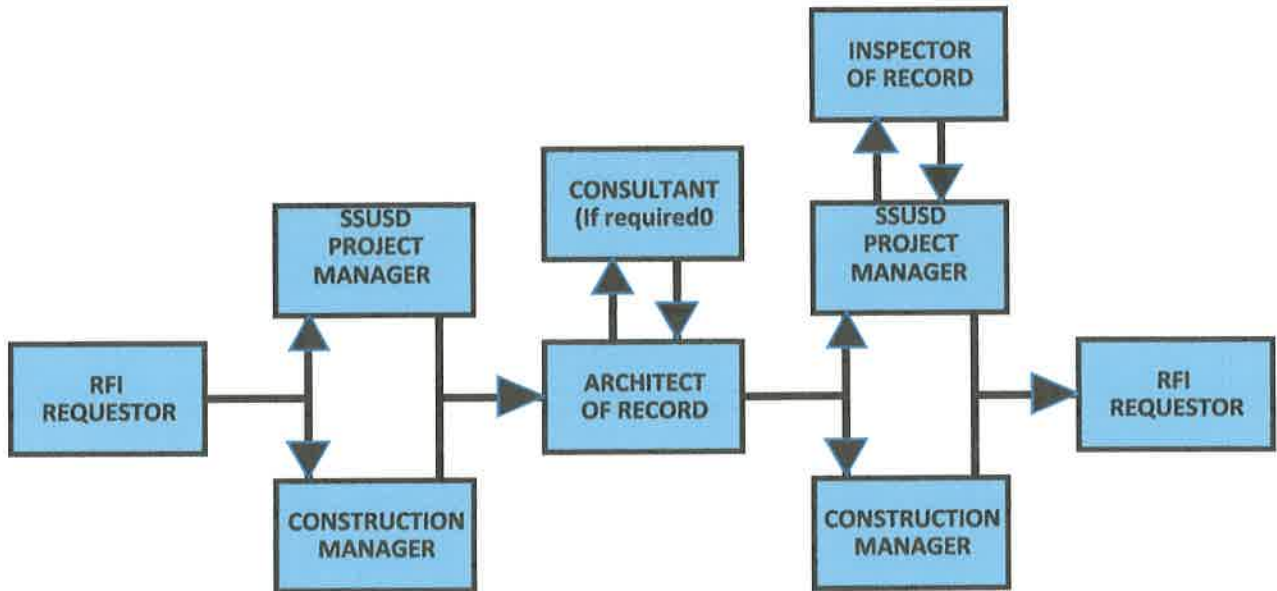
BURROUGHS HIGH SCHOOL MODERNIZATION

DSA No. A 033-115512

MAAS

PRE-BID REQUEST FOR INFORMATION PROCESS FLOW

September 4, 2014





Sierra Sands Unified School District

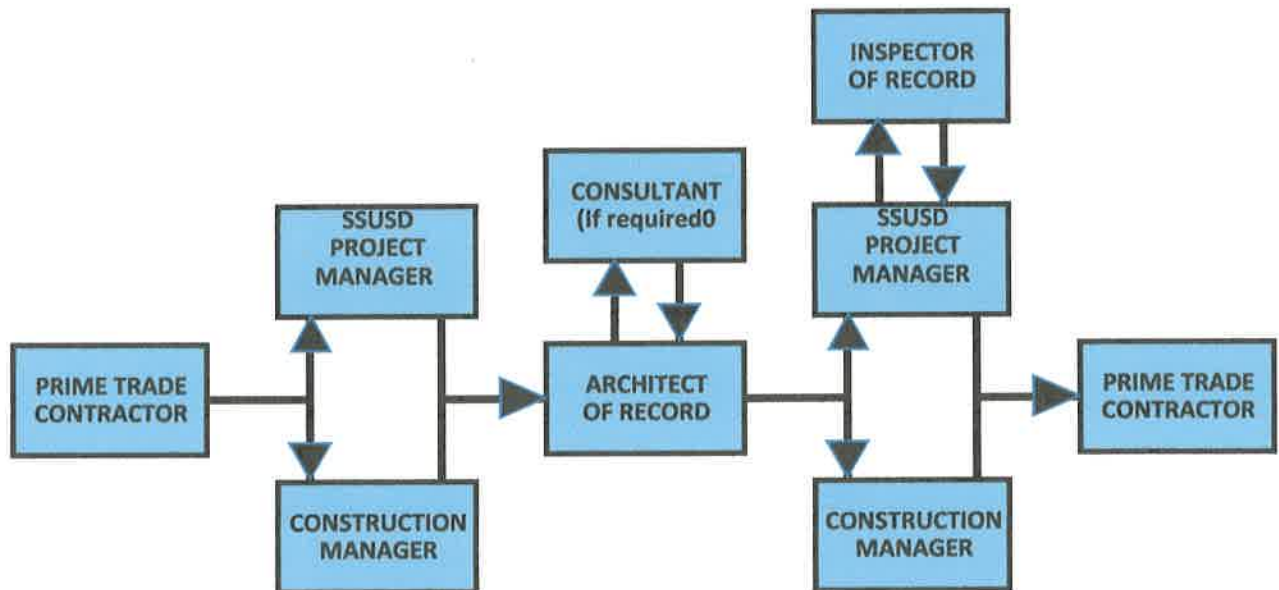
BURROUGHS HIGH SCHOOL MODERNIZATION

DSA No. A 033-115512

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REQUEST FOR INFORMATION PROCESS FLOW

September 4, 2014





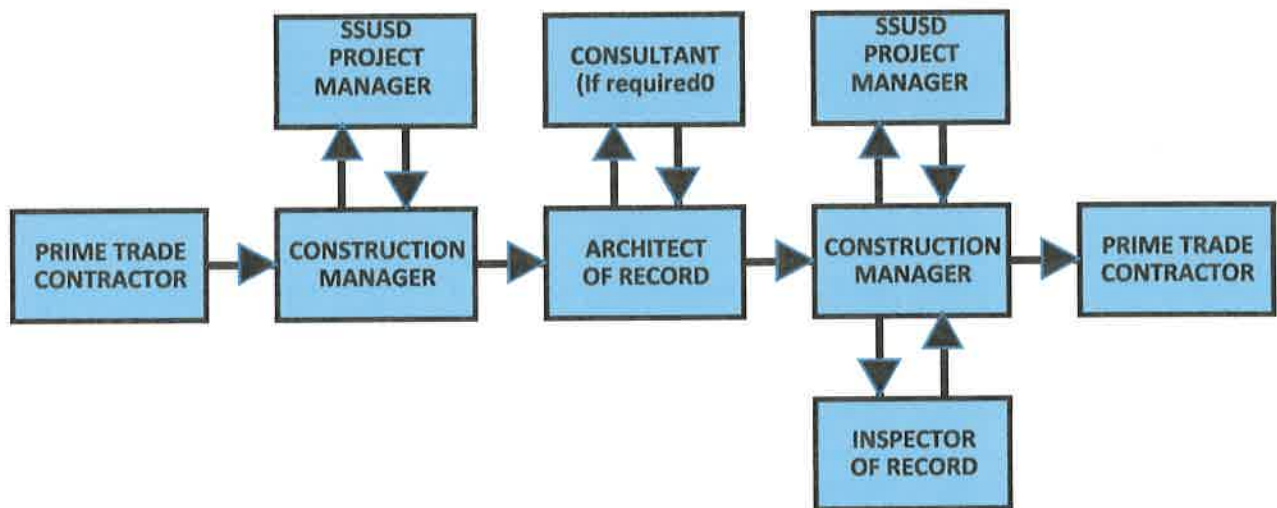
Sierra Sands Unified School District

BURROUGHS HIGH SCHOOL MODERNIZATION

DSA No. 03-115512



SUBMITTAL PROCESS FLOW



Client

PROJECT

MAAS

PROJECT TASKS CHECKLIST

Activity	Date		Comments
	Initiated	Complete	
PREDESIGN			
Surveys			
Boundary & Topographic Survey			
Geotechnical Survey & Report			
Environmental Impact Survey & Report			
Hazardous Materials Survey & Report			
Other			
Needs Assessment (Justifying Document)			
Design Professional Selection			
Request for Qualifications			
Shortlist			
Team Interviews			
Selection			
Contract Negotiation			
Contract Ratification			
Administration			
Project Status Reports			
Overall Project Schedule			
4 Week Look-Ahead Schedule			
DESIGN			
Scope Document (Program)			
Data Collection, Interviews, Document Search			
Document Preparation			
Owner Review & Acceptance			
Schematic Design			
Drawings			
Outline Specification			
Opinion of Probable Costs			
Owner Acceptance			
Design Development			
Drawings			
Outline Specification			
Opinion of Probable Costs			
Owner Acceptance			
Contract Documents			
Drawings			
Outline Specification			
Opinion of Probable Costs			
Owner Acceptance			
DSA Submittal			
Pre-Intake			
Submittal			
DSA Comments			
Red-Line Pick-ups			
Stamp-Out			

C12.1

8/10/14

Page 2

10. CONSTRUCTION ADMINISTRATION

10.3 Approval to Increase Plan Review Fees to Department of Toxic Substance Control for Murray Middle School due to Change of Remediation Requirements

BACKGROUND INFORMATION: In December 2012, the district received grant approval from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for an approximate thirty-nine million dollars for the construction of Murray Middle School adjacent to Burroughs High School. In response to that grant, the district ultimately commissioned PlaceWorks (previously The Planning Center) to provide Environmental Quality review services for the project. During the course of development of the environmental documents, an Environmental Site Assessment (ESA) was submitted to the California Department of Toxic Substance Control (DTSC) and approved, as is required by statute. Board approval had been received for payment of fees for the initial DTSC review, additional soil testing, and Removal Action Workplan (RAW) review. Subsequently, the environmental consultant has provided cost estimates for two methods of soil remediation, one estimated at \$3.2M and the second estimated at \$1.2M. The least expensive of these methods was selected by the district and is included in the RAW. Upon review of the change in remediation method, the DTSC has identified the need for a Site Cleanup Agreement, in lieu of the prior Environmental Oversight Agreement, for them to oversee the revised remediation procedures of the contaminated soil.

CURRENT CONSIDERATION: At this time, in order to change remediation methods based on cost estimates received, which indicate a remediation cost saving of \$2.1M, DTSC has provided a Scope of Work document, and an outline of potential fees for their further involvement and oversight of the project. The DTSC will commence finalizing the district's remediation plan upon commitment to the additional fees.

FINANCIAL IMPLICATIONS: The Not-to-Exceed amount of the DTSC Agreement is \$58,201.00. The district plans to use both the DoD fund sources for 80% of the contract, as well as several fund sources including Fund 35 and IKSFA for the remaining 20% to support this contract.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the district board authorize the additional DTSC fees in support of the Murray Middle School project as presented.

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Agreement Regarding:)	Docket No. HSA-FY14/15-016
)	
New Murray Middle School)	School Cleanup Agreement
Northwest Corner of East French Drive)	
and East Drummond Avenue)	
Ridgecrest, California 93555)	
Site Code Number: 104727-11)	
)	Health and Safety Code
Project Proponent:)	sections 25355.5 and 25358.1
)	and Education Code section 17213.2
Sierra Sands Unified School District)	
113 West Felspar Avenue)	
Ridgecrest, California 93555)	
_____)	

**I.
INTRODUCTION**

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) enters into this School Cleanup Agreement (Agreement) with the Sierra Sands Unified School District (Proponent). DTSC and the Proponent are referred to collectively herein as the "Parties."

1.2 Site. The property, which is the subject of this Agreement, (Site) is a proposed school site and is located at the northwest corner of East French Drive and East Drummond Avenue, Ridgecrest, Kern County, California 93555. The Site has no assigned Assessor's Parcel Number(s) as it is owned by the Federal Government. A location map and Site diagram are attached as Exhibit A and Exhibit B.

1.3 Jurisdiction. This Agreement is entered into by DTSC and the Proponent pursuant to Health and Safety Code section 25355.5 and Education Code section 17213.2. These sections authorize DTSC to enter into an enforceable agreement with

the Proponent to oversee the Proponent's implementation of response actions at the Site and other related activities, if necessary.

1.4 Purpose. The purposes of this Agreement are:

(a) For the Proponent to conduct a response action(s) and other associated activities under the oversight of DTSC and receive Site certification from DTSC; and

(b) For DTSC to obtain reimbursement from the Proponent for DTSC's oversight costs for activities associated with this Agreement; and

(c) To enable the Proponent to integrate and expedite the site cleanup and project finance and construction processes by seeking and obtaining all California Department of Education and Office of Public School Construction final approvals and State Allocation Board School Facility Program apportionment for a project at the Site prior to completion of the required response action(s); and

(d) To establish the terms of the Proponent's obligation to complete all DTSC required investigations and/or response action(s).

II. BACKGROUND

2.1 Ownership. The Site is owned by the Naval Air Weapons Station, China Lake.

2.2 Substances Found at the Site. During a preliminary environmental assessment, elevated levels of organochlorine pesticides, dieldrin and aldrin in soil, were detected at the Site. The Proponent submitted an application requesting to enter into this Agreement for DTSC's oversight of the development and implementation of response actions for the Site.

2.3 Physical Description. The Site is approximately 48 acres of currently undeveloped property located within the Naval Air Weapons Station, China Lake (NAWSCL).

2.4 Site History. The Site was undisturbed desert until acquired by the Navy circa 1943. The Navy constructed housing units on the northern portion of the Site in the late 1950s and then demolished the buildings in 2002. Infrastructure for the former housing development was abandoned in place. There have been no other Site uses since 2002.

III.

AGREEMENT

3.0 **IT IS HEREBY AGREED THAT** DTSC will provide review, oversight and approval of the response actions conducted by the Proponent in accordance with the Scope of Work contained in Exhibit C. The Proponent shall conduct the activities required under this Agreement in the manner specified herein and in accordance with the schedule specified in Exhibit D. All work shall be performed consistent with Education Code sections 17210, 17210.1, 17213.1 and 17213.2; Health and Safety Code section 25300 et seq., as amended; the National Contingency Plan (Code of Federal Regulations, Title 40, Part 300), as amended; and United States Environmental Protection Agency and DTSC Superfund guidance documents regarding site investigation and remediation.

3.1 Scope of Work and DTSC Oversight. DTSC shall review and provide the Proponent with written comments on all of the Proponent's deliverables as described in Exhibit C (Scope of Work) and other documents determined by DTSC to be necessary

to the scope of the project or the implementation of this Agreement. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate.

3.2 Additional Activities. Additional activities may be conducted and DTSC's oversight provided by amendment to this Agreement or Exhibits attached hereto in accordance with Paragraphs 3.10, 3.17 and 3.19. If DTSC expects additional oversight costs to be incurred related to these additional activities, DTSC will provide a written estimate of the additional oversight cost to the Proponent.

3.3 Agreement Managers. Mr. Shahir Haddad, Unit Chief, Schools Unit, Cypress Office, Brownfields and Environmental Restoration Program, is designated by DTSC as its Manager for this Agreement. Mr. Ernest M. Bell Jr., Superintendent, Sierra Sands Unified School District, is designated by the Proponent as Manager for this Agreement. Each Party to this Agreement shall provide at least 10 days advance written notice to the other of any change in its designated Manager.

3.4 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent by regular mail to the respective Agreement Managers at the following addresses:

(a) To DTSC:

Mr. Shahir Haddad, Unit Chief
Schools Unit – Cypress Office
Brownfields and Environmental Restoration Program
Attn: Mr. Aslam Shareef
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

(b) To the Proponent:

Mr. Ernest M. Bell Jr., Superintendent
Sierra Sands Unified School District
113 West Felspar Avenue
Ridgecrest, California 93555

For all documents required to be given to DTSC, the Proponent shall submit one hard (paper) copy and one electronic copy in Adobe Portable Document Format (PDF), as specified in Exhibit E. All submittals shall include applicable signatures and certification stamps.

3.5 DTSC Review and Approval.

(a) All response action activities taken pursuant to this Agreement shall be subject to the approval of DTSC. The Proponent shall submit all deliverables required by this Agreement to DTSC. Once the deliverables are approved by DTSC, they shall be subject to the terms of, and be enforceable under this Agreement.

(b) If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (1) return comments to the Proponent with recommended changes and a date by which the Proponent shall submit to DTSC a revised document incorporating the recommended changes; or (2) modify the document as deemed necessary and approve the document as modified.

(c) Any modifications, comments or other directives issued pursuant to this Paragraph are incorporated into this Agreement. Any noncompliance with these modifications or directives shall be deemed a failure or refusal to comply with this

Agreement and may be subject to penalties for noncompliance as specified in Paragraph 3.23.

3.6 Communications. All approvals and decisions of DTSC made regarding submittals and notifications will be communicated to the Proponent in writing by DTSC's Agreement Manager or his/her designee. Confirmation of a designation shall be provided in writing by DTSC to validate any approvals or decisions made by the designee of DTSC's Agreement Manager. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Proponent shall be construed to relieve the Proponent of the obligations to obtain such written approvals.

3.7 Stop Work Order. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, DTSC may order the Proponent to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment. In the event that DTSC determines that any activities (whether or not pursued in compliance with this Agreement) are proceeding without DTSC's authorization, DTSC may order the Proponent to stop further implementation of this Agreement or activities for such a period of time needed to obtain DTSC's authorization, if such authorization is appropriate. Any deadline in this Agreement directly affected by a Stop Work Order under this Paragraph shall be extended for the term of the Stop Work Order.

3.8 Payment. The Proponent shall pay (1) all costs incurred by DTSC for preparation of this Agreement and review of documents submitted prior to the effective

date of the Agreement, and (2) all costs incurred by DTSC in providing oversight pursuant to this Agreement, including review of the documents described in Exhibit C and associated documents, and in providing oversight of field activities. An estimate of DTSC's oversight costs is attached as Exhibit F. It is understood by the Parties that Exhibit F is an estimate and cannot be relied upon as the final cost figure. DTSC will bill the Proponent quarterly. The Proponent shall make payment within 30 days of the date of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by the Proponent.

3.8.1 In anticipation of services to be rendered, the Proponent shall make an advance payment of \$29,100.00 to DTSC no later than 10 days after this Agreement is fully executed. If the advance payment does not cover all costs payable to DTSC under this Agreement, the Proponent shall pay the additional costs within 30 days of the date of DTSC's billing.

3.8.2 If any billing is not paid by the Proponent within 60 days after it is sent, DTSC will commence calculating interest from the date of the billing, at the same rate of return earned on investment in the Surplus Money Investment Fund pursuant to Government Code section 16475 and Health and Safety Code section 25360.1.

3.8.3 All payments made by the Proponent pursuant to this Agreement shall be by a warrant or check made payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the Site (Site Code Number 104727) and the Docket Number (Docket Number HSA-FY14/15-016) of this Agreement. Payments shall be sent to:

Department of Toxic Substances Control
Att: Accounting/Cashier
1001 "I" Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of the warrant or check shall be sent concurrently to DTSC's Agreement Manager. The Proponent requests future DTSC's billings to be submitted to:

Ms. Pamela Pence, Program Manager
Sierra Sands Unified School District
113 West Felspar Avenue
Ridgecrest, California 93555

3.8.4 If the advance payment exceeds DTSC's actual oversight costs, DTSC will provide an accounting for expenses and refund the difference within 120 days after termination of this Agreement in accordance with Paragraph 3.28. In no other case shall the Proponent be entitled to a refund from DTSC or to assert a claim against DTSC for any amount paid or expended under this Agreement.

3.9 Condition Precedent. It is expressly understood and agreed that DTSC's receipt of the advance payment described in Paragraph 3.8.1 is a condition precedent to DTSC's obligation to provide oversight, review, comment, and/or approval pursuant to this Agreement.

3.10 Operation and Maintenance (O&M). If O&M is required, the Proponent shall comply with all O&M requirements in accordance with the final approved Removal Action Workplan (RAW), Remedial Action Plan (RAP), and/or Remedial Design, as applicable. Within 30 days of the date of DTSC's request, the Proponent shall prepare and submit to DTSC for approval an O&M plan that includes an implementation schedule. The Proponent shall implement the O&M plan in accordance with the approved schedule.

3.11 Record Retention. DTSC shall retain all cost records associated with the work performed under this Agreement for such time periods as may be required by applicable State law. The Proponent may request to inspect all documents which support DTSC's cost determination in accordance with the Public Records Act, Government Code section 6250 et seq.

3.12 Project Coordinator. The work performed by and on behalf of the Proponent pursuant to this Agreement shall be under the direction and supervision of a project coordinator with expertise in hazardous substance site cleanup. The Proponent shall submit: a) the name and address of the project coordinator; and b) in order to demonstrate the expertise in hazardous substance site cleanup, the resume of the project coordinator. The Proponent shall notify DTSC within 10 business days of any change in the identity of the project coordinator. All engineering and geological work shall be conducted in conformance with applicable State law, including but not limited to, Business and Professions Code sections 6735 and 7835 et al.

3.13 Access. The Proponent shall provide and/or obtain access to the Site and offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this Paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Site; reviewing the progress of the Proponent in carrying out

the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by the Proponent.

3.14 Sampling, Data and Document Availability. When requested by DTSC, the Proponent shall make available to DTSC, and shall provide copies of, all data and information concerning the presence, if any, of hazardous materials at the Site, including electronic data, technical records and contractual documents, sampling and monitoring information, photographs and maps, whether or not such data and information was developed pursuant to this Agreement. The required information or data about the Site may include information that is publicly available or that is within the Proponent's possession or control.

3.15 Notification of Field Activities. The Proponent shall inform DTSC at least seven (7) days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take splits of any samples collected by the Proponent pursuant to this Agreement. DTSC and the Proponent will agree to the most appropriate method of collecting the split samples.

3.16 Notification of Environmental Condition. The Proponent shall notify DTSC's Agreement Manager immediately upon learning of any condition posing an immediate threat to public health or safety or the environment. Within seven (7) days of the onset of such a condition, the Proponent shall furnish a report to DTSC, signed by the Proponent's Agreement Manager, setting forth the events which occurred and the measures taken in the response thereto.

3.17 Previously Unidentified Release. If, at any time during construction at the Site, a previously unidentified release or threatened release of a hazardous material or the presence of a naturally occurring hazardous material is discovered, the Proponent

shall, pursuant to Education Code section 17213.2(e), immediately cease all construction activities at the Site and notify DTSC's Agreement Manager. At this point, DTSC may determine, in consultation with the Proponent, that certain tasks, including, but not limited to, investigatory work, engineering evaluation, or procedure/methodology modifications are necessary in addition to, or in lieu of, the tasks and deliverables included in any part of a DTSC-approved RAW or other decision document. Within 14 days after the receipt of such determination, the Proponent may confer with DTSC to discuss the additional work DTSC has requested. The Proponent shall submit to DTSC a workplan for the additional work within 30 days of receipt of DTSC's determination or according to an alternate schedule established by DTSC. Upon approval of a workplan, the Proponent shall implement it in accordance with the provisions and schedule contained therein. If approved in writing by DTSC, the Proponent may continue to proceed with work at the Site that does not impede or interfere with ongoing investigations or work to be conducted.

3.18 Preservation of Documentation. The Proponent shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement. All such data, reports and other documents shall be preserved by the Proponent for a minimum of six (6) years after the conclusion of all activities carried out under this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, the Proponent shall comply with that request, deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. The Proponent shall notify DTSC in writing at least 90 days prior to destroying any documents prepared pursuant to this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the

expiration of the six-year period, the related records shall be retained until the completion and resolution of all issues arising therefrom or until the end of the six-year period, which ever is later.

3.19 Amendments. This Agreement may be amended or modified solely upon written consent of all Parties. Such amendments or modifications may be proposed by any Party and shall be effective the third business day following the day the last Party signing the amendment or modification sends its notification of signing to the other Party. The Parties may agree to a different effective date.

3.20 Exhibits. All exhibits identified in and attached to this Agreement are incorporated herein by this reference.

3.21 Time Periods. Unless otherwise specified, time periods begin from the effective date of this Agreement and "days" means calendar days. "Business days" means all calendar days that are not weekends or official State holidays.

3.22 Proponent Liabilities. The requirements in this Agreement constitute the requirements of DTSC pursuant to Health and Safety Code section 25187. Nothing in this Agreement shall constitute or be construed as a satisfaction or release from liability for any condition or claim arising as a result of the Proponent's past, current, or future operations.

3.23 Penalties for Noncompliance. The Proponent may be liable for penalties for each day out of compliance with any term or condition set forth in this Agreement as a result of Proponent's failure to comply, pursuant to Health and Safety Code sections 25187, 25359.2, 25359.4 and 25367.

3.24 Government Liabilities. The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the

Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a party to any contract entered into by the Proponent or its agents in carrying out the activities pursuant to this Agreement.

3.25 Third-Party Actions. In the event that the Proponent is or becomes a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, the Proponent shall notify DTSC in writing within 10 days after service of the complaint in the third-party action. The Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

3.26 Reservation of Rights. DTSC and the Proponent reserve the following rights:

(a) DTSC reserves its right to pursue cost recovery under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, Health and Safety Code section 25360 et seq., or any other applicable provision of the law.

(b) Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof.

(c) Nothing in this Agreement shall constitute or be construed as a waiver of the Proponent's rights, (including any covenant not to sue or release) with respect to any claim, cause of action, or demand in law or equity that the Proponent may have against any "person", as defined in section 101(21) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or Health and Safety Code section 25319, that is not a signatory to this Agreement.

(d) Nothing in this Agreement is intended or shall be construed to limit the rights of any of the Parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site.

(e) By entering into this Agreement, the Proponent does not admit to any fact, fault or liability under any statute or regulation.

3.27 Dispute Resolution. The Parties agree to use their best efforts to resolve all disputes informally. The Parties agree that the procedures contained in this Paragraph are the required administrative procedures for resolving disputes arising under this Agreement. If the Proponent fails to follow the procedures contained in this Paragraph, it shall have waived its right to further contest the disputed issue. The Proponent reserves its legal rights to contest or defend against any final decision rendered by DTSC under this Paragraph. Disputes regarding DTSC billings shall follow the procedures set forth in Paragraph 3.27.3.

3.27.1 The Proponent shall first seek resolution with DTSC's assigned project manager and unit chief. If the issue is not resolved after review by the unit chief, the Proponent shall seek resolution with the DTSC branch chief by presenting in a letter the issues in dispute, the legal or other basis for the Proponent's position, and the remedy sought. The branch chief shall issue a written decision with an explanation for the decision within 15 business days after receipt of the letter from the Proponent.

3.27.2 If the Proponent disagrees with the branch chief's decision, the Proponent may appeal to the division chief of the School Property Evaluation and Cleanup Division. To appeal to the division chief, the Proponent shall prepare a letter stating the reasons why the branch chief's decision is not acceptable. Attached to the letter shall be (a) the Proponent's original statement of dispute, (2) supporting

documents, and (3) copies of any responses prepared by the project manager, unit chief, and branch chief. This letter and attachments shall be sent to the division chief within 10 business days from the date of the Proponent's receipt of the branch chief's response. The division chief or his/her designee shall review the Proponent's letter and supporting documents, consider the issues raised and render a written decision to the Proponent within 15 business days of receipt of the Proponent's letter. The decision of the division chief, or his/her designee, shall constitute DTSC's administrative decision on the issues in dispute.

3.27.3 If the Proponent disputes a DTSC billing, or any part thereof, the Proponent shall notify DTSC's assigned project manager and attempt to informally resolve the dispute with DTSC's project manager and branch chief. If the Proponent desires to formally request dispute resolution with regard to the billing, the Proponent shall file a request for dispute resolution in writing within 45 days of the date of the billing in dispute. The written request shall describe all issues in dispute and shall set forth the reasons for the dispute, both factual and legal. If the dispute pertains only to a portion of the costs included in the billing, the Proponent shall pay all costs which are undisputed in accordance with Paragraph 3.8. The filing of a notice of dispute pursuant to this Paragraph shall not stay the accrual of interest on any unpaid costs pending resolution of the dispute. The written request shall be sent to:

Chief, Collections and Resolution Unit
Department of Toxic Substances Control
P.O. Box 806
Sacramento, California 95812-0806
(916) 322-0481

A copy of the written request for dispute resolution shall also be sent to the person designated by DTSC to receive submittals under this Agreement. A decision on the

billing dispute will be rendered by the Special Assistant for Cost Recovery and Reimbursement Policy or other DTSC designee.

3.27.4 The existence of a dispute shall not excuse, stay, or suspend any other compliance obligation or deadline required pursuant to this Agreement.

3.28 Termination of Agreement.

(a) In the event the Proponent withdraws or rescinds its application for State funds for the school project pursuant to the California Code of Regulations, title 2, section 1859.107, as amended, and all applicable regulations, procedures, and policies implementing Education Code chapter 12.5 (Leroy F. Greene School Facilities Act of 1998, commencing with section 17070.10), as amended; or in the event the Proponent's request for final site and plan approval for the school project is not approved by the California Department of Education or the Proponent's request for full and final funding is not approved by the State Allocation Board, the Proponent, upon giving 30 days written notice, shall be entitled to terminate the Agreement. In the event that this Agreement is terminated, the Proponent shall be responsible for DTSC's costs incurred in the implementation and administration of this Agreement through the effective date of termination. DTSC will submit a final billing within 120 days from the effective date of termination.

(b) Contamination Remains in Place Where Proponent is Property Owner. The Proponent, as owner of the Site, shall be subject to the jurisdiction of DTSC, if contamination exceeds levels that are protective of human health, safety and/or the environment. DTSC may issue an order to the Proponent requiring completion of cleanup pursuant to Health and Safety Code, chapter 6.5 (Hazardous Waste Control, commencing with section 25100) or chapter 6.8 (Hazardous Substance Account,

commencing with section 25300), as applicable. If DTSC determines that contamination may remain in place under restrictions limiting future land use, the Proponent may be required to develop engineering controls and/or institutional controls, and to enter into an operation and maintenance agreement and/or a land use covenant with DTSC to protect public health, safety and the environment.

3.29 Compliance with Applicable Laws. Nothing in this Agreement shall relieve the Proponent from complying with all applicable federal, State and local laws, regulations and requirements. The Proponent shall carry out this Agreement in compliance with all applicable requirements, including, but not limited to, requirements to obtain permits and to assure worker safety.

3.30 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

3.31 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.

3.32 Parties Bound. This Agreement applies to and is binding upon the Proponent and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, administrators, successors and assignees, including but not limited to individuals, partners and subsidiary, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement. No change in the ownership or corporate or business status of any signatory, or of the facility or Site shall alter any signatory's responsibilities under this Agreement.

3.33 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

3.34 Rescission of Previous Agreements. To the extent the Parties have entered into a prior agreement, including, but not limited to an Environmental Oversight Agreement, Voluntary Cleanup Agreement or a Master Agreement, relating to the same school project, that prior agreement is hereby rescinded and superseded by this Agreement.

3.35 Representative Authority. Each undersigned representative of the Parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Parties to this Agreement.

3.36 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

Shahir Haddad, Unit Chief
Schools Unit – Cypress Office
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control

Date: _____

Ernest M. Bell Jr., Superintendent
Sierra Sands Unified School District

Date: _____

EXHIBITS

A - SITE LOCATION MAP

B - SITE DIAGRAM

C - SCOPE OF WORK

D - PROJECT SCHEDULE

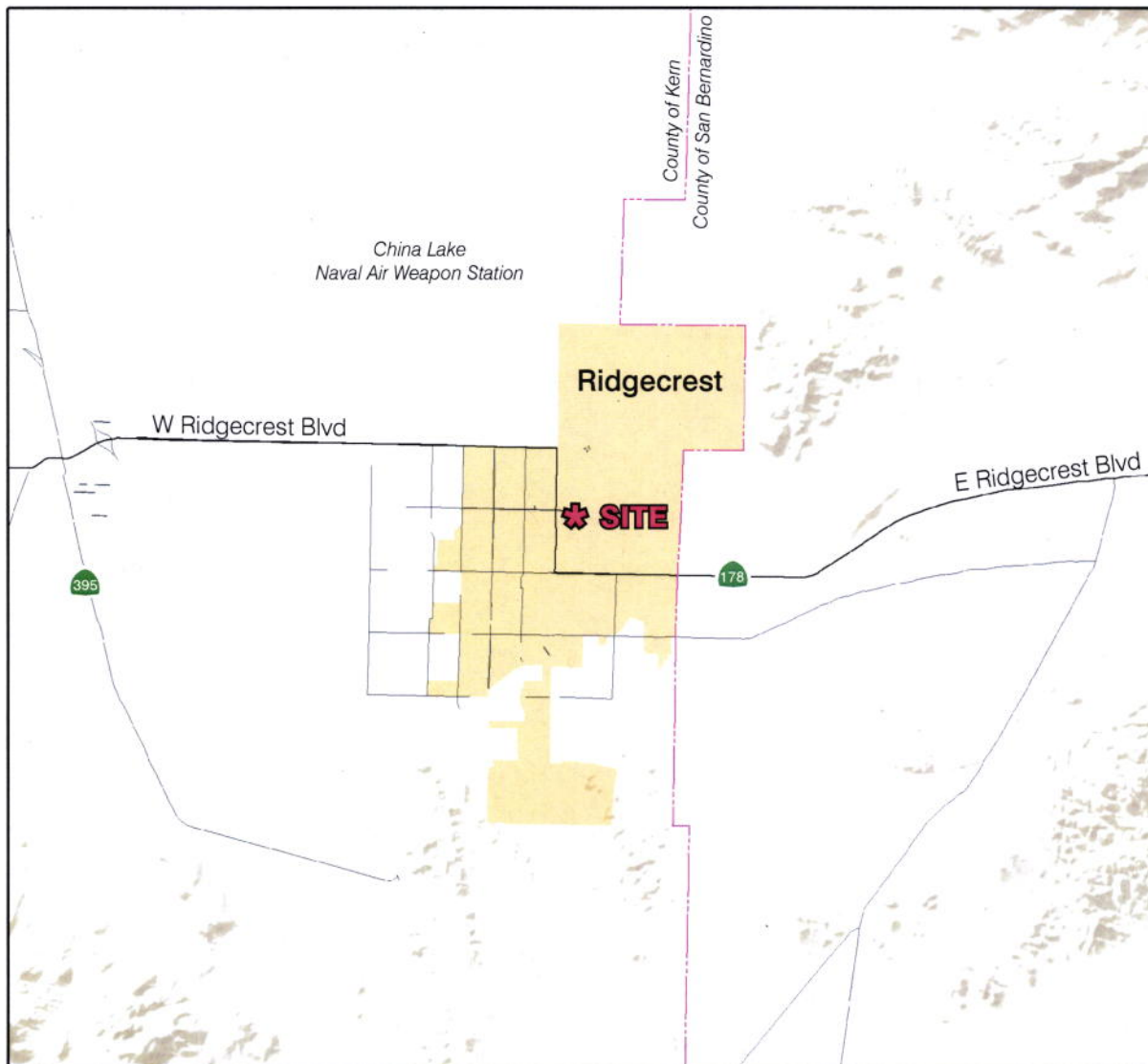
**E - GUIDELINES FOR SUBMITTING DOCUMENTS IN ADOBE PORTABLE
DOCUMENT FORMAT**

F - COST ESTIMATE

EXHIBIT A

SITE LOCATION MAP

Figure 1
Site Location



0 3
Scale (Miles)



EXHIBIT B

SITE DIAGRAM

Figure 2

Aerial Photograph



--- Middle School Boundary

0 500
Scale (Feet)



Source: Google Earth Pro 2013

Phase I Environmental Site Assessment
Proposed Murray Middle School

The Planning Center | DC&E • December 2013

SSSD-02.0E

EXHIBIT C

SCOPE OF WORK

EXHIBIT C SCOPE OF WORK

The following Tasks will be completed as part of this Agreement. If circumstances warrant, the Proponent, with DTSC's prior written concurrence, may streamline certain tasks.

TASK 1. Submittal of Existing Data

The Proponent shall submit to DTSC, if relevant and available, all background information, sample analysis results, environmental assessment reports, and any other information pertinent to the hazardous materials management and/or release, characterization and cleanup of the Site not previously submitted as part of the Phase I Environmental Assessment (Phase I), Phase I Addendum and/or Preliminary Endangerment Assessment (PEA) reviewed by DTSC. DTSC will review the information, and, in coordination with the Proponent, identify areas and compounds of concern, and determine the additional activities, if any, required to complete the investigation/remediation of the Site.

TASK 2. Scoping Meeting

DTSC's project manager will schedule a scoping meeting with the Proponent and the project coordinator within 15 days of Agreement execution. During the scoping meeting, the project coordinator shall present the proposed scope of work, including a summary of the historical and current onsite land uses, the uses of the adjacent properties, results of the PEA investigation, proposed response actions and timeframe for completion of each task. DTSC will provide recommendations, as needed, and request workplans or reports, as appropriate.

TASK 3. Supplemental Site Investigation (SSI)

- 3.1 SSI Workplan: The Proponent shall submit an SSI Workplan that describes the activities proposed to characterize the contamination identified at the Site. The SSI Workplan shall also include a Site-specific health and safety (HAS) plan as specified in Task 5, quality assurance/quality control (QA/QC) plan as specified in Task 6, sampling plan, and implementation schedule. DTSC will review the SSI Workplan and provide written comments to the Proponent or approve the SSI Workplan. The Proponent shall revise the SSI Workplan in accordance with DTSC's comments, if any is issued.
- 3.2 SSI Workplan Implementation: The Proponent shall begin implementation of the approved SSI Workplan in accordance with the approved implementation schedule. DTSC shall provide oversight and approval of SSI Workplan implementation, as appropriate.
- 3.3 SSI Report: The Proponent shall prepare an SSI Report that at a minimum presents the data, summarizes the results of the investigation, validates all data, and includes recommendations and conclusions. DTSC will review the SSI

Report and provide written comments to the Proponent or approve the SSI Report. The Proponent shall revise the SSI Report in accordance with DTSC's comments, if any is issued.

TASK 4. Removal Action Workplan (RAW)

If DTSC determines a removal action is appropriate, the Proponent shall prepare a Removal Action Workplan (RAW) in accordance with Health and Safety Code sections 25323.1 and 25356.1. The RAW shall include:

- (a) A description of the onsite contamination;
- (b) The goals to be achieved by the removal action;
- (c) An analysis of the alternative options considered and rejected and the basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implementability and cost;
- (d) Administrative record list;
- (e) A statement that the RAW serves as an equivalent document to the Engineering Evaluation/Cost Analysis document required by the National Contingency Plan;
- (f) A health and safety plan (as described in Task 9);
- (g) A QA/QC plan (as described in Task 10);
- (h) An implementation schedule; and
- (i) Any other plans (e.g., transportation plan, dust monitoring and mitigation plan) deemed applicable, relevant or appropriate (Site specific).

DTSC will review the RAW and provide written comments to the Proponent. If the RAW is determined by DTSC to be incomplete, the Proponent shall address all outstanding issues as appropriate.

If DTSC determines a Remedial Action Plan (RAP) is required for the proposed response action, the Proponent shall prepare the RAP in accordance with Health and Safety Code section 25356.1(c) for DTSC's review and approval. The preparation, review and approval of a RAP may be addressed under Paragraph 3.2 (Additional Activities) of this Agreement.

TASK 5. Health and Safety (HAS) Plan

The Proponent shall submit a Site-specific HAS Plan in accordance with California Code of Regulations, title 8, section 5192 and DTSC guidance, which covers all measures, including contingency plans, which shall be taken during field activities to protect the health and safety of the workers at the Site and the general public from exposure to hazardous waste, substances or materials. The HAS Plan should describe the specific personnel, procedures and equipment to be utilized.

TASK 6. Quality Assurance/Quality Control (QA/QC) Plan

All sampling and analysis conducted by the Proponent under this Agreement shall be performed in accordance with a QA/QC Plan submitted by the Proponent and approved by DTSC. The QA/QC Plan shall describe:

- (a) The procedures for the collection, identification, preservation and transport of samples;
- (b) The calibration and maintenance of instruments;
- (c) The processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by DTSC pursuant to Health and Safety Code section 25198; and
- (d) How the data obtained pursuant to this Agreement will be managed and preserved in accordance with Paragraph 3.18 (Preservation of Documentation) of this Agreement.

TASK 7. RAW Public Participation

- 7.1 The Proponent shall conduct appropriate public participation activities given the nature of the community surrounding the Site and the level of community interest. The Proponent shall work cooperatively with DTSC to ensure that the affected and interested public and community are involved in DTSC's decision-making process. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25358.7 and 25358.7.1, the DTSC Public Participation Policy and Procedures Manual, and with DTSC's review and approval.
- 7.2 The Proponent shall prepare a community profile to examine the level of the community's knowledge of the Site; the types of community concerns; the proximity of the Site to homes and/or schools, day care facilities, churches, etc.; the current and proposed use of the Site; media interest; and involvement of community groups and elected officials.
- 7.3 The Proponent shall inform the community of Site conditions and project activities, utilizing a notification format developed by DTSC. The notification may be provided through publication of a public notice in a local newspaper and/or mail-out of an information letter or a fact sheet to community members. The Proponent shall develop and submit information letters or fact sheets to DTSC for review and approval when specifically requested by DTSC. The Proponent shall be responsible for printing and distribution of information letters or fact sheets upon DTSC's approval using the approved community mailing list.
- 7.4 The Proponent shall publish, as appropriate or if deemed necessary by DTSC, in a major local newspaper(s), a public notice announcing the availability of the RAW for public review and comment. The public comment period shall last a minimum of 30 days. Within two (2) weeks of the close of the public comment

period, the Proponent shall prepare and submit to DTSC a draft response to the public comments received.

- 7.5 DTSC may require that the Proponent hold at least one public meeting to inform the public of the proposed activities and to receive public comments on the RAW.
- 7.6 If appropriate, the Proponent shall revise the RAW on the basis of comments received from the public, and submit the Final RAW to DTSC for review and approval. The Proponent shall also notify the public of any significant changes from the action proposed in the RAW.

TASK 8. California Environmental Quality Act (CEQA)

Based on the results of the draft Initial Study, DTSC will prepare the necessary CEQA documents. If required, the Proponent shall submit the information necessary for DTSC to prepare these documents. If appropriate, the Proponent shall revise the RAW to meet the applicable CEQA requirements, and submit the Final RAW to DTSC for review and approval. The Proponent shall also notify the public of any significant changes from the action proposed in the RAW.

TASK 9. Implementation of Final RAW

The Proponent shall implement the removal action in accordance with the approved Final RAW. During implementation of the RAW, DTSC may specify such additions, modifications and revisions to the RAW as deemed necessary to protect human health and safety or the environment or to implement the RAW.

TASK 10. Removal Action Completion Report

Within 30 days of completion of RAW field activities, the Proponent shall prepare a Removal Action Completion Report documenting the implementation of the Final RAW. DTSC will review the Removal Action Completion Report and provide written comments to the Proponent or approve the Removal Action Completion Report.

TASK 11. Certification

Where response actions have been required at the Site, DTSC will issue certification when the four (4) following conditions have been met:

- (a) DTSC has performed a Site inspection to ensure that all response actions, except operation and maintenance activities (if appropriate), have been completed as necessary to ensure that hazardous materials at the Site no longer pose a significant risk;
- (b) DTSC has determined that response action standards and objectives have been met;
- (c) DTSC has approved the Removal Action Completion Report; and
- (d) DTSC has approved the final Operation and Maintenance Plan, if appropriate.

EXHIBIT D

PROJECT SCHEDULE

EXHIBIT D

PROJECT SCHEDULE

TASK	TIMELINE
Proponent to submit advance payment	Within 10 days of Agreement execution
Proponent to submit existing data and reports	Within 15 days of Agreement execution
A scoping meeting to plan and coordinate project activities	Within 15 days of Agreement execution
Proponent to submit SSI Workplan and Report	As determined in consultation with DTSC
DTSC to review and comment or approve on submitted SSI Workplan and Report	As determined in consultation with DTSC
Proponent to submit draft RAW	Within 30 days of receipt of DTSC's request
DTSC to review and comment on draft RAW.	Within 30 days of receipt of draft RAW
Public participation and CEQA activities	As determined in consultation with DTSC
Proponent to finalize RAW, incorporate public comments, if necessary, and submit Final RAW	Within 15 days of close of public comment period
DTSC to approve Final RAW	Within 15 days of receipt of Final RAW
Proponent to implement Final RAW	As outlined in Final RAW
Proponent to submit Removal Action Completion Report	As outlined in Final RAW
DTSC to review and comment or approve Removal Action Completion Report	Within 30 days of receipt of Removal Action Completion Report
Operation and Maintenance Plan, if required	As determined by DTSC
Certification	As determined by DTSC

EXHIBIT E

GUIDELINES FOR SUBMITTING PDF DOCUMENTS IN ADOBE PORTABLE DOCUMENT FORMAT

EXHIBIT E

Guidelines for Submitting PDF Documents to DTSC

With the DTSC Cleanup Program's database, EnviroStor, the public can now download and view project-related documents online. To provide the public with this vital source of information, please provide a PDF copy of documents, even if a hard copy will be supplied.

Due to differences in internet downloading capabilities and resolutions of PDF files, many users have problems uploading and downloading PDF files. Most often the problem is caused by files being saved at unnecessary large sizes. The following guidelines were created to provide consistency in PDF files and allow most users to access these files from EnviroStor.

1) File size: For each file that needs to be uploaded, the maximum file size should be kept to **30 megabytes** (MB). If you have a large file, please save large color images (e.g., figures, site photos, maps) and supplemental information (appendices) into separate PDF files.

2) Resolution for scanned files: For files being scanned from a scanner, the resolution or DPI setting should be no more than **200 DPI**.

3) Saving and Naming PDF files: If you make any changes to a PDF file, always use the Save As option instead of the Save option when saving. This will produce a smaller file size. It is recommended that the files be named by using an abbreviated site name, report title, date, and, if multiple files are being uploaded, the section of report (e.g., **Site_report_mmddyy_section**, 968-81stAve_PEA_072706_text).

4) Accessibility: To ensure that all files uploaded into EnviroStor are searchable and comply with California's Web Accessibility law, please run all PDF files through an Optical Character Recognition (OCR) process prior to submitting the file to DTSC.

5) Bookmarks: For large reports, bookmarks should be created in the PDF for ease of navigation.

EXHIBIT F

COST ESTIMATE

EXHIBIT F

DTSC COST ESTIMATE WORKSHEET

SCHOOL CLEANUP AGREEMENT

Proponent: Sierra Sands Unified School District

Project: Proposed Murray Middle School

CalStars Site Code: 104727-11

CalStars Site Code: 104727-11													
Title	VCP Coord.	Project Manager		Supervisor		Toxicology	Geology	Industrial Hygiene	HQ Engring	Public Particip	HQ CEQA	Legal	Clerical
Classification	SSA	ES	HSE	Sup ES	Sup HSEI	Staff Toxicologist	Eng Geol.	Assoc IH	HSE	PPS	AEP	Staff Counsel	OT
TASK:													
Agreement Prep./Negotiation	2												
Supplemental Site Investigation													
Review and Comment on Supplemental Site Investigation Workplan, Field Oversight, Review and Comment on SSI Report													
Removal action workplan													
- Workplan/design			32		2	16	32		4				2
- Implementation			20										
- Report			32		2	20	20		4				2
Public Participation			8							40			
CEQA& Certification			25								40		
Operation and Maintenance Agreement	2		4		1							4	
Operation and Maintenance			20										
Total No. Hours/Class	4	0	141	0	5	36	52	0	8	40	40	4	4
Hourly Rate/Class	105	132	193	216	228	179	194	152	193	126	132	181	77
Cost/Class	420	0	27213	0	1140	6444	10088	0	1544	5040	5280	724	308
Grand Total Cost	\$58,201												

* Hourly rates are revised annually and subject to change

* Hourly rates include indirect labor costs

8-May-15



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director
5796 Corporate Avenue
Cypress, California 90630



Edmund G. Brown Jr.
Governor

May 8, 2015

Mr. Ernest M. Bell Jr., Superintendent
Sierra Sands Unified School District
113 West Felspar Avenue
Ridgecrest, California 93555

SCHOOL CLEANUP AGREEMENT, DOCKET NUMBER HSA-FY14/15-016, NEW MURRAY MIDDLE SCHOOL, NORTHWEST CORNER OF EAST FRENCH DRIVE AND EAST DRUMMOND AVENUE, RIDGECREST, KERN COUNTY (SITE CODE: 104727-11)

Dear Mr. Bell:

At the District's request, the Department of Toxic Substances Control (DTSC) has amended the existing Environmental Oversight Agreement to this School Cleanup Agreement (SCA). Enclosed for your review and signature are two originals of the SCA for the subject Site. The SCA will cover DTSC's oversight of the implementation of a Removal Action Work Plan (RAW) and/or the review and comment on a RAW Completion Report and other investigation activities. Please note changes may be made only on Site-specific information.

Upon your signature, please return both originals (via a mail tracking system) to my attention **at the letterhead address**, for DTSC signature. One fully executed original will be returned for your files, along with payment instructions. **Additionally, please do not staple the Agreements.**

If you have any questions, please call me at (714) 484-5482.

Sincerely,

Ellen DelMar
Agreement Coordinator
Schools Evaluation and Brownfields Outreach Branch
Brownfields and Environmental Restoration Program

Enclosures



11. BUSINESS ADMINISTRATION

11.1 Approval of Resolution #27 1415 in Support of SB 191 (Block) Home-to-School Transportation Equity

BACKGROUND INFORMATION: In February 2015, the Legislative Analyst Office released an analysis of the school transportation funding program in California. The report confirmed that the cost of transporting California's children to and from school each day is an unequal cost burden for many school districts. Additionally, it was found that severe inequity exists in transportation funding reimbursement for one-fifth of the most underfunded school districts and county offices of education. This gross inequity exists because growth funding in school transportation has not been provided in over 30 years.

CURRENT CONSIDERATIONS: At Sierra Sands Unified School District approximately 800 students are transported home to school each day. Located in a rural area, the district buses larger numbers of students for longer distances increasing the cost burden. With the change in the state funding mechanism to the Local Control Funding Formula in 2012-13 the district continues to receive the same level of transportation funding as received that year, as add-on funding without the benefit of an annual cost of living adjustment (COLA). Sierra Sands Transportation funding level is at 38.8% of the actual cost of transporting students. Therefore, the district must use its general fund to augment student transportation funding received. Senator Block has introduced SB 191 to raise the home-to school reimbursement rate for California's most severely underfunded school districts up to 50% over a 6-year period and additionally to provide an annual COLA for transportation funding for all school districts. The Kern County Superintendent of Schools, in conjunction with the California School Boards Association, seeks support for SB 191 to acquire equity in transportation funding, as expressed in attached Resolution #27 1415.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt Resolution #27 1415 urging Legislature to pass SB 191 and the Governor to sign this bill into law.

Resolution #27 1415
IN SUPPORT OF SB 191 (BLOCK);
Home-to-School Transportation Equity

- WHEREAS, The Sierra Sands Unified School District provides essential home-to-school transportation service to approximately 800 students; and,
- WHEREAS, The Sierra Sands Unified School District has been contributing ever larger amounts from its general fund to support school transportation service as the state has reduced its support of this program; and,
- WHEREAS, Special education transportation support is mandated as a related service under Federal Law for students based on their Individualized Education Program, and this is a growing cost for the School District; and,
- WHEREAS, The Sierra Sands Unified School District significantly has reduced its regular education transportation services to remain as close as possible to the revenue they have received; and,
- WHEREAS, School transportation revenue has been capped in California since the 1982-83 school year, not allowing for demographic changes or cost increases; and Sierra Sands Unified School District has received no additional transportation funding to transport students
- WHEREAS, California ranks at the very bottom of the 50 states in the percentage of pupils who are provided home-to-school transportation; and,
- WHEREAS, Approximately 700,000 students are transported by bus each year in California. Funding levels for school transportation in California have remained stagnant for over 30 years. School transportation funding allocations have never included funding for enrollment growth – resulting in a growing funding disparity for school districts that have experienced enrollment growth.
- WHEREAS, School districts throughout California, due to their rural setting and/or geographic size, must bus larger numbers of students longer distances – creating an additional, disproportionate cost burden on many districts.
- WHEREAS, Home-to-School Transportation funding remains outside of the Local Control Funding Formula (LCFF). Districts that received transportation funding in 2012-13 continue to receive the same amount they received that year, as a separate add-on to their LCFF funding. The transportation funds must be used for transportation and no cost of living adjustment is provided.
- WHEREAS, The California Legislative Analyst Office 2014 report on Home to School Transportation showed that the average statewide reimbursement rate is 35% of approved costs, that districts spent over \$1.4 billion transporting students and receive less than \$492 million in state funding, and districts must use their local discretionary funds to fill this deficit.

WHEREAS, The underfunding of home-to-school transportation has led to service reductions to the detriment of the safety and educational opportunities of pupils; and,

WHEREAS, Senator Block has authored SB 191 that addresses the inequities in school transportation funding and brings severely underfunded districts up to a 50 percent reimbursement rate implemented over a period of years, from 2015-16 through 2021-22, with full implementation coinciding with full implementation of LCFF.

NOW THEREFORE BE IT RESOLVED, that the Board Of Trustees of the Sierra Sands Unified School District declares its support of SB 191 and encourages the legislature to pass this bill and the Governor to sign this bill into law.

Resolved this 21st day of May 2015 by the following vote:

Ayes:

Nays:

Abstentions:

Absent:

I certify that the foregoing to be a full, true, and correct resolution duly adopted by the Board of Trustees of the Sierra Sands Unified School District.

Bill Farris
President, Board of Trustee

11. BUSINESS ADMINISTRATION

11.2 Approval of Resolution #28 1415 Authorization to Increase the Revolving Cash Fund

BACKGROUND INFORMATION: Per Board Policy 3314.2, the board has established a revolving cash fund for use by the superintendent or designee in paying for goods, services, and other charges determined by the board, including supplemental payments required to correct any payroll errors. If deemed so necessary, the governing board may with the consent of the county superintendent of schools, adopt a resolution to increase the amount of funds available in the revolving cash fund.

CURRENT CONSIDERATIONS: The limit of the current level of \$22,000.00 available in the Revolving Cash Fund was established in October, 2002. Since that date no adjustments have been made to the fund level. Increasingly, over the past 13 years there has been a need to replenish the revolving cash fund more frequently. Approximately 15% of the revolving cash account is distributed to the sites as petty cash funds. The remainder is left available for monthly credit card invoices, coverage of payroll emergencies, fingerprint charges, and travel advances. Raising the revolving cash fund level to \$40,000.000 will improve management of this fund.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the board approve Resolution #28 1415 to increase the Revolving Cash Fund by \$18,000.00 to a balance of \$40,000.00.

BEFORE THE GOVERNING BOARD OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT

In the Matter of)	
)	
INCREASE OF)	RESOLUTION #28 1415
REVOLVING CASH FUND)	
(E.C. 42800, 85401))	
_____)	

WHEREAS, in the operation of the administrative duties of the Sierra Sands Unified School District numerous miscellaneous items are needed; and

WHEREAS, it is cumbersome and inefficient to purchase said miscellaneous items upon separate orders and requisitions and draw separate warrants for their payment;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Trustees of said Sierra Sands Unified School District, County of Kern, State of California, as follows:

1. That there is a necessity for increasing the revolving cash fund which has been established.

2. That a revolving cash fund in the amount of forty thousand dollars (\$40,000.00) shall be available for the use of the Chief Accounting Officer of the District by increasing the existing fund by the sum of eighteen thousand dollars (\$18,000.00) for the purpose of paying cash for miscellaneous items which are required from time to time in the operation of said school district such as monthly credit card invoices, coverage of payroll emergencies, fingerprint charges, petty cash, and travel advances.

The foregoing resolution, on motion of Trustee _____, seconded by Trustee _____, was duly passed and adopted this 21st day of May, 2015, by the following vote, to wit:

AYES:_____ NOES:_____ ABSENT:_____

Signed: _____
Michael Scott
Clerk/Secretary of the Board of Trustees

Approved:

CHRISTINE LIZARDI FRAZIER
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By: _____, Deputy Date: _____

(File original and one copy with the County Superintendent of Schools, E.C. 42801, 85401)

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

CURRENT CONSIDERATIONS: “A” and “B” warrants released in April 2015 are submitted for approval. “A” warrants totaled \$2,543,130.15. “B” warrants totaled \$3,461,332.80.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for April 2015 as presented.

This list represents the "A" and "B" warrants released during the month of **April 2015**
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	\$1,783,130.26
End of month classified	\$ 577,272.17
10th of month certificated	\$90,756.24
10th of month classified	\$91,971.48
Total "A" Warrants	\$2,543,130.15

"B" WARRANTS

Register Number	<u>Amount</u>
203	\$21,556.51
204	March
205	\$389,283.12
206	March
207	\$17,828.22
208	Food Service
209	\$22,547.44
210	March
211	Food Service
212	\$12,041.00
213	\$87,265.47
214	\$13,090.14
215	Food Service
216	\$69,396.41
217	\$16,965.00
218	\$477,220.12
219	\$2,167,875.00
220	\$28,072.83
221	\$28,630.64
222	\$28,051.06
223	\$144.52
224	\$28,353.07
225	May
226	Food Service
227	May
228	May
229	May
230	\$53,012.25
Total "B" Warrants	\$3,461,332.80

12. CONSENT CALENDAR

12.2 Appointment of 2015-16 California Interscholastic Federation (CIF) League Representatives for Burroughs High School

BACKGROUND INFORMATION: As required by the California Interscholastic Federation (CIF), the governing board of each school district must annually appoint league representatives for each school under its jurisdiction.

CURRENT CONSIDERATIONS: It is recommended that Bryan Auld, principal of Burroughs High School, be appointed to serve as league representative for Burroughs High School for the 2015-16 school year and athletic director, Robert Campbell be appointed as the principal's designee in his absence.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that Bryan Auld, principal of Burroughs High School, be appointed to serve as league representative for Burroughs High School for the 2015-16 school year and Robert Campbell be appointed to serve as the principal's designee.

2015-2016 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 24, 2015.**

Sierra Sands Unified School District/Governing Board at its May 21, 2015 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2014-2015 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Burroughs High School
NAME OF REPRESENTATIVE Bryan Auld POSITION Principal
ADDRESS 500 E. French CITY Ridgecrest ZIP 93555
PHONE 760-499-1800 FAX 760-375-1735 E-MAIL bauld@ssusd.org

NAME OF SCHOOL Burroughs High School
NAME OF REPRESENTATIVE Robert Campbell POSITION Athletic Director
ADDRESS 500 E. French CITY Ridgecrest ZIP 93555
PHONE 760-499-1800 FAX 760-375-1735 E-MAIL rcampbell@ssusd.org

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Ernest M. Bell, Jr Signature _____

Address 113 W. Felspar Avenue City Ridgecrest Zip 93555

Phone 760-499-1600 Fax 760-375-3338

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.

12. CONSENT CALENDAR

12.3 Approval to Declare the Property Value of Four Vehicles and Allow for the Sale of the Vehicles to an Auto Recycling Center as Surplus Property

BACKGROUND INFORMATION: Administrative Regulations 3270, Sale and Disposal of Books, Equipment and Supplies, regulates the process for disposing of district equipment. AR 3270 states that the board may dispose of personal property belonging to the district if the board members attending a meeting unanimously agree that the property is worth no more than \$2,500.00. Under these circumstances, the board may designate any district employee to sell the property without advertising. (Education Code 17546)

CURRENT CONSIDERATIONS: The ROP Auto program receives donations of used vehicles and uses these vehicles for hands-on classroom instruction. After vehicles have been used a number of times, the vehicles are no longer able to be registered and/or driven. At the current time there are four vehicles that have extremely limited value to the district and need to be sold to an auto recycling yard. Each car is estimated to be worth no more than the salvage value of \$150.00. The district is requesting permission to surplus the vehicles listed below without going to bid.

- 1996 Ford Escort VIN # 1fasp11j4tw160892
- 1999 Saturn VIN # 1g8zk5275xz215785
- 1999 Ford Escort VIN # 3fakp1137xr62100
- 1992 Mazda MX6 VIN # 1yvvd31b9n5197114

FINANCIAL IMPLICATIONS: The anticipated value of the four vehicles is approximately \$600.00. The funds received will be deposited into the general fund and used to offset future ROP Auto expenses.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board determine the value of the four vehicles at a value less than \$2,500.00 and designate district staff to sell the property without advertising.

12. CONSENT CALENDAR

12.4 Approval of Perkins Career Technical Education Application for Funding for the
2015-16 School Year

BACKGROUND INFORMATION: The Carl D. Perkins Career and Technical Education Improvement Act of 2006 provide funding for secondary career technical education programs. In accordance with the program targeting requirements of the Perkins Act, the 2015-16 funds must be expended to support program improvements in any of the fifteen CTE industry sectors.

CURRENT CONSIDERATIONS: The Sierra Sands Unified School District Career Technical Education application for the 2015-16 school year is presented for approval. The application includes assurances, planned use of funds, actions to increase access for special population students, and actions to achieve performance levels. The funds associated with this application will support the implementation of the district's 2008-2012 Local Career Technical Education Plan (effective dates extended by the state) and address the career preparation needs of our students. The application was presented to the CTE advisory committee for approval on April 30, 2015.

There are minimal changes to this year's application. Elements continued this year, in response to federal reauthorization, include performance levels for Perkins Core Indicators and increased accountability requirements. Sierra Sands exceeds all core indicator performance targets with the exception of Non-Traditional Participation.

FINANCIAL IMPLICATIONS: The tentative allocation of approximately \$42,706.00 for Perkins federal funding provides supplemental funding for career technical education programs. The 2015-16 Perkins funding reflects a 10% reduction from the prior year.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the district's Perkins Career Technical Education Application for Funding, 2015-16 as presented.

Program Grant Management System (PGMS)

Sierra Sands Unified (131 - Secondary)

LEA Profile

Allocation Amount	\$42,706.00
Budgeted Amount	\$42,706.00
Indirect Amount	\$1,605.00 *
Application Due Date	Tuesday, May 05, 2015 5:00 PM
Application Status	Submitted For Review on 4/29/2015 4:08:25 PM
Fiscal Activity	N/A
Signed GAN Received by CDE	Not Received

* Subject to change based on Capital Outlay and actual expenditures

Local Education Agency (LEA) information

LEA Contact Information

LEA Name: Sierra Sands Unified (131 - Secondary)
CDS Code: 15-73742-0000000
Address: 113 West Felspar Ave.,
 Ridgecrest, CA 93555-3520
Phone: (760) 499-1600
Fax: (760) 375-4562
E-mail: superintendent@ssusd.org

Superintendent

Name: Ernest Bell

Perkins Coordinator Information

Perkins Coordinator

Name: Shirley Kennedy
Title: Asst. Superintendent
Phone: 760-499-1640 **Extension:**
Fax:
E-mail: skennedy@ssusd.org
Street Address: 113 Felspar Avenue
City: Ridgecrest
State: CA
Zip Code: 93555

Perkins Coordinator Contact During Summer

Phone: (760) 499-1640 **Extension:**
E-mail: skennedy@ssusd.org

Fiscal Coordinator Information

Fiscal Coordinator

Name: Gavin MacGregor
Title: Fiscal Coordinator
Phone: (760) 499-1611 **Extension:**
Fax:
E-mail: gmacgregor@ssusd.org
Street Address: 113 W Felspar Ave
City: Ridgecrest
State: CA
Zip Code: 93555

LEA CTE Advisory Chair Information

5/5/2015

Full Application - PGMS (CA Dept of Education)

Name: Shirley Kennedy
E-mail: skennedy@ssusd.org
Phone: 760-499-1640

Certifications Sign-off

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Carl D. Perkins Career and Technical Education Improvement Act of 2006.

The following Assurances, Certifications, and Grant Conditions are requirements of applicants and grantees as a condition of receiving funds. Applicants do not need to sign and return the general assurances and certification with the application; Every year, the LEA must download them, collect the appropriate signatures, and keep them on file to be available for compliance reviews, complaint investigations, or audits.

- California Department of Education General Assurances
- Drug Free Workplace Certification
- U.S. Department of Education Debarment and Suspension
- U.S. Department of Education Lobbying
- Perkins IV Assurances and Certifications
- 2015–16 Grant Conditions

Section I - LEA Sign-off Section

- ☒ Other updates to the local CTE plan can be submitted in narrative form with a reference to the Local CTE Plan chapter, section, and question.

Section I - CDE Review and Sign-off Section

- ☐ Section I - Section Approved

Section II - Representatives of Special Populations

Representatives of Special Populations Sign-off

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 requires local educational agencies (LEAs) to implement strategies to overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the activities needed to prepare these students for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency.

Download the [Sign-off Form](#) for Representatives of Special Populations, collect the appropriate signatures, and keep the form on file to be available for compliance reviews, complaint investigations, or audits.

After collecting the required signatures, enter the name and title of the person representing each of the special populations listed below.

Economically Disadvantaged (Title I Coordinator)

Title I Coordinator Name: Michelle Savko
Title I Coordinator Title: Coordinator of Special Projects

Limited English Proficiency (English Learner Coordinator)

English Learner Coordinator Name: Michelle Savko
English Learner Coordinator Title: Coordinator of Special Projects

Disabled (Handicapped) (Special Education Coordinator)

Special Education Coordinator Name: Elaine Littleton
Special Education Coordinator Title: Executive Director-SELPA

Single Parent or Single Pregnant Women (Title IX Coordinator)

Title IX Coordinator Name: David Ostash
Title IX Coordinator Title: Assistant Superintendent-Human Resources

Gender Equity or Nontraditional Training (Title IX Coordinator)

Title IX Coordinator Name: David Ostash
Title IX Coordinator Title: Assistant Superintendent-Human Resources

Section II - LEA Sign-off Section

- ☒ As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2014–15 funding, I confirm that the LEA with special population groups have reviewed and approved the 2014–15 Perkins IV application for funds.

Section II - CDE Review and Sign-off Section

 Section II - Section Approved

Section III - Assessment of Career Technical Education Programs

Section 123(b) of Perkins IV requires states to conduct annual evaluations of the progress and efforts grant recipients are making toward achieving the core indicator performance levels established for report in the fall and 101-E2 report in the spring, and these data are used to determine the core indicators.

This section identifies the LEA's actual performance on each of the Core Indicators of performance and indicates if the LEA has met the state-established performance targets.

Sierra Sands Unified (131 - Secondary) has failed to meet one or two of the required targets of performance and is identified as a Needs Improvement Agency. For each performance target not met, explain the expected reasons for low performance, any strategies the LEA plans to implement in order to achieve the state-established performance level, and describe any planned actions to be taken to improve the performance on that particular core indicator.

N/A may indicate that the LEA:

- Failed to report the required data for that indicator
- Is one of the State Special Schools or California Education Authority
- Did not receive Perkins funds in the prior year and was not required to report data

If 5S1 is the only indicator showing an N/A, the LEA failed to submit the required CDE-101 E2 report

1S1 Academic Attainment-Reading/Language Arts

Numerator: Number of 12th grade CTE concentrators who have met the proficient or advanced level on the English-language arts portion of the California High School Exit Examination (CAHSEE).

Denominator: Number of 12th grade CTE concentrators.

LEA Level 2011-12: 59.23 %	LEA Level 2012-13: 69.59 %	LEA Level 2013-14: 63.64 %
State Level 2013-14: 58.00 %	Required Target: 52.20 %	Met Target: Yes

1S2 Academic Attainment-Mathematics

Numerator: Numerator: Number of 12th grade CTE concentrators who have met the proficient or advanced level on the mathematics portion of the CAHSEE.

Denominator: Number of 12th grade CTE concentrators.

LEA Level 2011-12: 63.52 %	LEA Level 2012-13: 62.89 %	LEA Level 2013-14: 60.61 %
State Level 2013-14: 52.00 %	Required Target: 46.80 %	Met Target: Yes

2S1 Technical Skill Attainment

Numerator: Number of CTE concentrators enrolled in a capstone CTE course who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an industry-recognized certification exam.

Denominator: Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.

LEA Level 2011-12: 97.44 %	LEA Level 2012-13: 98.11 %	LEA Level 2013-14: 97.63 %
State Level 2013-14: 90.00 %	Required Target: 81.00 %	Met Target: Yes

3S1 Secondary School Completion

Numerator: Number of 12th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities).

Denominator: Number of 12th grade CTE concentrators who left secondary education during the reporting year.

LEA Level 2011-12: 97.85 %	LEA Level 2012-13: 94.85 %	LEA Level 2013-14: 96.97 %
State Level 2013-14: 92.50 %	Required Target: 83.25 %	Met Target: Yes

4S1 Student Graduation Rate

Numerator: Number of 12th grade CTE concentrators who, in the reporting year, were included as graduated in the state's computation of its graduation rate.

Denominator: Number of 12th grade CTE concentrators.

LEA Level 2011-12: 97.85 %	LEA Level 2012-13: 94.85 %	LEA Level 2013-14: 96.97 %
State Level 2013-14: 85.00 %	Required Target: 76.50 %	Met Target: Yes

5S1 Secondary Placement

Numerator: Number of 12th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation.

Denominator: Number of 12th grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.

LEA Level 2011-12: 90.77 %	LEA Level 2012-13: 94.59 %	LEA Level 2013-14: 97.35 %
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State Level 2013-14: 94.00 % Required Target: 84.60 % Met Target: Yes

6S1 Non-traditional Participation

Numerator: Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields.

Denominator: Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.

LEA Level 2011-12: 26.15 % LEA Level 2012-13: 25.86 % LEA Level 2013-14: 26.28 %

State Level 2013-14: 37.50 % Required Target: 33.75 % Met Target: No

Explanation: The percent of underrepresented gender groups enrolled in a program sequence in a nontraditional field increased slightly this past year. Many strategies are being put into place to improve in this specific area and the data is being monitored to determine effectiveness.

Strategy to improve performance level: In both middle schools, the CTE Gateway to Technology programs are taught by female teachers who are highly trained in the Project Lead the Way program. One teacher is now a Project Lead the Way Model instructor and teaches classes for the program during the summer. This teacher also facilitates a Robotics all female club that just won first place in a regional competition. This Robotics club has several mentors from the Naval Base who spend countless hours working with these young middle school students. The Naval Base provides conferences for males and females each year to encourage career exploration and experiences in STEM. Students who participate have the opportunity to tour many areas of the base and speak to professionals regarding careers. Female students are exposed to female pilots, engineers, and other STEM professions. We hired a female Industrial Arts teacher one year ago. She is working closely with mentors from the Naval Base and local community college to strengthen her skills in industry based practices. She will engage in an externship this summer so that she can acquire industry experience in the Naval welding shop. The high school hosts a STEM day each year and many local industries participate. Students have the opportunity to explore careers in the STEM fields. Our culinary art and health career teachers purchased career libraries to provide students with access to college and career information and exploration. Counselors present information to incoming 9th grade students about CTE pathways during the registration process each spring.

Planned activities: The Assistant Superintendent is working closely with counselors and teachers to promote CTE participation and increase college/career exploration. Data is being monitored to improve current enrollment. Implementation of the college and career libraries purchased for culinary arts and health careers will occur in 2015-16.

Funding source: ☒ District ☒ Perkins ☐ Other

Funding Amount: \$1,000.00

6S2 Non-traditional Completion

Numerator: Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an 'A', 'B', certification, or passed an end of program assessment aligned with industry-recognized standards.

Denominator: Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.

LEA Level 2011-12: 28.57 % LEA Level 2012-13: 33.81 % LEA Level 2013-14: 34.01 %

State Level 2013-14: 1.00 % Required Target: 0.90 % Met Target: Yes

Section III - LEA Sign-off Section

☒ Assessment of Career Technical Education Programs section is complete and ready for CDE review.

Section III - CDE Review and Sign-off Section

☐ Section III - Section Approval

Section IV - Progress Report Toward Implementing The Local CTE Plan

The implementation of each LEA's local Career Technical Education (CTE) plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008–2013, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the previous school year.

Additionally, the LEA should set measurable CTE outcomes for the next school year based on the needs of the CTE students and programs offered by the LEA and the results of the core indicator data reported in Section III.

LEA personnel must respond to the following questions:

LEA Response

1. All CTE programs supported with Perkins funds are required to teach student leadership development as an integral part of their CTE sequence of courses curriculum and teach all aspects of industry. There are 6 State sponsored Career Technical Student Organizations (CTSOs). There are two primary services provided by CTSOs. These are CTE teacher professional development with access to student leadership development materials and student competition activities. Here is a list of all CTSOs where the LEA has a membership for CTE teacher professional development:

- DECA
- FBLA
- FFA
- FHA-HERO
- HOSA
- SkillsUSA

Please indicate which CTSO the LEA has a membership in for CTE teacher professional development. If the LEA's industry pathways do not participate in a state sponsored CTSO, please share how student leadership development is included as an integral part of the CTE sequence of courses in those pathways.

At this time Sierra Sands Unified School District's CTE programs are not formally participating in CTSOs. The Engineering students are provided with leadership activities through an after school robotics club that is assisted by the teacher and voluntary young engineers from the local Naval base. In addition, base engineers are involved with critiquing student projects and presentations in the Engineering Design and Architecture classes. A new metal shop teacher was hired who is busy completing her clear credentialing requirements and building her welding and technical skills. She is interested in having students participate in Skills USA sometime in the next two years. The Auto teacher sponsors a Burroughs Motor Sports club. Students organize and participate in an annual Go Kart Challenge.

Leadership is developed by providing classroom activities and experiences that help students grow in their leadership abilities. These planned experiences include:

- Working both independently and in groups of varying sizes
- Ample opportunities to communicate in written, verbal, electronic and visual formats
- Decision making with corresponding obligations, responsibilities and consequences
- Activities that allow and encourage creativity and alternate thinking to solve problems

2. Please discuss the steps that your agency takes to ensure that each pathway being supported by Perkins funds is taught by a properly CTE credentialed teacher with a valid credential with (recent) documented occupational experience outside of education in the pathway they teach.

Each CTE teacher possesses the qualifications and credentials necessary to teach their assigned courses. All teachers teaching a CTE course possess either a Clear Designated Subjects Career Technical Education Teaching Credential or a Clear Single/Multiple Subject Teaching Credential in a CTE field. Additionally, CTE teachers participate in professional development and attend conferences to enhance their knowledge of standards-aligned CTE. Members of the District CTE Advisory Committee mentor District teachers to ensure industry standard equipment, software, and skill sets are real-world, relevant and up to date. Our new metal shop teacher will be participating in a three week externship this summer on the naval base with her mentor. Two District CTE teachers are currently Project Lead the Way master teachers and provide instruction to new PLTW teachers around the state during summer months.

3. List and describe each CTE pathway that includes an industry based exam as the final for the program and/or post-secondary credit for the capstone course. Provide details relating to the CTE Pathway, school, capstone course, and industry exam/postsecondary credit sponsor, how many students successfully meet one/both of these.

At this time there are no industry based exams for our courses except ROP Health Careers (360 hour course) which trains students in First Aid, CPR and HIPAA. The district is exploring on line safety certification programs for our students. We have begun conversations with the local college (Cerro Coso Community College) to explore welding certification for high school students (Metal III) in order to expedite college welding program completion with AWS certification. Our ROP Criminal Justice course (360 hours) is articulated through a final exam with the college and successful students receive 3 units towards an Introduction to Administration of Justice course that leads to a certificate program. The ROP Foods program (360 hours) is working on articulating food handling and safety courses with Bakersfield College. Cerro Coso Community College and the school district are currently working on a dual enrollment agreement for engineering coursework (four courses offered- Introduction to Engineering Design, Principles of Engineering, Civil Engineering and Architecture and Digital Electronics) and a possible certificate program in Engineering Technology. A Memorandum Of Understanding for dual enrollment is anticipated to be signed by the college and school district this summer which will provide additional opportunities for certifications.

4. Discuss the composition and purpose of your District Advisory Committee including how often they meet; whether there is a board policy outlining duties and responsibilities. Additionally, comment on how you are able to utilize information provided by your local EDD advisory member or his/her equivalency.

Sierra Sands has a board approved District CTE Advisory Committee that meets four times per year. The membership of the CTE Advisory Committee includes CTE teaching staff, site principals, site counselors, District administration, the CTE Dean from the local community college, a representative from EDD, and several members of the business community representing industry sectors taught in the district. The purpose of the District CTE Advisory Committee is to develop recommendations on the district's CTE program and to serve as a liaison between the district and potential employers. Many partnerships exist between the District and local businesses and industries to ensure that our courses, curriculum, and instruction have real-world relevance. Our students participate in STEM Day, STEM competitions and science fairs, Expanding Your Horizons and Young Engineers and Scientists Conferences, and career days that are supported by local businesses and industries. The District recently completed a Proposition 1D grant project (\$3 million) to build a new CTE engineering facility and completed two additional modernization Prop 1D projects in construction and TV Video. Throughout the planning and implementation of these major projects, the industry sector partnerships the District has developed over the years provided important guidance with the facility layout, equipment, and the curriculum necessary to prepare students for current and emerging high-skill, high-wage, high-demand occupations and post-secondary opportunities.

CTE Advisory Committee
Minutes
September 25, 2014

1. Welcome and Introductions

The meeting began with members introducing themselves.

2. Purpose of Advisory Committee

Mrs. Kennedy gave a brief description of the purposes of the committee, one of which is partnering with organizations within the community to enhance and strengthen student employment opportunities.

a. CTE Advisory Committee Membership-Board Approval

Mrs. Kennedy informed the members present that their names will appear on the roster to be presented to the Board. They were asked to inform her if anyone objects.

3. CTE Course Self Evaluation Tool

a. #5-Industry Partnerships

It's very important to get relevant information from the industry in making decisions regarding the purchase of major equipment, etc. College career readiness is a new emphasis. Can any licenses/certifications in any pathways be earned by students at the high school level? PLTW is an example of this.

b. #7-Effective Organization Design

The Counselors assist students with career information and decisions.

c. #8-System Responsiveness to Changing Economic Demands

Perkins Federal Funding is meant to support items "above and beyond" the core curriculum.

d. #11-CTE Promotion, Outreach, Marketing, and Communication

The District is responsible for core indicators which needs to be monitored.

Industry feedback is important to this monitoring system.

4. Brainstorming activity to address components of a Model CTE Course

Various members from the community/industry met with and brainstormed with the various department staff. Committee members were encouraged to use the model program template provided in their handout.

Future CTE Advisory Committee Dates:

CTE Building: 4:00-5:00 p.m.

January 29, 2015

April 2, 2015

April 30, 2015

LEA Sign-off Section



Section IV - CDE Review and Sign-off Section



Section IV - Section Approval

Section V - Sequence of Courses to Be Funded

This section is used to budget expenditures for each Pathway in an Industry Sector.

Add Program

Only those Pathways identified in an LEA's approved Local CTE Plan, or submitted in a revision to the Local Plan may be supported by Perkins IV funds.

Program Detail

Site Name	Industry Sector	Career Pathway	Budget Amount
Burroughs High	Across Multiple Sectors	Across	\$7,501.00
Burroughs High	Arts, Media, and Entertainment	Production and Managerial Arts	\$.00
Burroughs High	Building and Construction Trades	Cabinetry, Millwork, and Woodworking	\$6,000.00
Burroughs High	Building and Construction Trades	Residential and Commercial Construction	\$.00
Burroughs High	Business and Finance	Financial Services	\$.00
Burroughs High	Engineering and Architecture	Engineering Technology	\$2,750.00
Burroughs High	Health Science and Medical Technology	Patient Care	\$6,000.00
Burroughs High	Hospitality, Tourism, and Recreation	Food Service and Hospitality	\$3,655.00
Burroughs High	Manufacturing and Product Development	Machining and Forming Technologies	\$3,100.00
Burroughs High	Public Services	Public Safety	\$700.00
Burroughs High	Transportation	Operations	\$13,000.00
		Total	\$42,706.00

Inventory Verification

Each LEA maintains a historical inventory system, which contains the description, name, serial or other identification number, acquisition date, original cost, and percentage of federal participation for equipment items acquired by it that has a market value of five-hundred \$500.00 or more per item. A reasonable estimate of the original cost may be used if the actual original cost is unknown. [CEC 35268]

Sierra Sands Unified (131 - Secondary) conducts a historical inventory verification at least every 2 years for all of the following:

■ Description

- Name
- Serial or other identification number
- Acquisition date
- Original cost
- Location (room)
- Use, condition, and date and mode of disposal of all equipment items acquired by it that has a market value of five-hundred \$500.00 or more per item. A reasonable estimate of the original cost may be used if the actual original cost is unknown.

☒ Yes ☐ No

Teacher Qualification

All CTE courses must be taught by an appropriately credentialed teacher as determined by the California Commission on Teacher Credentialing. The following are required for a teacher to be considered appropriately credentialed CTE teacher:

- Possesses a standard secondary, single-subject or designated-subject credential which authorizes the teaching of the CTE course(s) to which s/he is assigned, (a Single Subject, Designated Subject, Single Subject with Subject matter Authorization, New Career Technical Education Credential by industry sector)
- Has employment experience, outside of education, in the career pathway addressed by the CTE program or other evidence of equivalent proficiency. [CTE State Plan]

☒ All teachers in my LEA are appropriately credentialed CTE teachers

LEA Sign-off Section

☒ Sequence of Courses to Be Funded section is complete.

Section V - CDE Review and Sign-off Section

☐ Section V - Section Approval

Full Application - PGMS (CA Dept of Education)
Section VI - Budget and Expenditure Schedule

Object Code	At Least 85% of the grant must be spent in these areas						Not to exceed 10% of total expenditure	Not to exceed 5% of total expenditure	Total
	(A) Instruction (Including Career Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Transportation and Child Care for Economically Disadvantaged Participants	(E) Special Populations Services	(F) Research Evaluation and Data Development	(G) Career and Academic Guidance and Counseling for Students Participating in CTE Programs	(H) Administration or Indirect Costs	
1000 Certificated Salaries	\$500.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,300.00
2000 Classified Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3000 Employee Benefits	\$0.00	\$96.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96.00
4000 Books/Supplies	\$22,605.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,605.00
5000 Services/ Operating Expenses	\$5,000.00	\$2,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,100.00
6000 Capital Outlay	\$9,000.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$9,000.00
7000 Indirect Costs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1,605.00	\$1,605.00
Total	\$37,105.00	\$3,996.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,605.00	\$42,706.00

 Section VI - Section Approved

Full Application - PGMS (CA Dept of Education)
Section VII - Local CTE Plan Update

Applicants may update their local CTE plans annually, if necessary. Review the local CTE plan benchmarks and make adjustments to reflect progress or additions to the CTE program. This is particularly important if:

- New courses have been added to an existing program sequence.
- New sequences of courses have been developed for an existing industry sector.
- A new industry sector and the corresponding sequences of courses have been developed.

Are there any changes made to the local CTE plan for 2015-16?

☒ Yes ☐ No

Describe in detail the changes made to the CTE plan.

For the 2015-16, we will not be offering ROP TV/Video Production or ROP Construction. These courses may be reinstated in the future.

Section VII - LEA Sign-off Section

- ☒ Local CTE Plan Update section is complete and ready for CDE review.

Section VII - CDE Review and Sign-off Section

 Section VII - Section Approved

Questions: Perkins Support Team | perkins@cde.ca.gov | 916-324-5706

California Department of Education
1430 N Street
Sacramento, CA 95814

[Web Policy](#)

12. CONSENT CALENDAR

12.5 Approval of the 2015-16 AVID (Advancement Via Individual Determination)
Implementation and AVID Consortium Agreements

BACKGROUND INFORMATION: The Elementary and Secondary Education Act (ESEA), as well as the principles of Common Core, place major emphasis upon professional development and the use of validated research based programs and strategies in order to improve student achievement and facilitate college readiness.

CURRENT CONSIDERATIONS: AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society. It is designed to increase school wide learning and performance. Sierra Sands has been participating in the AVID program for the past six years with excellent results.

FINANCIAL IMPLICATIONS: The AVID implementation agreement includes site membership fees for Monroe, Murray, and Burroughs, subscriptions to AVID Weekly, and district director training for the 2015-16 school year in the amount of \$16,482.00. The AVID Consortium agreement represents Sierra Sands' contribution of \$12,939.00 to support the Kern County AVID Coordinator. Local Control Funding Formula (LCFF) supplemental funding continues to be the appropriate fund source for these two agreements.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board of education authorize the district to enter into the AVID Implementation and AVID Consortium Agreements as presented.

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership for Secondary Training

As per AVID District Leadership (or "ADL") for Secondary Training being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership for Secondary Training ("AVID District Leadership for Secondary Training Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. ADL for Secondary Training

1.1 ADL for Secondary Training: AVID provides AVID District Leadership (ADL) for Secondary Training as part of the ADL fee. ADL for Secondary Training sessions are designed to prepare and support the AVID District Director Secondary. The four sessions are taken in sequential order over a two year period at various facilities throughout the country (the Client should periodically check www.avid.org for listings). The District Director Secondary is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. ADL for Secondary Training is for district level personnel responsible for start-up and quality assurance of the AVID College Readiness System as described above. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The ADL for Secondary Training Schedule is split into two years as follows:

	Training Level	Time
Year 1:	Summer Institute	3 days, summer
	Session 1	2 ½ days, fall
	Session 2	2 ½ days, spring
Year 2:	Summer Institute	3 days, summer
	Session 3	2 ½ days, fall
	Session 4	2 ½ days, spring
	Summer Institute	3 days, summer

1.2 Summer Institute: The District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director Secondary attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the District Director Secondary is included in the total ADL Price.

1.3 Materials: After attending the first ADL session, the District Director Secondary will be provided with a sample set of all Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

1.4 AVID National Office & Divisional Support: AVID Center will provide support from our national office, divisional offices, and state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2015 to June 30, 2016 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership ("AVID Secondary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID program—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the Standard Terms and Conditions.

1.3 AVID Center Support for Secondary: AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director Secondary and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director Secondary through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
- Access to the resources available through the password-protected MyAVID portal website;
- Coordination with Client's District Director Secondary to collect, report, and analyze data from Client and AVID Member Sites;
- Review the quality of implementation through the Certification process;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- An AVID Year in Review and ACCESS academic journals for Client and each AVID Member Site listed on the Quote as implementing the Secondary Program; and
- Assistance in disseminating information about AVID to potential new AVID middle school and high school sites within Client.

1.4 AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary and/or Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2015 to June 30, 2016 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

3.1 AVID Secondary Methodology: Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.

3.2 AVID Secondary Student Selection: Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

3.3 AVID Secondary Staff Training: Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.

3.4 AVID Summer Institute: Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director Secondary attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.

3.5 Professional Learning: Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.

3.6 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.



AVID Center HQ
 9246 Lightwave Ave
 Suite 200
 San Diego, CA 92123
 Phone: (858) 380-4800
 Fax: 1-800-915-6897

Quote: Sierra Sands Unified School District

To	From
Sierra Sands Unified School District	Shonnel Oson
Shirley Kennedy	9246 Lightwave Ave
113 Felspar Ave	San Diego, CA 92026
Ridgecrest, CA 93555	E-mail: sosen@avidcenter.org

Summary

Total Amount:	\$16,482.00	Quote ID:	QUO-04347-K6M4B2
Shipping Method:	FedEx	Date:	4/10/2015
Payment Terms:	Net 30		
Total Number of Sites:	3	Number of Combo Sites:	
Number of New Sites:		Number of Elementary Sites:	
Number of Existing Sites:	3	Number of Secondary Sites:	3
Number of SI:		Number of Elementary Libraries:	
Number of Memberships:	3	Number of Secondary Libraries:	
Number of AVID Weekly:	3		

Details

Site	Product ID	Product	Quantity	Price	Sub Total
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Site:	Co-ADL Year 2	AVID District Leadership	1.00	\$4,200.00	\$4,200.00
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Ship To:
 JoAnne McClelland
 140 Drummond,
 Ridgecrest, CA 93555

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Burroughs High School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,585.00	\$3,585.00
Site: James Monroe Middle School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,585.00	\$3,585.00
Site: Murray Middle School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,585.00	\$3,585.00

Pre Freight Amount	\$16,482.00
Total Tax	\$0.00
Total	\$16,482.00

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

☐ Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Client Signature

Title

Date

AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and the client named in the Quote(s) ("Client").

Article I. Definitions

- 1.1 AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit (s), and any other applicable addenda.
- 1.2 AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more these components of the AVID College Readiness System as indicated on Quote(s).
 - (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
 - (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
 - (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.
- 1.3 AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.
- 1.4 AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.
- 1.5 AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

- 1.6 AVID Programs: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education. The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle Level and High School Libraries, if so ordered by Client).
- 1.7 Exhibit: The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).
- 1.8 Payment Terms: The terms of when payment is due; as listed on the Quote.
- 1.9 Quote: The order document that is fully incorporated into this Agreement by reference.

Article II. Period of Agreement

- 2.1 Term: The Term ("Term") of this Agreement shall be July 1, 2015 to June 30, 2016 unless earlier terminated as provided herein.

Article III. Licenses and Proprietary Rights

3.1 Copyright License:

Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and the AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). (For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site).

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

- 3.2 Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.
- 3.3 Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.
- 3.4 Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.
- 3.5 Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

- 3.6 Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7 Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.
- 3.8 Compliance with Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.
- 3.9 Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition is precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection and certification processes.

Article IV. Compensation

- 4.1 Quotes--Invoicing and Payment: During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

5.1 Independent Contractors:

AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

6.1 AVID Center Warranty: AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2 Client Warranty: Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

7.1 Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2 Termination for Convenience: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

- 7.3 Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.
- 7.4 Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

- 8.1 Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State.
- 8.2 Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
- 8.3 Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.
- 8.4 Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 8.5 Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

- 8.6 Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.
- 8.7 Assignment: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.
- 8.8 Notice: All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.
- 8.9 Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10 Waiver: the failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.
- 8.11 Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Sierra Sands Unified School District
CA

Signature: AVID Center Authorized

Signature: Client Authorized

Printed or Typed Name

Printed or Typed Name

Title

Title of Designee

Date

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

12. CONSENT CALENDAR

12.6 Approval of Waivers for the California High School Exit Exam for Students with Disabilities, CAHSEE Waiver #1 1415 and CAHSEE Waiver #2 1415

BACKGROUND INFORMATION: All students must satisfy the California High School Exit Examination requirement, as well as all other state and local requirements, to receive a California public high school diploma. Students can satisfy the CAHSEE requirement by either passing the exam or, for students with disabilities, receive a waiver of the CAHSEE requirement pursuant to Education Code Section 60851 (c). Students with disabilities who take the CAHSEE using modifications and receive the equivalent of a passing score may be eligible to receive a waiver of the CAHSEE requirement for the part(s) of the exam on which a modification was used if the following requirements are met:

- An individualized education program adopted pursuant to the federal Individuals with Disabilities Education Act (20 United States Code [U.S.C.] Sec. 1400 et seq.) or a plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794[a]) in place that requires the accommodations or modifications to be provided to the student when taking the CAHSEE.
- Sufficient high school level coursework either satisfactorily completed or in progress in a high school level curriculum to have attained the skills and knowledge otherwise needed to pass the CAHSEE.
- An individual score report for the student showing that the student has received the equivalent of a passing score on the CAHSEE while using a modification that fundamentally alters what the CAHSEE measures as determined by the state board.

CURRENT CONSIDERATIONS: Students with disabilities who passed one or both parts of the CAHSEE graduation requirement were reviewed by a committee consisting of site administration, counselors, special education department chair, Assistant Superintendent of Curriculum and Instruction, and SELPA Director to determine which students qualify for the CAHSEE waiver. Students who have satisfied all criteria are being recommended for a waiver to the CAHSEE.

Waiver #1 1415 : Student satisfied criteria for the CAHSEE English Language Arts portion of the exam taken in November 2013. Principal is requesting a waiver for the Mathematics portion of the exam taken by the student in February 2015.

Waiver #2 1415 : Principal is requesting a waiver for the CAHSEE English Language Arts portion of the exam taken by this student in November 2014. Student satisfied the Mathematics portion of the exam taken in November 2014.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the recommendation with regard to a waiver for the CAHSEE requirements for the student identified in case #1 1415 and #2 1415, as presented.

12. CONSENT CALENDAR

- 12.7 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 for the 2015-16 School Year
-

BACKGROUND INFORMATION: The After School Education and Safety (ASES) Program is the result of the 2002 voter approved initiative, Proposition 49. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment, and safe constructive alternatives for students in kindergarten through ninth grade.

The ASES program must be aligned with the content but not be a repeat of the regular school day and other extended learning opportunities. A safe physical and emotional environment, as well as opportunities for relationship building, must be provided. After school programs must consist of an educational and literacy element that provides tutoring and/or homework assistance designed to help students meet state standards. In addition, an educational enrichment element must offer an array of additional services, programs, and activities that reinforce and complement the school's academic program.

All staff members who directly supervise pupils must meet the minimum qualifications equivalent to an instructional aide in the school district. The program must maintain a pupil-to-staff member ratio of no more than 20 to 1. A nutritious snack is provided daily to students participating in the program. ASES grantees are required to operate programs a minimum of 15 hours per week and at least until 6:00 p.m., beginning immediately upon conclusion of the regular school day. Programs must plan to operate every regular school day during the regular school year.

CURRENT CONSIDERATIONS: ASES programs began at Faller, Inyokern, and Pierce Elementary Schools on March 19, 2007. The 2015-16 programs will provide services for up to 84 students at Faller, 64 students at Inyokern, and 72 students at Pierce.

Per program requirements, SSUSD must serve as the fiscal agent for the program, and the district wishes to continue the partnership agreement with High Desert Leapin' Lizards, Inc. (HDLL) to operate the ASES program. Annual board approval of the agreement between the Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. is required. This agreement will cover necessary expenses from July 1, 2015 through June 30, 2016. The advance fee continues to be \$24,000 as it was during the last two years. Advance fees are paid back to the district by deducting

one-tenth of the advance from payments to HDLL from September to June (Item 15, paragraph 1) each year.

FINANCIAL IMPLICATIONS: The After School Education and Safety Program funding is anticipated to be in the amount of \$328,119.00 for the 2015-16 school year. This grant award reflects a reduction from the prior year due to low enrollment in the Inyokern program. High Desert Leapin' Lizards, Inc. will receive reimbursement for actual expenses and program costs for running the three after school programs and one before school program. A 2015-16 ASES program budget is provided in your packet for your review.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the agreement between Sierra Sands Unified School District and the High Desert Leapin' Lizards, Inc. for operation of three after school programs and one before school program at Faller, Inyokern, and Pierce school sites for the 2015-16 school year as presented.

EXHIBIT B- ASES Budget 2015-2016

SITES	Faller	Inyokern	Pierce	TOTAL
Average minimum # of student ADA to serve each day	84	64	72	220
15-16 Anticipated Award Amounts	\$ 112,500.00	\$ 81,000.00	\$ 97,119.00	\$ 290,619.00
Allowable Administrative Fee 15%				\$ 43,593.00
Contract minus Sub Agreement				\$ 85,619.00
Maximum Indirect Cost: 5% for 15-16				\$ 4,077.10
Advertising (Part of Admin)				\$ 1,000.00
Remaining Admin Costs				\$ 38,515.00
SSUSD Admin Amt				\$ 19,257.00
HDLL Admin Amt				\$ 19,257.00
Direct Services to Students= 85%				\$ 247,026.00

Before School Prog.-
Run by district

	Total
\$ 37,500	\$ 328,119.00
\$ 5,000.00	Add from SSUSD Admin
\$ 37,510.23	Personnel (based on 14-15 projection)
\$ 1,785.71	BSP IDC
\$ 3,204.06	Supplies

-

SSUSD Admin

\$ 19,257.00	Personnel (based on 14-15 projection)
\$ 7,446.98	Personnel (based on 14-15 projection)
\$ 11,810.02	Add back to other parts of program

-

Add from SSUSD Admin

<- 3802.75
<- 3007.27

Direct Services to Students				
Budget Object	Description	Resp. Party		Budget
1000/3000	Teacher Salaries/ benefits	SSUSD		\$ 4,197.25
4300/4400	Supplies/ Equipment	SSUSD		\$ 628.75
5710	Direct Services (Printshop, ERC, etc)	SSUSD		\$ 200.00
5800	Student food services/SSUSD Fd svc	SSUSD		\$ 500.00
4300	Supplies	HDLL		\$ 8,000.00
5100	Sub agreement-Salaries/benefits	HDLL		\$ 205,000.00
5200	Travel	HDLL		\$ 1,000.00
5800	1st \$25,000 of sub agreement	HDLL		\$ 25,000.00
5800	Staff Services- training, fingerprinting	HDLL		\$ 2,500.00
				\$ 247,026.00

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12. CONSENT CALENDAR

12.8 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State
Preschool Programs in 2015-16

BACKGROUND INFORMATION: Application was made to the California Department of Education by Sierra Sands Unified School District to establish a state preschool, located at Inyokern Elementary, in October 1998. Application was made in February 2005 to the California Department of Education by Sierra Sands Unified School District to expand the state preschool and serve students at Pierce Elementary. An additional application in 2008-2009 resulted in the creation of a state preschool at Faller Elementary.

Sierra Sands has contracted with High Desert Leapin' Lizards, Inc. since 2005-2006 to operate the district's State Preschool programs. High Desert Leapin' Lizards has been operating since 1982 and is a Title 22 Center Based Day Care for School Age and Pre-School Children. High Desert Leapin' Lizards is a California non-profit corporation.

CURRENT CONSIDERATIONS: Annual board approval of the agreement between the Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. is required.

FINANCIAL IMPLICATIONS: Funding for the State Preschool is provided by the State of California through the CDE Child Development Services. The Maximum Reimbursable Amount (MRA) for 2014-15 was initially \$440,120.00 and was amended to \$483,928.00. The anticipated Maximum Reimbursable Amount for 2015-16 is \$483,928.00. A Preschool program budget for 2015-16 is included in your packet for review.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the agreement between Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. for operation of a State Preschool program at Faller, Inyokern, and Pierce school sites for the 2015-16 school year as presented.

Preschool Budget 2015-2016

SITES	Faller	Inyokern	Pierce	TOTAL
Average minimum # of student ADA to serve each day	47	22	47	116
14-15 Anticipated Award Amounts				\$ 483,928
Non-certified fees				\$ 12,000
Allowable Administrative Fee 15%				\$ 74,389
Contract minus Sub Agreement				\$ 153,928
Maximum Indirect Cost: 5.14% for 15-16				\$ 7,525
Advertising/Licensing (Part of Admin)				\$ 2,000
Remaining Admin Costs				\$ 64,863
SSUSD Admin Amt				\$ 32,431
HDLL Admin Amt				\$ 32,431
Direct Services to Students= 85%				\$ 421,539

Budget Object	Description	Resp. Party	Budget
4300.00-0000-8200	Custodial Supplies	SSUSD	\$ 4,000
4300.00-0001-1000	Instructional Supplies	SSUSD	\$ 4,079
4400.00-0000-8200	Custodial Equipment	SSUSD	\$ 1,000
4400.00-0001-1000	Instructional Equipment	SSUSD	\$ 4,500
5750.41-0001-1000	Print Shop	SSUSD	\$ 200
5750.43-0001-1000	ERC	SSUSD	\$ 60
5750.47-0000-8110	Garage	SSUSD	\$ 700
5800.00-0001-1000	Food Service	SSUSD	\$ 18,000
7439.00-0000-9100-300	Building - Faller Debt Service	SSUSD	\$ 21,000
4300.00-0001-1000	Instructional Supplies	HDLL	\$ 7,000
5100.00-0001-1000	Sub Agreement - Salaries/Benefits	HDLL	\$ 330,000
5800.00-0001-1000	1st 25,000 of Sub agreement (subject to IDC)	HDLL	\$ 25,000
5800.00-0001-1000	Staff Services - Prof Dev. & Fingerprint	HDLL	\$ 6,000
			\$ 421,539

12. CONSENT CALENDAR

12.9 Approval of Recommendations for Expulsion, Expulsion Case #07 1415

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #07 1415: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2014-15 spring semester and the 2015-16 fall semester, however, suspending the fall semester allowing student to enroll in a SSUSD school under contract in August 2015. During the term of expulsion, student will receive home instruction.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #07 1415 as presented.

12. CONSENT CALENDAR

12.10 Approval of Recommendations for Expulsion, Expulsion Case #08 1415

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #08 1415 : As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2014-15 spring semester and the 2015-16 fall semester, however, suspending the fall semester allowing student to enroll in a SSUSD school under contract in August 2015.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #08 1415 as presented.

12. CONSENT CALENDAR

12.11 Approval of Recommendations for Expulsion, Expulsion Case #09 1415

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #09 1415 : As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2014-15 spring semester and the 2015-16 fall semester, however, suspending the fall semester allowing student to enroll in a SSUSD school under contract in August 2015. During the period of expulsion, student will receive home instruction.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #09 1415 as presented.