

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**AUGUST 21, 2014
Ridgecrest City Council Chambers
100 West California Avenue
www.ssusdschools.org**

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

Amy Castillo-Covert
Judy Dietrichson
Bill Farris
Tom Pearl, Vice President/Clerk
Kurt Rockwell, President
Michael Scott

Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

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

2. APPROVAL OF MINUTES of the regular and special meetings of July 17, 2014 and the special meeting of August 6, 2014.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Beginning of School
- Back to School Night
- Board election candidates and orientation

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 Review and Approval of Adult School Program Offerings for the 2014-15 School Year
- 6.2 Approval of Contract with Sanderson's Health Services for Services to Sierra Sands Special Education
- 6.3 Approval of the 2014-15 AVID (Advancement Via Individual Determination) Implementation Agreement for AVID Membership and District Director Training

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 Waiver Request Enabling the District to Assign Individuals in Certificated Positions Without Appropriate Credentials

9. GENERAL ADMINISTRATION

- 9.1 Gifts to the District
- 9.2 Adoption of District Goals for 2014-17
- 9.3 Authorization for Board Member Travel to the Annual California School Boards Association (CSBA) Education Conference and Delegate Assembly Meeting
- 9.4 Authorization for Board Member Travel
- 9.5 Nominations for CSBA Directors-at-Large, Asian Pacific Islander and Hispanic to the California School Boards Association (CSBA) Board of Directors

10. CONSTRUCTION ADMINISTRATION

- 10.1 Report to the Board: Construction Activities and Issues
- 10.2 Approval to Enter into Agreement for Architectural and Engineering Services for Murray Middle School
- 10.3 Approval to Increase Plan Review Fees to Department of Toxic Substance Control for Murray Middle School
- 10.4 Approval to Increase Environmental Consulting Fees to PlaceWorks for Murray Middle School
- 10.5 Adoption of Resolution #4 1415, Funding Requested through the State School Facility Program

11. BUSINESS ADMINISTRATION

- 11.1 Award of Bid for Lease of Copy Machines for Schools and Various Other District Sites

12. CONSENT CALENDAR

- 12.1 “A”&“B” Warrants
- 12.2 Approval of Contract with Ester Sires to Serve as WorkAbility I Director for the 2014-15 School Year
- 12.3 Approval of Contract Renewal for Services with Capitol Advisors Group, LLC

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be September 11, 2014.

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: August 6, 2014
TIME OF MEETING: 6:00 p.m.
PLACE OF MEETING: District Office Conference Room
MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell
MEMBERS ABSENT: Scott
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. BUSINESS ADMINISTRATION

2.1 Approval of New Murray Middle School Lease and Amendment of Burroughs High School Lease

Motion passed to approve the new Murray Middle School lease and amend the Burroughs High School Lease. CASTILLO-COVERT/DIETRICHSON

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

2.2 Report to the Board: Siemens Remediation Increase of Scope

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

3. CONSTRUCTION ADMINISTRATION

3.1 Approval to Negotiate a Contract for Inspector of Record Services

Motion passed to authorize the district to negotiate a contract for Inspector of Record Services with JMI Inc. in support of the Murray Middle School and Burroughs High School projects.
DIETRICHSON/CASTILLO-COVERT

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

3.2 Approval to Negotiate a Contract for Materials Testing and Special Inspector Services

Motion passed to authorize the district to negotiate a contract for Special Inspector and Materials Testing Laboratory Services with BSK Associates in support of the Murray Middle School and Burroughs High School projects. DIETRICHSON/CASTILLO-COVERT

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

ABSENT: Scott

4. GENERAL ADMINISTRATION

The board met in a work/study session to discuss the district goals and vision statement.

5. ADJOURNMENT

THE BOARD OF EDUCATION

Tom Pearl, Vice President/Clerk

Ernest M. Bell, Jr., Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: July 17, 2014
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell
MEMBERS ABSENT: Scott
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. 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.

3. ADJOURNMENT

THE BOARD OF EDUCATION

Tom Pearl, 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: July 17, 2014
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell
MEMBERS ABSENT: 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.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT

Motion passed to adopt personnel action 8.13 as presented.

DIETRICHSON/CASTILLO-COVERT

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

ABSENT: Scott

9. GENERAL ADMINISTRATION

9.3 Adoption of Resolution #3 1415, Ordering School District Election

Motion passed to adopt Resolution #3 1415, Ordering School District Election.

DIETRICHSON/CASTILLO-COVERT

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

ABSENT: Scott

10. ADJOURNMENT

THE BOARD OF EDUCATION

Tom Pearl, Vice President/Clerk

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: July 17, 2014
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell
MEMBERS ABSENT: Scott
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Mr. Pearl.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted noting the Special Concurrent Agenda Item 8.13 will be heard following Item 8.12 and Special Concurrent Agenda Item 9.3 will be heard following Item 9.2. The Inyo-Kern Schools Financing Authority Agenda will be heard following Item 10.1.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and special meetings of June 19, 2014 and the special meetings of June 24, 2014 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Reports from Members of the Board

5.2 Superintendent's Report

Mr. Bell reported the district is down by 81 students from this time last year but our attendance continues to hold strong at 95.5%.

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

Barb Walls, President of the Desert Area Teachers Association, congratulated Mr. Bell on his new position as superintendent. She presented an update from the June 19, 2014 board meeting discussion regarding certificated employees being paid overtime. In reviewing previous con-

tracts dating back to 1992, she found that the extra time workshop/training rate has not changed since that time. CTA is now offering Common Core training online. DATA would appreciate it if Sierra Sands would promote this training and ensure that www.cta.org is not blocked so anyone who would like to attend any of the Common Core trainings may do so. DATA looks forward to the upcoming election season and will be interviewing candidates.

5.4 Communications from the public

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Revisions to English Learner Development Courses for Grades 6-12

Motion passed to approve the revisions to English Learner Development Courses for Grades 6-12. DIETRICHSON/CASTILLO-COVERT

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

ABSENT: Scott

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy 0200 and Review of Administrative Regulation 0200, Goals for the School District

Motion passed to approve revisions to Board Policy 0200 and review of Administrative Regulation 0200, Goals for the School District. DIETRICHSON/CASTILLO-COVERT

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

ABSENT: Scott

7.2 Revisions to Exhibit 6163.4, Student Use of Technology

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

7.3 Revisions to AR 4040, Employee Use of Technology and Addition of Exhibit 4040, Employee Use of Technology Acceptable Use Agreement

These items were presented for informational purposes only and required no board action.

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

8.3 Adoption of Resolution #2 1415, Reduction of Classified Service

Motion passed to adopt personnel actions 8.1 thru 8.3 as presented.
DIETRICHSON/CASTILLO-COVERT

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

9. GENERAL ADMINISTRATION

9.1 Appointment of Student Member to the Board of Education for the 2014-15 School Year Fall Semester

Motion passed to approve Blair Etoch as Student Member to the Board of Education for the 2014-15 School Year Fall Semester. CASTILLO-COVERT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell
ABSENT: 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 and Services to Students Who Did Not Pass the California High School Exit Examination (CAHSEE) by the End of Grade 12, as Required by the Williams Act

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

10. CONSTRUCTION ADMINISTRATION

10.1 Approval to Negotiate a Contract for Architectural Services

Motion passed for approval to negotiate a contract for architectural services. DIETRICHSON/CASTILLO-COVERT

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

11. BUSINESS ADMINISTRATION

President Rockwell temporarily adjourned the Sierra Sands Unified School District board meeting at 7:22 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 7:24 p.m.

12. CONSENT CALENDAR

12.1 "A" & "B" Warrants

12.2 Approval of Professional Services Agreement with the Law Firm of Fagen Friedman & Fulfroft, LLP

12.3 Adoption of Resolution #1 1415, Child Care and Development for 2014-15, State Preschool Program

12.4 Extension of Agreement with the City of Ridgecrest for Onsite Police Services for the 2014-15 School Year

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

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

13. FUTURE AGENDA

14. ADJOURNMENT was at 7:25 p.m.

THE BOARD OF EDUCATION

Tom Pearl, Vice President/Clerk

Ernest M. Bell, Jr., Secretary to Board

recorder: Diane Naslund

6. EDUCATIONAL ADMINISTRATION

6.1 Review and Approval of Adult School Program Offerings for the 2014-15 School Year

BACKGROUND INFORMATION: The public agenda of a board meeting provides an opportunity for review and comment on the Adult School course of study that is required annually by California education code.

CURRENT CONSIDERATIONS: The courses listed below represent the adult school course of study for the 2014-15 school year. All courses have been approved by the California Department of Education as an Adult School course offering through the annual course approval process.

High School Subjects

English: CAHSEE, General Literature,
English 2, English 3, English Review
Geography
Modern World History
U.S. Government
U.S. History
Economics
Science
Fine Art: Mixed Media Art, Music,
Woodshop
Basic Algebra
CAHSEE Mathematics
Independent Study

English as a Second Language

ESL-Level 1
ESL-Level 2

FINANCIAL IMPLICATIONS: As a condition of the passage of the Local Control Funding Formula (LCFF), Education Code 42238.03 was revised to require districts to maintain the same level of spending in Adult Education as it had in 2012-13 for the years 2013-14 and 2014-15. The district spent \$127,749.70 in 2012-13 for adult education. The district is offering an Adult School program that operates within the new funding allocation for 2014-15.

Courses currently being offered assist adults in meeting their high school graduation requirements and high school students seeking credit recovery.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board review and approve the Adult School Course of Study for the 2014-15 school year as presented.

California Department of Education

Date: May 28, 2014
To: Shirley Kennedy
Sierra Sands Unified School
District
CDS: 15-7374
From: Cliff Moss
Education Programs Consultant
Adult Education Office
916-327-6378
Subject: Course Approval for 2014-15



Your request for approval of the following 35 courses have been received, recorded, and approved for the 2014-15 school year.

Course Number	Course Name	Course Outline Developed/Updated	Job Market Study Year
2102	Basic English	2008	--
2402	Basic Mathematics	2008	--
2403	Algebra 1	2008	--
2816	Art Appreciation	2008	--
2803	Art History	2008	--
2603	Biology	2008	--
2450	Computer Literacy	2008	--
2618	Earth Science	2008	--
2701	Economics	2008	--
2131	English 10	2008	--
2132	English 11	2008	--
2133	English 12	2008	--
2130	English 9	2008	--
2198	English Elective	2008	--
2400	General Mathematics	2008	--
2611	General Science	2008	--

9972	Government	2008	--
2535	Health	2008	--
2621	Life Science	2008	--
2498	Mathematics Elective	2008	--
2307	Music Appreciation	2008	--
2702	Physical Geography	2008	--
2610	Physical Science	2008	--
2424	Pre-Algebra	2008	--
2410	Probability and Statistics	2008	--
2698	Science Elective	2008	--
2798	Social Science Elective	2008	--
9969	Test Preparation	2008	--
2709	United States History	2008	--
2728	World Cultures	2008	--
2711	World History: Survey	2008	--
2724	World Regional Geography	2008	--
9982	Beginning ESL	2008	--
9986	ESL MultiLevel	2008	--
9981	Intermediate ESL	2008	--

You are authorized to claim apportionment for the above courses. It is recommended that you use these Course Titles with your suggested classes listed under them when communicating your program offerings to the public.

Course Outlines for all apportionment classes shall be on file and available for review at the adult school or the district office (5 CCR 10508).

To meet optimum educational standards, these course outlines should contain:

- Goals and purposes
- Performance objectives or competencies
- Instructional strategies
- Units of study, with approximate hours allotted for each unit
- Evaluation procedures
- Clear course completion requirements of established goals and objectives

From EC 1900; 41976; 52506; 52515; 52518; 52570.

For Vocational Education courses:

Before establishing a Vocational or Occupational Education Program, you must conduct a job market study in your market area and have it reviewed every two years to justify the vocational program. Refer to the Job Market Study in EC 52519; 52520 for more information.

6. EDUCATIONAL ADMINISTRATION

6.2 Approval of Contract with Sanderson's Health Services for Services to Sierra Sands Special Education

BACKGROUND INFORMATION: The U.S. Dept. of Education, 2005 regulations implementing IDEA states: "...to the maximum extent appropriate, children with disabilities including children in public or private institutions or care facilities, are educated with children who are *nondisabled*; and special classes, separate schooling or other removal of children with disabilities from regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." This regulation requires Local Education Agencies (LEA) to consider what support would be necessary for a student to be successful in a general education classroom.

CURRENT CONSIDERATIONS: Services of two medical professionals are required in order to maintain the health and safety of two students currently enrolled in Sierra Sands as documented in their Individualized Education Plan (IEP). District nurses cannot provide constant supervision and services and still meet the needs of students in other schools. Services of medical professionals allow the district to provide instruction for students in the least restrictive environment as required by federal and state law. Sanderson's Health Services of California, a Ridgecrest business, is a Non-Public Agency registered with the California Department of Education so the district can enter into a contract with them for these services.

FINANCIAL IMPLICATIONS: The contract with Sanderson's Health Services is in the amount of \$145,800 to provide Health and Nursing Services for two Sierra Sands students for the 2014-2015 school year. The payment for the nursing services will be taken from the Medi-Cal and Special Education budgets which are appropriate expenditures for this money. Services are to be provided only on days when school is in service and/or the student is in attendance at school.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board ratify the contract with Sanderson's Health Services of California as presented.

2014-2015**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

Sanderson's Health, 720 N. Norma, Ridgecrest, CA 93555

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT
SIERRA SANDS SELPA****I. AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS****1. MASTER CONTRACT**

This Master Contract has been developed by the Sierra Sands SELPA (hereinafter referred to as "SELPA"), on behalf of the Sierra Sands Unified School District and **Sanderson's Health Services** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to SELPA students with exceptional needs under the authorization of California Education Code Sections 56157, 56361, 56365, 56366, and 56366.1 through 56366.12, Title 5 of the California Code of Regulations, Section 3000 et seq., AB490 (Chapter 862, Statutes of 2003), and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit SELPA to payment for special education and related services provided to any individual unless and until an Individual Services Agreement (hereinafter referred to as an "ISA") for Nonpublic, Nonsectarian School/Agency Services is executed between SELPA and CONTRACTOR on behalf of such individual, or interim telephone approval and subsequent written approval is given to CONTRACTOR by a representative of SELPA.

Upon acceptance of a SELPA student, SELPA shall submit an ISA to CONTRACTOR. Unless otherwise agreed in writing, CONTRACTOR will provide all services specified in the student's Individualized Education Program (hereinafter referred to as an "IEP") or Individual Family Service Plan (hereinafter referred to as an "IFSP"). The ISA shall be executed within 90 days of an SELPA student's enrollment. SELPA and CONTRACTOR shall enter into an ISA for each SELPA student served by CONTRACTOR.

Unless placement and/or service is made pursuant to an Office of Administrative Hearings order, a court order or a lawfully executed agreement between SELPA and parent, SELPA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP/IFSP team meeting is convened, the IEP/IFSP team determines that a nonpublic school placement is appropriate, and the IEP/IFSP is signed by the SELPA student's parent.

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school or as a nonpublic, nonsectarian agency (hereinafter referred to as "NPS/NPA"). All NPS/NPA services shall be provided consistent with the area of certification specified by CDE and as defined in California Education Code Section 56366 et seq. A current copy of CONTRACTOR's NPS/NPA certification or a waiver of such certification issued by the CDE pursuant to California Education Code Section 56366.2 must be provided to SELPA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, including the Individuals with Disabilities Education Act and related California law. CONTRACTOR shall also comply with all SELPA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or procedure or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with the Individuals with Disabilities Education Act, related California law and SELPA policies, procedures, and regulations and shall indemnify SELPA under the provisions of Section 16 of this Master Contract for all liability, loss, damage, and expense (including reasonable attorneys' fees and costs) resulting from or arising out of CONTRACTOR's failure to comply. CONTRACTOR shall comply with those policies relating to, among other things, the provision of special education and/or related services, facilities for individuals with exceptional needs, SELPA student enrollment and transfer, SELPA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that SELPA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE NPS/NPA certification pursuant to California Education Code Section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from September 1, 2014 to August 30, 2015 (Title 5, California Code of Regulations, Section 3062(a)). Neither CONTRACTOR nor SELPA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to August 14, 2014. (Title 5, California Code of Regulations, Section 3062(d).)

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract incorporates the SELPA's policies and procedures and each individual ISA. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, SELPA may modify their procedures from time to time without the consent of CONTRACTOR. Newly modified procedures are deemed incorporated herein and SELPA will notify CONTRACTOR within 60 days of any and all procedural changes that affect CONTRACTOR's performance under this agreement.

If CONTRACTOR does not return the Master Contract to SELPA duly signed by an authorized representative within 90 calendar days of issuance, the new contract rates will not take effect until the newly executed Master Contract is received and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such 90-day period, all payments for education and services will continue at the prior contract year rate and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and SELPA until such time as the new Master Contract is signed and returned by CONTRACTOR to SELPA. In the event this Master Contract expires or terminates, CONTRACTOR shall continue to be bound by all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and SELPA for so long as CONTRACTOR is serving authorized SELPA students.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract must include an ISA developed for each individual SELPA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for SELPA students enrolled with the approval of the District superintendent or his/her authorized representative pursuant to California Education Code Section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided (1) there is a concurrent Master Contract in effect; (2) a placement or service is ordered pursuant to an Office of Administrative Hearings ("OAH") order, court order; or (3) SELPA and the student's parents executed a lawful agreement providing for the placement or service. ISAs are void upon termination or expiration of the Master Contract. In the event this Master Contract expires or terminates, CONTRACTOR shall continue to be bound by all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and SELPA for so long as CONTRACTOR is serving authorized SELPA students.

Any and all changes to a SELPA student's educational placement/program provided under this Master Contract and/or ISA shall be made solely on the basis of a revision to the SELPA student's IEP/IFSP. At any time during the term of this Master Contract, a SELPA student's parent, CONTRACTOR, or SELPA may request a review of a SELPA student's IEP/IFSP subject to all procedural safeguards required by law.

CONTRACTOR shall provide all services specified in the IEP/IFSP unless CONTRACTOR and SELPA agree otherwise in the ISA or otherwise provided in this Master Contract. (California Education Code Sections 56366(a)(5) and 3062(e).)

If a parent or SELPA initiates a due process proceeding with the OAH or files a complaint in a court of competent jurisdiction, CONTRACTOR shall abide by the "stay-put" requirements of state and federal law unless the SELPA and parent agree otherwise or an interim alternative educational placement is deemed lawful and appropriate by SELPA, OAH, or a court. CONTRACTOR shall adhere to all SELPA requirements concerning changes in placement.

Disagreements between SELPA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Sierra Sands Board of Education or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

7. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

- A. The term "authorized SELPA representative" means a SELPA administrator assigned to the work with the Nonpublic Services issues.
- B. The term "credential" means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations, Section 3001(j).
- C. The term "qualified" means that a person holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special

education or related services, including those requirements set forth in Title 5 of the California Code of Regulations, Sections 3064 and 3065 or, in the absence of such requirements, the state education agency approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

- D. The term “license” means a valid, nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing agency authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations, Section 3001(r).
- E. The term “parent” means the natural or adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision making rights by the natural or adoptive parent or a court of competent jurisdiction.
- F. The term “day” means calendar day unless otherwise specified.
- G. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable Sierra Sands Unified School District’s programs.
- H. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307 in which a SELPA student is in attendance and in which instructional minutes meet or exceed those in comparable SELPA programs unless otherwise stipulated in an IEP/IFSP or ISA.
- I. The term “District” means the Sierra Sands Unified School District.

II. ADMINISTRATION OF CONTRACT

8. NOTICES

Any notice under this Master Contract will be in writing. Any written notice or other document shall be deemed to have been duly given on the date of personal service on a party, or on the second business day after mailing if the document is mailed by registered or certified mail and addressed to the party at the address set forth below or at the most recent address specified by the party through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified shall not defeat the effectiveness of notice actually received by a party.

All notices mailed to SELPA shall be addressed to: Elaine Littleton, 1327 N. Norma, Ridgecrest, CA 93555.

Individual Service Agreements for Nonpublic School or Agency services will identify specific SELPA contract information.

Notices to CONTRACTOR shall be addressed as indicated on the signature page.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for five years after termination of this Master Contract. For purposes of this Master Contract, "records" shall include but not be limited to pupil records as defined by California Education Code Section 49061(b); cost data in sufficient detail to verify the annual operating budget in providing education and designated instruction services to individuals with disabilities pursuant to Title 5 of the California Code of Regulations, Section 3061; registers and roll books of teachers and/or daily service providers; daily service logs, notes, and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record provision of services through individual adult assistance, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and workers' compensation insurance policies; state NPS/NPA certifications; marketing materials; bylaws; lists of current boards of directors/trustees, if incorporated; statements of income and expenses; cash receipts and disbursement books; general ledgers or journals and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimiles thereof.

CONTRACTOR shall maintain SELPA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each SELPA student's records which lists all persons, agencies, or organizations requesting or receiving information from the records. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the SELPA student's records. Such log need not record access to the SELPA student's records by (a) the SELPA student's parent; (b) an individual to whom written consent has been executed by the SELPA student's parent; or (c) employees of SELPA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the records. For purposes of this section, "employees of SELPA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the SELPA student's parents access to student records and comply with parents' requests for copies of student records as required by state and federal laws and regulations. CONTRACTOR agrees that in the event of school or agency closure it will forward SELPA student records to SELPA within two business days. These shall include but are not limited to current transcripts, IEPs, IFSPs, and all reports of any type.

10. SEVERABILITY

If any provision of this Master Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR's successors and assigns.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Kern County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by SELPA to conform to administrative and statutory guidelines issued by any state, federal, or local governmental agency. SELPA shall provide CONTRACTOR 30 days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modifications or changes are based.

14. TERMINATION FOR CAUSE

This Master Contract may be terminated for cause. To terminate the contract for cause, either party shall give 20 days prior written notice. At the time of termination, CONTRACTOR shall provide to SELPA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or SELPA may terminate an ISA for cause as well. Nothing in this section shall be interpreted to authorize CONTRACTOR to terminate the contract should the SELPA be required to provide service under section 6.

15. INSURANCE

For the duration of the Master Contract, CONTRACTOR shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

- A. During the entire term of this Master Contract, CONTRACTOR shall keep in effect policies of:
 - (1) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability coverage);
 - (2) automobile liability insurance;
 - (3) professional liability/errors and omissions coverage including sexual molestation and abuse; and
 - (4) workers' compensation insurance/employer's liability insurance.
- B. CONTRACTOR shall maintain limits of insurance no less than:
 - (1) Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury, and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
 - (2) Automobile Liability: \$1,000,000 combined single limit.

- (3) Professional Liability/errors and omissions coverage, including sexual molestation and abuse: \$1,000,000 per occurrence/\$2,000,000 aggregate.
- (4) Workers' Compensation and Employer's Liability as required by the state in which the services are performed: \$1,000,000/ \$1,000,000/\$1,000,000.

For all insurance coverages procured by CONTRACTOR, the following terms apply:

- C. For all insurance coverages procured by CONTRACTOR, deductibles and self-insured retentions may not exceed \$25,000 unless otherwise agreed to in writing by SELPA. Upon written demand, SELPA may require CONTRACTOR, at CONTRACTOR's sole cost, to cause its insurer to reduce the deductible to a level specified by SELPA or to eliminate altogether such deductibles or self-insured retentions with respect to SELPA, its officers, employees, agents, and representatives. Alternatively, upon written demand, SELPA may require CONTRACTOR, at CONTRACTOR's sole cost, to procure a bond guaranteeing payment of losses and related investigations, claims, administration, and legal costs associated with defending against claims.
- D. The commercial general liability and automobile liability policies are to contain or be endorsed to contain the following provisions:
 - (1) SELPA and SELPA and their governing boards, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives are to be covered as additional insureds with regard to: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to SELPA or SELPA.
 - (2) For any claims related to the services, CONTRACTOR's insurance coverage shall be primary with respect to SELPA or District, their governing boards, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives. Any policy of insurance or self-insurance maintained by SELPA or District, their governing boards, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives is secondary and in excess of CONTRACTOR's insurance. CONTRACTOR's insurance must be entirely exhausted before the secondary policy maintained by SELPA may be called upon to contribute.
 - (3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to SELPA and District.
- E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-:VII.

- F. CONTRACTOR shall furnish SELPA and District original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements meeting requirements of the above conditions are to be received and approved by SELPA and District before work commences. All certificates of insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

If SELPA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless, and indemnify SELPA and District, their 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 attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, costs of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

SELPA shall defend, hold harmless, and indemnify CONTRACTOR and 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 attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, costs of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of SELPA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless SELPA or District, its Board, officers, employees, agents, independent contractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and SELPA and District shall have no obligation to indemnify, defend, or hold harmless CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants, and/or other representatives for their sole negligence or willful misconduct.

This indemnity shall survive termination of this Master Contract and/or final payment hereunder, and is in addition to any other rights or remedies that CONTRACTOR or SELPA may have under law and/or otherwise in this Master Contract.

17. INDEPENDENT CONTRACTOR STATUS

SELPA and CONTRACTOR agree that in performing the services specified in this Master Contract, CONTRACTOR shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONTRACTOR shall be free to contract for similar services to be performed for other parties while under contract with SELPA. CONTRACTOR will not accept such engagements which interfere with performance under this

Master Contract. CONTRACTOR's personnel are not entitled to participate in any pension plan, insurance, bonus, or similar benefits SELPA or SELPA provide for their employees.

Nothing contained in this Master Contract will be construed to imply a joint venture, partnership, or principal-agent relationship between SELPA, District, and CONTRACTOR. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between SELPA, District and any individual assigned by CONTRACTOR to perform any services for SELPA.

CONTRACTOR shall be solely responsible for paying all salaries, wages, benefits, and other compensation which CONTRACTOR's employees or subcontractors may be entitled to receive in connection with performing services. CONTRACTOR 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. CONTRACTOR agrees to indemnify, defend, and hold SELPA and District harmless from any liability resulting from its failure to make such payment, including self-employment taxes.

If SELPA and/or District is held to be a partner, joint venturer, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless SELPA and District from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by SELPA and District as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to SELPA and before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, without limitation, transportation) for any SELPA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish SELPA with original endorsements affecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by SELPA before the subcontractor's work commences. All certificates of insurance shall reference the SELPA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees) and officers. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with SELPA that constitutes or may constitute a conflict of interest pursuant to California Education Code Section 56042, including but not limited to employment with SELPA, provision of private party assessments and/or reports, and attendance at IEP/IFSP team meetings acting as a student's advocate.

Unless CONTRACTOR and SELPA agree otherwise in writing, SELPA shall not execute an ISA with CONTRACTOR or amend an existing ISA for a SELPA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the SELPA student without prior written authorization by SELPA or District. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the SELPA student is enrolled in CONTRACTOR's school/agency), or whether an assessment of the SELPA student is performed or a report is prepared in the normal course of the services provided to the SELPA student by CONTRACTOR.

When CONTRACTOR is an NPA, CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code Section 56366.3, which provides in relevant part that no special education and/or related services provided by CONTRACTOR shall be paid for by SELPA if provided by an individual who was an employee of SELPA within the 365 days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by SELPA.

20. NONDISCRIMINATION 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, religion, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, age, sexual orientation, denial of family and medical care leave and medical condition and shall comply with all applicable laws pertaining to employment."

21. ASSIGNMENT

No party may assign any rights or benefits, or delegate any duties under this Master Contract, without the written permission of the other party, except as expressly provided in this Master Contract. Any purported assignment without written consent shall be void.

22. PROVISIONS

Each and every provision of law and each and every clause which is required by law to be inserted into this Master Contract will be deemed to be inserted and the Master Contract will read as though it were included. If for any reason any such provision is not actually inserted, or is not correctly stated, this Master Contract shall be amended to make such insertion or correction as soon as possible.

23. ENTIRE AGREEMENT

This Master Contract, the ISA, and any exhibits or attachments hereto constitute the entire agreement between SELPA and CONTRACTOR in regard to the subject SELPA student, and supersedes any prior or contemporaneous understanding or agreement with respect to the services and student contemplated.

24. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and SELPA regarding implementation or interpretation of this Master Contract, ISA, or otherwise relating to this Master Contract, that are not informally, voluntarily resolved shall be addressed and/or resolved as set forth in this section of this Master Contract. This section shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term

of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute, or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury shall first attempt to resolve the dispute directly between senior level representatives of the parties. If SELPA is the party claiming injury, SELPA shall notify CONTRACTOR's Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify SELPA's Special Education Director or other SELPA employee known or reasonably believed to be responsible for SELPA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the District Superintendent and request that the District Superintendent participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, and if the party claiming injury wishes to pursue resolution of the dispute or disagreement, the party claiming injury shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which shall be no less than 15 and no more than 45 days after the date of the notice; (e) a location in the District's boundaries at which the Step Three meeting will be held; (f) a statement that SELPA shall invite a non-attorney representative not employed by SELPA and CONTRACTOR shall invite a non-attorney representative not employed by CONTRACTOR to attend the Step Three meeting. The date, time, or location of the meeting may be changed by written agreement of the parties, including to a date earlier than 15 days or later than 45 days after the date of the notice.

At the Step Three meeting, SELPA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings at which the representatives will attempt to mediate a resolution to the dispute or disagreement.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and/or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to binding arbitration by an arbitrator or arbitration service to be agreed to by the parties, or as otherwise may be provided under California law. The parties agree that this provision on disputes does not alter the parties' right to bring any action in accordance with the applicable statutes of limitations under state or federal law.

25. **AUTHORIZED REPRESENTATIVE**

Authorization to enter into this agreement on behalf of SELPA is provided by the governing board of SELPA.

26. RENEWAL

Neither CONTRACTOR nor SELPA is required to renew this Master Contract in subsequent years.

III. EDUCATIONAL PROGRAM

27. FREE AND APPROPRIATE PUBLIC EDUCATION

SELPA shall provide CONTRACTOR with a copy of the IEP/IFSP, including the Individualized Transition Plan of each SELPA student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each SELPA student within the NPS or NPA consistent with the SELPA student's IEP/IFSP and as specified in the ISA. If CONTRACTOR is an NPS, CONTRACTOR shall not accept a SELPA student if it cannot provide or ensure provision of the services outlined in the student's IEP/IFSP.

Unless otherwise agreed to between CONTRACTOR and SELPA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for SELPA students as specified in the SELPA student's IEP/IFSP and ISA. CONTRACTOR shall make no charge of any kind to parent(s) for special education and/or related services as specified in the SELPA student's IEP/IFSP and ISA (including but not limited to screenings, assessments, or interviews that occur prior to or as a condition of the SELPA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a SELPA student's parent(s) for services and/or activities not necessary for the SELPA student to receive a free and appropriate public education after: (a) written notification to the SELPA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by SELPA of the written notification and a written acknowledgment signed by the SELPA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all SELPA requirements concerning parental acknowledgment of financial responsibility as may be specified in SELPA policies and regulations.

Voluntary services and/or activities not necessary for the SELPA student to receive a free and appropriate public education shall not interfere with the SELPA student's receipt of special education and/or related services as specified in the SELPA student's IEP/IFSP and ISA.

28. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR shall only provide services consistent with its area of certification set forth by its CDE certification.

When CONTRACTOR is an NPS, CONTRACTOR's general program of instruction shall: (1) be consistent with SELPA's standards regarding the particular course of study and curriculum; (2) include curriculum that addresses mathematics, literacy, and the use of educational assistive technology and transition services; (3) be consistent with CDE's standards regarding the particular course of study and curriculum; (4) provide the services as specified in the SELPA student's IEP/IFSP and ISA. SELPA students shall have access to the following educational materials, services, and programs to the extent available at the school district in which CONTRACTOR is located: (1) standards-based, core curriculum and the same instructional materials used by SELPA; (2) college preparation courses; (3) preparation and vocational training consistent with transition plans pursuant to state and federal law; and (4) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to SELPA prior to the effective date of this Master Contract.

When CONTRACTOR serves SELPA students in grades nine through 12 inclusive, SELPA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by SELPA students leading toward graduation or completion of diploma requirements.

When CONTRACTOR is an NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with SELPA, District and CDE guidelines and provided as specified in the SELPA student's IEP/IFSP and ISA. The NPA providing behavior intervention services shall develop a written treatment plan that specifies the nature of its services for each student within 30 days of enrollment and shall be available upon request. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian, or adult caregiver during delivery of the services. CONTRACTOR shall immediately notify SELPA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to SELPA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. A CONTRACTOR providing behavior intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff.

When CONTRACTOR is an NPA, CONTRACTOR shall not provide transportation or subcontract for transportation services for a SELPA student unless SELPA and CONTRACTOR agree otherwise in writing.

29. INSTRUCTIONAL MINUTES

When CONTRACTOR is an NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to District students at like grade levels attending District schools, and shall be specified in the SELPA student's ISA developed in accordance with the SELPA student's IEP/IFSP.

For SELPA students in grades pre-kindergarten through 12, unless otherwise specified in the SELPA student's IEP/IFSP, in no case shall the number of instructional minutes, excluding recess, lunch, and passing time, be less than:

230 minutes for SELPA students in pre-kindergarten through grade 3, inclusive (Education Code Section 46113) or the minimum of instructional minutes for the pertinent grade level at the public school for a student's attendance, if greater;

240 minutes for SELPA students in grade four through twelve, inclusive (Education Code Sections 46113 & 46141); or the minimum of instructional minutes for the pertinent grade level at the public school for a student's attendance, if greater.

When CONTRACTOR is an NPA and/or related service provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the SELPA student's ISA developed in accordance with the SELPA student's IEP/IFSP.

30. CLASS SIZE

When CONTRACTOR is an NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per 12 students. Upon written approval by an authorized SELPA representative, class size may be temporarily increased to a ratio of one teacher to 14 students when necessary to provide services to students with disabilities.

A CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code Section 56441.5.

31. CALENDARS

CONTRACTOR shall submit to SELPA and District a school calendar with the total number of billable days not to exceed 180 days plus extended school year billable days equivalent to the number of days determined by SELPA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar and/or required by the IEP/IFSP for each student. Unless otherwise specified by the student's IEP/IFSP, educational services shall occur at the school site.

CONTRACTOR shall observe the same legal holidays as SELPA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, and Independence Day. With the approval of SELPA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by SELPA.

When CONTRACTOR is an NPA, CONTRACTOR shall be provided with a District developed/approved calendar. CONTRACTOR agrees to observe holidays as specified in the District developed/approved calendar. CONTRACTOR shall provide services pursuant to the District developed/approved calendar or as specified in the SELPA student's IEP/IFSP and ISA. Unless otherwise specified in the SELPA student's IEP/IFSP and ISA, CONTRACTOR shall provide related services to SELPA students only on those days that the SELPA student's school of attendance is in session and the SELPA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the District calendar unless otherwise specified in the SELPA student's IEP/IFSP and ISA.

32. DATA REPORTING

CONTRACTOR shall record and maintain raw data pertaining to each SELPA student's progress regarding each annual goal and corresponding benchmark or intermediate objective. Such data shall be recorded in a manner approved by SELPA. Such data shall be provided to SELPA upon demand and also in conjunction with periodic (at least monthly) progress reports.

CONTRACTOR shall record, maintain, and provide to SELPA upon demand attendance reports, billing information, cost data, and periodic student progress reports.

CONTRACTOR shall record and maintain cost data in sufficient detail to verify the annual operating budget of providing education and designated instruction and services to the SELPA's students. Fiscal records shall be maintained for a minimum of five years in accordance with Title 5 of the California Code of Regulations, Section 3061.

33. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and SELPA shall follow all SELPA policies and procedures that support least restrictive environment ("LRE") and/or dual enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP/IFSP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP/IFSP team consideration of supplementary aids and services, goals and objectives

necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings. If services are provided through dual enrollment in a public school and an NPS or NPA, in accordance with Title 5 of the California Code of Regulations, Section 3062(e), the ISA shall specify the provider of each service.

When an IEP/IFSP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist SELPA in implementing the IEP/IFSP team's recommendations.

34. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code Section 52052 in the same manner as public schools, and each SELPA student placed with CONTRACTOR by SELPA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. CONTRACTOR shall report the test results to CDE as required by California Education Code Section 56366(a)(8)(A).

If CONTRACTOR is an NPS, and unless otherwise specified in a SELPA student's IEP, CONTRACTOR shall administer the High School Exit Examination and all statewide achievement tests, such as any STAR related assessments, including the California Alternate Proficiency Assessment (CAPA), the California Achievement Test (CAT 6), or other assessments utilized by SELPA. If CONTRACTOR is an NPA, CONTRACTOR will cooperate with SELPA in administration of such assessments.

Pursuant to California Education Code Section 56366(a)(8)(B), if CONTRACTOR is an NPS:

- A. Beginning with the 2006-07 school year testing cycle, CONTRACTOR shall determine its STAR testing period subject to subdivisions (b) and (c) of Section 60640 of the California Education Code.
- B. Each CONTRACTOR shall notify the SELPA of its testing period;
- C. CONTRACTOR's staff members who administer the assessments shall attend the regular testing training sessions provided by SELPA. If CONTRACTOR's staff members have received training from another SELPA, that training will be sufficient for all other SELPAs.

Pursuant to California Education Code Section 56366(a)(9), if CONTRACTOR is an NPS located within California, it shall prepare a school accountability report card in accordance with Section 33126 of the California Education Code. This provision is not applicable if CONTRACTOR is an NPS located outside of California.

35. ATTENDANCE AT SELPA MANDATED MEETINGS

CONTRACTOR shall attend SELPA mandated meetings when legal mandates and/or SELPA policies and procedures are reviewed, including but not limited to the areas of curriculum, high school graduation, standards-based instruction, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. SELPA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour.

36. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations, Sections 3001(c)-(f) and 3052, regarding positive behavior interventions, including but not limited to completion of functional analysis assessments, development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans, and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a Behavior Intervention Case Manager ("BICM") as that term is defined in Title 5 of the California Code of Regulations, Section 3001(f). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations, Sections 3052(l) and (k), regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention designed to or likely to cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the SELPA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the SELPA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short-term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion, except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individuals; and (h) any intervention which deprives the SELPA student of one or more of his or her senses pursuant to California Code of Regulations, Section 3052(l)(1-8).

37. STUDENT DISCIPLINE

CONTRACTOR shall develop, maintain, and abide by a written policy for student discipline that is consistent with state and federal law and regulations, including California Education Code Section 48900 et seq., Title 20 of the United States Code, Sections 1415(j) and (k), Title 34 of the Code of Federal Regulations, Sections 300.519-300.527.

When CONTRACTOR seeks to remove a SELPA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to SELPA and a manifestation IEP/IFSP team meeting shall be scheduled by the SELPA. Written discipline reports shall include but not be limited to the SELPA student's name; the date, time, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the SELPA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and SELPA agree to participate in a manifestation determination at an IEP team meeting no later than the tenth day of suspension. The SELPA will conduct the manifestation determination IEP meeting. The manifestation determination IEP team meeting will be conducted consistent with Title 34 of the Code of Federal Regulations, Section 300.523, and Title 20 of the United States Code, Section 1415(k)(4).

38. IEP/IFSP TEAM MEETINGS

An IEP/IFSP team meeting shall be convened at SELPA annually to evaluate (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code Section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP/IFSP are necessary, including whether the student may be transitioned to a public school setting. Each SELPA student shall be allowed to provide confidential input to any representative of his or her IEP/IFSP team. Except as otherwise provided in the Master Contract, CONTRACTOR and SELPA shall participate in all IEP/IFSP team meetings regarding SELPA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent(s), CONTRACTOR, or SELPA may request a review of the student's IEP/IFSP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR in the meeting. Every effort shall be made to schedule IEP/IFSP team meetings at a time and place mutually convenient to parent(s), CONTRACTOR, and SELPA. CONTRACTOR shall provide to SELPA assessments and written assessment reports by service providers upon request and/or pursuant to SELPA policies and procedures. Attendance at IEP meetings does not constitute a billable service hour.

Changes in any SELPA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP/IFSP. In the event CONTRACTOR believes the student requires a change of placement, CONTRACTOR may request a review of the student's IEP/IFSP for the purpose of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent(s) agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by SELPA, OAH or court order.

39. SURROGATE PARENTS

CONTRACTOR agrees to notify SELPA within seven school days when CONTRACTOR becomes aware of the need for the appointment of a surrogate parent for an SELPA pupil enrolled in CONTRACTOR's educational program. A surrogate parent is necessary when the parent is absent, the court has limited the parents' education rights to represent his/her child, and/or the child is a dependent or ward of the court and the court has specified the absence of the parents' education rights. CONTRACTOR agrees that SELPA or an authorized representative will select, appoint, and train the surrogate parent. The appointment of a surrogate parent will comply with California Government Code Section 7579.5. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by SELPA.

40. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings, including mediations and hearings, as requested by SELPA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. CONTRACTOR shall also assist SELPA in preparing for any proceeding related to a complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body including, but not necessarily limited to, meeting with SELPA and/or

its representatives prior to the proceeding and voluntarily appearing at the proceeding at the date(s) and time(s) provided by SELPA.

SELPA shall inform parents of their due process rights upon (1) each notification of an IEP/IFSP meeting, (2) proposal to reevaluate the child, (3) registration of a complaint or a request for a due process hearing, and (4) commencement of an expulsion proceeding. Upon request by SELPA, CONTRACTOR will assist SELPA in meeting its due process notification obligations set forth in this section of this Master Contract.

41. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of SELPA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations, Section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations, Section 4960(a); (3) Sexual Harassment Policy, California Education Code Sections 231.5(a)(b)(c); (4) Title IX Student Grievance Procedure, Title IX, Sections 106.8(a)(d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with the Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall provide SELPA and SELPA with copies of these written procedures.

42. SELPA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to SELPA and to the parent(s) on a quarterly basis, unless SELPA requests in writing that progress reports be provided on a monthly basis. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP/IFSP review by SELPA's IEP/IFSP team or when pupil's enrollment is terminated.

SELPA shall complete academic or other assessments of the SELPA student, and the corresponding written reports, for the purpose of determining the SELPA student's present levels. CONTRACTOR shall cooperate with SELPA.

43. TRANSCRIPTS

When CONTRACTOR is an NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon an SELPA student's transfer, for SELPA students in grades nine through 12 inclusive for evaluation of progress toward completion of diploma requirements as specified in District policies and procedures.

44. SELPA STUDENT CHANGE OF RESIDENCE

CONTRACTOR shall notify parent(s) in writing of their obligation to notify CONTRACTOR of a change in the pupil's residence. CONTRACTOR shall notify SELPA in writing of a pupil's and/or parent's change of residence within five school days after CONTRACTOR becomes aware of any change.

If the pupil's new residence is located within an area outside SELPA's and District's service boundaries and CONTRACTOR fails to notify the SELPA, SELPA shall not be responsible for the costs of services delivered after the pupil's change of residence.

CONTRACTOR shall notify SELPA immediately when CONTRACTOR becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

45. WITHDRAWAL OF SELPA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report by telephone to SELPA if a pupil is withdrawn from school by the parent(s). CONTRACTOR shall confirm said telephone call in writing within five school days.

46. PARENT ACCESS

CONTRACTOR will provide for reasonable parental visits to all the school facilities, including but not limited to the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil's living quarters. CONTRACTOR shall make reasonable efforts to comply with any known court orders regarding parental visits and access to SELPA pupils. If CONTRACTOR is aware that a violation of a known court order occurred at its site, CONTRACTOR will notify the pupil's parent, but shall not be obligated to notify the parent that is in violation of the court order.

CONTRACTOR's operating programs with residential components shall cooperate with parents' reasonable requests for pupil visits in their home during but not limited to holidays and weekends. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parents to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

47. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on District public school campuses, CONTRACTOR shall comply with California Penal Code Section 627.1 et seq. and SELPA and District procedures regarding visitors to school campuses specified by SELPA and District policy and in SELPA and District procedures and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on District public school campuses.

48. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code Sections 56366(a)(2)(C), 56366.9, California Health and Safety Code Section 1501.1(b), AB 1858, AB 490 (Chapter 862, Statutes of 2003), and the procedures set forth in SELPA and District procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school owned by, operated by, or associated with an LCI, CONTRACTOR shall provide to SELPA a list of all SELPA students, including those identified as eligible for special education, on a quarterly basis. For those identified special education students, the list shall include (1) special education eligibility at the time of enrollment, and (2) the educational placement and services specified in each student's IEP/IFSP at the time of enrollment.

Unless placement is made pursuant to an OAH order, court order or a lawfully executed agreement between SELPA and parent(s), SELPA is not responsible for the costs associated with NPS placement until the date on which an IEP/IFSP team meeting is convened, the IEP/IFSP team determines that an NPS placement is appropriate, and the IEP/IFSP is signed by the SELPA student's parent(s) or another adult with education decision making rights.

49. STATE MEAL MANDATE

If CONTRACTOR is an NPS, it shall assist SELPA and District to meet District's responsibilities to satisfy the State Meal Mandate under California Education Code Sections 49503, 49530, 49530.5, and 49550. If an NPS is an identified provider under the Child Nutrition Act, the NPS shall comply with National School Lunch Program standards.

50. MONITORING

CONTRACTOR shall allow access by SELPA to its facilities for monitoring of each SELPA and/or District's student's instructional program and shall be invited to participate in the review of each student's progress. SELPA shall have access to observe each SELPA and/or District student at work, observe the instructional setting, interview CONTRACTOR, and review each SELPA and/or District's student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, SELPA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also an LCI, SELPA shall annually evaluate whether CONTRACTOR is in compliance with California Education Code Section 56366.9 and California Health and Safety Code Section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR's facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one, (2) the Superintendent shall conduct an onsite review in year two, and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in a district validation review to be conducted as aligned with the CDE On-Site Review or more often if necessary. This review will address programmatic aspects of the NPS/NPA, compliance with relevant state and federal regulations, and Master Contract compliance.

CONTRACTOR shall participate in Coordinated Compliance Review ("CCR") and self review in accordance with CDE requirements.

CONTRACTOR understands that SELPA reserves the right to institute a program audit with or without cause. The program audit may include but is not limited to a review of core compliance areas of health and safety, curriculum/instruction, related services, and contractual, legal, and procedural compliance.

When CONTRACTOR is an NPS, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

51. GRADUATION REQUIREMENTS--NPS

If the pupil is enrolled in an NPS and is of secondary school age, SELPA will list the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of diploma requirements. SELPA will provide a current transcript and specific list of courses required.

At the close of each semester, or upon pupil transfer, for pupils in grades 9 through 12, CONTRACTOR shall prepare transcripts and submit them to the pupil's school of residence, or receiving school, for evaluation of progress toward completion of diploma requirements. If a

SELPA pupil requests to graduate from his or her District residence high school, the pupil may participate in the District residence high school's graduation ceremony if the IEP/IFSP team has made that decision by the end of the semester prior to graduation, unless agreed upon otherwise.

IV. PERSONNEL

52. CLEARANCE REQUIREMENTS

CONTRACTOR shall require each applicant for employment and any subcontractor or volunteer in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code Sections 33192, 44237. CONTRACTOR shall comply with the requirements of California Education Code Sections 45125.1, 35021.1, and 35021.2, including but not limited to obtaining California Department of Justice ("DOJ") clearance for CONTRACTOR's employees, prohibiting its employees or volunteers from coming in contact with pupils until DOJ clearance is ascertained, and certifying in writing and providing such certification to SELPA that none of its employees or volunteers who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code. If CONTRACTOR is an out-of-state NPS, clearance shall be obtained through that state's equivalent of DOJ. In addition, CONTRACTOR will not employ anyone who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in California Education Code Section 44010, or to a felony that would disqualify that person from employment pursuant to California Education Code Section 44237. Additionally, CONTRACTOR shall make a request for subsequent arrest notification from DOJ as required by California Penal Code Section 11105.2

53. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with California Education Code Section 56366.1(n)(1) and are qualified pursuant to Title 5 of the California Code of Regulations, Sections 3001(y), 3064, and 3065.

Only those NPSs or NPAs located outside of California that employ staff holding current valid credentials and/or licenses to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code Sections 45340 et seq., and 45350 et seq. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to the provisions with respect to supervision.

54. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

CONTRACTOR shall submit to SELPA a staff list and all current licenses, credentials, permits, and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Kern County Superintendent of Schools. CONTRACTOR shall notify SELPA in writing within 45 days when personnel changes occur which may affect the provision of special education and/or related services to SELPA students as specified in the SELPA policies and procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits, and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. No later than ten school days after any credentialed/licensed personnel change that may affect the provision of special education and/or related services to SELPA pupils, CONTRACTOR shall provide copies to SELPA, and CDE of any changes in licenses or credentials in accordance with Title 5, Section 3062.

The provisions of this section shall apply in all circumstances except those in which a written waiver has been granted by the California State Board of Education with respect to state laws and regulations or by SELPA with respect to its requirements.

55. STAFF ABSENCE

When CONTRACTOR is an NPS and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code Section 56061. CONTRACTOR shall provide to SELPA documentation of substitute coverage on a SELPA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. SELPA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is an NPA and/or related services provider and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Master Contract and as determined by SELPA) substitute unless SELPA provides appropriate coverage in lieu of CONTRACTOR's service providers. SELPA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within 30 calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances unless otherwise agreed to in writing by CONTRACTOR and SELPA.

V. HEALTH AND SAFETY MANDATES

56. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and SELPA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code Sections 35021 et seq., 49406, and California Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to SELPA documentation of such compliance for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR before an individual comes in contact with a SELPA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations, Section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

57. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to SELPA students in facilities that comply with all applicable federal, state, and local laws, regulations, and

ordinances related but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is an NPS, CONTRACTOR shall conduct fire drills as required by Title 5, California Code of Regulations, Section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities required to comply with applicable federal, state, and local laws, regulations, and ordinances.

58. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves a SELPA student who is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the SELPA student with the administration of such medication after the SELPA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the SELPA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to SELPA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each SELPA student to whom medication is administered. Such written log shall specify the SELPA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. Any change in medication type, administration method, amount, or schedule must be authorized by both a licensed physician and parent.

59. INCIDENT/ACCIDENT REPORTING

CONTRACTOR agrees to submit a written accident report to SELPA within one days of an incident where a pupil has suffered an injury requiring medical attention, resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

60. CHILD ABUSE REPORTING

CONTRACTOR assures SELPA that all staff members and volunteers have been informed of their obligations to report child abuse and child neglect under California law, including but not limited to California Penal Code Section 11164 et seq.

CONTRACTOR agrees to provide annual training to all its employees regarding mandated reporting of child abuse, missing children, and dependent adults. CONTRACTOR shall maintain copies of signed statements as set forth in California Penal Code Section 11166.5 to the effect that each of CONTRACTOR's employees has knowledge of the provisions of California Penal Code Section 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number, and address of SELPA. When CONTRACTOR is aware of an allegation of staff abuse regarding a pupil, CONTRACTOR shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to CONTRACTOR at the time. CONTRACTOR shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code Section 11166(g)(1).

CONTRACTOR will notify its staff members of their responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing in accordance with California Education Code Section 49370.

If an employee of CONTRACTOR who has a reporting obligation under applicable California law observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or neglect of a pupil, or if a pupil reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency.

61. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and are prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

62. REPORTING MISSING CHILDREN

CONTRACTOR assures SELPA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to SELPA. The written statement shall be submitted as specified by SELPA.

VI. FINANCIAL

63. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that it has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP/IFSP for each and every child.

CONTRACTOR shall comply with all SELPA procedures concerning enrollment, contracting, attendance reporting, service tracking, and billing, including requirements of electronic billing, if applicable, as specified by SELPA policies and procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the SELPA student's IEP/IFSP and ISA. All payments by SELPA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with SELPA policies and procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall keep records of each pupil's daily attendance in a register, report, or record, with the pupil's absences clearly identified. These records shall be used to report the attendance of pupils as set forth in California Education Code Section 56366(a)(7). When a pupil is absent for five consecutive days, CONTRACTOR shall notify SELPA of such absence in writing within one school day unless a written time extension is granted by a SELPA representative. CONTRACTOR will maintain written records regarding all SELPA pupil absences.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by adult assistants, behavior intervention aides, and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents, and notes for individual adult assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by SELPA or District during the effective period of this contract and for a period of five years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to SELPA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be submitted in the manner prescribed by SELPA in SELPA policies and procedures. Invoices shall be submitted no later than 30 days after the end of the attendance accounting period in which the services were rendered. SELPA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within 45 days of SELPA's receipt of properly submitted invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies, if any, and submit rebilling invoices no later than 30 calendar days after the invoice is returned by SELPA. SELPA shall pay properly submitted rebilling invoices no later than 45 days after the date a completely corrected rebilling invoice is received by SELPA.

64. RIGHT TO WITHHOLD PAYMENT

SELPA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by SELPA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by Section 63; (d) education and/or related services are provided to SELPA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) prior to school closure or contract termination, SELPA has not received all documents concerning one or more SELPA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district, or confirms the change of residence to another district but fails to notify SELPA within five days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or any other agency or funding source for a service provided to a SELPA student.

The amount which may be withheld by SELPA are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred until the violation is cured; and (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the SELPA student.

If SELPA determines that cause exists to withhold payment to CONTRACTOR, SELPA shall, within ten business days of this determination, provide to CONTRACTOR written notice that SELPA is withholding payment. Such notice shall specify the basis for SELPA's withholding payment and the amount to be withheld. Within 30 days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for SELPA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good

cause, SELPA shall extend CONTRACTOR's time to correct deficiencies (usually an additional 30 days), otherwise payment will be denied.

If after subsequent request for payment has been denied CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to SELPA specifying the reason it believes payment should not be withheld. SELPA shall respond to CONTRACTOR'S notice within 30 business days by indicating that a warrant for the amount of payment will be made or stating the reason SELPA believes payment should not be made. If SELPA fails to respond within 30 business days or a dispute regarding the withholding of payment continues after the SELPA's response to CONTRACTOR's notice, CONTRACTOR may invoke the provisions of Section 24 of this Master Contract.

65. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify SELPA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to SELPA students. Upon request, CONTRACTOR shall provide to SELPA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to SELPA students.

66. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code Section 56061. CONTRACTOR shall provide to SELPA documentation of substitute coverage pursuant to SELPA policies and procedures. Substitute teachers shall remain with their assigned class during all instructional time. SELPA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

If CONTRACTOR is providing a related service, whenever the related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Master Contract and as determined by SELPA) substitute. SELPA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within 30 calendar days from the date on which the services should have been provided unless otherwise agreed in SELPA student's IEP/IFSP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is an NPS, no later than the sixth cumulative day of a SELPA student's unexcused absence, CONTRACTOR shall notify SELPA of such absence as specified in SELPA policies and procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code Sections 46010, 46010.3, and 46307. SELPA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. SELPA shall not be responsible for payment of Designated Instructional Services (related services) for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is an NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Master Contract and as determined by SELPA) substitute, unless SELPA provides appropriate coverage in lieu of CONTRACTOR's service providers. SELPA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within 30 calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and SELPA.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is an NPA, it shall notify SELPA of the absence of a SELPA student no later than the fifth consecutive service day of the student's absence, as specified in the SELPA Procedures. Unless otherwise stipulated in the student's IEP/IFSP, SELPA shall not be responsible for the payment of services when a student is absent. When make-up services are specified on the student's IEP/IFSP, services must be provided within ten days of SELPA student's return from absence.

67. INSPECTION AND AUDIT

CONTRACTOR shall maintain and SELPA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices, and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Master Contract.

CONTRACTOR shall provide access to SELPA to all records, including but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes and other documents used to record provision of services by behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials and business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and workers' compensation insurance policies; state NPS and NPA certifications; marketing materials; bylaws; lists of current boards of directors/trustees; statements of income and expenses; cash receipts and disbursement books; general ledgers and journals and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimiles thereof. Such access shall include unannounced inspections by SELPA or SELPA. CONTRACTOR shall make available to SELPA all budgetary information, including operating budgets submitted by CONTRACTOR to SELPA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the offices of SELPA, or CONTRACTOR (to be specified by SELPA) at all reasonable times and without charge. All records shall be provided to SELPA within two business days of a written request from SELPA. CONTRACTOR shall, at no cost to SELPA, provide assistance for such examination or audit.

SELPA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to SELPA, unless SELPA agrees to use of the electronic format.

CONTRACTOR shall obtain written agreements to the requirements of this section from its subcontractors and suppliers, and shall provide copies of such agreements to SELPA upon request by SELPA

If an inspection, review, or audit by SELPA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes SELPA monies as a result of CONTRACTOR's overbilling or failure to perform, in whole or in part, any of its obligations under this Master Contract, SELPA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis for such demand. Unless CONTRACTOR and SELPA otherwise agree in writing, CONTRACTOR shall pay to SELPA the full amount owed as a result of CONTRACTOR's overbilling and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by SELPA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to SELPA within 30 days of receipt of SELPA's written notice demanding payment.

68. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

69. RATES FOR BASIC EDUCATIONAL PROGRAM AND SERVICES

Rate Schedule. Special education and/or related services offered by CONTRACTOR and the charges for such special educational and/or related services during the term of this Master Contract shall be as follows: \$375 daily x 180 days=\$67,500 for one student and \$435 daily x 180 days for the other student=\$78,300.

This contract is effective on the first day of September 2014, and terminates at 5:00 p.m. on the thirty-first day of August 2015, unless sooner terminated as provided herein.

SIERRA SANDS SELPA

By: _____
Ernie Bell, Superintendent, on behalf of
Sierra Sands Board of Education

Date: _____

Sanderson's Health Services

By: _____
Gale Sanderson, Contractor

Date: _____

Address : 720 N. Norma
Ridgecrest, CA 93555

00002.00019/156098.1

6. EDUCATIONAL ADMINISTRATION

6.3 Approval of the 2014-15 AVID (Advancement Via Individual Determination) Implementation Agreement for AVID Membership and District Director Training

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 five years with excellent results. The AVID agreement includes site membership fees for Monroe, Murray, Burroughs, and District Director training.

FINANCIAL IMPLICATIONS: The proposed agreement includes site fees and District Director training for the 2014-15 school year in the amount of \$16,755.00. Local Control Funding Formula (LCFF) Supplemental funding, formerly known as EIA/LEP funding, continues to be the appropriate fund source for this agreement.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education authorize the district to enter into an agreement with AVID Center.

EXHIBIT to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training

As per AVID District Leadership Training being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training ("AVID District Leadership 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. AVID District Leadership Training

1.1 **AVID District Leadership Training:** AVID provides AVID District Leadership (ADL) Training as part of the District Director Professional Learning Services fee. ADL sessions are designed to prepare and support the AVID District Director. 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 is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. Upon completion of all four sessions, the District Director becomes certified by AVID as a District Director and continues their training by attending ongoing national, divisional, or state AVID Center meetings. ADL training is for district level personnel responsible for start-up and quality assurance of the AVID Secondary program 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 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 attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the District Director is included in the total District Director Professional Services Price.

1.3 **Materials:** After attending the first ADL session, the District Director 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, 2014 to June 30, 2015 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 Secondary and Elementary. 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.

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 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 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 Trainings, AVID Weekly, AVID Test Prep, and others;
- Coordination with Client's District Director 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;
- Electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website;
- An AVID yearbook 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 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, 2014 to June 30, 2015 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. 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 participant 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: (858) 268-2265

Quote: Sierra Sands Unified School District

To	From
Sierra Sands Unified School District	Saba Michael
Shirley Kennedy	9246 Lightwave
113 Felspar Ave	Suite 200
Ridgecrest, CA 93555	San Diego, Ca 92123
	E-mail: smichael@avidcenter.org
	Phone: 8583804772

Summary

Total Amount:	\$16,755.00	Quote ID:	QUO-02892-D8M8T4
Shipping Method:	FedEx	Date:	7/23/2014
Payment Terms:	Net 30		

Details

Site	Product ID	Product	Quantity	Price	Sub Total
Site:					
	Co-ADL Year 1	Co-ADL Year 1	1.00	\$6,300.00	\$6,300.00
Site:					
Burroughs High School	MEMBERSHIP	AVID Membership Fees	1.00	\$3,485.00	\$3,485.00
Program Level:	SECONDARY				
Secondary					
Site:					
James Monroe Middle School	MEMBERSHIP	AVID Membership Fees	1.00	\$3,485.00	\$3,485.00
Program Level:	SECONDARY				
Secondary					
Site:					
Murray Middle School	MEMBERSHIP	AVID Membership Fees	1.00	\$3,485.00	\$3,485.00
Program Level:	SECONDARY				
Secondary					

Pre Freight Amount	\$16,755.00
Total Tax	\$0.00
Total	\$16,755.00

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 rate.

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, Supplementary:

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 not exhaustive and is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Roadtrip Nation Weekly (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Test Prep (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. Note: 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, 2014 to June 30, 2015 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.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2 Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.

3.3 Rights Reserved:

Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4 Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

- 3.5 **Enforcement:** The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.
- 3.6 **Proprietary Notices:** Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7 **Infringement:** Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such 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 Curriculum, 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. Should Client issue Purchase Orders for such Quotes, 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 signed Quote(s) and the terms listed therein.

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, in whole or in part, 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 Other Terminations: 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, the prevailing party shall be entitled to recover its reasonable attorney fees and costs, in addition to other relief to which it is entitled.
- 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

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***

Aimee Ahle
Speech – SELPA
Effective 7-21-14

Geralin Montgomery
Resource Specialist – Burroughs
Effective 7-18-14

Joan Paine
English – Burroughs
Effective 7-25-14

Jennylyn Santiago
School Psychologist – SELPA
Effective 7-30-14

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Christopher Bachman
Math – Burroughs
Effective 8-8-14

Jazmin Calderon
4th/5th Grade – Faller
Effective 8-8-14

Donald Deputy
5th Grade – Faller
Effective 8-11-14

Sari Fleishauer
Special Day Class – Burroughs
Effective 8-8-14

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (Continued)

Valerie Gennrich
Science – Murray
Effective 8-11-14

Kevin Hill
Math/PE – James Monroe
Effective 8-8-14

Leif Liberg
Social Science – James Monroe
Effective 8-8-14

Deidre Loudin
Special Day Class – James Monroe
Effective 8-8-14

Dari Mahaffey
Special Day Class – Richmond
Effective 6-2-14

Brenda Marshall
Resource Specialist – Inyokern
Effective 8-8-14

Koreen Myers
English – James Monroe
Effective 8-11-14

Kelsey Norton
Special Day Class – Richmond
Effective 8-11-14

Brianna Salinas
Mental Health Therapist – SELPA
Effective 8-8-14

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (Continued)

Jennifer Shultz
5th Grade – Faller
Effective 8-8-14

Richard Smith
ROP – Criminal Justice – Burroughs
Effective 8-8-14

Andrew Smosna
Adaptive PE – SELPA
Effective 8-8-14

Anne Stuart-Lougheed
Speech Pathologist – SELPA
Effective 8-8-14

William Zerby
Special Day Class – Burroughs
Effective 8-8-14

Substitute Teachers for 13-14 year

Elaina McMahon
Jeff Prusa
Celese Sanders
Fatima Shilleh

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Lisa Foisy
1 ¾ hr. Noon Duty Supervisor – Pierce
Effective 7-14-14

Patrick Lilly
5 ½ hr. Paraprofessional – Richmond
Effective 8-11-14

Christina Salazar
5 ½ hr. Paraprofessional – Richmond
Effective 7-23-14

Fatima Shilleh
5 ½ hr. Paraprofessional – Gateway
Effective 7-14-14

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Marie Baucicaut
1.58 hr. Noon Duty Supervisor – Las Flores
Effective 8-12-14

Tai Calderon
5 ½ hr. Paraprofessional – Richmond
Effective 8-12-14

Karen Clayson
5 ½ hr. Paraprofessional – Gateway
Effective 8-12-14

Elsa De Ochoa Rodriguez
2 ¾ hr. Noon Duty Supervisor – Las Flores
Effective 8-12-14

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Sarelle Eddins
5 ½ hr. Paraprofessional – Richmond
Effective 8-12-14

Cheyenne Fowlkes
2 hr. Noon Duty Supervisor – James Monroe
Effective 8-12-14

Brianna Groves
5 ½ hr. Paraprofessional – James Monroe
Effective 8-12-14

James Gunnell
5 ½ hr. Paraprofessional – Richmond
Effective 8-12-14

Carol Johnson
1.66 hr. Clerk II – Richmond
Effective 8-12-14

Robin Kolar
5 ½ hr. Paraprofessional – James Monroe
Effective 8-12-14

Roberta Lee
5 ½ hr. Paraprofessional – Gateway
Effective 8-12-14

Kristen Martin
1 ½ hr. Noon Duty Supervisor – Inyokern
Effective 8-12-14

David McPeters
5 ½ hr. Paraprofessional – James Monroe
Effective 8-12-14

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Destinee Nelson
2 ½ hr. Food Service Assistant I – Murray
Effective 8-12-14

Lori Perry
1 hr. Noon Duty Supervisor – Gateway
Effective 8-12-14

Jonathan Poole
5 ½ hr. Paraprofessional – Richmond
Effective 8-12-14

Kelli Stewart
5 ½ hr. Paraprofessional – Richmond
Effective 8-12-14

Student Food Service Workers for the 2014-2015 School Year

Student Workability Workers for the 2014-2015 School Year

Classified Substitutes for the 2014-2015 School Year

Nathaniel Clair
Andrea Constable
Elizabeth Davidson
Loren Gay
Amy Howe
Rebecca Hutchinson
Tracy Keeley
Cynthia Muldrew
Kimberly Register
Karen Romo

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL (Continued)

8.24 CHANGE OF STATUS

Manuel Fierro

From: 1 ½ hr. Noon Duty Supervisor – Faller

To: 3 hr. Noon Duty Supervisor – Faller

Effective 8-12-14

Brook Goins

From: 5 ½ hr. Paraprofessional – Murray

To: 6 hr. Clerk II – Pierce

Effective 8-12-14

Valerie Lane

From: 1.58 hr. Noon Duty Supervisor – Las Flores

To: 2 hr. Noon Duty Supervisor – Burroughs

Effective 8-12-14

8. EDUCATIONAL ADMINISTRATION

8.3 Waiver Request Enabling the District to Assign Individuals in Certificated Positions Without Appropriate Credentials

BACKGROUND INFORMATION: Approval of the board is required when a district is filing for a Variable Term Waiver, Provisional Internship Permit or a Short Term Staff Permit in order to assign an individual who is not appropriately credentialed for his/her assignment.

CURRENT CONSIDERATIONS: Approval is requested for the district to submit requests to the Commission on Teacher Credentialing for Variable Term Waivers, Provisional Intern Permits, and Short Term Staff Permits in order that the district may assign the following individuals for the 2014-2015 school year:

- Provisional Intern Permit – Mathematics for Christopher Bachman, Burroughs High School
- Variable Term Waiver – Speech Language/Pathology Services for Charla Breitigam, SELPA
- Variable Term Waiver – Speech Language/Pathology Services for Jessica Constable, SELPA
- Short Term Staff Permit – Education Specialist Mild/Moderate for Sari Fleishauer, Burroughs High School
- Provisional Intern Permit – Science for Valerie Gennrich, Murray Middle School
- Variable Term Waiver – Speech Language/Pathology Services for Kimberly Heier, SELPA
- Provisional Intern Permit – Education Specialist Mild/Moderate for Hilary Johnson, James Monroe Middle School
- Short Term Staff Permit – Education Specialist Mild/Moderate for Deidra Loudin, James Monroe Middle School
- Variable Term Waiver – Speech Language/Pathology Services for Katharine Meramble, SELPA
- Provisional Intern Permit – Education Specialist Moderate/Severe Kelsey Norton, Richmond Elementary School
- Provisional Intern Permit – Physical Education for Erin Rosenstock, Burroughs High School
- Variable Term Waiver – Adaptive Physical Education for Andrew Smosna, SELPA
- Short Term Staff Permit – Education Specialist Mild/Moderate for Giovanni Velasco, Murray Middle School
- Provisional Intern Permit – Education Specialist Mild/Moderate for William Zerby, Burroughs High School

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: Approve the submission of request for Variable Term Waivers, Provisional Intern Permits, and Short Term Staff Permits, in order that the above named individuals may be assigned in the designated positions for the 2014-15 school year.

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

CURRENT CONSIDERATIONS: The following donation has been received:
John Perrige of KSSI Radio donated miscellaneous school and office supplies with an estimated cash value of \$300.00 to be used at schools throughout the Sierra Sands Unified School District.

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

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

9. GENERAL ADMINISTRATION

9.2 Adoption of District Goals for 2014-17

BACKGROUND INFORMATION: As part of the Governing Board's responsibility to set direction for the school district, the board shall adopt long-term goals focused on the achievement of all district students. The district's goals shall be aligned with the district's vision, mission, philosophy, and priorities.

CURRENT CONSIDERATIONS: With recommendations from the board as a result of a work/study session, various stakeholder groups throughout the district were given opportunities throughout the year to provide input on the development of the 2014-17 district goals.

The 2014-17 district goals for the Sierra Sands Unified School District are revised from those adopted for 2010-13 to reflect a focus on continuous growth in individual student achievement and success. After consideration of stakeholder input it was the view of all those involved in the process that these goals are relevant and reflect the focus required for maximum student success. As has been past practice, it is recommended that goals remain intact for a three-year period to ensure sustainable growth and progress. However, each year the district's update to the Local Control and Accountability Plan (LCAP) shall review progress toward the goals with potential revisions to the district goals determined at that time. The goals are:

The Sierra Sands Unified School District will:

1. *Provide an academic program aligned with the Common Core State Standards that supports all students with equal opportunity for educational growth and creativity while preparing them for a productive future.*
2. *Provide district wide data systems to inform the implementation of a variety of student programs, opportunities, strategies, and targeted interventions that maximize student success.*
3. *Provide safe, drug-free, well-maintained, culturally-sensitive, and appropriately equipped schools to ensure a positive learning environment.*
4. *Provide opportunities for community input and educational advocacy through communication of goals, activities, and accomplishments in order to represent the desires and utilize the capabilities of our unique community.*
5. *Provide growth opportunities through professional development to engage all learners.*

The board requests that the Sierra Sands Unified School District Mission Statement be considered for revision in 2015.

FINANCIAL IMPLICATIONS: District goals provide the focus for budgetary decisions in the district. These goals are reflected in each Single School Plan, the Local Education Agency Plan (LEAP), and the Local Control and Accountability Plan (LCAP) which require funding sources to be identified in attaining identified goals.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the District Goals for 2014-17 as presented.

9. GENERAL ADMINISTRATION

9.3 Authorization for Board Member Travel to the Annual California School Boards Association (CSBA) Education Conference and Delegate Assembly Meeting

BACKGROUND INFORMATION: At the regular meeting of the board on May 7, 2009, the board established protocol that requires the board to authorize all board member travel based upon the value of the travel and the status of the board's travel budget when evaluating each request.

CURRENT CONSIDERATIONS: Information and dates for registration have been received for the 2014 California School Boards Association (CSBA) Annual Education Conference and the Delegate Assembly meeting held just prior to the annual conference. The dates for the conference are December 14, 2014 through December 16, 2014. Additionally, Mr. Farris is a member of the CSBA Delegate Assembly, and it is scheduled to meet on December 13th prior to the conference. While conference specifics are not yet available, the conference traditionally covers a broad range of issues, including effective governance; community engagement; finance, facilities and revenue generating strategies; partnerships and collaborations; and student learning and achievement.

The cost of travel per member attending the full conference is estimated as follows:

Conference registration	\$455.00
Hotel (3 nights)	\$249.00 per night = \$747.00
Hotel Tax and Fees (estimate 15%)	\$112.00 (15% of \$747)
Meals (3 days @ \$50)	\$150.00
Travel Expense	\$ 50.00 (based on combined board travel by car)

The total estimate for each board member is \$1,514.00. If five board members attend, the estimated cost would be \$7,570.00.

FINANCIAL IMPLICATIONS: The board's annual budget is \$18,700 for travel. No board travel funds have been encumbered for the 2014-15 fiscal year to date.

SUPERINTENDENT'S RECOMMENDATION: In accordance with the board's adopted protocol, it is recommended that the board review the proposed travel for its members to attend the CSBA Annual Education Conference and for Mr. Farris to attend the CSBA Delegate Assembly meeting and determine to what extent it wishes to authorize these travel activities.

9. GENERAL ADMINISTRATION

9.4 Authorization for Board Member Travel

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 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 Washington, D.C. on September 20 – September 24, 2014 to attend the NAFIS Fall Conference. Cost of travel is estimated as follows:

Conference registration	\$ 500.00
Air Fare	\$ 530.00
Hotel (4 nights @ 250.76 inc. tax)	\$1003.04
Meals (4 days @ \$50 per day)	\$ 200.00
Miscellaneous	\$ 50.00

Estimated total cost of travel	\$2,283.04
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FINANCIAL IMPLICATIONS: The travel budget for the board for 2014-15 is \$18,700. To date, no money has been spent; however, approximately \$7,570 has been estimated for the annual CSBA conference.

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

9.5 Nominations for CSBA Directors-at-Large, Asian Pacific Islander and Hispanic to the California School Boards Association (CSBA) Board of Directors

BACKGROUND INFORMATION: The CSBA Board of Directors is comprised of 21 regional directors as well as the officers of the association, any officer or director of the National School Boards Association who resides in California, and the president of the California County Boards of Education. In addition, there are five Directors-at-Large. The directors, along with the officers and members of the Delegate Assembly, are a vital link in the association's governance structure ensuring that the association continues to effectively carry out its mission.

CURRENT CONSIDERATIONS: Nominations for two CSBA Directors-at-Large, Asian Pacific Islander and Hispanic will be accepted until October 3, 2014. Any CSBA member board is eligible to nominate board members for any of these Director-at-Large seats. All nominees must serve on a CSBA member board and each nominating board must certify that the nominee has consented to be nominated at the time of nomination. The election for these two-year seats will take place during the Delegate Assembly meeting in San Francisco in December. The current Director at Large, Asian Pacific Islander is Audrey Yamagata-Noji of Santa Ana Unified School District. The current Director-at-Large, Hispanic is Kathryn Ramirez of Salinas Union High School District.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: The board may, if it wishes, nominate candidates for the offices of CSBA Director-at-Large, Asian Pacific Islander and Director-at-Large, Hispanic.



August 1, 2014

TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE Friday, October 3, 2014
Please deliver to all members of the governing board.

MEMORANDUM

TO: All Board Presidents and Superintendents
CSBA Member Districts and County Offices of Education

FROM: Josephine Lucey, President

SUBJECT: Call for Nominations for Directors-at-Large, Asian Pacific Islander and Hispanic

Nominations for CSBA Director-at-Large, Asian Pacific Islander and Hispanic are currently being accepted until **Friday, October 3, 2014**. All the information and forms related to the election process are available to download at www.csba.org/AboutCSBA.aspx.

The elections will take place at CSBA's Delegate Assembly meeting in San Francisco at the Westin St. Francis on Sunday, December 14. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

Nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark or fax deadline for the nomination form, and the required two letters of recommendation, is **Friday, October 3, 2014**. A valid nomination includes:

- **A completed, signed nomination form.** *It is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.*
- **Two letters of recommendation** (one page, single-sided). These letters may be submitted by a:
 - 1) Member district or county office of education (COE) board
A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."
 - 2) Individual board member from a member district or COE
 - 3) Board member organization
- **A signed and dated candidate's biographical sketch form completed by the nominee is due to CSBA by Friday, October 10.** *(The candidate's biographical sketch form and the two letters of recommendation will be printed in the Delegate Assembly agenda exactly as submitted.)*

The current Directors-at-Large are as follows:

- **Asian Pacific Islander – Audrey Yamagata-Noji (Santa Ana USD)**
- **Hispanic – Kathryn Ramirez (Salinas Union HSD)**

For further information, please contact the Leadership Services department at 800-266-3382. Thank you.



2014 Director-at-Large, Asian/Pacific Islander and Hispanic Nomination Form

(Please submit a separate nomination form for each nominee.)

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark or fax deadline for the nomination form and the required two letters of recommendation is **Friday, October 3, 2014**.

Two letters of recommendation are required to be submitted with this nomination form.

The governing board of the _____ School District or

County Office Board of Education voted to nominate _____
(Nominee name)

as a candidate for the following Director-at-Large position: *(please indicate)*

- ☐ Director-at-Large, Asian/Pacific Islander
- ☐ Director-at-Large, Hispanic

The nominee is a member of the _____ School District or
County Office Board of Education, which is a member of CSBA. The nominee has given
permission to be nominated.

Signature of the Board Clerk or Board Secretary

Date

Return the nomination form and two letters of recommendation to:

Josephine Lucey, President
California School Boards Association
3251 Beacon Blvd. | West Sacramento, CA 95691
(916) 371-4691 (800) 266-3382 | Fax: (916) 371-3407 | www.csba.org



This signed and dated candidate's form must be completed in the spaces provided. An optional, single-sided, one-page résumé may also be submitted. Please do not state "See résumé" in the spaces below. Only this **two-page form and one-page résumé, if submitted**, will be printed in the Delegate Assembly meeting agenda.

- 1. CSBA's Board of Directors is the governing body for the Association. What do you see as CSBA's greatest strength as an organization and what can the Board of Directors do to make it even stronger?**
- 2. Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board.**

4. What do you see as the biggest challenge facing governing board members and how can CSBA help?

5. Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy.

Your signature indicates your consent to have your name placed on the ballot and to serve, if elected.

Date _____



Board of Directors Roles and responsibilities

Members of the Board of Directors establish the vision, mission and goals for the association, and ensure that association activities and programs remain focused on those goals and the issues identified in CSBA's Policy Platform. The Board of Directors has the following powers and duties:

Statewide leadership

- › Adopts the vision, mission and goals of the association, and annually reviews progress toward achieving them.
- › Adopts final positions and policies that are consistent with the Policy Platform. Interim positions on statewide initiatives may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Adopts final positions on legislation that are consistent with the Policy Platform. Final positions on legislation may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Provides advocacy on behalf of children, public education, local boards and the association.
- › Serves on Board of Directors and other standing committees, councils, task forces and focus groups.
- › Receives reports and updates on major programs, consistent with the vision, mission and goals of the association.

Regional and constituency leadership

- › Provides two-way communication with Delegate Assembly members and local board members.
- › Supports and participates in the association's activities and events.

Corporate responsibilities

- › Adopts the association's budget.
- › Adopts the association's Standing Rules.
- › Receives reports on corporate operations.
- › Approves the hiring and terms of employment of the executive director, upon recommendation of the Executive Committee.
- › Comments annually on the performance, and acts on the contract of the executive director, upon recommendation of the Executive Committee.
- › Abides by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy as adopted by the Board of Directors and included in the association's Policy Statements.

Source: CSBA Bylaws, Article IV, Section 1. 11/12



CSBA Board of Directors 2014 Director-at-Large Nominations & Elections FAQ

What are the required meetings?

- Five CSBA Board of Directors meetings are typically held on weekends in late January or early February, late March, May (Friday only), September and late November or early December (one day only)
- Two Delegate Assembly meetings (May and late November or early December)

What is the term for Directors-at-Large? Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

Who can run for Directors-at-Large, Asian/Pacific Islander and Hispanic? Any member of a district or county office of education board that is a member of CSBA.

Who can nominate the Directors-at-Large, Asian/Pacific Islander and Hispanic? Any district or county office of education whose board is a member of CSBA.

What does a valid nomination consist of?

- 1) A completed, signed nomination form due Friday, October 3.
- 2) Two letters of recommendation (one page, single-sided, due Friday, October 3) from:
 - a) Member boards (*A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."*)
 - b) Individual board members from member districts or COEs
 - c) A board member organization
- 3) A completed candidate's form from the nominee is due Friday, October 10.

Can the same board that nominates also submit a letter of recommendation? Yes.

Where do I return completed nomination and candidate's forms?

California School Boards Association, 3152 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660
Fax: (916) 371-3407, or email Leanne Gosselin at lgosselin@csba.org

When and where are the elections held? The elections will take place on Saturday, December 13 (speeches) and Sunday December 14 (elections) at CSBA's Delegate Assembly meeting at the Westin St. Francis hotel in San Francisco.

Who is the current CSBA Director-at-Large Asian/Pacific Islander? Audrey Yamagata-Noji (Santa Ana USD)

Who is the current CSBA Director-at-Large Hispanic? Kathryn Rameriz (Salinas Union HSD)

For additional information, please contact Leadership Services staff at (800) 266-3382 or via email lgosselin@csba.org.

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 and documentation activity and planning continue at several sites. Mrs. Giraldo, Assistant Superintendent of Business Services, 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 Education

August 21, 2014

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Overview of Projects

Aerial View	Page 3
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Project Status Reports - Projects in Initial Start-Up, Programming & Design

Burroughs High School	Page 5-8
Murray Middle School	Page 9-12
HVAC Remediation	Page 13-16

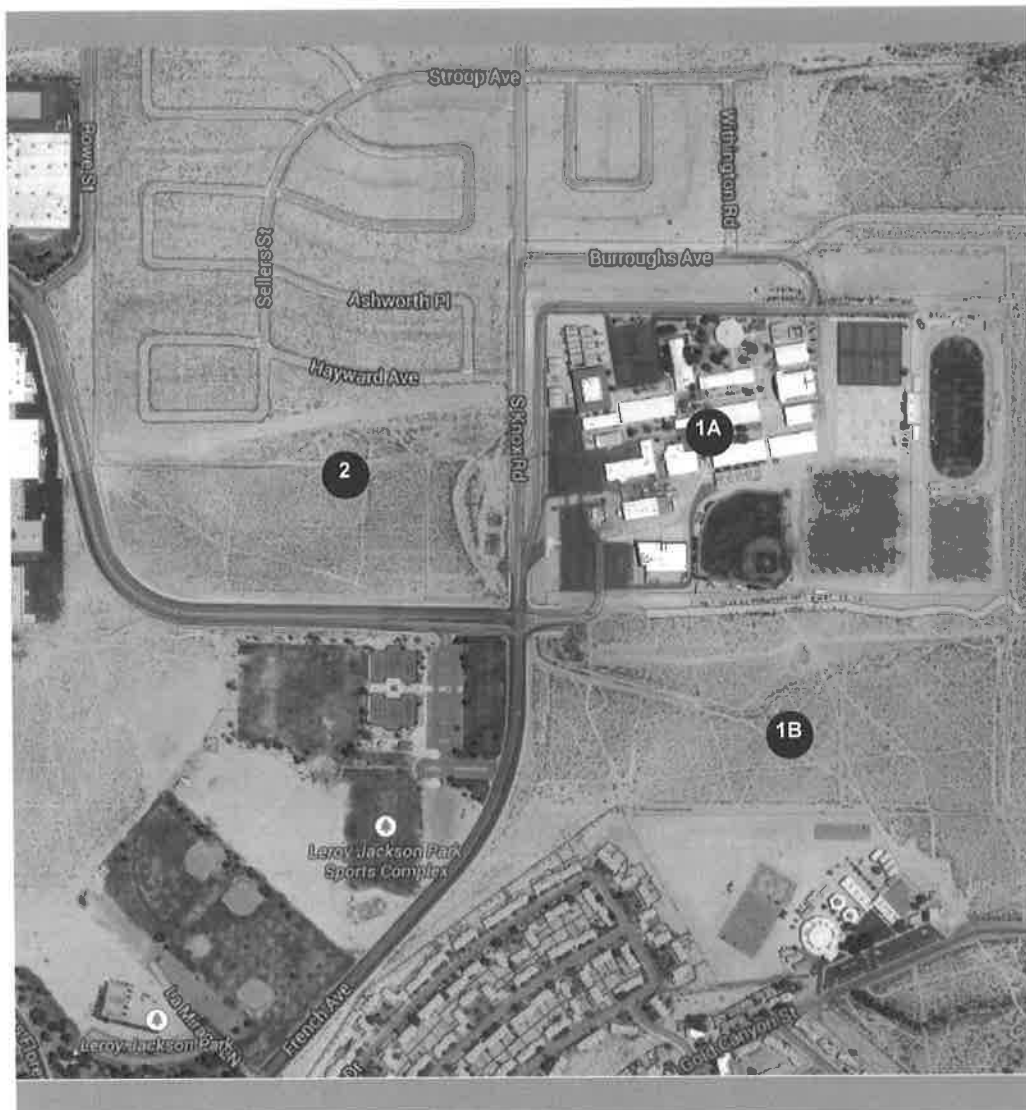
Campus Activities

Upcoming Events	Page 13
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AERIAL MAP

Projects in Programming & Design

- 1A Burroughs High School
- 1B Burroughs High School Parking Lot
- 2 Murray Middle School
- 3 HVAC Remediation (Not Shown)



PROJECTS IN DESIGN . . .

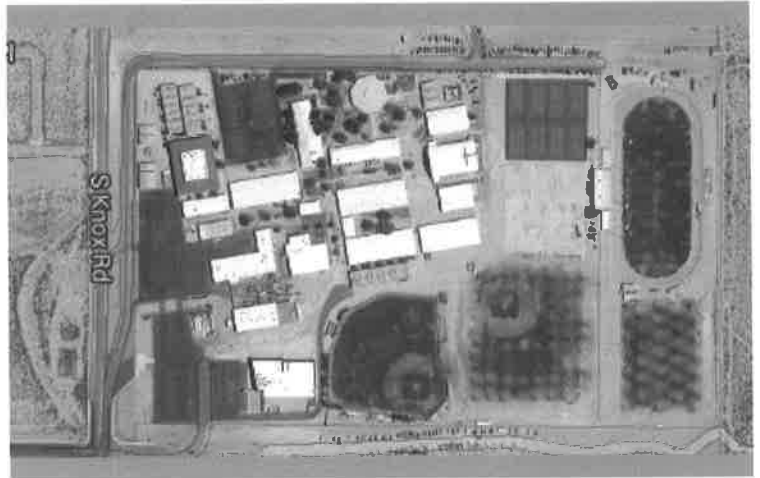
- Project Status Reports

BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

DESIGN

- **Address** 500 E. French Ave.
Ridgecrest, CA 93555
- **Project Manager** Maas
Steve Hubbard
- **Architect** Westberg + White
Tustin, CA
- **Construction Manager** TBD



Fast Facts

Complete renovation of the permanent instructional spaces throughout the campus along with the addition of a new Administration Building and a new Concessions/Restroom Building adjacent to the existing stadium. Work will include replacement of all existing HVAC 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 Start May 2015
- Targeted Completion 12/31/2017

Sustainable Features

- Meet requirements of the National Environmental Policy Act

BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

DESIGN

Fast Financial Facts

- Total Project Budget\$31,909,274
- Construction Budget \$26,410,282
- Expenditures To Date. \$ 1,656,739
- Percent Complete of Project Cost 5%
- Percent Complete of Construction 0%

Project Update

- Per DSA direction, Architect proceeding with correction of all prior BHS Siemens work and incorporating into the project documents.
- Per direction of CDE and City of Ridgecrest, Architect proceeding with construction documents to increase student parking lot size to accommodate vehicle stacking on site.
- Architect proceeding with Value Engineering measures reviewed and approved by District.
- Detailed cost estimate from Architect remains pending until design and docs complete; proposed delivery date Sept.
- Revised Project Schedule received from Architect; project remains on schedule per revision.
- Project remains over budget by \$1.3m including suggested Value Engineering Measures. This includes \$2.3m in the original design as submitted to DSA, \$.67m for the increase in acreage of the parking lot to meet CDE and City requirements, \$1.3m to execute the Siemens remediation required by DSA and \$232k approved for the Architect to complete the Siemens work.
- Kern County Fire Department completed new fire flow test; results satisfactory.
- CEQA Categorical Exemption in process by CEQA; Counsel provided letter to the District agreeing that CatEx would be appropriate.
- CDE final application remains pending inclusion of Siemens work and final CEQA determination.
- Schedule extended 18 months to accommodate added scope of Siemens and parking lot revision; amendment filed and accepted by OEA.
- Notification of RFQ for Construction Management Services to manage the various phases of work published. Selection procedures pending.

SCHEDULE: 12 MONTH



Sierra Sands Unified School District
BURROUGHS HIGH SCHOOL MODERNIZATION
12 MONTH ACTIVITY SCHEDULE

August 22, 2014

[illegible]

NO TIES TO SCANDAL

- ☐ [1] The end use of the Project is described in the 2017/18
- ☐ [2] Project will be to develop a new, more efficient, and more effective way to deliver services to the community.

Issue	4/17/14
Page 1	5/22/14
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Page 3	8/5/14

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

DESIGN

- **Address** 200 E. Drummond Ave.
Ridgecrest, CA 93555
- **Project Manager** Maas
Steve Hubbard
- **Architect** IBI Group
Bakersfield, CA
- **Construction Manager** TBD



Fast Facts

New construction of a complete middle school campus to house the students from the existing Murray Middle School including Classroom Building, 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)** 86,000 SF
- **Funding Source** 80% DOD, 20% District Funds
- **Construction Start** May 2015
- **Targeted Completion** 9/30/2017

Sustainable Features

- Meet requirements of the National Environmental Policy Act

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

DESIGN

Fast Financial Facts

- Total Project Budget\$39,542,838
- Construction Budget \$34,510,544
- Expenditures To Date. \$ 1,632,274
- Percent Complete of Project Cost 4%
- Percent Complete of Construction 0%

Project Update

- Interviews of four potential Architects conducted; selection complete; contract negotiations complete; Agreement posted to the Board Agenda for review and ratification.
- Redesign of the project from site-built to Custom Permanent Manufactured facility scheduled to commence upon Board ratification of Architect/Engineer's Agreement.
- Receipt of electronic construction documents and hard copy specifications received from prior Architect for the District record and use.
- IOR and Testing/Inspection short list interviews conducted; selection complete; District Agreement terms and conditions agreed by selected firms; negotiations scheduled to commence.
- Request for schedule extension posted to OEA web site; submittal pending review and comments from OEA representative; comments requested.
- CEQA - DTSC requirement for Preliminary Environmental Assessment received; requisition for additional DTSC fees complete; additional sampling on site discussed and ready to be scheduled with NAWS/NAVFAC contact.
- Revised and tentative 12-month schedule provided to District by Maas PM.
- Authorized users of OEA Website revised to include new Superintendent; new Asst. Superintendent of Business Services and new Maas representative.
- Notification of RFQ for Construction Management Services to manage the various phases of work published. Selection procedures pending.

MURRAY MIDDLE SCHOOL

PROJECT BUDGET

Budget Category	FY 2014 Expenditures to Date through 6-30-14			Total Project Costs to Date			OEA Balance Remaining to Date	District Balance Remaining to Date	Total Balance Remaining to Date
	OEA	DISTRICT	TOTAL	OEA	DISTRICT	TOTAL			
3. Relocation Exp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,000.00	\$4,000.00	\$20,000.00
4. A & E Fees	\$857,112.24	\$214,278.06	\$1,071,390.30	\$965,222.67	\$241,305.67	\$1,206,528.34	\$570,822.33	\$142,706.33	\$713,528.66
5. Other A&E Fees	\$211,271.31	\$52,817.82	\$264,089.13	\$211,271.31	\$52,817.82	\$264,089.13	\$51,128.69	\$12,782.18	\$63,910.87
6. Inspection Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$436,845.00	\$109,209.00	\$546,054.00
7. Site Work	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$284,000.00	\$71,000.00	\$355,000.00
9. Construction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,608,435.00	\$6,902,109.00	\$34,510,544.00
10. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$137,130.00	\$34,284.00	\$171,414.00
11. Miscellaneous	\$7,541.42	\$1,885.35	\$9,426.77	\$129,323.80	\$32,332.44	\$161,656.24	\$124,716.20	\$31,178.56	\$155,894.76
13. Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,099,375.00	\$274,843.00	\$1,374,218.00
TOTAL	\$1,075,924.97	\$268,981.23	\$1,344,906.20	\$1,305,817.78	\$326,455.93	\$1,632,273.71	\$30,328,452.22	\$7,582,112.07	\$37,910,564.29

MURRAY MIDDLE SCHOOL

SCH

MAAS

Sierra Sands Unified School District

MURRAY MIDDLE SCHOOL

12 MONTH ACTIVITY SCHEDULE

August 7, 2014



Dir.	July	August	September	October	November	December	January	February	March	April	May	June
(Days)	30 7 14 21 28	4 11 18 25	1 8 15 22 29	5 12 19 26	2 9 16 23	6 13 20 27	3 10 17 24	1 8 15 22 29	5 12 19 26	2 9 16 23	6 13 20 27	3 10 17 24
Pre-Design												
Architect Selection												
CM Selection												
Design & Documentation												
Construction Documents												
DSA Plan Check												
Internal Plan Check												
Constructability Review												
Value Engineering												
Plan Check Comment Fixups												
DSA Backcheck												
Purchasing Agency Approvals												
CEQA												
NAVFAC												
SEA Lease Execution												
Bid Document Preparation												
Div. 0 - General Conditions												
Review by Council												
SSJSD Review												
Bid Solicitation												
Direct Contact												
Advertise												
Bid Period												
Bid Opening												
Bid Review												
Notice of Intent												
Bid Protest Period												
Record Approval												
Notice to Proceed												

MAAS



HVAC REMEDIATION

PROJECT STATUS REPORT

DESIGN

- Address 200 E. Drummond Ave.
Ridgecrest, CA 93555
- Project Manager Maas
Steve Hubbard
- Architect RBB Architects
Los Angeles, CA
- Construction Manager TBD



Fast Facts

Remediation of prior substandard construction and installation of replacement HVAC units by Siemens Building Technologies Corporation. Work at six 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. Projects include Monroe Middle School, Mesquite Continuation School, Richmond Elementary School, Burroughs High School, Murray Middle School and Vieweg Elementary School.

- Total Project Budget \$5,684,500
- Project Square Footage (GSF) Varies
- Funding Source Facilities Hardship Funds / Siemens
- Construction Start December 2014
- Targeted Completion August 2015

Sustainable Features

- Meet requirements of the National Environmental Policy Act

PROJECT STATUS REPORT

DESIGN

Fast Financial Facts

- Total Project Budget\$5,684,500
- Construction Budget \$3,500,000
- Expenditures To Date. \$2,427,200
- Percent Complete of Project Cost 43%
- Percent Complete of Construction 49%

Project Update

- Correction of all prior BHS Open A# work and incorporation into the Modernization project documents continues by Westberg + White.
- Design and documentation of Vieweg, Monroe, Burroughs continues by RBB Architects
- Architect review in process for Category 3 work to be executed as part of the Remediation Project including Richmond, Murray and Burroughs; RBB proposal for additional services pending site evaluation of conditions; site visit scheduled for August 20.
- TTG engineers' preliminary BHS-PAC report for boiler and mezzanine conditions and recommendations received; final report remains pending.
- District reviewing possibility to execute PAC boiler and mezzanine remediation and Air Handler Project as part of the RBB contract; proposal for additional services solicited from RBB; pending site visit; engineers' visit scheduled.
- Detailed cost estimates for all elements of the work not yet available; Project Budget Report based on rough order of magnitude costs.

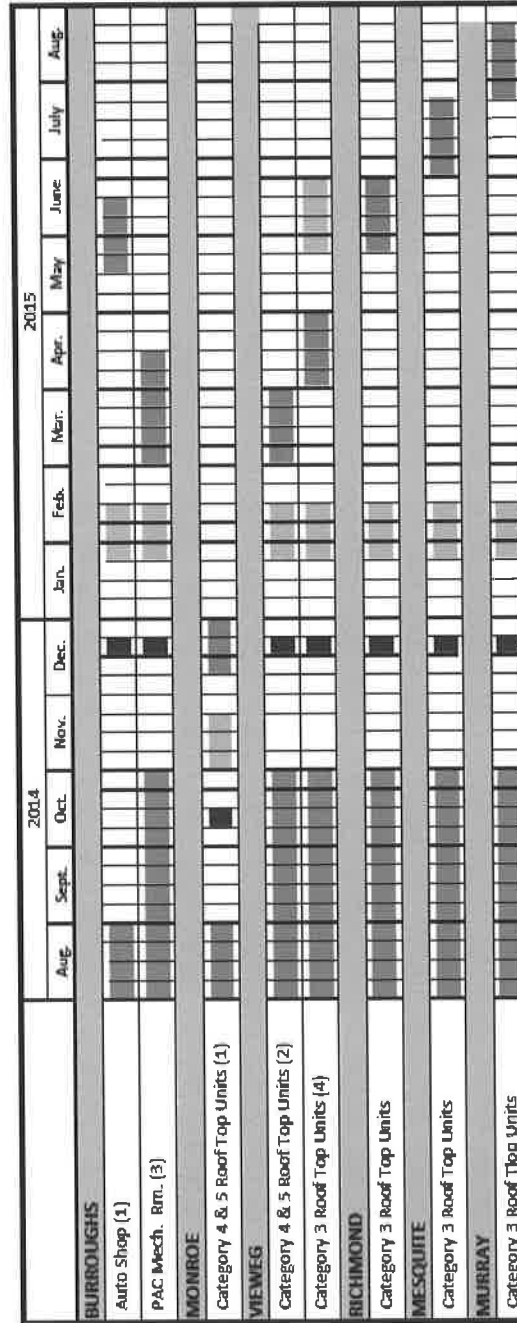
HVAC REMEDIATION

PROJECT BUDGET

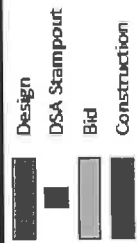
SUMMARY OF HVAC REMEDIATION PROJECTS (R.O.M. COSTS)				
Item	Funding Source		Comment	
	DoD Modernization	HVAC Remediation		
Repair of Category 4 & 5 Siemens Installations				
Monroe		506,000	6 Roof Mounted HVAC units	
Vieweg		169,000	2 Roof Mounted HVAC units	
BHS - Building S	84,000	337,500	1 Roof Mounted HVAC unit & 4 Roof Mounted Evap. Cooling units. (HVAC a part of Modernization Project. Evap. Coolers to be included with, but not part of Modernization)	
Subtotal	84,000	1,012,500		
Repair of Category 3 Siemens Installations				
Mesquite		845,000	10 Roof Mounted HVAC units	
Vieweg		169,000	2 Roof Mounted HVAC units	
Richmond		1,012,500	12 Roof Mounted HVAC units	
Murray		675,000	8 Roof Mounted HVAC units	
BHS - Building A		169,000	2 Roof Mounted HVAC units (To be included with, but not part of, Modernization Project)	
Subtotal		2,870,500		
Repair of BHS - PAC Mechanical Room Installation				
System Boiler/Mezzanine Repair		67,500	Design Error (gas fired boiler in supply air plenum; substandard mezzanine construction)	
Subtotal		67,500		
Replacement of BHS - PAC Air Handlers				
Replace HVAC Air Handlers		125,000	Aging equipment requiring extraordinary maintenance	
Subtotal		125,000		
Repair of BHS Siemens Installations (Closed out DSA Project No's. A 03-107049 & A 03-107287 w/o Certification)				
Building A	183,000	196,000	1 Multi zone system (included with, but not a part of, Modernization Project. 2 Roof Mounted HVAC units)	
Building B		108,000	Included in Modernization Project	
Building C	440,000	-	Included in Modernization Project	
Building D	431,000	-	Included in Modernization Project	
Building F		1,156,000		
Building G		-	Building G previously completed but not closed out. No work anticipated.	
Building L	422,000	-	Included in Modernization Project	
Building M	372,000	-	Included in Modernization Project	
Multi Purpose Building		232,000		
Gymnasium		305,000		
	1,848,000	1,997,000		
Summary				
Sub-total DoD Modernization	2,016,000			
Sub-total Category 3's, 4's & 5's		3,883,000		
Remainder Subtotal		2,189,500		
Total Remediation		6,072,500		
Less Hardship Funding		2,329,800		
Net Cost to District		3,742,700	60% Contribution from State Facilities Hardship Fund (Cat 3's, 4's & 5's)	
Siemens Settlement		7,000,000		
Balance		3,257,300		

SCHEDULE:

Sierra Sands Unified School District
DISTRICT WIDE HVAC REMEDIATION
PROJECTED PROJECTS SCHEDULE
August 12, 2014



LEGEND



NOTES

- (1) The "Danger Zones" have been fenced off to prevent pedestrian traffic in areas of concern.
- (2) The building in question is currently unoccupied and at the far West end of campus.
- (3) This project involves relocation of a boiler and installation of new air handlers.
- (4) Category 3 projects are primarily focused on a fire hazard due to "hard piped" gas connections to the units. These conditions have been addressed by retrofitting with Flex connections (as required by Code).

UPCOMING EVENTS . . .

- No Events Currently Scheduled

10. CONSTRUCTION ADMINISTRATION

10.2 Approval to Enter into Agreement for Architectural and Engineering Services for Murray Middle School

BACKGROUND INFORMATION: In November of 2012, the district received a grant 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 Westberg + White Architects (W+W) to execute design and construction documents for the project. During the course of development of the construction documents, it became evident that the project as designed could not be constructed for the funds available from the DoD funds and the matching funds from the district. Subsequently, in accordance with the established protocol, the district conducted a search to obtain the services of an alternate Architectural and Engineering team to execute the project as Permanent Custom Modular Construction.

CURRENT CONSIDERATION: At the July 17, 2014 board meeting district staff were given approval to enter into negotiations with IBI Group for architectural services. With guidance from counsel, an agreement has been reached with IBI Group upon approval of the board.

FINANCIAL IMPLICATIONS: The amount of the contract is not to exceed \$1,330,000.00, which includes an allowance for reimbursable expenses of \$130,000.00. The district plans to use both the DoD fund sources for 80% of the contract, as well as several fund sources including state matching funds and IKSFA for the remaining 20% to support this contract.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the agreement for Architectural and Engineering Services between IBI Group and the district be approved as negotiated.

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 21st day of August in the year 2014 by and between the SIERRA SANDS UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and IBI GROUP, hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the Murray Middle School Construction Project, hereinafter referred to as "PROJECT," located at 200 Drummond Avenue, Ridgecrest, California in the DISTRICT; and

WHEREAS, ARCHITECT understands that funding from the Department of Defense Program for Construction, Renovation, Repair or Expansion of Public Schools Located on Military Installations ("DOD Program") is a condition precedent to the effectiveness of this AGREEMENT. If DOD Program funding is not received for the PROJECT, this AGREEMENT is voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT's Board; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California; and

WHEREAS, the parties anticipate that the PROJECT's procurement methodology will be partial design-build, including (i) the ARCHITECT providing final designs for various site-related matters, (ii) the primary structures consisting of modular buildings based on ARCHITECT-prepared design development-level designs, (iii) the DSA approving the modular buildings' final designs through the deferred approval process, and (iv) the DISTRICT letting at most ten prime contracts;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants, as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

a. PROJECT Deadlines: ARCHITECT acknowledges that the PROJECT's schedule and timeline is of the essence. In order to secure and maintain funding from the DOD Program, the PROJECT must meet the following deadlines: 1) The PROJECT's design and planning must be completed by May 15, 2015; 2) Construction on the PROJECT must start by July 24, 2015 and 3) All construction on the PROJECT must be completed by November 30, 2016 (collectively, the "DOD Deadlines"). The ARCHITECT's understandings regarding specific aspects of these deadlines is contained in the Scope of Work, attached hereto as Exhibit "C". Further, the DOD Program may establish additional deadlines throughout the course of the PROJECT which shall be incorporated into this AGREEMENT and shall be included as part of the DOD Deadlines as soon as they are established by the DOD Program. ARCHITECT's schedule shall ensure that the DOD Deadlines are incorporated into all schedules for the PROJECT and shall take all reasonable steps consistent with its obligations under this Agreement and its standard of care to ensure the DOD Deadlines are met. Failure to meet the DOD Deadlines may subject the ARCHITECT to liquidated damages, as set forth below.

b. Internal PROJECT reports. In addition to the reporting requirements set forth herein, ARCHITECT shall provide a monthly written report to the DISTRICT summarizing its progress on the PROJECT, the PROJECT's overall process in relation to the PROJECT schedule and the DOD Deadlines, and a summary of the costs incurred.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect ("DSA") for review and approval in a timely manner to permit the PROJECT to meet the DOD Deadline.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the OPSC for state funding, DSA for approvals of plans and specifications, and of the CDE for site approvals and educational requirements that are applicable to a public school project.

6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all reasonable action necessary and consistent with the standard of care as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all

requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT, including the scope of work described in Exhibit "C". The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of drawings and specifications for the site-related portions of the PROJECT other than for the modular buildings, as further described in the Scope of Work ("Construction Documents"). These ARCHITECT-prepared Construction Documents will be included in the contract between the DISTRICT and the prime contractor ("Contractor") awarded at least the site-related portions of the PROJECT, including at least installation of the modular buildings) (the "Contract"), along with the agreement, general and supplementary conditions, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor (all together, including the ARCHITECT-prepared Construction Documents, "Contract Documents"). If the DISTRICT enters into separate prime contracts, those contracts may also be considered a "Contract" under this Agreement, and the items included or incorporated into those Contracts (including without limitation final designs and specifications) shall be the "Contract Documents" for those Contracts.

2. ARCHITECT shall comply with all applicable terms, conditions, requirements and duties set forth by the DOD Program. Specifically, the Grant Agreement between the District and the Department of Defense, which forms the basis of the DISTRICT's funding from DOD Program, is incorporated into this AGREEMENT as Exhibit "A" (the "Grant Agreement"). In addition, the DOD Program creates specific requirements for architectural services and requires all contractors providing architectural services to comply with federal regulations. These regulations and requirements, include, but are not limited to, the Architectural Contract Requirement Checklist attached hereto as Exhibit "B" ("the Federal Checklist"). ARCHITECT shall comply with requirements necessary to ensure the PROJECT retains DOD Program funding and will provide all services necessary to ensure the PROJECT, the DISTRICT, and any and all contractors hired by the DISTRICT comply with all applicable federal regulations and DOD Program requirements including, but not limited to, those requirements as set forth in this AGREEMENT, the Grant Agreement, the Federal Checklist, and as established by any federal agency claiming jurisdiction over the PROJECT or the DOD Program.

3. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, California Department of Education ("CDE"), the Office of Public School Construction ("OPSC"), State Water Resources Control

Board (SWRCB), and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals. ARCHITECT shall also ensure the ARCHITECT-prepared portions of PROJECT designs comply with the Department of Defense's Minimum Antiterrorism Standards for Buildings as set forth in the Unified Facilities Criteria (UFC), as applicable. When required, ARCHITECT shall explain how its services ensure compliance with any and all antiterrorism requirements including the threat force protection setbacks required by UFC 4-022-01 which requires, among other things, maximizing standoff distance, preventing building collapse, minimizing hazardous flying debris, and limiting airborne contamination. ARCHITECT shall initiate whatever steps necessary to ensure the Architect-prepared portions of the PROJECT designs complies with any regulations, criteria, or other requirements related to threat force protection or antiterrorist standards as created or dictated by the Department of Defense.

4. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

5. The ARCHITECT shall provide a written PROJECT description which includes the DISTRICT's needs, Program, and any and all environmental, utility, regulatory or other requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

6. The ARCHITECT shall assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

7. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements under Education Code section 17251 and under Title 5 California Code of Regulations, Section 14000, et seq.

8. [Reserved]

9. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development. Further, ARCHITECT shall meet with the DISTRICT in person on a Bi-weekly basis to discuss the status of the PROJECT, the progress of ARCHITECT's services, the overall design of the PROJECT, and address DISTRICT questions or concerns. The Bi-weekly meetings will include, but are not limited to, discussions of the contents of the plans, specifications, and additive alternatives. The overall purpose of these Bi-weekly meetings is to ensure the development of the PROJECT is a collaborative effort between the DISTRICT and the ARCHITECT. At each Bi-weekly meeting, the ARCHITECT and the DISTRICT shall discuss all issues and questions brought by the DISTRICT including, but not limited to Budget, Scope, Program and Schedule, the issues listed on the attached Bi-Weekly

Meeting Checklist, attached as Exhibit “B”. Representatives from the DISTRICT and the ARCHITECT will sign off on each item listed on the Bi-Weekly Meeting Checklist. If either the ARCHITECT or the DISTRICT fail to sign the Bi-Weekly Meeting Checklist, the parties shall meet immediately on the PROJECT’s site to address the issue. These Bi-weekly meetings shall commence as soon as this AGREEMENT is executed and shall continue up until the Construction Phase of the PROJECT, as set forth below. During the Construction Phase, ARCHITECT shall be present on the PROJECT site as required below.

10. The ARCHITECT shall make revisions at no additional charge to the District in Drawings, Specifications, the Project Manual, or other documents when such revisions are necessary due to the ARCHITECT’s failure to comply with approvals or instructions previously given by the DISTRICT, except for any revisions made necessary by adjustments in the DISTRICT’s Program or Budget as defined in Article IV.

11. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

12. [RESERVED]

13. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.

14. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the DISTRICT’s criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

15. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will direct contractors to provide the DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials (“ACBM’s”). ARCHITECT shall include statements in the PROJECT’s specifications that materials containing ACBM’s shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT’s specifications that indicate the above certification shall be part of the Contractor’s final PROJECT submittal to the DISTRICT.

16. The ARCHITECT shall consider operating or maintenance costs when recommending or selecting systems for the DISTRICT. The ARCHITECT shall utilize grants

and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources identified by the DISTRICT.

17. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

18. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.

19. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT including, but not limited to all laws and regulations mentioned in the Grant Agreement and the Federal Checklist. In accordance with the DOD Program, ARCHITECT shall ensure that the ARCHITECT's services comply with all provisions of the Uniform Administration Requirements for Grants and Cooperatives Agreements to State and Local Governments ("UAR"), the National Environmental Policy Act; and the National Historic Preservation Act.

20. The ARCHITECT shall have access to the work at all times.

21. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff will require the written approval of the DISTRICT.

22. Schematic Design Phase

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. The ARCHITECT shall not provide a design for the PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT.

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

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

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

f. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall investigate, visually verify and document all existing conditions or facilities that would affect the site and its structures, and shall additionally visually verify any drawings of such conditions or facilities. If more than visual verification is required, ARCHITECT shall recommend further actions, including that DISTRICT hire more specialized investigators.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

23. Design Development Phase (Preliminary Plans and Specifications)

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, details of major elements of the work, selection of finishes and materials to be used in the project and other any other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT, including modular buildings, as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate, and as further described in the Scope of Work Description. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, the CDE, DSA, the County Health Department the City of Ridgecrest, the Navy Facilities Command Southwest Division and the local fire marshal/department.

b. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT. If ARCHITECT does not keep the PROJECT within Budget for any reason, ARCHITECT shall modify its documents to permit the PROJECT to remain within Budget at no additional cost to the DISTRICT. ARCHITECT shall ensure all of its services remain in compliance with all terms and conditions set forth herein in the event any revision or modification is necessary to keep the PROJECT within budget.

24. Construction Document Phase (Final Plans and Specifications)

a. Upon approval by the DISTRICT of the Design Development services set forth above, the ARCHITECT shall prepare Construction Documents (other than for the modular buildings) based on those Design Development documents and based on the Program that has been approved by the DISTRICT. The ARCHITECT shall prepare its Construction Documents (in AutoCAD) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT (excluding modular buildings) in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the OPSC, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The ARCHITECT's Construction Documents shall show all the work to be done, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT (other than the modular buildings), including utility hookups, fire alarms, exterior low-voltage electrical, and as otherwise described in the Scope of Work Description. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

- (1) ARCHITECT shall provide a color schedule and board of all materials for the PROJECT for the DISTRICT's review and written approval.

b. The ARCHITECT shall prepare and (following receipt of required DISTRICT signatures) file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, the Department of Defense, and United States Navy and any other governmental agencies or authorities which have jurisdiction over the PROJECT. ARCHITECT shall make itself available to meet with any agency having jurisdiction over the PROJECT to discuss the progress of the PROJECT and compliance with federal regulations. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the applicable costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

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

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

- (1) Provide the DISTRICT with five (5) complete sets of operation manuals; documents shall be provided in hard copy and in electronic format.

- (2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors; and

- (3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("Record Documents"). All record documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

e. The ARCHITECT shall assist the PROJECT's Construction Manager ("CM") and DISTRICT with preparation of proposals to help immediately address any additional costs as a result of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements including

proposed alternatives, alternations and other options to reduce costs to ensure the PROJECT remains within budget.

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT's professional services, ARCHITECT shall have coordinated the drawings on the PROJECT.

h. If the estimated PROJECT Construction Cost at any time exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless the DISTRICT authorizes a modification through written notification approved by the DISTRICT Board.

25. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT and CM in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall assist the DISTRICT and CM in preparing all the necessary bidding information required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's agreement form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor (and, if applicable, the Contract(s) with the modular manufacturers) and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall use reasonable efforts to assure that all Addendums are submitted to and approved by DSA prior to award of the applicable portion of the PROJECT.

c. The ARCHITECT shall deposit an electronic reproducible set of Construction Documents including, but not limited to, all drawings, specifications and bulletins or Addendums for the PROJECT at a reprographics company specified by the

DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT.

d. The ARCHITECT shall make subsequent revisions to ARCHITECT-prepared drawings, specifications, and other DSA approved ARCHITECT-prepared Construction Documents that result from the approval of any substitution request, RFI, or submittal. All such revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall use reasonable efforts to assure that all such revisions are submitted to and approved by DSA prior to installation of the applicable portion of the PROJECT.

e. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI. In the event any modification is necessary to get the PROJECT cost within the Budget, ARCHITECT shall be solely responsible for all associated costs

26. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

(1) Contract Information Form DSA-102IC.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall provide general direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall recommend the engagement by the DISTRICT of the Laboratory of Record as required by applicable law and the engagement of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate

amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT.

d. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors during regularly scheduled on site construction meetings throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

e. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA (via the DSA Box), the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work;
- (2) Foundation;
- (3) Vertical Framing;
- (4) Horizontal Framing;
- (5) Appurtenances;
- (6) Non-Building Site Structures;
- (7) Finish Site Work;
- (8) Other Work; or
- (9) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction (via the DSA Box) and prior to the Project Inspector's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to such engineers.

f. The ARCHITECT shall be responsible for reviewing and monitoring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents, to the extent permitted by the Contract.

g. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract. Without limiting the foregoing, the ARCHITECT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work or

services of any Contractor or subcontractor (including without limitation any modular manufacturer) nor shall the ARCHITECT be responsible for the failure of any Contractor (including without limitation any modular manufacturer) to perform its work and services in accordance with the requirements of the applicable Contract. The ARCHITECT shall not be responsible for acts or omissions of any Contractor or subcontractor (including without limitation any modular manufacturer), Construction Manager or DISTRICT consultant.

h. The ARCHITECT shall provide general administration of the ARCHITECT-prepared Construction Documents including, but not limited to, the following:

(1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than bi-weekly or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents) in order to:

i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis as follows:

- a) On-site: Bi-weekly
- b) Via Teleconference: Bi-weekly (alternate weeks)

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Assisting CM with preparation of Immediate Change Directives as directed by the DISTRICT;

(8) Assisting CM with preparation of change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(12) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(13) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

i. The ARCHITECT shall, as further specified in the Scope of Work description, visit the manufacturing facility of each California-based modular manufacturer, to determine in general if the manufacturer's work is being performed in a manner indicating that that work, when fully completed, will be in accordance with the

ARCHITECT-prepared Design Development items (Preliminary Plans and Specifications) applicable to the manufacturer. Visits to the Modular Building Manufacturers' facilities shall be in lieu of one site bi-weekly meeting per visit.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

l. The ARCHITECT shall be the interpreter of the requirements of the ARCHITECT-prepared Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the AGREEMENT.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

p. Regardless of the DISTRICT's procurement methodology, the ARCHITECT shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms

of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date (except as otherwise provided herein), and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall use reasonable efforts to assure that all deferred approval submittals are resolved and approved by DSA prior to fabrication or installation of the applicable portion of the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 141) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented through an alternative CCD form or other document approved by the DISTRICT.

u. The ARCHITECT shall assist with the preparation and issue Immediate Change Directives ("ICD") to the CM for distribution to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders for the DISTRICT's approval. The ARCHITECT shall assist with the preparation and issue Change Orders to the CM for DISTRICT approval and distribution to the Contractor. Each change order shall identify: (1) the description of

the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall assist the CM with the preparation of change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. The ARCHITECT shall visit the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

x. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT with written notification of such defects, errors, or deficiencies.

y. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.

z. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

aa. The ARCHITECT shall obtain the DISTRICT's approval of all CCD immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change.

bb. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

cc. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall visit the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; and (4) the PROJECT is fit for occupancy and its intended use.

dd. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a

signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

ee. The ARCHITECT and its consultants shall verify that any Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, that has issued a Notice of Deviation or similar notice identifying any defective, deficient, or incomplete work, has confirmed that the work is fully corrected and closed, before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that any such Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, has not confirmed that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

27. Project Close-Out

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor to confirm the record drawings and specifications include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT, to the extent permitted therein.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review

prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall work with the Project Inspectors to confirm that the following four documents have been submitted to DSA:

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

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

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT, CM and Project Inspectors in securing the delivery of the following documents to DSA:

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.

- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.
- (9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
- (10) Verification by the Project Inspector that all items noted on any “Field Trip Notes” have been corrected.

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

During Project Close Out, ARCHITECT shall ensure that at least one ARCHITECT employee with decision making authority is available to the DISTRICT and can be contacted via telephone to discuss and address any issue that may arise on the PROJECT during the Close Out process. If necessary, the DISTRICT may ask the ARCHITECT employee to appear in person at the site to complete the ARCHITECT’s close out services..

28. Reporting Requirements

ARCHITECT shall comply with all reporting requirements and assist the DISTRICT, as well as its consultants and contractors, to ensure the PROJECT complies with all applicable federal reporting requirements before and after the PROJECT is complete, including, but not limited to, the Federal Funding Accountability and Transparency Act. ARCHITECT shall assist the DISTRICT in the preparation of the performance reports required under section 2(K) of the Grant Agreement and the audit requirements as set forth in OMB Circular A-133 and described in Section 2(M) of the Grant Agreement. ARCHITECT shall make its records available for any audit or review by any agency with jurisdiction over the PROJECT and/or the DOD Program. ARCHITECT shall include its nine-digit Data Universal Numbering System (DUNS) number on all reporting documents, when required, and ensure it is fully authorized to comply with any and all reporting requirements necessary to maintain funding for the PROJECT, including the requirements for registration in the System for Award Management (SAM) as set forth in the Grant Agreement.

ARTICLE III - ADDITIONAL ARCHITECT’S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT’s control (“Additional Services”). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any

Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents;
- b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;
- c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;
- d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;
- e. If the DISTRICT requests the PROJECT be let on a segregated basis to more than 10 Prime Contractors after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;
- f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT.
- g. Services of any consultant discipline sought by the District in writing not identified in Article XII, Section 1 and
- h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

3. ARCHITECT acknowledges and understands that the PROJECT subject to the Buy American Act (41 U.S.C.A. 8301 et seq.) ARCHITECT shall ensure compliance with the Buy American Act by incorporating into its services all products and materials that comply with the requirements of the Buy American Act. ARCHITECT's Construction Budget shall incorporate any additional cost to ensure materials compliant with the Buy American Act are used in the PROJECT and shall assist the DISTRICT to implement procedures to ensure, and confirm, compliance with the Buy American Act.

4. ARCHITECT shall incorporate environmentally friendly features and energy efficiency considerations into its services for the PROJECT. ARCHITECT's services shall specifically address the unique environmental issues related to the PROJECT caused by the DISTRICT's geographic location including, but not limited to, the energy and heat issues created by the high desert environment of Ridgecrest, California and issues caused by wind driven sand and dust common throughout the PROJECT's area. Upon request from the DISTRICT, ARCHITECT shall provide a written report explaining how its services include and incorporate environmental, energy, and green building elements, including, if feasible, 1) insulation for roofs, building envelopes, glazing systems and foundations; 2) use of recycled products; 3) erosion control measures; 4) heat reduction measures; 5) maximizing natural lighting throughout the Project; 6) water efficiency; and 7) installation and use of energy efficient systems.

5. ARCHITECT shall ensure its services comply with all applicable federal and state environmental regulations as well as any existing environmental requirements imposed on the PROJECT by or through the DOD Program at no additional cost. The ARCHITECT may receive Additional Services compensation for modifications to prior deliverables and additional services required by new environmental requirements.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

3. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

4. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

5. The DISTRICT shall provide a boundary, utility and topographical survey, updates to previously provided geotechnical reports, and other reasonably required information regarding the PROJECT site, to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, and Construction Document Phases, Construction Cost ("Construction Cost") shall be determined against the DISTRICT's budget for the PROJECT. This shall be the APPROVED BUDGET. The DISTRICT and the ARCHITECT acknowledge that the total budget for the PROJECT, as determined by the DOD Program, is Thirty Nine Million Five Hundred Forty Seven Thousand Eight Hundred Thirty Eight Dollars (\$39,547,838.00) (the "TOTAL PROJECT BUDGET"). ARCHITECT shall assist the DISTRICT in ensuring that the total PROJECT costs do not rise above the TOTAL PROJECT BUDGET.

2. [RESERVED]

3. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 3, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

4. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

5. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

6. Any APPROVED BUDGET or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

7. If the lowest bid received exceeds the APPROVED BUDGET:

a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;

d. The DISTRICT may request the ARCHITECT prepare deductive change packages that will bring the PROJECT within the APPROVED BUDGET and, if the lowest bid received exceeds the APPROVED BUDGET by more than ten (10) percent, ARCHITECT will prepare such packages at no additional cost; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost and, if the lowest bid received exceeds the APPROVED BUDGET by more than ten (10) percent, ARCHITECT will do so at no additional cost.

8. If the DISTRICT chooses to proceed under Article V, Section 7(e), the ARCHITECT, without additional charge if the lowest bid received exceeds the APPROVED BUDGET by more than ten (10) percent, agrees to redesign the PROJECT until the PROJECT is brought within the APPROVED BUDGET set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT. Any redesign if the lowest bid received does not exceed the APPROVED BUDGET by more than ten (10) percent will be compensated as Additional Services.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Detailed Construction Cost Estimates shall be prepared by the Construction Manager.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

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

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but

not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents for any project other than an addition, alignment, or other development on the PROJECT site, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days' written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the ARCHITECT, and the PARTY's failure to cure the default within that fourteen (14) day period, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

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

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

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. IN ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be

given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

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

6. **LIQUIDATED DAMAGES.** As established herein, the DOD Program requires construction to be completed by September 30, 2016 (the "Project Deadline") or the DISTRICT's DOD Program funding will be in jeopardy. Thus, DISTRICT shall be damaged in the event ARCHITECT does not provide the services necessary to meet the DOD Deadlines and specifically the Project Deadline. It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the ARCHITECT will pay the DISTRICT the sum of **Five Hundred Dollars (\$500) per calendar day** for each and every day of that ARCHITECT's violation of the standard of care is the sole cause of delay that causes the PROJECT to be delayed beyond the Project Deadline, as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the ARCHITECT further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the ARCHITECT under the AGREEMENT. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the PROJECT documents.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

DISTRICT agrees to pay ARCHITECT for all the services set forth in this AGREEMENT on an hourly basis for a total cost NOT TO EXCEED **One Million Two Hundred Thousand Dollars (\$1,200,000)** exclusive of reimbursable expenses, for all services performed and expenses incurred pursuant to this Agreement ("TOTAL FEE").

Reimbursable Allowance NOT TO EXCEED: **One Hundred Thirty Thousand Dollars (\$130,000.00)**

Reimbursable Expenses shall be billed to the DISTRICT at 100% of ARCHITECT'S Direct Costs

Payment to the ARCHITECT will be made as set forth before following the successful completion of each phase:

Schematic Design:	10% of the TOTAL FEE
Design Development:	15% of the TOTAL FEE
Construction Documents:	42% of the TOTAL FEE
D.S.A. Approval:	5% of the TOTAL FEE
Bidding Phase:	3% of the TOTAL FEE
Construction Admin:	20% of the TOTAL FEE
Project Close Out RECORDATION OF NOTICE OF COMPLETION	2.5% of the TOTAL FEE
Approval by DOD and all federal agencies	2.5% of the TOTAL FEE

When any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed.

To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board.

Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT beyond the limits described above shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE XI - REIMBURSABLE EXPENSES

The Reimbursable Allowance amount set forth in Article X is reimbursement for all costs, incurred by ARCHITECT for the PROJECT, including pre-approved in writing travel, lodging and meals. ARCHITECT shall not be entitled to additional compensation beyond the Reimbursable Allowance unless there are unusual and unanticipated circumstances or Additional

Services, and only when approved in writing by DISTRICT, in advance of such services being provided.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects;; structural, mechanical, electrical and civil engineers; any other specialties identified in the Statement of Work; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services (other than consultants *not* identified or referenced in the prior sentence) shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECT under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction

administrator is not at the site.

ARTICLE XIII – MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during Schematic Design, Design Development and Construction Document phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

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

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

c. Professional Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the

ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

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

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

b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to

maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced on account of any other projects of the ARCHITECT

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

including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

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

DISTRICT:

ARCHITECT:

Sierra Sands Unified School District	IBI Group
113 W Felspar Avenue	18401 Von Karman Avenue, Suite 110
Ridgecrest, CA 93555	Irvine, CA 92612
Attn: Christina Giraldo _____	Attn: Barbara Helton, AIA, LEED AP
Telephone: 760 499 1604	Telephone: (949) 833 5588
Facsimile:	Facsimile: (949) 833 5511

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all school sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. During the entire term of this AGREEMENT, the ARCHITECT, if applicable, shall fully comply with the provision of Education Code section 45125.1 (Fingerprint Requirements) when it is determined that the ARCHITECT will have contact with the DISTRICT's pupils while performing any services under this AGREEMENT.

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

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

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

13. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

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

15. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

16. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

17. In accordance with Education Code section 17604, this AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

18. ARCHITECT shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with students within the DISTRICT. The ARCHITECT shall also ensure that its consultants on the PROJECT also comply with the requirements of Section 45125.1.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ARCHITECT:

DISTRICT:

IBI Group

Sierra Sands Unified School District

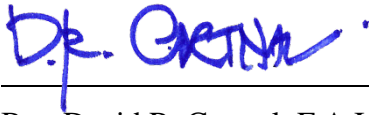


By: Alistair Baillie

Its: Operating Director

By: _____

Its: _____



By: David R. Carnal, F.A.I.A. C-6564

Its: Director



By: Barbara Helton, A.I.A. LEED A.P.

Its: Assoc. Director

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

Stephen M. McLoughlin, Esq.

Attorneys for Sierra Sands Unified School District

EXHIBIT “A”

GRANT AGREEMENT BETWEEN DISTRICT AND DEPARTMENT OF DEFENSE

EXHIBIT “B”

THE FEDERAL CHECKLIST

Bi-Weekly Meeting Checklist

Pursuant to Article II, Section 2 of the Agreement, the ARCHITECT and the DISTRICT shall meet on a bi-weekly basis to discuss the progress of the PROJECT. During these bi-weekly meetings, the Parties shall discuss each of the listed items below (the “Items”). The topics to be discussed at the bi-weekly meetings are expressly not limited to the Items as the DISTRICT may bring up any issue, question, or point of clarification as it deems necessary. The Parties shall initial each Item if the Party believes the Item was adequately addressed at the meeting. If any issue relating to any Item is not discussed, or if an issue is unresolved after the Parties’ discussion, either Party may refrain from initialing the Item at which time, the Parties shall immediately schedule a separate meeting to discuss the Item in more detail. If an additional meeting is required, the DISTRICT may require any member of the ARCHITECT’s team to attend the meeting to address the remaining issues.

Date of Meeting: _____

Item	Issue Description	DISTRICT initial	ARCHITECT initial
1	Review of the Project’s Plans		
2	Review of the Project’s Specifications		
3	Review of Architect’s plan for the next month		
4	Review of potential alternatives		
5	Review of Project’s Budget		
6	Review of Project schedule		
7	Review of District concerns regarding the issues that may develop as a result of the Project’s surrounding environment		
8	Review of any issues that the Architect believes may delay or disrupt the Project		
9	Discussion of Project’s environmentally friendly features		

10	Discussion of Project's and energy efficiency considerations		
11	Review of any District suggestions		
12	Answer all District questions		

The DISTRICT contends that the following issues / Items must be addressed through an additional meeting:

or

The District confirms that all Items were adequately addressed at this meeting

Signature of DISTRICT representative

The ARCHITECT contends that the following issues / Items must be addressed through an additional meeting:

or

The ARCHITECT confirms that all Items were adequately addressed at this meeting

Signature of ARCHITECT representative

EXHIBIT C

SCOPE OF WORK DESCRIPTION

Exhibit C

Scope of Work Description

PROJECT DESCRIPTION:

The Project is generally as described in SSUSD RFP 363-001.

This project does not include the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000.

Project Schedule:

Regarding the DOD Deadlines the following actions constitute completion:

1. Design complete: DSA approval of ARCHITECT'S Drawings and Specifications not including Deferred Approval of Modular Building Manufacturers' Drawings.
2. Start of Construction: DISTRICT Issuance of Notice to Proceed to "First" Contactor.
3. Construction Complete: Beneficial Occupancy (as defined/described by D.O.D.).

Project Delivery:

CM Multi-Prime, Utilizing up to ten prime contracts generally described as major trade and modular building manufacturers as follows:

1. General Construction: Misc on-site and off-site improvements.
2. Modular Manufacturer A: Classroom/Teaching station modular buildings and other "standard" modular buildings, Information/Media Center
3. Modular Manufacturer B: Gymnasium and MPR.
4. Grading and Drainage
5. Underground Utilities (wet & dry)
6. Site electrical and low voltage
7. Landscape and Irrigation
8. Site Paving and misc improvements.
9. TBD
10. TBD

DISTRICT will contract with the Construction Manager and the multi-prime contractors directly.

DISTRICT has/will contract directly with the Program Manager and Blast/Threat Analysis consultant.

DSA review/approval:

DISTRICT has initiated contact with DSA-LA and has obtained agreement in principal from DSA-LA on the following review approval process:

1. DSA will provide initial pre-submittal review of Schematic Design Drawings including site and building layouts.
 - a. DSA has agreed to identify and maintain plan reviewers (SSS/FLS and ACS) assigned to the project.
2. DSA will review and approve 100% Design Development level documents of the modular buildings and 100% Construction Documents for the site development portion of the project, both of which are prepared by ARCHITECT and submitted as one submittal to DSA.

- a. Modular Building DD level documents MAY include the following (final list to be determined at the DSA pre-submittal review and by need to convey design intent):
 - i. Initial Overall Site Plan indicating FLS and ACS requirements to convey building code requirements for setbacks, building separation, Local Fire Authority sign-off, ACS path of travel and locations of specific accessible elements without "detail". Element detail to be provided with Site Improvement Construction Document package indicated below for review and approval, etc.
 - ii. Building code analysis and requirements.
 - iii. Floor plan for each building type.
 - iv. Reflected Ceiling plan for each building type.
 - v. Roof plan for each building type.
 - vi. Exterior elevations for each building type or group.
 - vii. Sections for each building type.
 - viii. Interior elevations for each building type.
 - ix. Door, window, signage and finish schedules
 - x. Details as required.
 - xi. Structural requirements.
 - xii. Plumbing requirements.
 - xiii. Fire sprinkler requirements.
 - xiv. Mechanical requirements.
 - xv. Electrical requirements (power, lighting, low voltage, Fire Alarm).
 - xvi. Specifications.
3. The DSA approved drawings will constitute the Bidding and Construction Documents for the Modular Buildings and the Site Improvement scope of work.
4. DSA will review and approve drawings prepared by modular building manufacturer(s) following the DSA Deferred Approval process.

Assumptions/Exclusions:

Assumptions:

1. Off-Site Civil Engineering Drawings and Specifications prepared by N.A. & Associates, Inc. under a previous contract will not require modification or additional compensation in order to be included in the Construction Documents provided by ARCHITECT.
2. Food Service Drawings and Specifications prepared by DMH Food Service Design Consultants under a previous contract will not require modification or additional compensation in order to be included in the Construction Documents provided by ARCHITECT.
3. Fire Suppression Consultant services will be limited to providing design criteria for use in obtaining bids from Modular Building Manufacturers (Design Build delivery);

Exclusions:

The following services are not included in the ARCHITECT'S Basic Services. Should these services be required or requested they will be provided as an Additional Service

1. Construction Manager shall be responsible for preparing all detailed cost estimates.
2. Construction Manager shall be responsible for distribution of all bidding and construction documents.
3. Construction Manager shall be responsible for facilitating all construction meetings, maintaining agenda, minutes and logs associated with those meetings.
4. DISTRICT shall be responsible for all printing costs except printing required by ARCHITECT for coordination of ARCHITECT provided documents.
5. DISTRICT shall be responsible for all required Federal reporting.

SCOPE OF SERVICES:

Schematic Design

Activities:

Facilitate review meetings including:

- Program
- Total Project Budget
- Threat Protection Analysis Review
- Approved Budget
- Project Schedule
- Project Prioritization

Conduct visual site analysis

Review Soils investigation

Review Topographic/boundary/utility Survey

Review Utility and Agency requirements

Prepare Overall Site layout

Prepare Conceptual sketches of site improvement details (including athletic facilities, parking, bus drop off, play areas, covered lunch shelters, covered walk ways, etc)

Prepare building interior layouts

Prepare Exterior building concept

Assist DISTRICT with Federal Reporting.

Assist with comparison of Estimate to APPROVED BUDGET

District Review/Participation:

District will participate in on Site Charrettes and in person review meeting(s). DISTRICT shall provide review/approval during those meetings. Approval shall be noted in Record of Conference. (Meeting Documentation)

Deliverables:

Meeting Documentation (Record of Conference)

Results of Review Documentation:

Program, Budget (s), Schedule and Prioritization Reviews

Visual, Soils, Survey Reviews

Utility and Agency Reviews

DSA pre-submittal meeting Record of Conference

DISTRICT approved Schematic Design Documentation (Site plan(s), floor plan(s) exterior elevation(s)).

Design Development

Activities:

Facilitate bi-weekly review meetings. If agreed to by the District, web based or phone based meetings will be facilitated.

Prepare Design Development level drawings and specifications for Modular Buildings Packages (see DSA Review/Approval above)

Prepare Design Development level drawings and specifications for Site Improvements Package (per the Agreement)

Develop finish materials and color schedules and present to DISTRICT.

Recommend materials, equipment, systems, components, etc for inclusion in project specifications.

Prepare Submittal to Agencies Having Jurisdiction; response to review comments until approval.

Prepare Submittal to DSA; response to DSA review comments until DSA approval.

Coordination of documents and QA/QC (concurrent with DSA review).

Participate in review of documents for conformance with Threat Protection Analysis

Assist with comparison of Estimate to APPROVED BUDGET

Assist DISTRICT with Federal Reporting.

District Review/Participation:

District will participate in bi-weekly in person review meeting(s). DISTRICT shall provide sequential review/approval during those meetings. Approval shall be noted in Record of Conference. (Meeting Documentation). District review/approval of drawings shall occur concurrently with DSA review.

Deliverables:

Meeting Documentation (Record of Conference)
DSA approved Design Development level drawings and specifications for Modular Buildings (see above)
DISTRICT APPROVED color board.
DSA 103 (T&I sheet) example for modular buildings
Design Development level drawings and specifications for Site Improvements (see above)

Construction Documents (Site Improvement Package)

Activities:

Facilitate bi-weekly review meetings. If agreed to by the District, web based or phone based meetings will be facilitated.
Construction document level drawings and specifications for Site Improvements Package
Submittal to Agencies having Jurisdiction; response to review comments until approval.
Submittal to DSA; response to DSA review comments until DSA approval.
Coordination of documents and QA/QC (concurrent with DSA review).
Assist with comparison of Estimate to APPROVED BUDGET
Assist DISTRICT with Federal Reporting.

District Review/Participation:

District will participate in bi-weekly in person review meeting(s). DISTRICT shall provide sequential review/approval during those meetings. Approval shall be noted in Record of Conference. (Meeting Documentation). District review/approval of drawings shall occur concurrently with DSA review.

Deliverables:

Meeting Documentation (Record of Conference)
DSA approved Construction Document (drawings and specifications) for Site Improvements Package
DSA Approved DSA 103 (T&I sheet)

Bid Phase

It is anticipated that the CM will prepare up to 10 separate bid packages.

Activities:

Assist DISTRICT and CM with preparation of Contractor Agreements and Bidding Documents
Assist DISTRICT and CM with obtaining bids from Modular Building manufacturers and other prime contractors.
Assist DISTRICT and CM with Bid Document distribution to Bidders (methods to be determined).
Respond to Pre-Bid RFI's (request for information)
Prepare addenda or bid bulletins as required.
Assist DISTRICT and CM with distribution of Bulletins and addenda.
Obtain DSA approval of addenda as required.
Attend Pre-Bid conference(s).
Attend Bid opening(s).
Assist with determination of lowest responsible bidder(s).
Assist DISTRICT and CM with Contract Document Preparation.
Assist DISTRICT with Federal Reporting.

District Review/Participation:

DISTRICT will participate in Pre-Bid Conference and Bid opening.
DISTRICT shall provide Reproduction of Bidding documents.

Deliverables:

Delivery of Bidding Documents (including Bid Bulletins and Addenda) to appropriate plan distribution service.
Bidding Bulletins
DSA approved addenda.

DSA Deferred Approval: Modular Building(s) Construction Documents

Activities:

Facilitate bi-weekly review meetings with Modular Building Manufacturer(s). If agreed to by the District, web based or phone based meetings will be facilitated.
Review Construction document level drawings and specifications for Modular Buildings prepared by Modular Building Manufacturer(s) for compliance with design intent and completeness for submittal to DSA (Including DSA 103).
Respond to RFI's (Requests for Information), review submittals, Cost Change Proposals from Modular Building Manufacturer(s).
Assist Modular Building Manufacturer with preparation of Deferred Submittal to DSA.
Submittal to DSA.
Submittal to Agencies Having Jurisdiction.
Assist Modular Building Manufacturer with response to and approval of DSA and AHJ comments as required.
Coordination of documents with Site Improvements Package and QA/QC (concurrent with DSA review).
Assist DISTRICT and CM with review and preparation of Change Orders as required.
Assist DISTRICT and CM with processing of payment application(s).
Assist with comparison of Estimate to APPROVED BUDGET
Assist DISTRICT with Federal Reporting.

District Review/Participation:

District will participate in bi-weekly in person review meeting(s). DISTRICT shall provide sequential review/approval during those meetings. Approval shall be noted in Record of Conference. (Meeting Documentation). District review/approval of drawings shall occur concurrently with DSA review.

Deliverables:

Meeting Documentation (Record of Conference)

Construction Phase

It is anticipated that Construction Contract Administration will involve up to 10 separate Prime Contracts.

Activities:

Submit DSA 102 IC and DSA-5 (In-Plant)
Direct In-Plant Inspector per T24 requirements.
Update required documents in the BOX to ASSIST In Plant Inspector with completion of the Inspection Card per DSA 13-01.
Submit DSA 102 IC's and DSA-5's
Direct Inspector of Record per T24 requirements.
Update required documents in the BOX to ASSIST IOR with completion of the Inspection Card per DSA 13-01 for each prime contract.
Attend bi-weekly on site meetings with Modular Building Manufacturer(s) and Prime Contractors.
Attend bi-weekly teleconference meetings (alternate weeks) with Modular Building Manufacturer(s) and Prime Contractors.
Respond to RFI's (Requests for Information), review submittals, Cost Change Proposals from Modular Building Manufacturer(s).
Visit Fabrication plant as required (in lieu of attendance at on site bi-weekly meeting) to verify compliance with design intent.

Assist Modular Building Manufacturer with preparation of CCD (A)'s for Submittal to DSA.
 Submittal of CCD(A)'s to DSA.
 Submittal of CCD's to Agencies Having Jurisdiction.
 Assist Modular Building Manufacturer with preparation of CCD (B)'s.
 Assist Modular Building Manufacturer with response to and approval of DSA and AHJ comments as required.
 Preparation of Other Prime Contract CCD (A)'s for Submittal to DSA.
 Submittal of Other Prime Contract CCD(A)'s to DSA.
 Submittal of Other Prime Contract CCD's to Agencies Having Jurisdiction.
 Preparation of Other Prime Contract CCD (B)'s.
 Response to and approval of DSA and AHJ comments as required for Other Prime Contracts.
 Prepare ICD's as directed by DISTRICT.
 Review As-built drawings prepared by Modular Building Manufacturer and other Prime Contractors at bi-weekly meetings.
 Assist DISTRICT and CM with preparation of ICD's as directed by DISTRICT.
 Assist DISTRICT and CM with review and preparation of Change Orders as required.
 Assist DISTRICT and CM with processing of payment application(s) including Final Applications for Payment.
 Create Punch List(s) and follow through to resolution
 Assist with comparison of Estimate to APPROVED BUDGET
 Assist DISTRICT with Federal Reporting.

District Review/Participation:

District will participate in weekly in progress meeting(s). DISTRICT shall provide sequential review/approval during those meetings. Approval shall be noted in Record of Conference. (Meeting Documentation).

Deliverables:

Construction Administration documents (CCD's ICD's ASI's Change Orders, etc)
 Written evaluation of Contractor(s)

Close-out (DSA and Federal)

Activities:

Work with IOR(s) to ensure documents in the BOX are up to date to facilitate DSA certification. Please note this is an ongoing activity.
 Assist DISTRICT and CM with preparation of Final Project Budget report.
 Assist with DSA Certification activities.
 Assist DISTRICT with Federal Reporting.

District Review/Participation:

DISTRICT shall provide sequential review/approval during this Phase. Approval shall be noted in Record of Conference.

Deliverables:

NONE.

10. CONSTRUCTION ADMINISTRATION

10.3 Approval to Increase Plan Review Fees to Department of Toxic Substance Control for Murray Middle School

BACKGROUND INFORMATION: In November of 2012, the district received a grant 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. In response to the 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 was submitted to the California Department of Toxic Substance Control (DTSC), as is required by statute. Fees were approved and paid for the initial DTSC review, however, upon their review, DTSC determined that additional soil sampling, testing, and reporting would be required for the project. In that regard, DTSC has provided a Scope of Work document and an outline of potential fees for their further involvement and review of the project.

CURRENT CONSIDERATION: The district had previously initiated a project review with DTSC for Murray Middle School; DTSC's initial review is complete, and their report requires additional soil sampling and testing be conducted on the Murray site. Their proposed additional review fees are not negotiable.

FINANCIAL IMPLICATIONS: The not-to-exceed amount of the DTSC Agreement is \$20,624.00. The district plans to use both the DoD fund sources for 80% of the contract, as well as several fund sources including state matching funds and IKSFA for the remaining 20% to support this contract.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that district staff be authorized to enter a purchase order for additional DTSC fees in support of the Murray Middle School project.

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Agreement Regarding:)	Docket Number HSA-EOA 13/14-110
)	
New Murray Middle School)	
NW Corner E French Drive)	Environmental
And Drummond Avenue)	Oversight Agreement
Site Code Number: 104727-11)	
)	Education Code
Project Proponent:)	Sections 17210, 17210.1, 17213.1
)	
Sierra Sands Unified School District)	
113 West Felspar Avenue,)	
Ridgecrest, CA 93555)	
_____)	

I.
INTRODUCTION

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) enters into this Environmental Oversight 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 Northwest Corner of East French Drive and Drummond Avenue, Ridgecrest, Kern County, California 93555. The Site has no assigned APN number as it's owned by Federal Government. A location map and a 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 Education Code section 17213.1. This section authorizes DTSC to enter into an enforceable agreement with the Proponent to oversee the Proponent's

preparation of a Preliminary Endangerment Assessment (PEA) for the Site and other related activities, if necessary.

1.4 Purpose. The purpose of this Agreement is for the Proponent to perform a PEA under the oversight of DTSC. The definition and requirements of a PEA, for purposes of this Agreement, are those set forth in Education Code sections 17210, 17210.1 and 17213.1. The purpose of this Agreement is also for DTSC to obtain reimbursement from the Proponent for DTSC's oversight costs.

II. BACKGROUND

2.1 Ownership. The Site is owned by Naval Air Weapons Station, China Lake.

2.2 Current Knowledge of the Site. The Proponent submitted an application requesting to enter into this Agreement for DTSC's oversight of the preparation of a PEA for the Site.

2.3 Physical Description. The site is approximately 48-acre property located within the Naval Air Weapons Station, China Lake.

2.4 Site History. Housing units built in the late 1950s and electrical substation are demolished and site is currently undeveloped.

III. AGREEMENT

3.0 **IT IS HEREBY AGREED THAT** DTSC will provide review, oversight and approval of the PEA 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 and 17213.1; 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, 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 Paragraph 3.17 of this Agreement. 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, P.E. Supervising Engineer, Southern California Schools, Brownfields and Environmental Restoration Program is designated by DTSC as its Manager for this Agreement. Mr. Ernie Bell, Superintendent of Schools is designated by the Proponent as its 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:

Shahir Haddad, P.E. Supervising Engineer,
Southern California Schools,
Brownfields and Environmental Restoration Program
ATTN: Aslam Shareef
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

(b) To the Proponent:

Ernie Bell, Superintendent of Schools
Sierra Sands Unified School district
113 W. 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. 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 (a) 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 (b) modify the document as deemed necessary and approve the document as modified. Any modifications, comments or other directives issued pursuant to this Paragraph are incorporated into this Agreement.

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 receipt 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 \$10,312.00 to DTSC. That payment shall be made no later than 10 days after this Agreement is fully executed. If the Proponent's advance payment does not cover all costs payable to DTSC under this Agreement, the Proponent shall pay the additional costs within 30 days of receipt of a billing from DTSC.

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 104727-11) and the Docket Number (Docket Number HSA-EOA 13/14-110) of this Agreement.

Payments shall be sent to:

Department of Toxic Substances Control
Attn: Accounting
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 billings to be submitted to:

Pamela Pence, Program Manager
Sierra Sands Unified School district
113 W. 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 3.18. 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.

3.8.5 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 unit 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. 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 DTSC's Agreement Manager. A decision on the billing dispute will be rendered by the Special Assistant for Cost Recovery and Reimbursement Policy or other DTSC designee.

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 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.

3.11 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 which shall be a qualified environmental assessor as specified in Education Code section 17210(b) with at least three (3) years experience in conducting PEAs. The Proponent shall submit: a) the name and address of the project coordinator; and b) in order to demonstrate the qualifications of an environmental assessor, 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.

3.12 Access. The Proponent shall provide and/or use best efforts to 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. The Proponent shall give its permission, to the extent it has authority to give such permission, to DTSC and its authorized representatives 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.

3.13 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 and 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.

3.14 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.

3.15 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.

3.16 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 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, whichever is later.

3.17 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.

3.18 Termination. Each Party to this Agreement reserves the right unilaterally to terminate this Agreement for any reason. Termination may be accomplished by giving a 30-day advance written notice of the election to terminate this Agreement to the other Party. 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.

3.19 Exhibits. All exhibits identified in and attached to this Agreement are incorporated herein by this reference.

3.20 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.

3.21 Proponent Liabilities. The terms and conditions of this Agreement constitute requirements issued or adopted by DTSC for purposes of Health and Safety Code section 25187. Nothing in this Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of the Proponent's past, current, or future operations. The Proponent shall not be deemed to be an operator of the Site under State or federal law solely by reason of conducting the PEA subject to DTSC oversight in compliance with this Agreement.

3.22 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.

3.23 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.

3.24 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.

3.25 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.

3.26 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

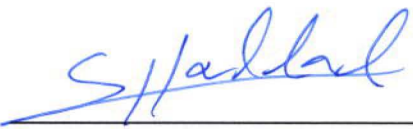
3.27 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.

3.28 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.

3.29 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

3.30 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.

3.31 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.

 Date: 7.15.14
Shahir Haddad, P.E., Supervising Engineer,
Southern California Schools Brownfields and Environmental Restoration Program
Department of Toxic Substances Control

 Date: 7/8/14
Ernest M. Bell, Superintendent of Schools
Sierra Sands Unified School District

EXHIBITS

A - SITE LOCATION MAP

B - SITE DIAGRAM

C - SCOPE OF WORK

D - PROJECT SCHEDULE

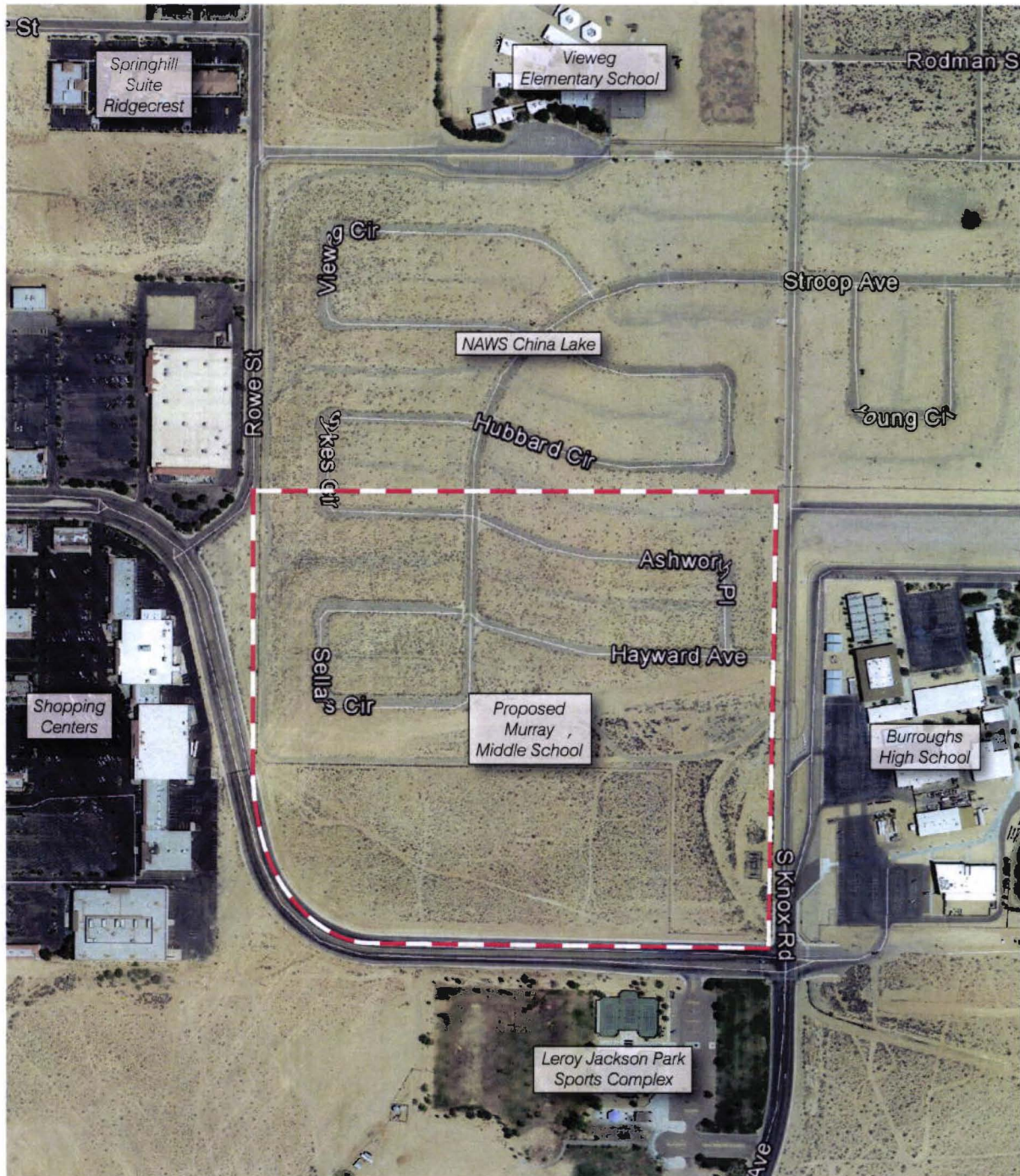
**E - GUIDELINES FOR SUBMITTING DOCUMENTS IN ADOBE PORTABLE
DOCUMENT FORMAT**

F - COST ESTIMATE

EXHIBIT A

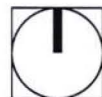
SITE LOCATION MAP

Figure 2
Aerial Photograph



--- Middle School Boundary

0 500
Scale (Feet)



Source: Google Earth Pro 2013

Phase I Environmental Site Assessment
Proposed Murray Middle School

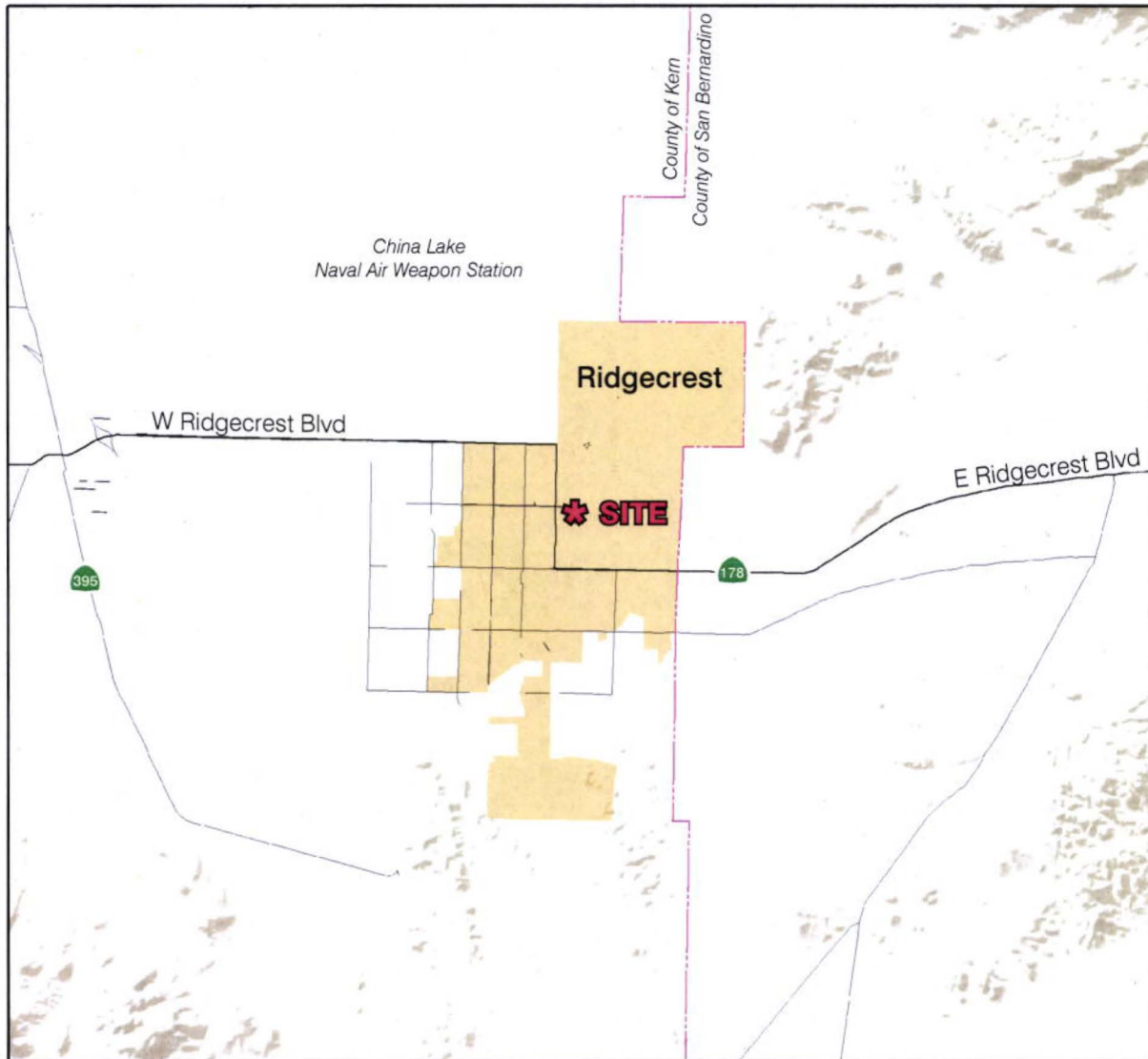
The Planning Center | DC&E • December 2013

SSSD-02.00

EXHIBIT B

SITE DIAGRAM

Figure 1
Site Location



0 3
Scale (Miles)



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) and/or Phase I Addendum 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, potential areas and compounds of concern, proposed sampling strategy and analytical methods, and timeframe for completion of each task. DTSC will provide recommendations, as needed, and request workplans or reports, as appropriate.

TASK 3. Preliminary Endangerment Assessment (PEA)

The Proponent shall conduct a PEA to determine whether a release or threatened release of hazardous materials exists at the Site, or whether naturally occurring hazardous materials are present, which pose a threat to children's health, children's learning abilities, public health or the environment. The PEA shall be conducted in accordance with the DTSC guidance manual for evaluating hazardous substance release sites, titled: "Preliminary Endangerment Assessment Guidance Manual," State of California, Environmental Protection Agency, Department of Toxic Substances Control (January 1994; revised June 1999).

Documents or activities which will be required as part of the PEA include:

- 3.1 PEA Workplan: The PEA Workplan shall include a sampling plan designed to determine the presence of contamination or naturally occurring hazardous materials at the Site, and, if present, the type and extent of the materials or contamination; a Health and Safety (HAS) Plan addressing health and safety issues and safe work practices (as described in Task 4); a Quality Assurance/Quality Control (QA/QC) Plan to produce data of known quality (as described in Task 5); and implementation schedule. DTSC will review and comment or approve the PEA Work Plan.
- 3.2 PEA Fieldwork Notice: The Proponent shall provide a PEA Fieldwork Notice to residents in the immediate area of the proposed school Site, utilizing a format developed by DTSC, prior to the commencement of PEA fieldwork pursuant to Education Code section 17210.1(b).
- 3.3 Implementation of Approved PEA Workplan: The Proponent shall begin implementation of the approved PEA Workplan in accordance with the approved implementation schedule. DTSC shall provide oversight and approval of PEA Workplan implementation, as appropriate.
- 3.4 Draft PEA Report: The draft PEA Report shall document whether a release has occurred or a threatened release exists, or whether naturally occurring hazardous materials are present, the threat the Site poses to children's health, children's learning abilities, public health and the environment, and whether further action is necessary. DTSC will review the draft PEA Report and provide written comments to the Proponent. The Proponent shall revise the PEA Report accordingly.
- 3.5 PEA Public Review Requirements: The Proponent shall comply with the public review requirements set forth in Education Code section 17213.1(a)(6) for the draft PEA Report. Comments pertaining to the draft PEA Report shall be submitted to DTSC within 14 days of the close of the required public review period and public hearing. The Proponent shall incorporate public comments received, as applicable, and finalize the PEA Report.
- 3.6 Final PEA Report: After consideration of all comments received on the PEA Report, DTSC will approve or disapprove the final PEA Report.

TASK 4. 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 5. 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 3.16, Preservation of Documentation, of this Agreement.

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 PEA Workplan	Within 30 days of Agreement execution
DTSC to review and comment or approve PEA Workplan	Within 30 days of receipt of PEA Workplan
Proponent to mail out PEA Fieldwork Notice to residents nearby the Site	7-14 days prior to commencement of PEA fieldwork
Proponent to implement PEA Workplan	As outlined in PEA Workplan
Proponent to submit PEA Report	As outlined in PEA Workplan
Proponent to hold a public review period and a public hearing for PEA report	In compliance with California Education Code section 17213.1(a)(6)
DTSC to review, comment and approve or disapprove PEA Report	In compliance with California Education Code section 17213.1(a)(6)

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

EOA COST ESTIMATE WORKSHEET

ENVIRONMENTAL OVERSIGHT AGREEMENT

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Project Name: Proposed New Murray Middle School

CalStars Site Code: 104727-11

Title	Agrmnt. Coord.	Project Manager		Supervisor		Toxicology	Geology	Industrial Hygiene	Public Part.	HQ CEQA	Legal	Clerical
Classification	AGPA	HSS	HSE	Supv. HSS I	Supv. HSE I	Staff Toxicologist	EG	Assoc. IH	PPS	AEP	Staff Counsel	OT
TASK:												
Agreement Preparation/Negotiation	4											
- Project Management (EnviroStor, cost recovery, project documentation)												
- Scoping Meeting and Site Visit												
- Review and Comment on Preliminary Endangerment Assessment Workplan or Technical Memorandum												
- Field Work Oversight												
- Review and Comment on Draft PEA Report												
- Review and Approval of Final PEA Report												
			60		4	16	24	0	0	0	0	2
Total No. Hours/Class	4	0	60	0	4	16	24	0	0	0	0	2
Hourly Rate/Class	92	118	174	136	186	161	175	136	111	116	162	68
Cost/Class	368	0	10440	0	744	2576	4200	0	0	2160	0	136
Grand Total Cost	\$20,624											

* Based on Contract Estimation Rates effective 7/1/11 -6/30/12. Hourly rates include indirect labor costs. These rates are revised annually and subject to change.

Acronyms and Abbreviations:

Agrmt. Coord.	Agreement Coordinator	PPS	Public Participation Specialist
Assoc. IH	Associate Industrial Hygienist	Public Part.	Public Participation
EG	Engineering Geologist	OT	Office Technician
HSE	Hazardous Substances Engineer	Supv. HSS I	Supervising Hazardous Substances Scientist I
HSS	Hazardous Substances Scientist	Supv. HSE I	Supervising Hazardous Substances Engineer I
AEP	Associate Environmental Planner		

27-May-14

10. CONSTRUCTION ADMINISTRATION

10.4 Approval to Increase Environmental Consulting Fees to PlaceWorks for Murray Middle School

BACKGROUND INFORMATION: In November of 2012, the district received a grant 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 was submitted to the California Department of Toxic Substance Control (DTSC), as is required by statute. Per its stated scope of services, PlaceWorks completed a Phase I Environmental Site Assessment for the project and submitted it to DTSC for review. Upon their review, DTSC determined that additional soil sampling, testing and reporting would be required for the project. In that regard, DTSC has provided a scope of work document for use by PlaceWorks. The DTSC document requires services not previously in the PlaceWorks agreement.

CURRENT CONSIDERATION: PlaceWorks had previously initiated a project review with DTSC for the Murray Middle School; DTSC initial review is complete, and their report requires additional soil sampling and testing be conducted on the Murray site, to be coordinated and documented by PlaceWorks.

FINANCIAL IMPLICATIONS: The not-to-exceed amount of the PlaceWorks agreement is \$44,245.30. The district plans to use both the DoD fund sources for 80% of the contract, as well as several fund sources including state matching funds and IKSFA for the remaining 20% to support this contract.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that district staff be authorized to enter a purchase order for additional fees to PlaceWorks in support of the Murray Middle School project.



July 23, 2014

Pamela Pierce
Senior Project Manager
Sierra Sands Unified School District
113 W. Felspar Avenue
Ridgecrest, California 93555

Re: Proposal for Preliminary Endangerment Assessment (PEA) for New Murray Middle School; Amendment No. 2 to Project No. SSSD-02.0

Dear Ms. Pierce:

PlaceWorks is pleased to provide this proposal to conduct a Preliminary Endangerment Assessment (PEA) to support the environmental due diligence efforts presently underway for property the Sierra Sands Unified School District (District) proposes to lease from the United States Department of Defense (DOD), specifically the Navy, for the construction and operation of the New Murray Middle School. The District currently operates Murray Middle School at 921 East Inyokern Road in Ridgecrest, California. The existing campus is within the fenced perimeter of the Naval Air Weapons Station, China Lake (NAWSCL). Due to access and security constraints, the District and the Navy are proposing to relocate the existing school facilities outside the fenced area. The proposed site for relocation of the school is still within Navy property; however, it will be accessible via existing public streets. The proposed project will include construction of six permanent structures with a maximum height of 35 feet, ballfields, running track, hard courts, and parking areas. The capacity of the replacement facility would be the same as the existing campus (i.e., about 928 students in grades 6 to 8), although there is an option to expand the capacity to 1,120 students, if required.

It is PlaceWorks' professional opinion that an appropriate level of inquiry has been made into previous activities and uses of the Site in an effort to protect future occupants from significant exposures to hazardous substances and safety hazards as documented in our Phase I ESA report, dated December 27, 2013. The Phase I ESA revealed no evidence of recognized environmental conditions (RECs) in connection with the Site, except for the following:

- Lead Residues in Soil -- Due to the potential use of lead-based paint (LBP) in residential structures that historically occupied the Site, it is possible that elevated concentrations of lead could be present in shallow soil on the northern portion of the Site.
- Pesticide Residues in Soil -- Organochlorine pesticides (OCPs) presumably for termite control in residential structures that historically occupied the northern portion of the Site were detected by others in shallow soil. Although the results of a human health risk-based evaluation concluded that the risks posed by these detected compounds fall within the acceptable range of risk, the number of samples actually collected on the Site for this overall risk evaluation was

somewhat limited, and it remains possible that elevated concentrations of OCPs could be present in shallow soil on the northern portion of the Site. Additionally, arsenic residues may be present in soil due to the historical use of arsenical herbicides prior to 1950. Therefore, it is possible that elevated concentrations of arsenic also may be present in shallow soil on the northern portion of the Site.

Additional RECs, based on a scoping meeting with representatives of the California Department of Toxic Substances Control (DTSC; Cypress, California), include:

- Polychlorinated biphenyls (PCBs) Residues in Soil -- Due to the potential use of transformer oil applied to the ground surface for dust control, it is possible that elevated concentrations of PCBs could be present in shallow soil on the southern portion of the Site.
- Dioxins and furans Residues in Soil -- Due to the potential use of transformer oil applied to the ground surface for dust control, it is possible that elevated concentrations of dioxins and furans could be present in shallow soil on the southern portion of the Site.

The primary purpose for the PEA is to determine if there are any environmental conditions at the Site that would preclude its proposed development for a planned school project. Our proposed scope of work is based on the findings and recommendation of the Phase I ESA report, as well as a scoping meeting with representatives of the DTSC.

Scope of Work

TASK 1 – SOIL SAMPLING AND ANALYSIS PLAN AND FIELD PREPARATION

The following activities will be performed under Task 1:

- Preparation of a Sampling and Analysis Plan for the proposed field investigation and reporting activities.
- Coordinate with NAWSCCL personnel as necessary to secure any approvals/authorization for sampling activities.
- Locate and clear sampling locations in the field (see Figure 1 attached).

TASK 2 – SOIL SAMPLING AND ANALYSIS

Task 2 includes the field activities and laboratory services required to collect and analyze soil samples in support of investigation objectives, as follows:

- Collect and analyze shallow soil samples from northern portion of the Site where residential structures historically were located (to a depth of 2.5 feet bgs) in accordance with the DTSC Interim Guidance – Evaluation of School Sites with Potential Soil Contamination as a Result of Lead from Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers, dated June 9, 2006. For budgeting purposes, and discussions with the DTSC, soil samples will be collected from 24 locations at depths of 0.5 feet

and 2.5 feet bgs. Discrete samples collected at each location from both sampling depths. The samples from each location will be analyzed for lead by USEPA Method 6010B, arsenic by USEPA Method 6020, and pesticides by USEPA Method 8081A.

- Collect and analyze shallow soil samples (to a depth of 2.5 feet bgs) from the southeast corner to assess for possible contamination from an abandoned electrical substation in accordance with the aforementioned guidance. Ten soil samples will be collected and analyzed for polychlorinated biphenyls (PCBs) by USEPA Method 8082.
- Collect and analyze shallow soil samples (to a depth of 2.5 feet bgs) from the southern portion of the Site to assess for possible contamination from transformer oil applied to the ground surface for dust control. Five soil samples will be collected and analyzed for polychlorinated biphenyls (PCBs) by USEPA Method 8082 and dioxins/furans by USEPS Method 8290.

TASK 3 – DOCUMENTATION AND REPORTING

The following activities will be performed under Task 3:

- Following completion of field activities and receipt of the final laboratory reports, field investigation activities and results will be described in PEA report. Labor and expenses associated with the reporting tasks are included in Task 3.
- Analytical results for soil samples will be compared with conservative California Human Health Screening Levels (CHHSLs), USEPA Regional Screening Levels (RSLs), or other appropriate screening thresholds typically used by the DTSC for assessment of new school sites (e.g., lead concentration of 80 mg/kg). Performance of a screening-level health risk assessment (referred to as a human health screening evaluation in the PEA), if warranted, also is included in this scope of work.
- Documentation will include appropriate figures and tabular data summaries, as well as copies of laboratory reports, chain-of-custody forms, and a photo essay as appendices. Conclusions regarding the significance of any identified contamination and the need for remediation will be provided. Up to four (3) hardcopies and three electronic copies (CDs in pdf format) of the report will be provided.
- This task includes project management and administration, including internal coordination, client communication, invoicing, and the provision of periodic status updates, as needed.

Assumptions and Limitations

The following assumptions and limitations have been used to prepare this proposal. If the client wishes to augment the proposed activities or contract for additional services, we would be pleased to revise this proposal accordingly.

- We have assumed that all field work can be performed during normal weekday hours, typically between 7:00 am and 5:00 pm. If weekend work is required, additional surcharges will be incurred.

TABLE 1

COST ESTIMATE FOR PEA IMPLEMENTATION

			Task 1		Task 2		Task 3		Total			
			Sampling and Analysis Plan and Field Preparation	Units	Cost	Soil Sampling and Analysis	Units	Cost		Documentation, Reporting, Agency/District Interactions	Units	Cost
Task Element	Units	Unit Cost										
Burdened Labor Costs												
Senior Scientist IV	hour	180.00	12		2,160.00	6		1,080.00	30		8,640.00	
Associate Scientist	hour	105.00	2		210.00	32		3,360.00	6		4,200.00	
Associate Scientist I	hour	95.00	16		1,520.00	32		3,040.00	32		7,600.00	
Graphics Artist I	hour	80.00	2		160.00			0.00	8		800.00	
Clerical	hour	60.00	2		120.00			0.00	8		600.00	
					\$4,170.00			\$7,480.00			\$21,840.00	
Labor Subtotal												
Subcontractors												
Borings/sampling	bid	8,000.00			0.00	1		8,000.00			0.00	
Mobile Lab	bid	0.00			0.00			0.00			0.00	
Stationary Lab -- Standard TAT												
Sample composited	sample	7.00			0.00	24		168.00			168.00	
VOCs (Method 8260B/5035)	sample	80.00			0.00			0.00			0.00	
Dioxins (Method 8290)	sample	700.00			0.00	10		7,000.00			7,000.00	
OCs (Method 8081)	sample	65.00			0.00	17		1,105.00			1,105.00	
Lead (Method 6010B)	sample	15.00			0.00	56		840.00			840.00	
Arsenic (Method 6020)	sample	20.00			0.00	56		1,120.00			1,120.00	
PCBs (Method 8082)	sample	65.00			0.00	16		1,040.00			1,040.00	
Utility Clearance (borings)	2 hours	840.00			0.00			0.00			0.00	
IDW Pickup/Disposal	drum	700.00			0.00			0.00			0.00	
10% TPC Markup on Subcontractors					0.00			1,927.30			1,927.30	
					\$0.00			\$21,200.30			\$21,200.30	
Subcontractor Subtotal												
Other Direct Costs												
Mileage	trip	110.00	1		110.00	2		220.00			330.00	
Perdiem	day	100.00			0.00	4		400.00			400.00	
Field and sample supplies	day	50.00			0.00	3		150.00			150.00	
Report Production	report	100.00			0.00			0.00	3		300.00	
Misc. (postage, supplies, etc.)	unit	25.00			0.00			0.00	1		25.00	
					\$110.00			\$770.00			\$1,205.00	
Project Total												
											\$44,245.30	

Two additional Dioxin analysis have been budgeted for the the testing of the deep archived samples if required.



- The client is responsible for ensuring that PlaceWorks will have access to the Site Property for soil sampling activities. PlaceWorks will, however, coordinate directly with NAWSCL personnel as necessary to obtain any requisite approvals/authorization. Three days of field work are assumed. If necessary, the scope of the field investigation will be adjusted to ensure that all field work is completed within the three allocated days.
- Laboratory costs for soil samples reflect normal turnaround time.

Cost Estimate

PlaceWorks will provide the services described herein on a time-and-materials basis. A cost estimate for the services described herein is **\$44,245.30**, as summarized in the attached Table 1. You may indicate your acceptance of this proposal by signing and returning a copy of the attached Service Authorization Agreement.

Schedule

Soil sampling, analysis, and documentation and reporting described herein can be scheduled and completed within six to eight weeks from receipt of the signed Service Authorization Agreement.

Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. We look forward to working with Sierra Sands Unified Schools District project team on this important school project. If you have any questions regarding this proposal, please do not hesitate to contact either of the undersigned at 310.670.9221.

Respectfully submitted,
PLACEWORKS

A handwritten signature in black ink, appearing to read "Peter A. Garcia".

Peter A. Garcia
Associate Principal

A handwritten signature in black ink, appearing to read "William C. Hass".

William C. Hass, P.E.
Principal, Environmental Science and Engineering

Attachments:

Figure 1 – Soil Sample Location Map
Table 1 – Cost Estimate

cc: Carl W. Lotzgesell, PlaceWorks
Barbara Heyman, PlaceWorks
SSSD-02.0 Project File



SERVICE AUTHORIZATION

AMENDMENT NO. 2

PROJECT NO.	SSSD-02.0	DATE	August 15, 2014
PROJECT NAME	New Murray Middle School		

AGREEMENT BETWEEN:

CLIENT	Sierra Sands Unified School District	CONSULTANT	PlaceWorks
STREET ADDRESS	113 W. Felspar Avenue	STREET ADDRESS	3 MacArthur Place, Suite 1100
CITY STATE AND ZIP	Ridgecrest, CA 93555	CITY STATE AND ZIP	Santa Ana, CA 92707
CONTACT	Pamela Pence	CONTACT	760.499.5300
Hereinafter referred to as "Client."		Hereinafter referred to as "Consultant."	

This Amendment No. 2 to an existing agreement for services is made and entered into effective as of the date of signature ("Effective Date"), by and between PlaceWorks (Consultant), a California Corporation, and Sierra Sands Unified School District (Client).

RECITAL

The Consultant desires to amend, modify and revise that certain Agreement ("Existing Agreement") with the Client, entered into on July 2, 2012 to provide Services, as defined therein, and to now amend the Existing Agreement. Except as specifically amended by this document, all other terms and conditions of the Existing Agreement will remain in full force and effect, without modification.

Now, therefore, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree that:

Please see letter to Pamela Pence dated July 23, 2014 for proposed scope of services.

CONSULTANT:

CONSULTANT	PlaceWorks		
STREET ADDRESS	3 MacArthur Place, Suite 1100		
CITY STATE AND ZIP	Santa Ana, CA 92707		
AUTHORIZED REPRESENTATIVE	Peter Garcia	TITLE	Associate Principal

PlaceWork's Authorized Representative

Date

CLIENT:

CLIENT	Sierra Sands Unified School District
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STREET ADDRESS	113 W. Felspar Avenue		
CITY STATE AND ZIP	Ridgecrest, CA 93555		
AUTHORIZED REPRESENTATIVE	Authorized Representative	TITLE	Title

Client's Authorized Representative

Date

10. CONSTRUCTION ADMINISTRATION

10.5 Adoption of Resolution #4 1415, Funding Requested through the State School Facility Program

BACKGROUND INFORMATION: At the regular meeting of the board on May 15, 2014, Resolution #25 1314, Funding Requested through the State School Facility Program was adopted. In accordance with Education Code Section 17070.75 (e) the district has established a facilities inspection system to ensure that each of its schools is maintained in good repair. The district will be requesting Facility Hardship Funding for a School Facility Project pursuant to Chapter 12.5, Part 10, Division 1 commencing with Section 17070.10. known as the School Facilities Program administered by the State Allocation Board. The district is required to file a resolution or other documentation supporting the filing of its applications. Additionally, board resolution is required when an application for funding is submitted when there is insufficient bond authority to apportion the requested funding.

CURRENT CONSIDERATIONS: Upon review of the district's inspection program, the Department of the State Architect determined that the district must include in its required remediation program all conditions noted in the program as Category 3 level conditions. In that regard, there are such conditions, which require remediation not only at Burroughs High School, Monroe Middle School, and Vieweg Elementary School, but also such conditions occur at Mesquite High School, Murray Middle School, and Richmond Elementary School. The district is required to take steps to rectify those conditions at all named schools. In order to address all affected schools, the district will seek funding from the State Facilities Hardship Program to address these conditions. Also required is acknowledgement of the fact that there is no implied promise or obligation on the part of the State to provide funding for school projects. Resolution #4 1415, Funding Requested through the State School Facility Program is provided for review and approval so that it can accompany the district's funding request.

FINANCIAL IMPLICATIONS: To be determined. Further site survey and evaluation by the architect and engineer, as well as discussion with the Office of Public School Construction is required before an accurate estimate can be obtained. Both the bonding and regulatory situation is uncertain which makes the reception of any funding for this project not confirmed.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve Resolution #4 1415, Funding Requested through the State School Facility Program to remediate all schools named as provided.

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

The Matter of
Filing Applications

RESOLUTION #4 1415

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

WHEREAS, the District is required to certify that it has a resolution or other documentation supporting the filing of its applications;

WHEREAS, the District plans to file one or more applications to modernize, replace and/or add facilities at the following school sites as part of the Department of Defense school facilities improvement plan:

- Facility hardship project at Burroughs High School
- Facility hardship project at Monroe Middle School
- Facility hardship project at Murray Middle School
- Facility hardship project at Vieweg School
- Facility hardship project at Richmond School
- Facility hardship project at Mesquite High School

WHEREAS, the District has established, in accordance with Education Code Section 17070.75(e) a facilities inspection system to ensure that each of its schools is maintained in good repair;

WHEREAS, the District acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on this application;

WHEREAS, the District acknowledges that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the application does not provide a guarantee of future funding;

WHEREAS, the District acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the application being submitted;

WHEREAS, the District acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's application may be returned;

WHEREAS, the District acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities.

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

The Board of Trustees adopted this Resolution on August 21, 2014 by the following vote:

AYES:

NOES:

ABSTENTIONS:

Clerk of the Governing Board
Sierra Sands Unified School District

11. BUSINESS ADMINISTRATION

11.1 Award of Bid for Lease of Copy Machines for Schools and Various Other District Sites

BACKGROUND INFORMATION: The district wishes to continue its centralized district printing system originally implemented in 1999, which has two components. The first component provides a centralized high-speed copying/printing capability to the district for volume copying/printing tasks at a reasonable cost to the district. The second component provides copying capabilities to district sites. This two-pronged approach has proven to be successful.

CURRENT CONSIDERATIONS: A request for bids for lease copy machines for schools and various other district sites was advertised in *The Daily Independent*, and *The Bakersfield Californian*. In addition, requests were e-mailed to all applicable vendors on our vendor list. Bids were received from Cosner-Neipp Corporation, American Business Machines, and Xerox Corporation. The bids were opened by district staff on May 1, 2014. The results of the bid review determined that American Business Machines was the successful bidder. American Business Machines proposed replacing like equipment providing for copy machines that will copy at 25, 30, 35, and 45 copies per minute depending upon specific site requirements. The terms and conditions of this lease dictate that it will be 36 months in duration. Presently the district plans to replace 21 copiers and add one to the Inyokern site so they will have scanning capacity in the school office. Competitive pricing, as well as staff efforts to reduce costs associated with copiers resulted in significant savings.

FINANCIAL IMPLICATIONS: The total cost to replace all expired leases at past pricing is \$99,874.80. The total cost of this lease for 36 months for 22 copiers is \$96,723.72 for a savings of \$3,151.09 even with the addition of the Inyokern machine.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the award of the bid for lease of copiers at schools and various district sites to American Business Machines as the successful bidder meeting specifications.

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

CURRENT CONSIDERATIONS: “A” and “B” warrants released in July, 2014 are submitted for approval. “A” warrants totaled \$1,050,232.78. “B” warrants totaled \$597,072.24.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

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

This list represents the "A" and "B" warrants released during the month of July **2014**
The "A" and "B" warrant registers are available in the business office for your review.

RECOMMENDED ACTION: Approve "A" and "B" warrants as presented.

"A" WARRANTS

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$160,671.47
End of month classified	\$276,162.73
10th of month certificated	\$410,743.90
10th of month classified	\$202,654.68
Total "A" Warrants	\$1,050,232.78

"B" WARRANTS

Register Number	<u>Amount</u>
1	\$84,626.00
2	Food Service
3	\$500.00
4	Food Service
5	\$43,942.20
6	\$34,040.72
7	\$38,531.99
8	\$54,293.33
9	\$41,153.71
10	August
11	\$3,025.00
12	\$4,800.00
13	VOID
14	\$80,642.49
15	\$45,266.38
16	August
17	\$30,613.50
18	August
19	\$1,739.29
20	\$133,897.63
21	August
22	August
Total "B" Warrants	\$597,072.24

12. CONSENT CALENDAR

12.2 Approval of Contract with Ester Sires to Serve as WorkAbility I Director for the
2014-15 School Year

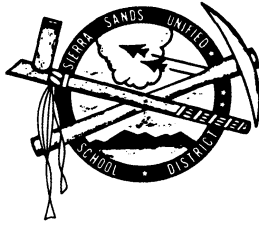
BACKGROUND INFORMATION: The Workability Program which began in 1982 has sites in 305 local education agencies and serves all 58 California counties. The program provides comprehensive pre-employment training, employment placement, and follow up for high school students in special education who are making the transition from school to work, independent living and post secondary education or training. The workability program is funded and administered by the California Department of Education.

The Workability I program at Burroughs High School has been coordinated by Mrs. Ester Sires for 19 years. Mrs. Sires has developed a program that is exemplary in the state. All special education students at BHS benefit from the program, either by direct or indirect services. Mrs. Sires resigned from Sierra Sands Unified School District as a special education teacher at the end of the 2007/08 school year and has worked as the Workability Program Director for Sierra Sands since the 2008-09 school year.

CURRENT CONSIDERATIONS: The SELPA wishes to continue to employ Mrs. Sires in the position of Program Director for the Workability I program. This allows continuity in the program at Burroughs High School. Her expertise in the area of workability has resulted in an exemplary program in the Sierra Sands Unified School District and her continuation in the role of Program Director has ensured that the Workability Program maintains the services for the special education students at Burroughs High School that have been available for the past 19 years.

FINANCIAL IMPLICATIONS: The cost of employing Mrs. Sires as Program Director for the Workability I program is \$ 9,600 plus travel expenses, not to exceed \$7,300, which will be paid for by the money in the special Workability account and will not be a cost to the district.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board give approval to employ Mrs. Esther Sires as Program Director for the Workability I Program for the 2014-15 school year as presented.



SIERRA SANDS UNIFIED SCHOOL DISTRICT
113 Felspar
Ridgecrest, California 93555

CONTRACT FOR PROFESSIONAL SERVICES

Esther Sires, (Contractor), and the Sierra Sands Unified School District (District), hereby agree as follows:

1. Contractor shall provide the following professional services and all materials: WorkAbility Program Coordinator and clerical support.
2. Contractor shall complete all services no later than June 30, 2015.
3. Contractor shall hold District harmless for any loss, damage, or injury arising from the performance of service.
4. District shall compensate Contractor the total sum of \$9,600 for services as the WorkAbility Program Coordinator and clerical support and an amount not to exceed \$7,300 for WorkAbility conferences and business meetings for all services rendered.
5. District shall, within 30 days after presentation of receipts, reimburse Contractor for Travel, accommodations, and meal expenses.
6. Contingent upon receipt of W-9 form, District shall pay Contractor within 30 days after completion of service and presentation of an appropriate invoice.

AGREED BY CONTRACTOR

Authorized Signature

Date: _____

Esther Sires

Company Name

725 Peg Street

Street Address

Ridgecrest, CA 93555

City/State/Zip

Social Security or Employer Identification Number

AGREED BY DISTRICT

Authorized Signature

Date: _____

01-6520-0-5800.00-5001-2100-709-00-000-0000 \$9,600
& 01-6520-0-5200.00-5001-2100-709-00-000-0000
\$7,300

Budget Code

79038

Requisition No.

12. CONSENT CALENDAR

12.3 Approval of Contract for Services with Capitol Advisors Group, LLC

BACKGROUND INFORMATION: The Sierra Sands Unified School District has had a longstanding positive relationship with Capitol Advisors Group, LLC to provide their expertise in the assessment of eligibility and origination of documents speaking to that eligibility for the State Allocation Board related to facilities.

CURRENT CONSIDERATIONS: The district's relationship with Capitol Advisors Group, LLC has been very beneficial. There is a continued requirement for the district to provide updated documentation to the State Allocation Board. As the district continues to address its facilities needs, it recognizes the need for continued support in this area.

FINANCIAL IMPLICATIONS: The cost of the contract with Capitol Advisors Group, LLC is expected to remain at the 2013-14 level of \$12,000. The estimated return on investment is significant. Developer fees are an appropriate fund source to be used for this item.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contract with Capitol Advisors Group, LLC, to continue to support the district with its eligibility for and related issues associated with modernization and new construction as presented.

AGREEMENT FOR SERVICES

This agreement is made between **Capitol Advisors Group, LLC.**, hereinafter referred to as the Contractor and the **Sierra Sands Unified School District**, hereinafter referred to as the Client, commencing July 1, 2014.

Scope of Work

The Contractor agrees to:

1. Participate in planning and strategy sessions with the Client, design team and other consultants and governmental agencies, as necessary, to assist Client with its school construction program
 2. Evaluate eligibility for new construction and modernization funding through the School Facilities Program
 3. Evaluate opportunities to pursue facilities hardship funding to replace or rehabilitate facilities as appropriate
 4. Advise and recommend on joint use funding opportunities
 5. Advise and recommend on strategies for the sequencing and timing of applications for new construction, modernization and any other state funding program to maximize funding
 6. Prepare documents for Client review in support of identified projects
 7. Report regularly on activities and progress of projects
 8. Coordination as necessary, with other state agencies
 9. Intervention on behalf of client with agency staff
 10. Coordination with design team and other Client consultants as needed
-

Advisory Services and Policy Monitoring

Due to the constant fluctuations in program regulations and policies, the Contractor will monitor, collect and analyze data gathered through various outlets. Contractor will provide this data to Client through advisories. Monitoring services include:

1. State Allocation Board (SAB) monthly meetings
 2. SAB Implementation Committee, the policy group responsible for review of new/ revised regulations, development of policy that is forwarded to the SAB for adoption
-

Report Services	The creation of specialized reports, such as a Yield Study Report, shall be provided at a fee negotiated by the Client and Contractor.
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Compensation	For the services delineated above, the Client shall pay to the Contractor a monthly retainer of Five Hundred (\$500) Dollars per calendar month and fees for services charged on a time and materials basis. Services shall be billed in 15 minute increments at the rate of One Hundred Thirty Five (\$135) Dollars per Hour. Such payment is due and payable by the tenth of each month pursuant to invoicing by the Contractor. It is further understood that if the duties of the Contractor are increased or decreased in either scope or volume that the payment be increased or decreased by written addendum without requiring re-negotiation of this agreement.
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Reimbursement	The Contractor shall be reimbursed for pre-approved out-of-pocket expenses, which include any pre-approved charges for outside services specifically requested by the Client, printing charges and other like expenditure. In the event of travel to the District, the Contractor shall be paid the sum of One Thousand Two Hundred Dollars (\$1,200) per day per consultant to cover staff time, airfare, rental car, gas meals and hotel accommodations.
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Contractor's Limitations	The Client and Contractor expressly understand and agree that the Contractor, while engaged in carrying out the provisions of this agreement, is an independent contractor and is not an officer or employee of the Client. Furthermore, the Contractor is without authority to obligate the Client for indebtedness or other commitments without the express approval of the Client.
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Termination Clause	It is mutually agreed that this agreement shall continue until June 30, 2015 or unless terminated by either party upon thirty-day written notice.
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CAPITOL ADVISORS GROUP, LLC.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Authorized Signatory

Date

Authorized Signatory

Date