SIERRA SANDS UNIFIED SCHOOL DISTRICT

Board of Education Regular Meeting

OCTOBER 15, 2015 Ridgecrest City Council Chambers 100 West California Avenue www.ssusd.org

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

Amy Castillo-Covert
Bill Farris, President
Tim Johnson
Kurt Rockwell – attending telephonically from 140 L Street SE
Washington, D.C. 20003

Michael Scott, Vice President/Clerk Student Member, Naya Taylor

Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE

ADOPTION OF AGENDA

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

- 2. APPROVAL OF MINUTES of the special meeting of September 9, 2015 and the special and regular meetings of September 10, 2015.
- 3. PROGRAMS AND PRESENTATIONS
 - Pierce Elementary School: Partnering with Parents for Student Achievement
- 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
 - Enrollment Update
 - Great California ShakeOut
 - Petroglyph Festival
 - AB 111 Update
- 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 Appointment of Industry/Business Members to Career Technical Advisory Committee
- 6.2 Report to the Board Regarding Year 2 Annual Progress of the Elementary and Secondary School Counseling Grant (ESSC) Awarded to Sierra Sands Unified School District for Years 2013-16
- 6.3 Report of 2015 California Assessment of Student Performance and Progress (CAASPP)
 District Results
- 6.4 Approval of a District Designated Representative and Alternate to the Kern Adult Education Block Grant Consortium
- 6.5 Program Improvement, Year Three 2014-15 Corrective Action Report

7. POLICY DEVELOPMENT AND REVIEW

7.1 Presentation of Board Bylaw 9100, Organization

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

GENERAL ADMINISTRATION

- 9.1 Gifts to District
- 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, as Required by the Williams Act
- 9.3 Authorization for Board Member Travel to the Annual School Trustees Fall Dinner Meeting on October 26, 2015 of the Kern County School Boards Association
- 9.4 Authorization for Board Member Travel to the High Desert SCC Fall Leadership Conference on November 20-22, 2015 in Las Vegas, Nevada

10. CONSTRUCTION ADMINISTRATION

- 10.1 Report to the Board: Construction Activities and Issues
- 10.2 Approval to Enter into an Agreement for Materials Testing and Special Inspector Services for the New Murray Middle School Project
- 10.3 Approval to Enter into an Agreement for Materials Testing and Special Inspector Services to Verify Soil Compaction for the New Murray Middle School Project

11. BUSINESS ADMINISTRATION

11.1 Approval to Ratify Settlement between the State Teachers Retirement System and Sierra Sands Unified School District

12. CONSENT CALENDAR

- 12.1 "A"&"B" Warrants
- 12.2 Approval for the Burroughs High School Band to attend an Out of State Trip to Washington, D.C. to Participate in the National Independence Day Parade on July 4, 2016
- 12.3 Approval of Recommendations for Expulsion, Expulsion Case #02 1516
- 12.4 Approval of Recommendation of Administrative Hearing Panel Regarding Enrollment Request from a Student Expelled from Another District, Case #D01 1516

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be November 19, 2015.

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

September 9, 2015

DATE OF MEETING:

TIME OF MEETING	G: 6:30 p.m.						
PLACE OF MEETIN	NG: District Office Conference Room						
MEMBERS PRESEN	NT: Castillo-Covert, Farris, Johnson, Rockwell						
MEMBERS ABSEN	T: Scott						
STAFF PRESENT:	Ernest M. Bell, Jr., Superintendent						
MOMENT OF SILE	NCE was observed.						
1. ADOPTION OF	FAGENDA						
The agenda was	s adopted by consensus as posted.						
2. BUSINESS AD	MINISTRATION						
2.1 Board Budget/Construction Workshop							
	met in a work study session to discuss the budget and construction activities for No action was taken.						
3. ADJOURNMEN	NT at 8:15 p.m.						
	THE BOARD OF EDUCATION						
Michael Scott, Vice I	President/Clerk Ernest M. Bell, Jr., Secretary to Board						

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: September 10, 2015

TIME OF MEETING: 7:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

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

MEMBERS ABSENT: Scott

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

PLEDGE OF ALLEGIANCE was recited in unison, led by Student Member Naya Taylor.

MOMENT OF SILENCE was observed.

ADOPTION OF AGENDA

The agenda was adopted by consensus as posted noting Item 10.4 will be heard following Item 5.5 and the Inyo-Kern Schools Financing Authority Agenda will be heard following Item 11.4.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the special and regular meetings of August 20, 2015 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

- Recognition of Amy Castillo-Covert for Years of Service as a Member of the Board of Education, Sierra Sands Unified School District: Mr. Farris presented Mrs. Castillo-Covert with a certificate recognizing 15 years of service.
- Murray Middle School Rachel's Link-Connecting and Engaging: Principal Kirsti Smith turned the presentation over to Murray Middle School teachers, Ms. Zurn and Mr. Velasco, who outlined how Rachel's Link keeps students connected and engaged through activities which give students a feeling of belonging. They reported on the four components to Rachel's Link: Academic Follow-up, Social Follow-Up, Leader Initiated Contacts, and Rachel's Link Meetings and Development. Ms. Smith closed by saying Murray Middle School is committed to engaging students.

4. PUBLIC HEARING

4.1 Public Hearing and Adoption of Resolution #3 1516, Statement of Assurance of Sufficient Textbooks and Instructional Materials and Certification that Pupils Are Provided with Standards-Aligned Textbooks and Instructional Materials

Motion passed to adopt Resolution #3 1516, Statement of Assurance of Sufficient Textbooks and Instructional Materials. CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Murray Middle School: Rachel's Link, ASB, and AVID students are keeping our new students connected to Murray with special activities and weekly advisory lessons. The Cross Country Team has competed in several meets and volleyball tryouts began this week. Back to School Night was well attended.

Monroe Middle School: Class competitions are underway and students enjoyed the Back to School Dance. The Monroe Concert Band joined the BHS band at Friday night's football game. The Spokes of Character assembly featuring BMX riders was enjoyed by all and AVID students learned about careers in law enforcement from Officer Lloyd.

Mesquite High School: Back to School Night was held and parent attendance was double that of last year. Enrollment has increased by 25 students since the first day of school. The ASB has been busy planning Spirit Days and fundraisers.

Burroughs High School: The past month has been busy at BHS with Back to School Night, the first varsity football game, BHS Pride Day, and the annual Parking Lot Auction. September is the month to join clubs at BHS for a great opportunity to explore new hobbies and meet new friends. The ASB is busy planning rallies for the year.

5.2 Reports from Members of the Board

There were no reports from members of the board.

5.3 <u>Superintendent's Report</u>

Superintendent Bell reported district enrollment is up by 48 students over this time last year. The first Superintendent's Council of the year was held today with topics of interest and concern to the district, parents, and community being addressed. A construction and budget board workshop was held September 9, 2015. Mr. Bell gave an update on SB111. This bill now sits on the governor's desk awaiting signature.

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

Barb Walls, President of the Desert Area Teachers Association, reported that collaboration has been going well. SBAC test scores were good which reflected the hard work of our teachers and students. Ms. Walls invited board members to attend this year's High Desert Service Center Conference November 20-22, 2015.

5.5 Communications from the public

Two members of the public spoke during the public comment period.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Contracts with Supplemental Educational Service (SES) Providers

Motion passed to approve the contracts with Supplemental Education Service (SES) Providers as presented. CASTILLO-COVERT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

6.2 Approval of Second Step Supplemental Curriculum for Elementary School Counseling Program

Motion passed to approve the Second Step Supplementary Curriculum as presented. JOHNSON/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

6.3 Approval of Amendment to Contract with Sanderson's Health Services, Inc. for Services to Sierra Sands Special Education

Motion passed to approve the amendment to the contract with Sanderson's Heath Services, Inc. CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

6.4 Approval to Ratify the Contract with VocoVision

Motion passed to approve ratification of the contract with VocoVision.

ROCKWELL/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

Motion passed to approve Items 8.1 through 8.2 as presented.

JOHNSON/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

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

Motion passed to approve the waiver request as presented. JOHNSON/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

8.4 Approval of Resolutions #8 1516, #9 1516, and #10 1516, Teachers Teaching Out of Their Major/Minor Field or Area

Motion passed to adopt Resolutions #8 1516, #9 1516, and #10 1516 as presented. CASTILLO-COVERT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

8.5 Adoption of Resolution #4 1516, Week of the School Administrator

Motion passed to adopt Resolution #4 1516 as presented. ROCKWELL/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gift: Ms. Rosalyn Moore donated a portable sound system with an estimated cash value of \$250 to be used in the Murray Middle School PE Department. ROCKWELL/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

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

Burroughs High School: The bid process will commence on October 5, 2015. Construction is anticipated to begin on November 20, 2015.

Murray Middle School: The bid process began September 7, 2015. Construction is anticipated to begin with soil remediation on October 26, 2015.

A groundbreaking will be held for both projects on November 10, 2015 at 10:00 a.m.

HVAC Remediation: The strategy continues to be to package these projects together and begin summer of 2016.

10.2 Adoption of Resolution #2 1516 to Adopt the California Environmental Quality Act (CEQA)
Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program (MMRP)
for the New Murray Middle School Project

Motion passed to adopt Resolution #2 1516 as presented.

ROCKWELL/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

10.3 Approval to Enter into an Amendment to the Agreement for Inspector of Record Services for the New Murray Middle School for Inspection at a Selected Modular Manufacturing Facility

Motion passed to approve entering into an amendment to the agreement for Inspector of Record services as presented. JOHNSON/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

10.4 Approval to Issue a Letter to the City of Ridgecrest/County of Kern Requesting Traffic Control Measures for the New Murray Middle School

Motion passed to approve the issuance of a letter to the City of Ridgecrest/County of Kern as presented. CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

11. BUSINESS ADMINISTRATION

11.1 Approval of Agreement with Atkinson, Andelson, Loya, Ruud & Romo for Legal Services Associated with Modernization and Construction

Motion was made to approve the agreement with AALRR as presented.

CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

11.2 Approval of Legal Services Agreement with Parker & Covert LLP

Motion passed to approve the agreement with Parker & Covert LLP as presented.

ROCKWELL/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

11.3 Adoption of Resolution #7 1516 Approving the 2015-16 Estimated Gann Limit Calculations for the Sierra Sands Unified School District

Motion passed to adopt Resolution #7 1516 as presented. CASTILLO-COVERT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

11.4 Acceptance of the 2014-15 Unaudited Actuals

Motion passed to accept the 2014-15 Unaudited Actuals as presented. CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

President Farris temporarily adjourned the Sierra Sands Unified School District board meeting at 8:57 p.m. and opened the meeting of the board of directors of the Inyo-Kern Schools Financing Authority.

The Sierra Sands Unified School District Board of Education Meeting was reopened at 8:58 p.m.

12. CONSENT CALENDAR

- 12.1 "A" & "B" Warrants
- 12.2 Adoption of Resolution #5 1516, Authorization to Extend the Existing Contract with Mather Bros., Inc. for the Purchase of Dairy Products for the 2015-16 School Year
- 12.3 Adoption of Resolution #6 1516, Authorization to Extend the Existing Contract with Flowers Bakery, Inc. for the Purchase of Bread Products for the 2015-16 School Year
- 12.4 Approval for Burroughs High School Varsity Cheerleading Squad to Attend an Out of State Cheerleading Performance in Honolulu, Hawaii, January 28-February 1, 2016
- 12.5 Approval of Recommendations for Expulsion, Expulsion Case #01 1516

Motion passed to adopt the consent calendar as presented.

CASTILLO-COVERT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

- 13. FUTURE AGENDA
- 14. ADJOURNMENT was at 9:00 p.m.

THE BOARD OF EDUCATION

Michael Scott, Vice President/Clerk	Ernest M. Bell, Jr., Secretary to Board
recorder: Diane Naslund	

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DA	TE O	F MEETING:	September 10, 2015
TIN	ΛΕ O	F MEETING:	6:30 p.m.
PL	ACE (OF MEETING:	Ridgecrest City Council Chambers
ME	MBE	ERS PRESENT:	Castillo-Covert, Farris, Johnson, Rockwell
ME	MBE	ERS ABSENT:	Scott
STA	AFF I	PRESENT:	Ernest M. Bell, Jr., Superintendent
MC	MEN	T OF SILENCE was	observed.
1.	AD	OPTION OF AGEND	OA .
	Th	e agenda was adopted	by consensus.
2.	CLO	OSED SESSION	
	2.1	Public Employee Di One (1) Item	scipline/Dismissal/Release Pursuant to Government Code section 54957 –
		This item was pulled	from the agenda.
	2.2	The board met in clothree bargaining unit	osed session with the superintendent to discuss negotiations with all its.
		No action was taken	
3.	AD	JOURNMENT	
			THE BOARD OF EDUCATION
Mic	chael	Scott, Vice President/	Clerk Ernest M. Bell, Jr., Secretary to the Board

Sierra Sands Unified School District First Month Enrollment 2015-16

								1 111	St WO	IUI LIII	Ollitiei	it 2015					Elementary K - 5	2015-16	2014-15
SCHOOL	2015-16 YTD%	2014-15 YTD%	K	1	2	3	4	5	6	7	8	9-12	SDC	2015-16 TOTAL		CHANGE	Regular -		
FALLER	97.1%	97.4%	87	80	83	71	63	66						450	456	-6	К	412	443
GATEWAY	96.9%	97.6%	82	65	60	57	67	67					26	424	391	33	1 - 3	1104	1077
INYOKERN	96.6%	98.0%	39	32	33	26	33	19						182	166	16	4 - 5	703	707
LAS FLORES	96.0%	96.7%	83	103	76	81	82	79						504	538	-34	Special Education -		
PIERCE	96.3%	97.3%	55	59	42	47	53	54						310	330	-20	SDC	110	119
RAND	93.5%	96.7%			4	5								9	9	0	RSP	61	72
RICHMOND ANNEX	93.8%	93.7%											84	84	93	-9	Middle 6 - 8		
RICHMOND	97.5%	97.5%	66	63	57	60	60	60						366	363	3	Regular	1063	1032
TOTAL K -5	96.6%	97.1%	412	402	355	347	358	345					110	2329	2346	-17	Special Education -		
MONROE	96.4%	97.1%							174	161	148		37	520	478	42	SDC	72	54
MURRAY	96.9%	97.1%							200	201	179		35	615	608	7	RSP	69	77
TOTAL 6 -8	96.7%	97.1%							374	362	327		72	1135	1086	49	High School 9 - 12		
BURROUGHS	95.8%	96.4%										1350	63	1413	1395	18	Regular	1350	1325
MESQUITE	84.6%	94.0%										89		89	94	-5			
														0	0	0	Continuation	89	94
														0	0	0			
TOTAL 9 - 12												1439	63	1502	1489	13	Special Education -		
15-16 TOTAL	96.4%		412	402	355	347	358	345	374	362	327	1439	245	4966			SDC	63	70
14-15 TOTAL		96.8%	443	362	357	358	345	362	350	344	338	1419	243		4921		RSP	95	83
CHANGE		-0.40%	-31	40	-2	-11	13	-17	24	18	-11	20	2			45	<u>Adult</u>	344	208

6. EDUCATIONAL ADMINISTRATION

6.1 Appointment of Industry/Business Members to Career Technical Advisory Committee

<u>BACKGROUND INFORMATION</u>: California Education Code 8070 requires that the governing board of each school district participating in a Career Technical Education (CTE) program appoint a Career Technical Education advisory committee to provide recommendations for CTE programs and act as liaisons between the district and potential employers.

<u>CURRENT CONSIDERATIONS</u>: The Career Technical Advisory Committee (CTE) is composed of one or more representatives of the general public who are knowledgeable about the various pathways the district offers.

Activities of the Career Technical Advisory Committee may include, but are not limited to:

- Review curriculum and facilities
- Sponsor mentoring activities
- Identify equipment needs
- Sponsor guest speakers
- Conduct surveys
- Plan/conduct field trips or on-site visits
- Plan/conduct in-service for instructors
- Identify new advances in the industry
- Assist in identifying all aspects of an industry
- Provide work-based learning sites
- Provide placement of career technical education program completers
- Initiate and maintain an effective public relations program

The following business/community representatives have volunteered for, and are recommended for appointment to the Sierra Sands Unified School District Career Technical Advisory Committee:

- Lisa Burchett Employment Development Division NAWCWD
- William Carroll Video Projects Team NAWCWD
- Tony Co Flight Test Engineer Boeing Company
- Karl Ettling Field Representative Boeing Company
- Stephen Farmer Head of Weapons Guidance Division NAWCWD
- Bob Hawkes Director Workforce Development Kern Community College District
- Ray Hocker Video and Photography Group NAWCWD
- Linda Homer Chair "Expanding Your Horizons" NAWCWD
- Julia Marshall STEM Education Outreach Coordinator NAWCWD

- Mike McNair Dean of Instruction Cerro Coso Community College
- Ron Pruitt Supervisor NAWCWD
- Christina Reyes Employment Program Representative EDD
- Diana Taylor Environmental Health and Safety Specialist Boeing Company
- Alan Van Nevel Research Physicist NAWCWD

Committee membership also includes teaching staff, counselors, and administrators.

<u>FINANCIAL IMPLICATIONS</u>: Incidental costs for this advisory committee are considered a reasonable expense through Carl Perkins IV funds and are anticipated to be less than \$200. The Carl Perkins IV allocation for 2015-16 is \$42,706.00.

<u>SUPERINTENDENT'S RECOMMENDATION</u>: It is recommended that the board appoint the individuals named above to the Sierra Sands Unified School District Career Technical Advisory Committee for the 2015-16 school year.

6. EDUCATIONAL ADMINISTRATION

6.2 Report to the Board Regarding Year 2 Annual Progress of the Elementary and Secondary School Counseling Grant (ESSC) Awarded to Sierra Sands Unified School District for Years 2013-16

BACKGROUND INFORMATION: On August 7, 2013 the district was notified that it was a recipient of a \$600,000 (\$200,000 per year) Elementary and Secondary School Counseling (ESSC) grant for the purpose of expanding elementary counseling services within the district with an emphasis on services to military families. The project design submitted by the district focused on hiring two additional elementary counselors to enable each project counselor to focus on one elementary school full time, allowing the existing two counselor positions to each serve two of the smaller elementary schools. The sites identified in the grant proposal with the highest needs were Faller Elementary School and Richmond Elementary School. The grant funds provide for the support of the following goals as outlined in the needs assessment and grant proposal:

- Provide a continuum of sustainable, effective, early intervention mental health support services at the elementary school level that meet student social emotional needs and that support academic achievement.
- Enable the consistent use of data and data-based decision-making into counseling services program/instructional design.
- Build stronger connection and coordination with community mental health services and other support services.
- Increase the knowledge concerning student needs and mental health issues of teachers, administrators.

<u>CURRENT CONSIDERATIONS</u>: Implementation of the grant began in August 2013. The following actions have taken place in Year 2 (2014-15) of the grant:

- Fall 2014-Positive Behavior Support (PBIS) training was provided to Richmond Elementary.
- Fall 2014-Richmond PBIS team updated school wide rules and expectations as well as sustainable rewards program.
- Fall 2014-Character Counts training was provided to Faller Elementary.
- 2014-15: Positive Referral System implemented at Faller to recognize and reinforce desired "character" behaviors.
- 2014-15: Richmond PBIS team targeted bus behavior and created visual cues/signs to improve bus behavior. Result was a 35% reduction in bus violations.
- 2014-15: Students provided with a six-week anti-bullying curriculum at both grant sites.
- 2014-15: 3rd 5th grade Faller students provided with bullying survey. Results were utilized to determine additional topics and services.
- 2014-15: Tier 1 weekly classroom guidance lessons provided at both grant sites.

- 2014-15: Tier 2 small group counseling provided at both grant sites.
- 2014-15: Tier 3 individual counseling provided to approximately 2-5% of students at both grant sites.
- February 2015: College and Career Awareness Month held at Faller.
- May 2015-ESSC Annual Grant Performance Report submitted to the United States Department of Education.
- May 2015-As noted in Annual Performance Report, year two implementation of the grant yielded a 76% reduction in discipline referrals at Faller and Richmond (2012-13 total 503 to 2014-15 120) and a 59% reduction in suspensions (2012-13 total 34 to 2014-15 14).

<u>FINANCIAL CONSIDERATIONS</u>: Expenditures for Year 2 of the ESSC grant total \$193,253. The balance of \$30,454 will be carried over into Year 3. The remaining \$200,000 plus carryover will be expended in Year 3 as outlined in the grant.

<u>SUPERINTENDENT'S RECOMMENDATION</u>: This annual report is provided for informational purposes only and does not require board action.

6. EDUCATIONAL ADMINISTRATION

6.3 Report of 2015 California Assessment of Student Performance and Progress (CAASPP) District Results

BACKGROUND INFORMATION: In the spring of 2015, the Smarter Balanced assessments were administered to students in grades three through eight and eleven. It was the first statewide administration of the new computer-based tests that measured student knowledge of California's English language arts/literacy and mathematics standards. Smarter Balanced assessments are part of the new testing program called the California Assessment of Student Performance and Progress (CAASPP), which replaced the Standardized Testing and Reporting (STAR) Program that expired on July 1, 2013.

<u>CURRENT CONSIDERATIONS</u>: CAASPP results will serve as a baseline from which to measure future progress and should not be compared to results from the state's previous assessments, the STAR Program.

District and site data will be analyzed to align with a continuous improvement model and growth targets will be determined for the content areas of English language arts and mathematics as well as the Socio-Economically Disadvantaged, Special Education, and English Learner subgroups.

FINANCIAL IMPLICATIONS: None.

<u>SUPERINTENDENT'S RECOMMENDATION</u>: This presentation is for informational purposes and does not require board action.

6. EDUCATIONAL ADMINISTRATION

6.4 Approval of a District Designated Representative and Alternate to the Kern Adult Education Block Grant Consortium

<u>BACKGROUND INFORMATION</u>: Assembly Bill 86 (AB 86) outlines expectations for consortium development, as well as planning and implementation requirements, to establish the Adult Education Consortium Program. The intent of AB 86 is to expand and improve the provision of adult education –via these consortia– with incremental investments starting with the 2015-16 fiscal year.

Assembly Bill 104 (AB 104) established the Adult Education Block Grant Consortium under the administration of the California Community Colleges Chancellor's Office and the State Department of Education. The law calls for establishing an Adult Education Block Grant Consortium for each adult education region. In terms of regions, these Adult Education Consortia are the same 72 consortia established through the AB 86 Adult Education Consortium Planning Grant. Any community college district, school district, or county office of education located within the boundaries of the adult education region is permitted to join the consortium as a member. Consortium members must be represented by an official designated by the governing board of each participating district.

CURRENT CONSIDERATIONS: The Sierra Sands district representative to the Kern Adult Education Consortium is expected to leverage his/her experience, expertise, and insight regarding adult education. The designated representative is not directly responsible for managing annual activities but provides support and guidance for those who do. The district's representative will devote appropriate effort to plan, support, and review the status of annual activities; ensure that planned annual activities meet the state's requirements, the Consortium Plan, and key stakeholders needs; help balance conflicting priorities and resources; provide guidance to consortium leadership; monitor adherence to best practice standards; foster positive communication; and report and evaluate outcomes resulting from adult education block grant, WIOA Title II, Carl Perkins, non-credit adult education, and other grants supporting this work.

FINANCIAL IMPLICATIONS: None.

<u>SUPERINTENDENT'S RECOMMENDATION</u>: The superintendent's recommendation is to approve Jo Anne McClelland, Alternative Education Principal, as SSUSD's representative on the Kern Adult Education Consortium board and designate Shirley Kennedy, Assistant Superintendent of Curriculum and Instruction, as the alternate as they are the district administrators most knowledgeable of adult education and both have participated in writing the AB 86 Adult Education Plan.

ADULT EDUCATION BLOCK GRANT CONSORTIUM

DISTRICT DESIGNATED REPRESENTATIVE

DISTRICT: Sierra Sands Unified School District SCHOOL YEAR: 2015/2016

The following staff member is designated as the district's Adult Education Block Grant Consortium representative for the school year indicated above:

NAME: JoAnne McClelland

TITLE: Principal of Alternative Education

BUSINESS & CELL PHONE: 760-499-1810/1811 760-977-8532

EMAIL: jmcclelland@ssusd.org

The following staff member is designated as the district's alternate Adult Education Block Grant Consortium representative for the school year indicated above:

NAME: Shirley Kennedy

TITLE: Assistant Superintendent

BUSINESS & CELL PHONE: 760-499-1640/1644 760-608-0513

EMAIL: skennedy@ssusd.org

District representatives should have a comprehensive understanding of the strategic implications and outcomes of the Adult Education Consortium Plan and annual activities; appreciate the significance of the project for adult education students and some or all other major stakeholders and represent their interests; be an advocate for broad regional support for the Adult Education Consortium Plan outcomes; and have a deep understanding of the region and its adult education, immigrant integration and workforce development needs. The district's representative will represent the district's interests but the region's need for comprehensive adult education services will take priority.

The district's representative is expected to leverage their experience expertise and insight regarding adult education. District representatives are not directly responsible for managing annual activities but provide support and guidance for those who do. The district's representative will devote appropriate effort to plan, support and review the status of annual activities, ensure that planned annual activities meet the state's requirements, the Consortium Plan, and key stakeholders needs; help balance conflicting priorities and resources; provide guidance to Consortium leadership; monitor adherence to best practice standards; foster positive communication; report and evaluate outcomes resulting from adult education block grant, WIOA Title II, Carl Perkins, non-credit adult education and other grants supporting this work.

6. EDUCATIONAL ADMINISTRATION

6.5 Program Improvement, Year Three 2014-15 Corrective Action Report

BACKGROUND INFORMATION: Sierra Sands Unified School District entered into Program Improvement (PI) Year 3 in 2013. As a result, the State Board of Education (SBE) is required by Section 1116 of the ESEA and California Education Code (EC) Section 52055.57(d) to assign one or more corrective actions to Local Education Agencies (LEAs) identified for PI Year 3. At its March 20, 2014 meeting, the SBE assigned Corrective Action 7 to each of the 84 LEAs in Cohort 7 that advanced to PI Year 3 in 2013.

This action requires districts to:

- Continue to reserve an amount equal to 10 percent of its Title I allocation to provide professional development for teachers and administrators.
- Access technical assistance to analyze the needs of the district and its schools.
- Review and revise the LEA Plan to document steps to fully implement the SBEassigned corrective action.
- Demonstrate progress of LEA Plan implementation and monitoring by submitting a report describing the LEA's progress towards implementation of the strategies and actions in the LEA plan through annual electronic submission of local evidence to the CDE.

<u>CURRENT CONSIDERATIONS</u>: Based on the required corrective actions, the district continues to reserve an amount equal to 10 percent of its Title I allocation to provide professional development. To support LEAs with PI schools, the district was provided an additional, one-time Title I allocation of \$150,000 in 2014 to access technical assistance. The one-time funding was utilized to provide technical assistance to increase student achievement through improved instructional practices.

The district's LEA Plan was reviewed and revised by the Leadership Committee involving all stakeholders. It was presented to the board of education for approval in June 2015. In order to meet the compliance component of the corrective actions, the district must demonstrate progress of the LEA Plan implementation and progress monitoring through the Year 3 Corrective Action Report. The Corrective Action Report describes the district's progress towards implementation of the strategies and actions outlined in the LEA Plan and will be submitted electronically as local evidence to the CDE upon board approval.

FINANCIAL IMPLICATIONS: There are no financial implications.

<u>SUPERINTENDENT'S RECOMMENDATION</u>: It is recommended that the Year Three 2014-15 Corrective Action Report be approved for submission to the CDE.

PI Year 3 LEA Plan End-Of-Year Evidence of Progress (2014–15) End of Year Submission: October 15, 2015 Local Education Agency: Sierra Sands Unified School District Submitted by Ernest M. Bell, Jr., Superintendent

 Summarize the LEA Plan strategies and actions implemented during 2014–15, including a description of local evidence used to determine effective implementation.

During the 2014-15 school year, the Sierra Sands Unified School District focused its efforts on the following strategies to improve the quality of our district's instructional program:

Implementing Phase, Year Three of a Three Year Plan, to Transition to Common Core State Standards (CCSS)—SSUSD recognizes that the shift from California State Standards to the new CCSS would require a significant realignment of district-wide instructional practices. Systematic, ongoing professional development was implemented in 2012-13 school year that focused on education of staff and information gathering. The 2013-14 school year focused on the alignment of instruction with CCSS content standards. The 2014-15 focus was the implementation of CCSS in all grade and curricular levels. Professional development and collaboration centered on alignment of common lesson planning, course outlines, pacing guides, and benchmarks to the Common Core. Additionally, training was provided on the SBAC blueprints to embed rigor in instruction and assessment. Formative and summative assessments were refined to monitor student progress in meeting or exceeding grade level standards.

Evidence:

- Professional development
- Refined common lesson planning
- Revised course outlines
- Revised pacing guides
- Revised formative and summative assessments
- Development and implementation of revised CCSS units of instruction
- 2015 SBAC data
- Professional Development: Effective Instructional (Best) Practices—SSUSD is committed to improving the quality of instruction. To this end, the District provided training to improve instructional practices through use of technology and resources to engage students and for both teachers and administrators to administer formative assessments. Professional development was provided each trimester to identify and support the implementation of new instructional strategies to increase rigor into instruction. Professional development also focused on Close Reading, use of the Common Assessment Data Analysis

(CADA) tool, Data Mining, Item bank for formative assessment, implementation of the ELA/ELD and Math Frameworks, and use of the Cognitive Rigor Matrix.

Evidence:

- Professional development agendas
- Meeting agendas
- Lesson plans
- Course outlines
- Pacing guides
- Revised assessments and data analysis (CADA)
- CCSS units of instruction
- Single Plans for Student Achievement (SPSA)
- 2015 SBAC data
- Data Systems and Monitoring—In order to determine the success of students in meeting the state standards and to provide information to teachers, parents, and students on the progress being made toward meeting student academic achievement standards, the district disaggregates data at the site and district levels. Results are entered into Illuminate (district data system) for access and tracking. Professional development was provided to teachers and administrators to regularly monitor student progress in mastery of Common Core standards. In addition, teachers and administrators received training in the district's protocol for analyzing benchmark data, the Common Assessment Data Analysis (CADA) tool. This allowed teachers and administrators to monitor student learning and design interventions to address areas of need.

Evidence:

- Professional development
- Trimester Benchmarks, Grades K-5
- Quarterly Benchmarks for some 6-12
- CADA (Common Assessment Data Analysis) Tool
- Single Plan for Student Achievement
- Increased Access to Technology—As a result of the \$1.9 million grant received from the Department of Defense in 2013, additional technology and support was implemented in math in grades 3 through Algebra 1. Chromebooks and technology instruction and support were provided in the classrooms to improve math achievement. State Common Core Implementation Funds were also utilized to increases access to technology in English Language Arts classrooms. In 2014-15, math grant projects teachers provided technology support to embed technology into math and science instruction. As noted in the "Professional Development" component, professional development was provided to improve implementation of technology to both engage students and to provide ongoing formative assessment.

Evidence:

Professional development

- Lesson plans
- Chromebook Use Policy
- 2014 Grant Report to the Board
- Board Agendas/Minutes of Grant and Common Core Implementation Funding.
- Submission of quarterly and annual progress reports to DoDEA Math Grant Program
- Technology coaches
- Hardware purchases

2. Analyze the 2014–15 LEA performance on summative assessment data, including a description of progress towards student performance goals in ELA and mathematics.

In the spring of 2015, students in grades three through eight and eleven took the Smarter Balanced assessments. District performance in ELA demonstrates a relative area of strength as compared to county and state performance data. District performance in mathematics demonstrates performance consistent with that of the state. The state regards the 2015 data as baseline and growth targets will be determined with this initial performance data. Because the 2015 summative assessment data is considered baseline, progress towards student performance goals in ELA and math cannot be determined until 2016.

During the 2014-15 school year, through professional development and collaboration with instructional staff and district project teachers, the alignment of local benchmarks were further refined to better align with the rigor of Common Core. Analysis of benchmark data at school sites through the use of the CADA tool continues to drive instructional practices and focus. In addition, secondary D and F rates were analyzed and site instruction plans were revised to address student needs. As 2015 SBAC data is analyzed in comparison to local summative benchmark data, it will allow instructional staff and leaders to intervene and/or excel students' progress towards meeting or exceeding ELA and math standards.

2015 SBAC English Language Arts Performance Data

	All Students	3 rd Gd.	4 th . Gd.	5 th . Gd.	6 th Gd.	7 th Gd.	8 th Gd.	11 th Gd.
SSUSD	50%	45%	44%	47%	47%	49%	52%	70%
County	33%	28%	29%	32%	30%	32%	35%	48%
State	44%	38%	40%	44%	43%	44%	45%	56%

2015 SBAC Mathematics Performance Data

	All	3 rd	4 th . Gd.	5 th . Gd.	6 th Gd.	7 th Gd.	8 th Gd.	11 th
	Students	Gd.						Gd.
SSUSD	34%	43%	41%	30%	34%	29%	29%	34%
County	23%	29%	24%	17%	21%	21%	23%	23%
State	33%	40%	35%	30%	33%	34%	33%	29%

Evidence:

- Professional Development
- Benchmark revisions/realignment
- Collaboration agendas/minutes
- Site Common Formative Assessment (CFA) data
- Grades/Student Progress
- Common Assessment Data Analysis (CADA) Tool
- 2015 SBAC data
- 3. Provide evidence of annual communication with the local governing board regarding the implementation of LEA Plan strategies and actions, and the progress towards student performance goals in the Plan. Note: additional documents may be uploaded and attached in the "Associated Documents" section of the item.

Throughout the 2014-15 school year, the Sierra Sands Unified School District has worked closely with the Board of Trustees to ensure implementation of the LEA Plan strategies and improve the outcomes for all our students. The communication between the District and the Board of Trustees includes:

- Single Plan for Student Achievement review and approval
- Program Improvement Updates
- Program Reports (Technology/Chromebook Deployment, Math Grant, Counseling Grant, Professional Development, 3 Year Common Core Implementation Plan)
- Local Education Agency Plan (LEA Plan) Revision and approval
- Board Agendas and Minutes
- Board Workshops

This information is reported at regular board meetings. Additionally, Trustees attend and participate in district meetings such as District Leadership Committee and Superintendent's Council.

In conclusion, the Sierra Sands Unified School District is committed to closing the achievement gaps that exist between various subgroups. Instructional planning through our LEA goals ensures access for all students to the Common Core. Professional development centered upon best and current practices allows teachers to ensure the rigor needed for students to meet or exceed English Language Arts and mathematics standards. Refining the alignment of both instruction and assessments to the Common Core ensures that the district can make progress towards state and federal achievement targets. Sierra Sands continues to make significant progress during this unique and challenging area of education reform.

7. POLICY DEVELOPMENT AND REVIEW

7.1 Presentation of Board Bylaw 9100, Organization

<u>BACKGROUND INFORMATION</u>: The superintendent has reviewed selected board bylaws as a result of recommendations for revisions from the California School Boards Association (CSBA) policy service. All proposed bylaw revisions reflect recent changes in applicable state and/or federal laws and regulations.

<u>CURRENT CONSIDERATIONS</u>: Sierra Sands Unified School District does not currently have a board bylaw for school board organization. The proposed bylaw reflects education code pertaining to governing board annual organizational meetings prior to the end of each calendar year. Procedures are clearly outlined and identified according to recommendations by CSBA.

FINANCIAL IMPLICATIONS: None.

<u>SUPERINTENDENT'S RECOMMENDATION</u>: This is the first reading of Board Bylaw 9100, Organization and will be presented to the board for approval at the November 19, 2015 regular board meeting.

Board Bylaws BB 9100(a)

Organization

Annual Organizational Meeting

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from the date upon which a Board member elected at that election takes office. During non-election years, the meeting shall be held within the same 15-day period on the calendar. (Education Code 35143)

The day and time of the annual meeting shall be selected by the Board at its regular meeting held immediately prior to the first day of the 15-day period. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and memberselect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

- 1. Elect a president and a clerk and/or vice president from its members
- 2. Appoint the Superintendent as secretary to the Board
- 3. Authorize signatures
- 4. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

(cf. 9140 - Board Representatives)

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

Legal Reference:

EDUCATION CODE
5017 Term of office
35143 Annual organizational meeting date, and notice
35145 Public meetings
GOVERNMENT CODE
54953 Meetings to be open and public; attendance
ATTORNEY GENERAL OPINIONS
68 Ops. Cal. Atty. Gen. 65 (1985)
59 Ops. Cal. Atty. Gen. 619, 621-622 (1976)

Bylaw adopted: October 15, 2015

SIERRA SANDS UNIFIED SCHOOL DISTRICT Ridgecrest, California

- 8. PERSONNEL ADMINISTRATION
 - 8.1 CERTIFICATED PERSONNEL
 - 8.11 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***
 - 8.12 LEAVE OF ABSENCE
 - 8.13 EMPLOYMENT
 - 8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

- 8.2 CLASSIFIED PERSONNEL
 - 8.21 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***
 - 8.22 LEAVE OF ABSENCE
 - 8.23 EMPLOYMENT
 - 8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8.1 CERTIFICATED PERSONNEL

- 8.11 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***
- 8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Ann Ashton Early Start - SELPA Effective 9-14-15

Julia Eberhardt Kindergarten – Inyokern Effective 9-4-15

Timothy Wickersheim Science – Murray 9-21-15

Substitute Teachers for 2015-16 year: Jordan Covert Patti Keon Rosalind Ricks

Coaches for 2015-16 year: Phillip Teuscher

8.14 CHANGE OF STATUS

8.2 CLASSIFIED PERSONNEL

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

Sherry Chavez 2 hr. Paraprofessional/Workability – Murray Effective 10-2-15

Artemio Milagrosa* 8 hr. Auto/Diesel Mechanic I – Transportation Effective 10-2-15

Soledad Park 8 hr. School Office Manager – Faller Effective 10-2-15

Ewell Parsons 2 hr. Noon Duty Supervisor – Murray Effective 9-10-15

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Wendy Lillywhite 5 ½ hr. Paraprofessional – Gateway Effective 9-1-15

Sandra Smith 8 hr. School Office Manager – Gateway Effective 10-13-15

Student Food Service Workers for the 2015-2016 School Year: John Froehner

Student Workability Workers for the 2015-2016 School Year: Francis Abdi Denny Bartles Benjamin Covert Joseph Duval Aisa-Joyce Faumui

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Student Workability Workers for the 2015-2016 School Year:

Brandon Hu

Dani Jo Huddleston

Andrew Kiaha

Dylan Kirkpatrick

Jacqueline Kooima

Shalynn Matlock

Ricky McDermott

Devin McLaughlin

Christin Miller

Bailey Naill

Kristin Nance

Rochelle Rosario

Jordan Walp

Classified Substitutes for the 2015-2016 School Year:

Susana Aguilar

Crystal Avila

Jose Avina

Jerry Crow

Daloone Darilas

Jordan Ells

Esprit Frisbie

Lisa Gamboa

Heather Hiatt

James Merkel

James Wichkel

Rachel Nalley

Patricia Ottley

Sherri Prowse

8.24 CHANGE OF STATUS

Veronica Avina

From: 7 3/4 hr. School Bus Driver II – Transportation

To: 8 hr. School Bus Driver II – Transportation

Effective 10-1-15

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Aaron Christiansen

From: 8 hr. School Bus Driver I – Transportation To: 7 ½ hr. School Bus Driver I – Transportation Effective 10-1-15

Melanie Christy

From: 1 ¾ hr. Transportation Monitor – Transportation To: 2 ½ hr. Transportation Monitor – Transportation Effective 9-10-15

Yvonne (Bonnie) Cortez

From: 6 ¾ hr. School Bus Driver I – Transportation And: 1 ¼ hr. Transportation Monitor – Transportation To: 7 ½ hr. School Bus Driver I – Transportation Effective 10-1-15

Tracy Dorsey

From: 5 ¼ hr. School Bus Driver I – Transportation To: 7 ½ hr. School Bus Driver I – Transportation Effective 10-1-15

Susi Fairall

From: 6 ½ hr. School Bus Driver I – Transportation And: 1 ½ hr. Transportation Monitor – Transportation To: 7 ¼ hr. School Bus Driver I – Transportation Effective 10-1-15

Charisse MacGregor

From: 6 hr. Library Specialist – Faller To: 8 hr. School Office Manager – Faller Effective 10-1-15

Deborah Martin

From: 4 ¾ hr. School Bus Driver I – Transportation To: 7 ½ hr. School Bus Driver I – Transportation Effective 10-1-15

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Clara Miller

From: 5 ¼ hr. School Bus Driver I – Transportation And: 2 ¼ hr. Transportation Monitor - Transportation To: 7 ½ hr. School Bus Driver I – Transportation Effective 10-1-15

Vicki Peach

From: 8 hr. School Bus Driver II – Transportation To: 7 3/4 hr. School Bus Driver II – Transportation Effective 10-1-15

Lena Pokol

From: 5 ½ hr. Paraprofessional – James Monroe To: 6 hr. Paraprofessional – James Monroe Effective 8-17-15

Manuela Ponce

From: 5 ½ hr. Paraprofessional – Richmond To: 6 hr. Paraprofessional – Murray Effective 9-21-15

Cynthia Simmons

From: 7 ¾ hr. School Bus Driver I – Transportation To: 8 hr. School Bus Driver I – Transportation Effective 10-1-15

Russ Smith

From: 8 hr. Duplicating Tech/Repair Tech To: 8 hr. Computer Repair Technician Effective 10-1-15

Kelli Stewart

From: 6 hr. Paraprofessional – Murray To: 5 ½ hr. Paraprofessional – Richmond Effective 9-21-15

8. EDUCATIONAL ADMINISTRATION

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

<u>BACKGROUND INFORMATION</u>: 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.

<u>CURRENT CONSIDERATIONS:</u> Approval is requested for the district to submit a request to the Commission on Teacher Credentialing for a Variable Term Waiver in order that the district may assign the following individual for the 2015-16 school year:

 Variable Term Waiver – California Basic Skills Exam, Education and Specialist_Early Childhood Program for Ann Ashton, SELPA

FINANCIAL IMPLICATIONS: None.

<u>SUPERINTENDENT'S RECOMMENDATION:</u> Approve the submission of request for a Variable Term Waiver in order that the above named individual may be assigned in the designated position for the 2015-16 school year.

9. GENERAL ADMINISTRATION

9.1 Gifts to District

<u>CURRENT CONSIDERATIONS</u>: The following donations have been received: Ms. Robyn Newcomb made a cash donation of \$100 to be used by the Cross Country Team at Murray Middle School and Wyle donated miscellaneous office furniture with an estimated cash value of \$6,500 to be used at James Monroe Middle School.

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

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

9. GENERAL ADMINISTRATION

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, as Required by the Williams Act.

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

This procedure is intended to address all of the following:

- (1) A complaint related to instructional materials as follows:
 - (A) A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional material to use in class.
 - (B) A pupil does not have access to instructional materials to use at home or after school in order to complete required homework assignments.
 - (C) Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- (2) A complaint related to teacher vacancy or misassignment as follows:
 - (A) A semester begins and a certificated teacher is not assigned to teach the class.
 - (B) A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class. This subparagraph does not relieve a school district from complying with state or federal law regarding teachers of English learners.
 - (C) A teacher is assigned to teach a class for which the teacher lacks subject matter competency.
- (3) A complaint related to the condition of facilities that pose an emergency or urgent threat to the health or safety of pupils or staff as defined in paragraph (1) of subdivision (c) of Section 17592.72 and any other emergency conditions the school district determines appropriate.

<u>CURRENT CONSIDERATIONS</u>: There have been no complaints filed with the school district between July 1 and September 30, 2015 in any of the designated areas.

FINANCIAL CONSIDERATION: None.

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

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

District: Sierra Sands Unified School District

Person completing this form: Dave Ostash	Title: Assistant Sur	perintendent of Human Resources
Quarterly Report Submission Date:		April 1, 2016 (for period Jan 1 - Mar 31)
(check one)		July 1, 2015 (for period Apr 1 - Jun 30)
	XX	Oct 1, 2015 (for period Jul 1 – Sep 30)
		Jan 1, 2016 (for period Oct 1 - Dec 31)

Date for information to be reported publicly at governing board meeting: October 15, 2015

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

	Ernest M. Bell, Jr.	
	Print Name of District Superintendent	
· ·	Signature of District Superintendent	

9. GENERAL ADMINISTRATION

9.3 Authorization for Board Member Travel to the Annual School Trustees Fall Dinner Meeting on October 26, 2015 of the Kern County School Boards Association

<u>BACKGROUND INFORMATION</u>: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2015-16 travel budget for the board was approved for \$18,700.

<u>CURRENT CONSIDERATIONS</u>: The Annual School Trustees Fall Dinner Meeting of the Kern County School Boards Association and the Kern County Superintendent of Schools Office will be held on October 26, 2015 in Bakersfield. At this time, two board members may be attending.

$Dinner cost = 39.50×2	\$ 79.00
Rental Vehicle including tax	\$ 58.00
Fuel for Vehicle	\$ 25.00

Total Expense \$ 162.00

<u>FINANCIAL IMPLICATIONS</u>: The travel budget for the board for 2015-16 is \$18,700. To date, however, approximately \$10,217.72 has previously been approved.

<u>SUPERINTENDENT'S RECOMMENDATION</u>: 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.



Kern County School Boards Association 1300 17th Street - CITY CENTRE Bakersfield, CÁ 93301-4533 (661) 636-4624 www.kcsba.org

September 10, 2015

BLAINE GEISSEL
President
LINDA BRENNER
Vice President
DONALD COWAN
Secretary/Treasurer
LILLIAN TAFOYA
Past President
NSBA State Director
WILLIAM FARRIS
BARBARA METTLER
LINDA PAVLETICH
RICHARD TRAYNOR

CSBA Director, Region 12 Kern and Tulare Counties WILLIAM FARRIS

Delegate Assembly
PAM BAUGHER
LINDA BRENNER
DONALD COWAN
JEFF FLORES
TIM JOHNSON
ELIZABETH NATY
SANTANA-GARIBALDO
SCOTT STARKEY
MIKE WILLIAMS

To: Governing Board Members and School District Administrators

From: Blaine Geissel Christine Lizardi Frazier

Kern County School Boards Association Kern County Superintendent of Schools

Re: Annual School Trustees Fall Dinner Meeting of the Kern County School Boards Association and the Kern County Superintendent of Schools Office

The annual school trustees fall dinner meeting of the Kern County School Boards Association and the Kern County Superintendent of Schools Office will be held on Monday, October 26, 2015. Registration will begin at 5:15 p.m. Dinner will begin at 5:45 p.m. The event will be held at the DoubleTree Hotel located at 3100 Camino Del Rio Court, Bakersfield.

The keynote speaker will be Coach Jim White. Coach White is a living legend from McFarland. He shaped many young lives in his 20 years as coach of the cross-country team. Coach White led his teams to an unprecedented nine state championships while inspiring his runners to work hard and dream big. He will share his heartwarming message and the power we have as educators to shape young lives.

The annual election of members of the Kern County Committee on School District Organization will be held at this meeting. A representative from Supervisorial District 1 and District 5 shall be elected. Current incumbents from these districts are on the ballot for re-election: Ross Elliott-District 1 and Mike Shaw-District 5. It should be noted that only trustees in those supervisorial districts may nominate qualified persons residing in those districts for election to the committee.

Forms on which a registered voter may declare candidacy and forms that a trustee may use to nominate a qualified voter, with that person's consent, will be sent to school district offices. Forms are also available at the Kern County Superintendent of Schools Office. Declarations of candidacy for election should be returned to the Kern County Superintendent of Schools Office, attention Gaye Edwards, by 5 p.m. Friday, October 23, 2015.

The cost of the dinner will be \$39.50. Please select your entrée of either tequila lime marinated tri-tip or seared salmon filet. Checks should be made payable to the <u>Kern County School Boards Association</u> and mailed to 1300 17th Street, Bakersfield, CA 93301, attention Gaye Edwards. Reservations must be made and paid for in advance. No cancellations will be accepted after the deadline date of October 19, 2015. Please contact your district office to make reservations. If you have any questions, please contact Gaye Edwards at (661) 636-4624.

9. GENERAL ADMINISTRATION

9.4 Authorization for Board Member Travel to the High Desert SCC Fall Leadership Conference on November 20-22, 2015 in Las Vegas, Nevada

<u>BACKGROUND INFORMATION</u>: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2015-16 travel budget for the board was approved for \$18,700.

<u>CURRENT CONSIDERATIONS</u>: At the September 10, 2015 board meeting, Barb Walls, President of the Desert Area Teachers Association extended an invitation to the board to attend the High Desert SCC Fall Leadership Conference. The conference will be held November 20-22, 2015 in Las Vegas, Nevada. At this time, up to three board members may be attending.

Approximate travel costs for 3 board members:

Conference Registration - \$185 x 3	\$ 555.00
Hotel/taxes - \$123 per night x 3 nights	
x 3 members	\$1,107.00
Meals - \$50 per day x 3 days x 3 members	\$ 450.00
\$25 dinner on November 19 x 3	\$ 75.00
Vehicle Rental - \$58.00 daily	
including tax x 4 days	\$ 232.00
Fuel	\$ 100.00
Total Approximate Costs for 3 members	\$2,519.00

<u>FINANCIAL IMPLICATIONS</u>: The travel budget for the board for 2015-16 is \$18,700. To date, however, approximately \$10,379.72 has previously been approved.

<u>SUPERINTENDENT'S RECOMMENDATION</u>: 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.





To learn more about CTA Conferences, click the link below:

CTAGo.org

2015 High Desert Service Center Council **Fall Leadership Conference** November 20-22, 2015 The New Tropicana Las Vegas 3801 Las Vegas Blvd. S., Las Vegas, NV 89109 (800) 462-8767

The High Desert Service Center Council is privileged to again host its annual Fall Leadership Conference in Las Vegas, Nevada. The 2015 conference will include early bird Friday pre-sessions and 45 training sessions. Learn about negotiations, political action, tax fairness, organizing, membership, rep training, and so much more! Sessions will be aligned to the Strategic Plan and keynote speakers will include: CTA President Eric Heins and NEA Vice President Becky Pringle. Plan NOW to attend this informative and stimulating event!

Conference topics include:

- Bargaining Strategies for Success
- Social Media and Your Association
- Special Education- Empower Yourself Using Your Union to Advocate
- Building Membership in a Post-Agency Fee World
- Organizing Lessons from Norma Rae, Newsies, and Antz!
- Bullies in the Workplace
- Stress Reduction Activities to Use at Work, Home, and with Students
- Beginning Rep Training
- Grievance Training for Reps and Elected Leaders
- Education Inc. Profit, Politics and Public Education

Early Bird Conference Registration Rate: \$185 (rate increases to \$200) starting November 7, 2015)

REGISTER NOW for the Conference.

Make your hotel reservations now at the Tropicana Hotel in Las Vegas. The special CTA room rate is \$110.00 plus tax per night for Friday and Saturday and \$75.00 plus tax per night for Thursday and Sunday for single or double occupancy. The hotel cut-off date is Friday, October 30, 2015. You may make your hotel reservation online or call the hotel directly while registering for the conference.

Contact your local association president if you are interested in participating in this bigger-and-better-than-ever High Desert conference!

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

<u>BACKGROUND INFORMATION</u>: 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.

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

FINANCIAL IMPLICATIONS: None.

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



Capital Projects Report

tothe

Board of Trustees of the

Sierra Sands Unified School District

October 15, 2015



BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

· Address 500 E. French Ave. Ridgecrest, CA 93555

Project Maas Manager Steve Hubbard

Architect RBB Architects

Los Angeles, CA
Construction ProWest PCM

Manager



Fast Facts

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

Project Square Footage (GSF) 219,583 GSF (Rev.)

• Construction Mobilization..... November 2015 (Previously September 2015; DSA review delay)

Sustainable Features

Meets requirements of the National Environmental Policy Act





BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

DSA REVIEW PHASE Fast Financial Facts

•	Total Project Budget (TPB)	.\$31,909,274
•	Construction Budget @70% of TPB	\$22,336,491
•	Reserve for Soft Costs/Fees @ 30% TPB	.\$ 9,572,782
•	Encumbrances To Date	\$ 6,233,079
•	Percent Complete of Project Cost	. 19.5%
	Percent Complete of Construction	0%

Project Update

- Construction documents for Phase 1 remain in review at DSA; response from DSA now anticipated by 10-2-15.
- Re-review of Phase 1 approved by California Department of Education for redesign eliminating large Parking Lot and Admin Building.
- · Schematic Design in process for Phase 2 Redesign of Student Parking Lot and Admin Building.
- Bi-monthly Meeting with DSA conducted on 9-8-15.
- · Commencement of Construction now scheduled for early January 2016, due to delay in DSA approval.
- Execution of HVAC work in PAC scheduled for Summer 2016; bidding to be conducted in early Spring due to long lead for project materials and equipment; prior date of Sept 2015 delayed due to coordination with Modernization and DSA delay.





BURROUGHS HIGH SCHOOL

SCHEDULE: 12 MONTH

•DSA Back-check Submittal	06-17-15* (Prior 06-16-15)
*DSA back-check Submillar	06-17-13 (PHOLOG-16-13)

•DSA Plan Check Duration –8 weeks 09-25-15** (Prior 07-30-15)

•DSA Third Back-check 10-23-15 ** (Prior 09-10-15)

•Bid Advertisements (twice) 11-09-15 and 11-16-15** (Prior 09-14-15 and 09-21-15)

•Bidding Period 11-09-15 to 12-09-15** (Prior 09-16-15 to 10-14-15)

•Bid Notices of Intent 12-11-15** (Prior 10-14-15)

•Board Approval of Awards 12-15-15** (Prior 11-02-15)

•Notices to Proceed 12-16-15** (Prior 11-03-15)

•Submittal Review 12-21-15 thru 1-14-15** (Prior 11-11-15 thru 11-28-15)

•Construction Start (Mobilization) 12-28-15**(Prior 11-03-15)





^{*} Actual

^{**}Estimate based on further DSA delays anticipated

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

DSA REVIEW PHASE

Address 200 E. Drummond Ave.

Ridgecrest, CA 93555

Project Maas

Manager Steve Hubbard

Architect IBI Group

Bakersfield, CA
ProWest PCM

Construction Manager



Fast Facts

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

Project Square Footage (GSF) 67,896 GSF (Rev - originally 93,000 SF)

• Funding Source 80% DOD, 20% District Funds

• Construction Mobilization..... October 2015 (originally December 2014; Grant amended)

Sustainable Features

Meets requirements of the National Environmental Policy Act





MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

DSA REVIEW PHASEFast Financial Facts

•	Total Project Budget (TPB)	\$39,542,838
•	Construction Budget @ 70% TPB less demo .	\$24,479,986
•	Demolition Allowance for Old Murray	\$ 3,200,000
•	Reserve for Soft Costs/Fees @ 30% TPB	\$11,862,851
•	Encumbrances To Date	\$ 6,704,669
•	Percent Complete of Project Cost	16.9%
•	Percent Complete of Construction	0%

Project Update

- Plan revisions to reduce the cost of roadway changes and campus drive paving remain in discussion with City Planning Department; documents for site access improvements in City Right of Way remain rejected by City Manager.
- CEQA Initial Study and Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Plan (MMRP) approved by the Board; findings related to traffic control measures rejected by City of Ridgecrest.
- Removal Action Workplan (RAW) for soil remediation approved by Department of Toxic Substance Control (DTSC); implementation scheduled to commence 10-26-15.
- Next DSA and Navy review of plans and specifications will be for modular structures upon award of contracts and preparation of shop drawings.
- Review by other regulatory agencies remains in process including California Department of Education, and Office of Public School Construction.
- Bid Advertisements to be posted 9-4-15 and 9-12-15; Bid Opening scheduled for 10-6-15 through 10-8-15.
- Fee for Environmental Consultant oversight of Removal Action Workplan for contaminated soil received; amount less than previously approved at Feb Board.





MURRAY MIDDLE SCHOOL

SCHEDULE: 12 MONTH

•DSA Submittal 03-10-15

•DSA Commencement of Plan Check 04-22-15

•DSA Plan Check Submittal - Duration – 12 weeks 06-22-15* (prior was 07-22-15)

•DSA Back-check Review 08-17-15*

•Bid Advertisements (twice) 09-04-15 and 09-12-15* (prior was 08-31-15 and 09-08-15)

•Bidding Period 09-04-15 thru 10-08-15* (prior was 08-31-15 thru 09-25-15)

•Bid Notice of Intent 10-09-15* (prior was 10-02-15)

•Board Approval of Awards (Special) 10-22-15* (prior was regular 10-15-15)

•Site Soil Remediation and Approval 10-26-15 thru 12-18-15* (prior was 10-19-15 thru 12-11-15)

• Site Construction Start (Mobilization) 10-26-15 (prior was 11-15-15)

•Commence design of modular units 10-23-15* (prior was 10-15-15)

•DSA completion of review of modular unit design 06-23-16**(prior was 3-23-16)

•Commence construction of modular units 06-24-16**(prior was 3-24-16)

*Delay due to late DSA plan check

** Delay due to DSA assertion that plan check of deferred submittal would take lowest priority





HVAC REMEDIATION

PROJECT STATUS REPORT

DSA REVIEW PHASE

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



Fast Facts

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

· Total Project Budget	\$7,024,500
Project Square Footage (GSF)	Varies
Funding Source	Facilities Hardship /Siemens
Construction Mobilization	June 2016 (prior Sept 2015)*
Targeted Completion	Summer 2016 (prior Spring 2017)*

* District determined that construction must occur when school not in session. DSA Plan check delay resulted in missing Summer 2015 construction; next opportunity for construction is Summer 2016.

Meets requirements of the National Environmental Policy Act





HVAC REMEDIATION

PROJECT STATUS REPORT

DSA REVIEW PHASEFast Financial Facts

•	Total Project Budget	.\$7	,024,500
•	Construction Budget @ 70%	\$4	,917,150
•	Reserve for Soft Costs/Fees at 30%	\$2	,107,350
•	Encumbrances To Date	\$	852,597
•	Percent Complete of Project Cost	12	2.1%
•	Percent Complete of Construction	. O°	%

Project Update

- Correction of all prior BHS Open A# work as part of Modernization approved by DSA; prior A#'s retired.
- BHS PAC Air Handlers DSA Plan Check complete; project approved for construction
- James Monroe DSA Plan Check complete; project approved for construction.
- Mesquite DSA Plan Check complete; project approved for construction
- PAC HVAC Remediation DSA Plan Check complete; project approved for construction
- Delay in DSA plan check has caused delay of construction until Summer 2016.
- PAC and Mesquite to be bid at the same time as Burroughs Modernization as a single separate General Contractor project.
- Applications for State Facilities Hardship funds remain in process.





HVAC REMEDIATION

SCHEDULE:

•DSA Plan Check Commencement for Mesquite and PAC	04-14-15 and 04-29-15*
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•DSA Plan Check Duration – Estimated 8 weeks each Phase	08-03-14 thru 07-24-15*
(as each phase design was completed)	

*Diu Auvenisemenis (iwice)	 Bid Advertisements (tw 	vice)	02-08-16 and 02-15-16**	(Prior 07-13-15 and 07-20-1
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 Bidding Period 	02-08-16 to 03-01-16** (Prior 07-13-15 to	08-28-15)

•Bid Notices of Intent	03-01-16** (Prior 09-08-15)

•Board Approval of Awards 03-10-16** (prior 11-02-15)

•Notices to Proceed 03-11-16**(Prior 11-03-15)

•Submittal Review 03-22-16 thru 04-05-16**(prior 11-11-15 thru 11-28-15)

•Construction Start (Mobilization) 05-30-16***(Prior 09-14-15)





^{*} Actual

^{**} Changes due to inclusion in Burroughs Modernization bidding and delay in DSA plan check process.

^{***} Construction start to coincide with school recess summer of 2016.

10. CONSTRUCTION ADMINISTRATION

10.2 Approval to Enter into an Agreement for Materials Testing and Special Inspector Services for the New Murray Middle School Project

<u>BACKGROUND INFORMATION:</u> In response to a grant received from the Department of Defense (DOD) – Office of Economic Adjustment (OEA), the district ultimately will commence construction of the new Murray Middle School. As a requirement of the Division of the State Architect, the district must commission the services of materials testing laboratories and special inspectors to test, observe and report on the construction process requiring specialized inspection and testing.

<u>CURRENT CONSIDERATION</u>: At the special board meeting of August 6, 2014, district staff was given approval to enter into negotiations with BSK Associates for materials testing and special inspector services for Murray Middle School. Negotiations were delayed, due to the necessity to redesign the project in order to achieve budget. The design and construction documents for the project are now complete and approved by Division of the State Architect (DSA). Therefore, with guidance from counsel, an agreement has been reached with BSK Associates, upon approval of the board.

<u>FINANCIAL IMPLICATIONS:</u> The fixed fee amount of the agreement for the new Murray Middle School project will be \$117,484.00. The district plans to use DoD grant fund sources for 80% of the contract, as well as several other fund sources including Fund 35 and IKSFA for the remaining 20% required to be provided by the district.

<u>SUPERINTENDENT'S RECOMMENDATION:</u> It is recommended that the agreement for materials testing and special inspector services with BSK Associates in support of the new Murray Middle School project be approved as negotiated.



700 22nd Street Bakersfield CA 93301 P 661.327.0671 F 661.324.4218 www.bskassociates.com

VIA EMAIL: ppence@ssusd.org

August 28, 2015

BSK Proposal CB15-6983

Pamela Pence Sierra Sands unified School District 113 Felspar Avenue Ridgecrest, California 93555

SUBJECT:

Proposal for Construction Materials Testing and Inspection Services

S.S.U.S.D. - New Murray Middle School

200 East Drummond Avenue Ridgecrest, California 93555 DSA Application No.: 03-116198

DSA File No.: 15-42

Dear Ms. Pence;

We are pleased to submit this proposal to provide construction materials testing and inspection services for the New Murray Middle School project in Ridgecrest, California.

Our scope of services for this project will include building and site work soil compaction testing, grading observation / foundation inspection by licensed geotechnical engineer, flat work and drive area concrete sampling, HMA placement observation and sampling, HMA aggregate sampling, HMA coring, laboratory testing, and report preparation. Our scope of services will not include structural concrete sampling, concrete batch plant inspection, welding inspection, high strength bolting inspection, post installed anchor testing, masonry inspection, or environmental testing of import soil. If you should need the services we have excluded, please contact us, so we can amend this proposal.

For your approval, we have included our cost estimate for this <u>prevailing wage</u> project. We will charge our services on a time-and-materials basis in accordance with these unit fees. We did not account for delays of which we have no control, such as, but not limited to, retests and reinspections, contractor schedule, contractor means and methods, or number workers on contractor crew. We will separate retests and reinspections on our invoices.

If you find our *Proposal* and *General Conditions for Construction Materials Engineering & Testing Services* acceptable, please sign the *Agreement for Construction Materials Testing Services* and return to our Bakersfield office. Upon execution of the *Agreement*, we will return a copy to you.

We look forward to working with you on this project. If you have questions, please call.

Respectfully submitted, BSK Associates

Michael Collins Project Manager On-Man Lau, P.E., G.E. Bakersfield Branch Manager

2 Man Lan

Attachments

- 1. Agreement for Construction Materials Testing Services
- Cost Estimate
- 3. General Conditions for Construction Materials Engineering & Testing Services



Agreement for Construction Materials Testing Services

District, hereinaf	ter referred to as "Client", and BSK Associates	15 is by and between Sierra Sands Unified School, hereinafter referred to as "Engineer". Engineer ccordance with its Proposal No. CB15-6983 dated
THE PROJECT is g	enerally described as:	
	Construction Materials Testing and Inspection S.S.U.S.D. – New Murray Middle School 200 East Drummond Avenue Ridgecrest, California 93555 DSA Application No.: 03-116198 DSA File No.: 15-42	Services
THIS AGREEMENT	consists of the following documents that are in	corporated herein by reference:
	 Proposal No. CB15-6983 dated August 28, 3 Agreement for Construction Services; and General Conditions for Construction Mater 	
understanding be integrated herein except by an Ag	etween the parties, and any negotiations, pro and to be superseded by this Agreement. T	reference, represents the entire Agreement and oposals or oral agreements are intended to be his Agreement may not be modified or altered, if representatives of both parties hereto, which
	Client	Engineer
Party:		BSK Associates
Ву:		On-Man Lau, PE, GE
Title		Bakersfield Branch Manager
Signature	2:	
Dato		



Project: Sierra Sands - New Murray Middle School

Cost Estimate

	Hours/Items	Rate	Cost	Subtotal
Field Work	St. Basella .		-	// II Dell'
Building and Site Work Soil Compaction Testing	700	\$93	\$65,100	
Grading Observation / Foundation Inspection by Licensed Geotechnical Engineer	100	\$140	\$14,000	
Site Flat Work & Drive Area Concrete Sampling	100	\$93	\$9,300	
HMA Placement Observation and Sampling	24	\$93	\$2,232	
HMA Aggregate Sampling	12	\$93	\$1,116	
HMA Coring	12	\$93	\$1,116	
			Subtotal	\$92,864
aboratory Testing				
Compressive Strength of Concrete Sample	6	\$85	\$510	
Soil Maximum Density Curve (4 inch diameter mold)	20	\$120	\$2,400	
oil Maximum Density Curve (6 inch diameter mold)	2	\$150	\$300	
mport Soil_#200 Wash (one borrow site only)	1	\$50	\$50	
mport Soil_Expansion Index (one borrow site only)	1	\$150	\$150	
mport Soil_Corrosion Analysis (one borrow site only)	1	\$150	\$150	
IMA Aggregate_Sieve Analysis	2	\$140	\$280	
IMA_Theoretical maximum Density	2	\$130	\$260	
IMA _Binder Content by Ignition Oven	2	\$160	\$320	
IMA _Ignition Oven Correction Factor	1	\$300	\$300	
HMA_Stability	2	\$60	\$120	
IMA Core Bulk Specific Gravity	6	\$30	\$180	
			Subtotal	\$5,020
Office Work				
leport Preparation by Clerical Staff	80	\$50	\$4,000	
eport Review by Project Manager	40	\$120	\$4,800	
Report Review by Geotechnical Engineer	40	\$140	\$5,600	
			Subtotal	\$14,400
Per Diem	40	\$130	\$5,200	
			Subtotal	\$5,200
			Estimated Fee	\$117,484

We did not account for delays for which we have no control, such as, but not limited to, retests, contractor schedule, contractor means and methods, or number workers on contractor crew. We will separate retests and reinspections on our invoices.

GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES

1. DEFINITIONS

- 1.1 Contractor. The contractor or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project for which Company is providing Services under this Agreement.
 - 1.2 Day(s). Calendar day(s) unless otherwise stated.
- 1.3 Hazardous Materials. Any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.
- 1.4 Inspection (or Observation). Visual determination of conformance with specific or, on the basis of Company's professional judgment, general requirements.
- 1.5 Services. The professional services provided by Company under this Agreement, including all services described in the SCOPE OF SERVICES included in Exhibit A, and any written Task Order or amndment to this Agreement.
- 1.6 Testing. Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.
- 1.7 Work. The labor, materials, equipment and services of Contractor.

2. SCOPE OF SERVICES

- 2.1 Services Provided; Independent Contractor. Company will provide construction materials engineering and testing services as set forth in the SCOPE OF SERVICES in Exhibit A. Company will perform its Services under this Agreement as an independent contractor.
- 2.2 Authority of Company. Company will report observations and data to the Client. Company will report any observed work to the Client or Client's representative, which, in Company's opinion, does not conform with plans, specifications, and codes applicable to the Project. Company has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client.
- 2.3 Referenced Standards. Company will perform all standard tests, inspections and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards.
- 2.4 Variation of Material Characteristics and Conditions. Observations and standardized sampling, inspection and testing procedures employed by Company will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed.

Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Company, even if performed on a continuous basis, should not be interpreted to mean that Company is observing, verifying, testing or inspecting all materials on the Project. Company is responsible only for those data, interpretations, and recommendations regarding the actual materials construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Company may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

- 2.5 Changes in Scope. Client may request changes in the Scope of Services in Exhibit A. Such changes, including any change in Company's compensation or time of performance, which are mutually agreed upon by Company and Client, will be incorporated in written amendments to this Agreement. No change will be effective unless it is in writing and signed by Client and Company, or if made orally, confirmed by the parties in writing within 10 days.
- 2.6 Excluded Services. Company's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES in Exhibit A. Client expressly releases any claim against Company relating to any additional Services that Company recommended, but that Client either did not authorized or instructed Company not to perform.

3. PAYMENTS TO COMPANY

- 3.1 Basic Services. Company will perform all Services set forth in the Scope of Services and Schedule of Charges for the amount(s) set forth therein. Company will give Client at least 30 days advance notice of any changes to its standard rates. Unless Client objects in writing to the amended fee structure within 30 days of notification, it will be incorporated into this Agreement and will supersede any prior fee structure.
- 3.2 Additional Services. Any Services performed under this Agreement, except those Services expressly identified otherwise in the attached SCOPE OF SERVICES in Exhibit A, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.
- 3.3 Estimate of Fees. Company will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Company. Client recognizes that unforeseen circumstances along with changes in scope and schedule can influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to

General Conditions for Construction Materials Engineering & Testing @ 2007 All Rights Reserved

Revised Feb 2013 Page GC-1 of 5 exceed" limitation indicates that Company will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so, but is not a guarantee that the Services will be completed for that amount.

- 3.4 Rates. Client will pay Company at the rates set forth in the SCHEDULE OF CHARGES in Exhibit A, which is subject to periodic review and amendment, as appropriate to reflect Company's then-current fee structure.
- 3.5 Prevailing Wages. Unless Client specifically informs Company in writing that prevailing wage regulations cover the Project and the Scope of Services in Exhibit A identifies it as covered by such regulations, Client hereby releases and agrees to reimburse Company for any liability and costs it may incur resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
- 3.6 Payment Timing; Late Charge. Company will submit invoices to Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon presentation, and any amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at 1-1/2% per month or the maximum legal rate, whichever is lower. The failure by Client to pay Company within thirty (30) days of date of invoice will constitute a substantial failure of Client to perform under this Agreement. Client will reimburse Company for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount.
- 3.7 Payment Disputes. If Client objects to any portion of an invoice, Client must so notify Company in writing within 10 days of the invoice date, identify the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount.

4. PERFORMANCE STANDARD

- 4.1 Professional Standards. Company will perform the Services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the Services are performed. No other representation, express or implied, and no warranty or guarantee is included or intended by this Agreement or any report, opinion, document, or other instrument of service.
- 4.2 Sampling, Inspection & Test Locations. Unless specifically stated otherwise, the Scope of Services in Exhibit A does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Company will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of

Services, and this Agreement does not include repair of such damage unless specifically stated in the SCOPE OF SERVICES in Exhibit A.

- 4.3 Sample Disposal. Company will dispose of all samples after submission of the report covering those samples. Company will provide further storage or transfer of samples only upon Client's prior written request and agreement on appropriate compensation.
- 4.4 Buried Utilities & Structures; Property Restoration. If the Services require borings, test pits or other invasive exploratory work, Client will provide Company with all information in its possession regarding the location of underground utilities and structures. Company will contact an appropriate utility locator and take into consideration utility locations shown on drawings provided to Company by the Client to reduce the risk of damage or injury to underground structures, pipelines and utilities. The Client agrees to hold Company harmless for any damage to underground structures or utilities that are not called to its attention or are not correctly shown on plans or drawings furnished for the purpose of locating such structures and utilities. If Client desires Company to restore the property to its former condition or better, Company will provide the additional Services at an additional cost.

5. CONTRACTOR'S PERFORMANCE

Company is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Company will not supervise or direct Contractor's Work, nor be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Client understands and agrees that Contractor, not Company, has sole responsibility for the safety of persons and property at the Project Site.

6. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

- 6.1 Access. Grant or obtain free access to the Project Site for all equipment and personnel necessary for Company to perform its Services under this Agreement.
- 6.2 Representative. Designate a representative for notices and information pertaining to the Services, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client may change its representative by written notice.
- 6.3 Information. Supply to Company all information and documents relevant to the Services. Company may rely upon such information without independently verifying its accuracy. Client will notify Company of any known potential or possible health or safety hazard regarding the materials to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.
- 6.4 Project Information. Client agrees to provide Company within 7 days after written request, a correct statement of the recorded legal title to the property on which

the Project is located and the Client and/or Owner's interest therein.

7. CHANGED CONDITIONS

If Company discovers conditions or circumstances that it did not contemplate ("Changed Conditions") at the time of this Agreement, it will give Client written notice of the Changed Conditions. Client and Company will then negotiate an appropriate amendment to this Agreement. If they cannot agree upon an amendment within 30 days after the notice, Company may terminate this Agreement and be compensated as set forth in Section 12, "Suspension & Delay; Termination."

8. CERTIFICATIONS

Client will not require Company to execute any certification regarding Services performed or Work tested or observed unless: 1) Company believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Company believes that the Services performed and Work tested or observed meet the criteria of the certification; and 3) Company has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Company is limited to the expression of a professional opinion based upon the Services performed by Company, and does not constitute a warranty or guarantee, either express or implied. Client agrees not to condition the resolution of any dispute upon Company signing a certification.

9. ALLOCATION OF RISK

9.1 Limitation of Remedy. The total cumulative liability of Company, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Company Entities") to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Company under this Agreement or \$50,000, whichever is less. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Company's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Company and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Company's fcc, provided that the parties amend this Agreement in writing, as provided in Section 14.3 "Modification of This Agreement."

9.2 Indemnification of Client. Subject to the terms and limitations of this Agreement, Company will indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and defense costs) and other losses (collectively "Losses") to the extent caused by Company's negligence in performance of this Agreement. Company's defense obligation under this indemnity paragraph is limited to the reimbursement of reasonable defense costs to the extent of the Company's actual indemnity obligation hereunder.

- 9.3 Indemnification of Company. Client will indemnify and hold harmless Company Entities from and against any and all Losses except to the extent caused by the sole negligence of Company Entities. In addition, except to the extent caused by Company's negligence, Client will defend, indemnify and hold harmless Company Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Materials.
- 9.4 No Personal Liability. Client and Company intend that Company's Services will not subject Company's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Company" on the first page of this Agreement.
- 9.5 Consequential Damages. Neither Client nor Company will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.
- 9.6 Continuing Agreement. The provisions of this Section 9, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 9 will apply to such Services as if the parties had executed an amendment.

10. INSURANCE

- 10.1 Company's Insurance. If reasonably available, Company will maintain the following coverages:
- 10.1.1 Statutory Workers' Compensation/Employer's Liability Insurance;
- 10.1.2 Commercial General Liability Insurance with a combined single limit of \$1,000,000;
- 10.1.3 Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,
- 10.1.4 Professional Liability Insurance in amounts of at least \$1,000,000 per claim and annual aggregate.
- 10.2 Client's Insurance. As appropriate, Client will obtain Builder's Risk or other property insurance to protect it from injury or damage to the Project, and which waives all rights of subrogation against Company. Proceeds from such insurance will be held by Client as trustee and will be payable to Company as its interests appear.

10.3 Certificates of Insurance. Upon request, Company and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required under this Agreement shall contain a waiver of subrogation.

11. OWNERSHIP AND USE OF DOCUMENTS

- 11.1 Company Documents. Unless otherwise agreed in writing, all documents and information prepared by Company including, but not limited to, reports, boring logs, maps, field data, field notes, drawings and specifications, test data and other similar instruments of service (collectively "Documents") are the property of Company. Company has the right, in its sole discretion, to dispose of or retain the Documents.
- 11.2 Client Documents. All documents provided by Client will remain the property of Client. Company will return all such documents to Client upon request, but may retain copies for its files.
- 11.3 Use of Documents. Except as otherwise agreed to by Client and Company, all Documents prepared by Company are solely for use by Client and will not be provided by either party to any other person or entity without Company's prior written consent.
- 11.3.1 Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with this Project for which the Services are provided, including without limitation design and licensing requirements of the Project.
- 11.3.2 Use by Company. Company retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services and the right to use the Documents for any purpose.
- 11.4 Electronic Media. Company may agree at Client's request to provide Documents and information in an electronic format as a courtesy. However, the paper original issued by Company will remain the final product of the Services. Company makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.
- 11.5 Unauthorized Use. No party other than Client may rely on the Documents without Company's prior written consent and receipt of additional compensation. Client waives any and all claims against Company resulting from the unauthorized use or alteration of Documents by Client or any party obtaining them through Client. Client will defend, indemnify and hold harmless Company from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents without having obtained Company's prior written consent.

12. SUSPENSION & DELAY; TERMINATION

12.1 Suspension & Delay. Client may, upon 10 days written notice at any time, suspend Company's Services. Company may terminate this Agreement if Client suspends the Services for more than 60 days, in which case Client will pay Company as provided in Section 12.4. If Client suspends the Services, or

- if Client or others delay Company's Services, Client and Company agree to equitably adjust the time for completion of the Services and Company's compensation for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, and any charges incurred by Company for demobilization and subsequent remobilization.
- 12.2 Termination for Convenience. Company and Client may terminate this Agreement for convenience upon 10-days written notice delivered or mailed to the other party.
- 12.3 Termination for Cause. In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 10 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.
- 12.4 Payment on Termination. Following termination other than for Company's breach of this Agreement, Client will pay Company for the Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Company's thencurrent SCHEDULE OF CHARGES in Exhibit A.
- 12.5 Force Majeure. In the event that Company is prevented from completing performance of its obligations under this Agreement by adverse weather or other occurrence beyond the control of Company, then Company will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the Agreement, the schedules will be equitably adjusted.

13. DISPUTES

- 13.1 Mediation. All disputes between Company and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. No action or suit may be commenced unless the parties fail to conduct the mediation within 45 days after service of notice; or mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.
- 13.2 Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located.
- 13.3 Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Company's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

14. MISCELLANEOUS

- 14.1 Assignment and Subcontracts. During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Company may subcontract for the services of others without obtaining Client's consent if Company deems it necessary or desirable for others to perform certain Services.
- 14.2 Integration and Severability. This Agreement reflects the parties' entire agreement with respect to its terms and limitations and supersedes all prior agreements, written and oral. If any portion of this Agreement is found void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.
- 14.3 Modification of This Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

- 14.4 Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.
- 14.5 Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.
- 14.6 Waiver. The waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.
- 14.7 Precedence. These GENERAL CONDITIONS take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Company's Services.
- 14.8 Incorporation of Provisions Required By Law. Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its enterity herein.

End of General Conditions

10. CONSTRUCTION ADMINISTRATION

10.3 Approval to Enter into an Agreement for Materials Testing and Special Inspector Services for Soil Compaction Testing at the New Murray Middle School Site

<u>BACKGROUND INFORMATION:</u> In response to a grant received from the Department of Defense (DOD) – Office of Economic Adjustment (OEA), the district ultimately will commence construction of the new Murray Middle School. The Division of the State Architect requires that the district commission the services of materials testing laboratories and special inspectors to test, observe, and report on the construction process requiring specialized inspection and testing. Since the method of remediation for contaminated soil on site is encapsulation, all contaminated soil and backfilled soil must be tested for compaction to avoid subsidence of the site.

<u>CURRENT CONSIDERATION</u>: At the special board meeting of August 6, 2014, district staff was given approval to enter into negotiations with BSK Associates for standard materials testing and special inspector services for Murray Middle School. The testing requirement in the soil remediation process will necessitate additional inspection services.

<u>FINANCIAL IMPLICATIONS</u>: The fixed fee amount for the additional testing and inspection services for the Murray Middle School soil remediation project will be \$57,740.00. The district plans to use both DoD grant fund sources for 80% of the contract, as well as several other fund sources including Fund 35 and IKSFA for the remaining 20% required to be provided by the district.

<u>SUPERINTENDENT'S RECOMMENDATION:</u> It is recommended that the agreement for materials testing and special inspector services for soil backfill compaction testing with BSK Associates in support of the new Murray Middle School project be approved as negotiated.



700 22nd Street Bakersfield CA 93301 P 661.327.0671 F 661.324.4218 www.bskassociates.com

VIA EMAIL: ppence@ssusd.org

September 14, 2015

BSK Proposal CB15-12369

Pamela Pence Sierra Sands unified School District 113 Felspar Avenue Ridgecrest, California 93555

SUBJECT:

Proposal for Construction Materials Testing and Inspection Services

S.S.U.S.D. - New Murray Middle School - Contaminated Soil Compaction Testing

200 East Drummond Avenue Ridgecrest, California 93555 DSA Application No.: 03-116198

DSA File No.: 15-42

Dear Ms. Pence;

We are pleased to submit this proposal to provide construction materials testing and inspection services for the New Murray Middle School – Contaminated Soil Compaction Testing project in Ridgecrest, California.

Our scope of services for this project will include soil compaction testing for backfill of contaminated soil, laboratory testing, and report preparation.

For your approval, we have included our cost estimate for this <u>prevailing wage</u> project. We will charge our services on a time-and-materials basis in accordance with these unit fees. We did not account for delays of which we have no control, such as, but not limited to, retests and reinspections, contractor schedule, contractor means and methods, or number workers on contractor crew. We will separate retests and reinspections on our invoices.

If you find our *Proposal* and *General Conditions for Construction Materials Engineering & Testing Services* acceptable, please sign the *Agreement for Construction Materials Testing Services* and return to our Bakersfield office. Upon execution of the *Agreement*, we will return a copy to you.

We look forward to working with you on this project. If you have questions, please call.

Respectfully submitted,

BSK Associates

Michael Collins

Construction Services Group Manager

On-Man Lau, P.E., G.E. Bakersfield Branch Manager

ma Xa

Attachments

- 1. Agreement for Construction Materials Testing Services
- 2. Cost Estimate
- 3. General Conditions for Construction Materials Engineering & Testing Services



Agreement for Construction Materials Testing Services

District, hereinat	fter referred to as "Client", and BSK A m the services set forth in this Agreen	2015 is by and between Sierra Sands Unified School associates, hereinafter referred to as "Engineer". Engineer nent in accordance with its Proposal No. CB15-12369 dated
THE PROJECT is g	generally described as:	
	Construction Materials Testing and In S.S.U.S.D. – New Murray Middle Scho 200 East Drummond Avenue Ridgecrest, California 93555 DSA Application No.: 03-116198 DSA File No.: 15-42	nspection Services pool – Contaminated Soil Compaction Testing
THIS AGREEMEN	T consists of the following documents t	that are incorporated herein by reference;
	 Proposal No. CB15-12369 dated S Agreement for Construction Service General Conditions for Construction 	
understanding b integrated hereil except by an A	etween the parties, and any negotian and to be superseded by this Agre-	nerein by reference, represents the entire Agreement and ations, proposals or oral agreements are intended to be ement. This Agreement may not be modified or altered, authorized representatives of both parties hereto, which
	Client	Engineer
Party:		BSK Associates
Ву:		On-Man Lau, PE, GE
Title		Bakersfield Branch Manager
Signatur	e:	
Date:		



Project: Sierra Sands - New Murray Middle School - Contaminated Soil Compaction Testing

Cost Estimate

	Hours/Items	Rate	Cost	Subtotal
Field Work				
Contaminated Soil Backfill Compaction Testing	480	\$93	\$44,640	
			Subtotal	\$44,640
Laboratory Testing				
oil Maximum Density Curve (4 inch diameter mold)	10	\$120	\$1,200	
			Subtotal	\$1,200
Office Work				
Report Preparation by Clerical Staff	30	\$50	\$1,500	
Report Review by Project Manager	20	\$120	\$2,400	
Report Review and Site Visit by Geotechnical Engineer	20	\$140	\$2,800	
			Subtotal	\$6,700
Per Diem	40	\$130	\$5,200	
			Subtotal	\$5,200
			Estimated Fee	\$57,740

We did not account for delays for which we have no control, such as, but not limited to, retests, contractor schedule, contractor means and methods, or number workers on contractor crew. We will separate retests and reinspections on our invoices.

GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES

1. DEFINITIONS

- 1.1 Contractor. The contractor or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project for which Company is providing Services under this Agreement.
 - 1.2 Day(s). Calendar day(s) unless otherwise stated.
- 1.3 Hazardous Materials. Any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.
- 1.4 Inspection (or Observation). Visual determination of conformance with specific or, on the basis of Company's professional judgment, general requirements.
- 1.5 Services. The professional services provided by Company under this Agreement, including all services described in the SCOPE OF SERVICES included in Exhibit A, and any written Task Order or amndment to this Agreement.
- 1.6 Testing. Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.
- 1.7 Work. The labor, materials, equipment and services of Contractor.

2. SCOPE OF SERVICES

- 2.1 Services Provided; Independent Contractor. Company will provide construction materials engineering and testing services as set forth in the SCOPE OF SERVICES in Exhibit A. Company will perform its Services under this Agreement as an independent contractor.
- 2.2 Authority of Company. Company will report observations and data to the Client. Company will report any observed work to the Client or Client's representative, which, in Company's opinion, does not conform with plans, specifications, and codes applicable to the Project. Company has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client.
- 2.3 Referenced Standards. Company will perform all standard tests, inspections and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards.
- 2.4 Variation of Material Characteristics and Conditions.
 Observations and standardized sampling, inspection and testing procedures employed by Company will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed.

Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Company, even if performed on a continuous basis, should not be interpreted to mean that Company is observing, verifying, testing or inspecting all materials on the Project. Company is responsible only for those data, interpretations, and recommendations regarding the actual materials construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Company may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

- 2.5 Changes in Scope. Client may request changes in the Scope of Services in Exhibit A. Such changes, including any change in Company's compensation or time of performance, which are mutually agreed upon by Company and Client, will be incorporated in written amendments to this Agreement. No change will be effective unless it is in writing and signed by Client and Company, or if made orally, confirmed by the parties in writing within 10 days.
- 2.6 Excluded Services. Company's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES in Exhibit A. Client expressly releases any claim against Company relating to any additional Services that Company recommended, but that Client either did not authorized or instructed Company not to perform.

3. PAYMENTS TO COMPANY

- 3.1 Basic Services. Company will perform all Services set forth in the SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein. Company will give Client at least 30 days advance notice of any changes to its standard rates. Unless Client objects in writing to the amended fee structure within 30 days of notification, it will be incorporated into this Agreement and will supersede any prior fee structure.
- 3.2 Additional Services. Any Services performed under this Agreement, except those Services expressly identified otherwise in the attached Scope of Services in Exhibit A, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.
- 3.3 Estimate of Fees. Company will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Company. Client recognizes that unforeseen circumstances along with changes in scope and schedule can influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to

GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING © 2007 All Rights Reserved

Revised Feb 2013 Page GC-1 of 5 exceed" limitation indicates that Company will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so, but is not a guarantee that the Services will be completed for that amount.

- 3.4 Rates. Client will pay Company at the rates set forth in the SCHEDULE OF CHARGES in Exhibit A, which is subject to periodic review and amendment, as appropriate to reflect Company's then-current fee structure.
- 3.5 Prevailing Wages. Unless Client specifically informs Company in writing that prevailing wage regulations cover the Project and the Scope of Services in Exhibit A identifies it as covered by such regulations, Client hereby releases and agrees to reimburse Company for any liability and costs it may incur resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
- 3.6 Payment Timing; Late Charge. Company will submit invoices to Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon presentation, and any amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at 1-1/2% per month or the maximum legal rate, whichever is lower. The failure by Client to pay Company within thirty (30) days of date of invoice will constitute a substantial failure of Client to perform under this Agreement. Client will reimburse Company for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount.
- 3.7 Payment Disputes. If Client objects to any portion of an invoice, Client must so notify Company in writing within 10 days of the invoice date, identify the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount.

4. PERFORMANCE STANDARD

- 4.1 Professional Standards. Company will perform the Services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the Services are performed. No other representation, express or implied, and no warranty or guarantee is included or intended by this Agreement or any report, opinion, document, or other instrument of service.
- 4.2 Sampling, Inspection & Test Locations. Unless specifically stated otherwise, the SCOPE OF SERVICES in Exhibit A does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Company will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of

Services, and this Agreement does not include repair of such damage unless specifically stated in the SCOPE OF SERVICES in Exhibit A.

- 4.3 Sample Disposal. Company will dispose of all samples after submission of the report covering those samples. Company will provide further storage or transfer of samples only upon Client's prior written request and agreement on appropriate compensation.
- 4.4 Buried Utilities & Structures; Property Restoration. If the Services require borings, test pits or other invasive exploratory work, Client will provide Company with all information in its possession regarding the location of underground utilities and structures. Company will contact an appropriate utility locator and take into consideration utility locations shown on drawings provided to Company by the Client to reduce the risk of damage or injury to underground structures, pipelines and utilities. The Client agrees to hold Company harmless for any damage to underground structures or utilities that are not called to its attention or are not correctly shown on plans or drawings furnished for the purpose of locating such structures and utilities. If Client desires Company to restore the property to its former condition or better, Company will provide the additional Services at an additional cost.

5. CONTRACTOR'S PERFORMANCE

Company is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Company will not supervise or direct Contractor's Work, nor be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Client understands and agrees that Contractor, not Company, has sole responsibility for the safety of persons and property at the Project Site.

6. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

- 6.1 Access. Grant or obtain free access to the Project Site for all equipment and personnel necessary for Company to perform its Services under this Agreement.
- 6.2 Representative. Designate a representative for notices and information pertaining to the Services, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client may change its representative by written notice.
- 6.3 Information. Supply to Company all information and documents relevant to the Services. Company may rely upon such information without independently verifying its accuracy. Client will notify Company of any known potential or possible health or safety hazard regarding the materials to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.
- 6.4 Project Information. Client agrees to provide Company within 7 days after written request, a correct statement of the recorded legal title to the property on which

the Project is located and the Client and/or Owner's interest therein.

7. CHANGED CONDITIONS

If Company discovers conditions or circumstances that it did not contemplate ("Changed Conditions") at the time of this Agreement, it will give Client written notice of the Changed Conditions. Client and Company will then negotiate an appropriate amendment to this Agreement. If they cannot agree upon an amendment within 30 days after the notice, Company may terminate this Agreement and be compensated as set forth in Section 12, "Suspension & Delay; Termination."

8. CERTIFICATIONS

Client will not require Company to execute any certification regarding Services performed or Work tested or observed unless: 1) Company believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Company believes that the Services performed and Work tested or observed meet the criteria of the certification; and 3) Company has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Company is limited to the expression of a professional opinion based upon the Services performed by Company, and does not constitute a warranty or guarantee, either express or implied. Client agrees not to condition the resolution of any dispute upon Company signing a certification.

9. ALLOCATION OF RISK

- 9.1 Limitation of Remedy. The total cumulative liability of Company, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Company Entities") to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Company under this Agreement or \$50,000, whichever is less. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Company's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Company and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Company's fee, provided that the parties amend this Agreement in writing, as provided in Section 14.3 "Modification of This Agreement."
- 9.2 Indemnification of Client. Subject to the terms and limitations of this Agreement, Company will indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and defense costs) and other losses (collectively "Losses") to the extent caused by Company's negligence in performance of this Agreement. Company's defense obligation under this indemnity paragraph is limited to the reimbursement of reasonable defense costs to the extent of the Company's actual indemnity obligation hereunder.

- 9.3 Indemnification of Company. Client will indemnify and hold harmless Company Entities from and against any and all Losses except to the extent caused by the sole negligence of Company Entities. In addition, except to the extent caused by Company's negligence, Client will defend, indemnify and hold harmless Company Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Materials.
- 9.4 No Personal Liability. Client and Company intend that Company's Services will not subject Company's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Company" on the first page of this Agreement.
- 9.5 Consequential Damages. Neither Client nor Company will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.
- 9.6 Continuing Agreement. The provisions of this Section 9, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 9 will apply to such Services as if the parties had executed an amendment.

10. INSURANCE

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- 10.1.1 Statutory Workers' Compensation/Employer's Liability Insurance;
- 10.1.2 Commercial General Liability Insurance with a combined single limit of \$1,000,000;
- 10.1.3 Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,
- 10.1.4 Professional Liability Insurance in amounts of at least \$1,000,000 per claim and annual aggregate.
- 10.2 Client's Insurance. As appropriate, Client will obtain Builder's Risk or other property insurance to protect it from injury or damage to the Project, and which waives all rights of subrogation against Company. Proceeds from such insurance will be held by Client as trustee and will be payable to Company as its interests appear.

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- 11.1 Company Documents. Unless otherwise agreed in writing, all documents and information prepared by Company including, but not limited to, reports, boring logs, maps, field data, field notes, drawings and specifications, test data and other similar instruments of service (collectively "Documents") are the property of Company. Company has the right, in its sole discretion, to dispose of or retain the Documents.
- 11.2 Client Documents. All documents provided by Client will remain the property of Client. Company will return all such documents to Client upon request, but may retain copies for its files.
- 11.3 Use of Documents. Except as otherwise agreed to by Client and Company, all Documents prepared by Company are solely for use by Client and will not be provided by either party to any other person or entity without Company's prior written consent.
- 11.3.1 Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with this Project for which the Services are provided, including without limitation design and licensing requirements of the Project.
- 11.3.2 Use by Company. Company retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services and the right to use the Documents for any purpose.
- 11.4 Electronic Media. Company may agree at Client's request to provide Documents and information in an electronic format as a courtesy. However, the paper original issued by Company will remain the final product of the Services. Company makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.
- rely on the Documents without Company's prior written consent and receipt of additional compensation. Client waives any and all claims against Company resulting from the unauthorized use or alteration of Documents by Client or any party obtaining them through Client. Client will defend, indemnify and hold harmless Company from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents without having obtained Company's prior written consent.

12. SUSPENSION & DELAY; TERMINATION

12.1 Suspension & Delay. Client may, upon 10 days written notice at any time, suspend Company's Services. Company may terminate this Agreement if Client suspends the Services for more than 60 days, in which case Client will pay Company as provided in Section 12.4. If Client suspends the Services, or

- if Client or others delay Company's Services, Client and Company agree to equitably adjust the time for completion of the Services and Company's compensation for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, and any charges incurred by Company for demobilization and subsequent remobilization.
- 12.2 Termination for Convenience. Company and Client may terminate this Agreement for convenience upon 10-days written notice delivered or mailed to the other party.
- 12.3 Termination for Cause. In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 10 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.
- 12.4 Payment on Termination. Following termination other than for Company's breach of this Agreement, Client will pay Company for the Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Company's thencurrent SCHEDULE OF CHARGES in Exhibit A.
- 12.5 Force Majeure. In the event that Company is prevented from completing performance of its obligations under this Agreement by adverse weather or other occurrence beyond the control of Company, then Company will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the Agreement, the schedules will be equitably adjusted.

13. DISPUTES

- 13.1 Mediation. All disputes between Company and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. No action or suit may be commenced unless the parties fail to conduct the mediation within 45 days after service of notice; or mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.
- 13.2 Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located.
- 13.3 Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Company's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

14. MISCELLANEOUS

- 14.1 Assignment and Subcontracts. During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Company may subcontract for the services of others without obtaining Client's consent if Company deems it necessary or desirable for others to perform certain Services.
- 14.2 Integration and Severability. This Agreement reflects the parties' entire agreement with respect to its terms and limitations and supersedes all prior agreements, written and oral. If any portion of this Agreement is found void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.
- 14.3 Modification of This Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

- 14.4 Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.
- 14.5 Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.
- 14.6 Waiver. The waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.
- 14.7 Precedence. These GENERAL CONDITIONS take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Company's Services.
- 14.8 Incorporation of Provisions Required By Law. Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its enterity herein.

End of General Conditions

11. BUSINESS ADMINISTRATION

11.1 Approval to Ratify Settlement Between the State Teachers Retirement System and Sierra Sands Unified School District

BACKGROUND INFORMATION: In the 2010-11 school year the State Teachers Retirement System (STRS) began an audit of our district and in December 2013 the final audit report was received. The STRS audit report provided that the district incorrectly reported compensation to the STRS defined benefit program which caused the monthly retirement benefits of the retired members identified in the audit report to be incorrect. As the district had acted in good faith in assigning the then current coding to the earnings and the district did not agree with the assessment of how the compensation should be coded, district staff communicated these issues to STRS. The final audit included a notice to the district of its right to appeal the audit finding and request an administrative hearing. As communications with STRS did not achieve the desired results the district asked counsel to request an administrative hearing on behalf of the employees which led to an appeal of the finding in the report.

<u>CURRENT CONSIDERATIONS</u>: A settlement agreement between STRS and the district was reached and signed off on September 9, 2015. The settlement language effectively changes the benefit designation of the members mentioned in the audit report from a defined benefit supplemental account to a defined benefit account as part of their base salary used for calculating monthly retirement benefit. The district was required to make the necessary changes within 30 days and re-report the earnings as prescribed in the settlement agreement.

<u>FINANCIAL IMPLICATIONS</u>: There are no financial implications to accepting the settlement.

<u>SUPERINTENDENT'S RECOMMENDATION</u>: It is recommended that the board ratify the settlement agreement between STRS and the district as presented.

CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM 1 GABOR MOROCZ, SBN 143992 Assistant Chief Counsel 2 SCOTT A. TAYLOR, SBN 236306 Senior Counsel 3 P.O. Box 15275 MS03 Sacramento, CA 95851-0275 4 Telephone Number: (916) 414-1724 5 Facsimile Number: (916) 414-1723 6 Attorneys for Complainant 7 8 BEFORE THE 9 TEACHERS' RETIREMENT BOARD OF THE STATE OF CALIFORNIA 10 11 IN THE MATTER OF WHETHER SIERRA Case No. APL20140313-0000648 SANDS UNIFIED SCHOOL DISTRICT 12 INCORRECTLY REPORTED COMPENSATION TO CALSTRS SETTLEMENT AGREEMENT 13 SIERRA SANDS UNIFIED SCHOOL 14 DISTRICT, 15 Respondent. 16 17 This Settlement Agreement ("Agreement") is entered into by and between Sierra Sands 18 Unified School District ("District" or "Respondent") and the California State Teachers' 19 Retirement System ("CalSTRS" or "Complainant"). The District and CalSTRS may jointly be 20 referred to as the "Parties" or individually as a "Party." 21 Upon CalSTRS' acceptance of this signed Agreement and, if applicable, after the 22 Respondent has fulfilled its obligations under this Agreement, the appropriate procedures will be 23 implemented to fulfill CalSTRS' obligations under this Agreement. 24 FACTUAL BACKGROUND 25 1. The District is an employing agency for which creditable service is performed 26 subject to coverage by the plan. 27

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- 2. CalSTRS Audit Services Division conducted an audit of the District covering the period of July 1, 2007 through June 30, 2010; however, the audit period was expanded to include the 2004-05 and 2005-06 school years.
 - 3. On June 28, 2013, CalSTRS issued its Draft Audit report to the District.
- 4. The Draft Audit report provided that the District incorrectly reported compensation to the CalSTRS Defined Benefit ("DB") Program, which caused the monthly retirement benefits of the retired members, identified in the Draft Audit report, to be overstated by approximately \$15 to \$258 per month for performing extra-duties, and/or receiving a retirement incentive payment between the 2004-05 through 2009-10 school years.
- 5. In a letter dated September 23, 2013, the District disagreed with Finding 1 of the Draft Audit report, arguing that it reasonably relied on "guidance and instructions issued by CalSTRS" to determine those payments should be reported to the DB Program.
- 6. On December 13, 2013, CalSTRS issued its Final Audit report in which CalSTRS upheld its finding that the District incorrectly reported (coded) compensation to the CalSTRS DB Program. The Final Audit included a notice to the District of its right to appeal the audit finding and request an administrative hearing.
- 7. Based on CalSTRS' Final Audit report pertaining to the reporting of Department Chair for Karen Smith her final three-year compensation was reduced in 2005-06 from \$59,646 to \$58,896; in 2006-07 from \$75,354 to \$74,604; in 2007-08 from \$79,062 to \$78,312, and her monthly modified retirement allowance decreased from \$2,782.95 to \$2,719.40. The monthly overpayments accumulated retroactively from her retirement date of July 2008 through March 2014 totaled \$4,228.10, and since June 1, 2014, CalSTRS has been recovering the overpayments from Ms. Smith's monthly benefit at a rate of five percent.
- 8. Based on CalSTRS' Final Audit report pertaining to the reporting of the SELPA workshop for Robert Foster during the 2007-08 school year his final three-year compensation was reduced from \$62,185 to \$62,135, and his monthly modified retirement allowance was decreased from \$1,647.06 to \$1,629.86. The monthly overpayments accumulated retroactively from his retirement date of June 2008 through March 2014 totaled \$1,156.20, which CalSTRS

began recovering from Mr. Foster's monthly benefit on June 1, 2014, at a rate of five percent, and as of March 2015 was paid in full.

- 9. Based on CalSTRS' Final Audit report pertaining to the reporting of the Site-Level Technology Assistant for Thomas Ganner during the 2005-06 and 2006-07 school years his final three-year compensation was reduced in 2005-06 from \$55,088 to \$53,088; in 2006-07 from \$58,812 to \$56,812, and his monthly modified retirement allowance decreased from \$856.94 to \$827.51. The monthly overpayments accumulated retroactively from his retirement date of June 2008 through March 2014 totaled \$1,980.82, and since June 1, 2014, CalSTRS has been recovering the overpayments from Mr. Ganner's monthly benefit at a rate of five percent.
- Department Chair and Link Crew Advisor for Patricia Slobodnik during the 2006-07 and 2007-08 school years her final three-year compensation was reduced in 2006-07 from \$74,256 to \$71,756; in 2007-08 from \$79,090 to \$77,590, and her monthly modified retirement allowance decreased from \$3,253.13 to \$3,180.50. The monthly overpayments accumulated retroactively from her retirement date of June 2008 through March 2014 totaled \$6,664.44, and since June 1, 2014, CalSTRS has been recovering the overpayments from Ms. Slobodnik's monthly benefit at a rate of five percent.
- 11. Based on CalSTRS' Final Audit report pertaining to the reporting of the Program Specialist position for Susan Ernst her annual compensation earnable for the 2007-08 school year was reduced. However, because she is currently an active member and not retired, there is no monthly benefit amount impacted.
- 12. Based on CalSTRS' Final Audit report pertaining to the reporting of the Early Start Program Coordinator position for Dorothea Cornell, her annual compensation earnable for the 2007-08 school year was reduced. However, there is no impact to her monthly benefit amount, because her benefit is calculated using her highest one-year final compensation from the 2013-14 school year.
- 13. Based on CalSTRS' Final Audit report pertaining to the reporting of ten extra days for the Program Specialist position for Karen Manatt during the 2006-07 school year her

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final one-year compensation was reduced in 2006-07 from \$78,566 to \$74,566, and her monthly modified retirement allowance decreased from \$3,726.78 to \$3,537.03. The monthly overpayments accumulated retroactively from her retirement date of June 2007 through March 2014 totaled \$20,468.87 and since June 1, 2014, CalSTRS has been recovering the overpayments from Ms. Manatt's monthly benefit at a rate of five percent.

- As of August 1, 2015, Karen Smith's remaining overpayment balance is 14. \$1,629.82, Robert Foster has no remaining overpayment balance, Thomas Ganner's remaining overpayment balance is \$458.63, Patricia Slobodnik's remaining overpayment balance is \$3,278.81, and Karen Manatt's remaining overpayment balance is \$16,118.53.
- In a letter dated March 10, 2014, the Respondent requested a hearing at the Office 15. of Administrative Hearings to appeal CalSTRS' December 13, 2013 Final Audit report pertaining only to the extra duties portion of Finding 1.
- In order to avoid the extensive time and costs of an administrative proceeding 16. and/or litigation of this matter, the Parties understand, acknowledge and agree to the terms of this Agreement and will settle, release, and forever discharge one another to the terms below

SETTLEMENT

In consideration of the foregoing promises and other good and valuable consideration, the Parties hereby agree as follows:

In exchange for the Respondent dismissing its appeal with prejudice, within 30 17. days of the effective date of this agreement, the Respondent will re-report Karen Smith's Department Chair duties for the 2005-06, 2006-07, and 2007-08 school years from her DBS account to her DB account as special compensation. Once the contributions have been rereported, Ms. Smith's annual compensation earnable will increase to approximately \$59,646 for 2005-06, \$75,354 for 2006-07, and \$79,062 for 2007-08, retroactive to her July 1, 2008 date of retirement. Ms. Smith's modified benefit will be readjusted by CalSTRS from her current benefit amount of \$2,768.84 to approximately \$2,798.29. As a result, an underpayment in the estimated amount of \$2,363.33 will be created, and applied to the remaining overpayment

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balance of \$1,629.82, resulting in an estimated net underpayment in the amount of \$733.51 owed to Ms. Smith.

- 18. Within 30 days of the effective date of this agreement, the District will re-report Robert Foster's SELPA workshop duties for the 2007-08 school year from his DBS account to his DB account as special compensation. Once the contributions have been re-reported, Mr. Foster's annual compensation earnable for the 2007-08 school year will increase to approximately \$62,185, retroactive to his June 6, 2008 date of retirement. Mr. Foster's modified benefit will be readjusted by CalSTRS from his current benefit amount of \$1,659.49 to approximately \$1,659.96. As a result, an underpayment in the estimated amount of \$37.66 will be created, and applied to the remaining overpayment balance of \$0.00, resulting in an estimated net underpayment in the amount of \$37.66 owed to Mr. Foster.
- 19. Within 30 days of the effective date of this agreement, the District will re-report Thomas Ganner's Site-Level Technology Assistant duties for the 2005-06 and 2006-07 school years from his DBS account to his DB account as special compensation. Once the contributions have been re-reported, Mr. Ganner's annual compensation earnable for the 2005-06 and 2006-07 school years will increase to approximately \$55,088 for 2005-06 and \$58,812 for 2006-07, retroactive to his June 7, 2008 date of retirement. Mr. Ganner's modified benefit will be readjusted by CalSTRS from his current benefit amount of \$842.56 to approximately \$862.17. As a result, an underpayment in the estimated amount of \$1,588.46 will be created, and applied to the remaining overpayment balance of \$458.62, resulting in an estimated net underpayment in the amount of \$1,129.84 owed to Mr. Ganner.
- 20. Within 30 days of the effective date of this agreement, the District will re-report Patricia Slobodnik's Department Chair and Link Crew Advisor duties for the 2006-07 and 2007-08 school years from her DBS account to her DB account as special compensation. Once the contributions have been re-reported, Ms. Slobodnik's annual compensation for the 2006-07 and 2007-08 school years will increase to approximately \$74,256 for 2006-07 and \$79,090 for 2007-08, retroactive to her June 7, 2008 date of retirement. Ms. Slobodnik's modified benefit will be readjusted by CalSTRS from her current benefit amount of \$3,212.18 to approximately

\$3,271.37. As a result, an underpayment in the estimated amount of \$4,793.57 will be created, and applied to the remaining overpayment balance of \$3,278.81, resulting in an estimated net underpayment in the amount of \$1,514.76 owed to Ms. Slobodnik.

- 21. Within 30 days of the effective date of this agreement, the District will re-report Susan Ernst's Program Specialist position for the 2007-08 school year from her DBS account to her DB account as part of her regular salary. There is no monthly benefit amount impacted, because she is still an active member and not retired.
- 22. Within 30 days of the effective date of this agreement, the District will re-report Dorothea Cornell's Early Start Program Coordinator position for the 2007-08 school year from her DBS account to her DB account as part of her regular salary. There is no impact to her monthly benefit amount, because her benefit calculation utilizes the 2013-14 school year as her highest annual compensation earnable. As a result of this re-reporting an underpayment to her Defined Benefit Supplement account may create, which would be paid to Ms. Cornell.
- 23. Within 30 days of the effective date of this agreement, the District will re-report Karen Manatt's ten extra days for the Program Specialist position for the 2006-07 school year from her DBS account to her DB account as part of her regular salary. Once the contributions have been re-reported, Ms. Manatt's annual compensation for the 2006-07 school year will increase to approximately \$78,566 for 2006-07, retroactive to her June 12, 2007 date of retirement. Ms. Manatt's modified benefit will be readjusted by CalSTRS from her current benefit amount of \$3,537.03 to approximately \$3,726.78. As a result, an underpayment in the estimated amount of \$17,345.60 will be created, and applied to the remaining overpayment balance of \$16,118.53, resulting in an estimated net underpayment in the amount of \$1,227.07 owed to Ms. Manatt.
- 24. Additionally, CalSTRS agrees to waive any penalties typically associated with late reporting of contributions, contingent upon the District's compliance in re-reporting all the contribution lines for the members identified above in paragraphs 7 through 13 and 17 through 23 for the various compensation and school years identified above. The District acknowledges that penalties may automatically be billed to it and that CalSTRS agrees to process the waiver of

these penalties as part of its regular dispute process, the processing of which will be at a time reasonably convenient for CalSTRS.

25. While Respondent appealed the extra duties portion of Finding 1, the seven members identified in this Settlement Agreement as referenced in paragraphs 7 through 13 and 17 through 23 did not appeal the December 13, 2013 CalSTRS Final Audit Report and are not a party to this action.

RELEASE

- 26. The Parties hereby release, acquit, and forever discharge the other Party, their employees, representatives, and board members from any and all claims, demands, actions, causes of action, suits, obligations, controversies, expenses, costs, and fees of any type or nature whatsoever, in equity or at law, by statute or common law, relating to the Dispute.
- 27. The Parties certify that each has read section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties hereby waive application of section 1542 of the California Civil Code.

GENERAL TERMS

The Parties acknowledge and agree to the following general terms:

- 28. Each Party has read this Agreement, knows and understands the contents of the Agreement, fully understands and appreciates the words and terms and effect of this Agreement, and executes this Agreement freely, knowingly, voluntarily, and without coercion. The Respondent specifically acknowledges and declares that it has had a full and fair opportunity to consult with legal counsel regarding the Respondent's dispute with Complainant and the terms of this Agreement.
- 29. If the facts under which this Agreement is executed are later found to be different from the facts now believed to be true, the Parties expressly accept and assume the risk of such

possible difference in facts and agree that this Agreement shall be and remain effective notwithstanding such difference in facts.

- 30. This Agreement, its existence, or terms shall not be taken or construed to be an admission of error, fault, liability, or wrongdoing of any sort on the part of either Party under any governing authority.
- 31. This Agreement constitutes a compromise of disputed claims involving legal and factual questions and issues, and this Agreement shall not operate as a policy directive or be considered precedential or binding upon CalSTRS in future matters, nor will these terms act as a justification for any party or their representative for similar terms in a subsequent matter.
- 32. This Agreement shall be interpreted neutrally in accordance with the plain meaning of the language contained herein. This Agreement is the product of mutual negotiation and preparation and, accordingly, shall not be deemed to have been prepared or drafted by either party.
- 33. The Respondent is responsible for its own tax liabilities (whether under state or federal law) that may result from this Agreement. CalSTRS does not make any representation or warranties as to the tax implications of entering into this Agreement, the terms of which shall not be interpreted as tax advice. The Parties have been given full and fair opportunity to consult with financial advisors regarding the terms of this Agreement and any tax consequences.
- 34. CalSTRS reserves the right to calculate all aspects of the member's benefit in accordance with the Teachers' Retirement Law.
- 35. This Agreement may be a public record, and could be disclosed to the public pursuant to the California Public Records Act.
- 36. This Agreement is in lieu of, supersedes and extinguishes all other agreements, negotiations, understandings, and representations that may have been made or entered into by and between the Parties, and constitutes the entire Agreement between the Parties. This Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of the Parties.

- 37. The terms of this Agreement shall be binding upon the Parties to this Agreement and upon their representatives, successors, heirs, descendants, issue, and assigns.
- 38. Each Party shall bear its own attorney's fees, expenses, and costs in relation to this matter.
 - 39. Any dispute regarding this Agreement will be venued in Sacramento, California.
- 40. This Agreement shall be governed under the laws of the State of California. In the event any portion of this Agreement is deemed to be unenforceable, or is in conflict with applicable law, the remainder of this Agreement shall be enforced and shall remain in full force and effect.
- 41. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same Agreement, notwithstanding that the signatures of each Party or their respective representatives do not appear on the same page of this Agreement. Copies of signatures have the same validity and effect as original signatures.

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	42. The "effective date" of this Agreement is the date on which it is signed by the last				
	Party referred to below.				
	APPROVED AS TO CONTENT AND TO FORM:				
	4				
;	RESPONDENT				
	Date: 9 9 15				
2	Ernest M. Bell, Jr., Superintendent Sierra Sands Unified School District				
380: {					
9	Date: 9/9/15 Law Eusen				
10	By: Larry Jensen, Chief Auditor				
11	California State Teachers' Retirement System COMPLAINANT				
12					
13	Date: 9-9-15 By: Andrew Roth				
14	Benefits and Services Executive Officer California State Teachers' Retirement System				
15	APPROVED AS TO FORM ONLY:				
16	ATTROVED AS TO FORM ONLY:				
17	Date: 9.9.15 Dan Kan				
18	By: Dean Adams Fagen Friedman & Fulfrost LLP				
19	Counsel for Respondent,				
20	Sierra Sands Unified School District				
21	Date: 9/9/15 Statt Jaylor				
22	By: Scott Taylor, Senior Counsel For California State Teachers' Retirement System				
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Settlement Agreement: SIERRA SANDS UNIFIED SCHOOL DISTRICT

12.1 Approval of "A" and "B" Warrant

<u>CURRENT CONSIDERATIONS</u>: "A" and "B" warrants released in September, 2015 are submitted for approval. "A" warrants totaled \$2,503,041.14. "B" warrants totaled \$755,885.81.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

<u>SUPERINTENDENT'S RECOMMENDATION</u>: Approve "A" and "B" warrants for September, 2015 as presented.

This list represents the "A" and "B" warrants released during the month of Sept **2015** The "A" and "B" warrant registers are available in the business office for your review.

RECOMMENDED ACTION: Approve "A" and "B" warrants as presented.

"A" WARRANTS

Type of Payroll	<u>Amount</u>
End of month certificated	\$1,814,783.65
End of month classified	\$603,366.06
10th of month certificated	\$46,256.83
10th of month classified	\$38,634.60
Total "A" Warrants	\$2 503 041 14

"B" WARRANTS

	BWAKKANIO
Register Number	<u>Amount</u>
39	\$234,852.88
40	Food Service
41	\$29,270.16
42	Aug
43	\$63,595.36
44	\$28,512.03
45	Food Service
46	\$73,391.25
47	\$7,861.16
48	\$89,076.88
49	\$43,132.06
50	\$10,470.00
51	\$50,777.85
52	\$90,951.37
53	\$20,000.00
54	Food Service
55	\$7,766.95
56	\$6,227.86
57	
58	
59	
60	

Total "B" Warrants \$755,885.81

12.2 Approval for the Burroughs High School Band to attend an Out of State Trip to Washington, D.C. to Participate in the National Independence Day Parade on July 4, 2016

<u>BACKGROUND INFORMATION</u>: Board approval is required when students travel out of state on school activities.

<u>CURRENT CONSIDERATIONS</u>: The Burroughs High School Band has been nominated by Congressman Kevin McCarthy and subsequently asked to represent California and perform in the 2016 Independence Day Parade. The band will march in the parade and also enjoy visiting Washington, D.C. and surrounding areas. The travel package will be arranged through Music Celebrations International and students will stay 4 to a hotel room for 5 nights. A minimum of 1 adult (25 years or older) chaperone for every 10 performers is required. Approximately 45 music students and 5 adults will attend.

<u>FINANCIAL IMPLICATIONS</u>: All transportation, lodging, and other considerations will be paid by individual families with help from the BHS Music Boosters.

<u>SUPERINTENDENT'S RECOMMENDATION</u>: It is recommended that the board approve the travel for the BHS Band to attend the out of state trip to Washington, D.C. from July 3-8, 2016.



The

Ridgecrest High School Band

is cordially invited to apply to be a representative of

California

in performance at the

National Independence Day ParadeTM

July 4th, 2016 Historic Constitution Avenue *in* Washington, D.C.

National Independence Day ParadeTM

a division of Diversified Events, L.L.C.

1440 So. Priest Dr., Suite 102 Tempe, AZ 85281 800.395.2036 www.july4thparade.com info@july4thparade.com



1001 N. Fillmore Street, #1776 Arlington, VA 22201 800.395.2036 www.july4thparade.com info@july4thparade.com

July 16, 2015

Simon Austin, Band Director **Burroughs High School** 500 French Avenue Ridgecrest, CA 93555

Dear Mr. Austin,

We are pleased to invite the **RIDGECREST HIGH SCHOOL BAND** to apply to participate in the **NATIONAL INDEPENDENCE DAY PARADE** in Washington, D.C. on July 4, 2016.

The National Independence Day Parade is proud to join with the United States Department of the Interior and the National Park Service in extending this invitation.

By accepting this invitation you are offering your musicians a once in a lifetime opportunity to experience the following:

- ★ The nation's capital on July 4th
- ★ The chance to be a part of the National Independence Day Parade
- ★ Unparalleled educational opportunities
- ★ The excitement of the televised National Symphony concert on the Capitol Lawn
- ★ Spectacular fireworks and the memories of a lifetime.

Music Celebrations International personnel have been organizing parades and concert tours of exceptional quality throughout the world for over 25 years. Our professional and experienced staff will handle all of your travel arrangements and accommodations down to the last detail. Rest assured that the prices we offer cover the cost of everything that will enable your group to have a successful and memorable concert tour experience.

Thank you for your interest in the National Independence Day Parade. We look forward to associating with you in this special opportunity.

Sincerely yours,

John P. Wiscombe

President

2016 NATIONAL INDEPENDENCE DAY PARADE Cost Estimate RIDGECREST HIGH SCHOOL BAND

The price is based on the number of paying participants in each 54 seat motorcoach staying in quad occupancy. Please contact Music Celebrations International for more details.

3 nights / 4 days w	3 nights / 4 days with <u>scheduled airline carrier</u>		45-49 Paying (+2 free)	40-44 Paying (+2 free)
3 Star Quality Hotel (Hampton Inn, Holiday Inn, or similar) Deluxe Continental Buffet Breakfasts	Including roundtrip airfare:	\$1,310	\$1,344	\$1,385
	Self-Arranged Airfare:	\$835	\$869	\$910
4 Star Quality Hotel	Including roundtrip airfare:	\$1,350	\$1,384	\$1,426
(Hilton, Marriott, Sheraton, or similar) Full American Buffet Breakfasts	Self-Arranged Airfare:	\$875	\$909	\$951

Transportation (airfare and/or chartered bus) is priced as of July 16, 2015, and is subject to change. Airline surcharges for weekend (Fri, Sat, or Sun) and holiday travel may apply. Fuel surcharges for coaches may apply.

These costs are based on group payments made by organization check or cash-equivalent to qualify for our lowest discounted prices. If you choose to have MCI handle the accounting and payment processing for each individual on tour, a 5% accounting fee applies.

Longer and shorter tour options, with or without additional performance opportunities, are available.

Please complete the enclosed *Application Form* and return it with your \$1500 non-refundable application deposit to Music Celebrations International so that we may review your application. Upon acceptance, we will immediately begin work on the logistical and performance arrangements for your parade tour. We'll contact you within a few days to confirm your receipt of this material and address any questions you might have. In the meantime, you are welcome to contact us toll free at 1-800-395-2036. We look forward to associating with you in this special performance opportunity.



2016 NATIONAL INDEPENDENCE DAY PARADE Cost Inclusions & Exclusions RIDGECREST HIGH SCHOOL BAND

COST INCLUSIONS

- ❖ PARADE ARRANGEMENTS: All arrangements for the 4th of July Parade by the NIDP and a professional team including hundreds of volunteers from the Washington, DC area.
- ❖ AIRLINE TRANSPORTATION: Round-trip transportation by scheduled airline carrier from Los Angeles, CA. Air fares are subject to change pending space availability at the time of group booking.
 - Includes up to \$75 for U.S. Government airline taxes, fees and estimated fuel surcharge.
 - **COACH TRANSPORTATION:** Local coach transportation on arrival, and available for the entire tour.
- **❖ ACCOMMODATIONS:** Hotel accommodations, based on quad occupancy. <u>City center accommodations are available at a supplement upon request.</u>

		Triple Supplement	Double Supplement	Single Supplement
3 nights / 4 days	3 Star Quality Hotel:	\$30	\$91	\$272
5 mgms / 4 days	4 Star Quality Hotel:	\$38	\$116	\$348

- ❖ MEALS: Two meals per day plus one box lunch (as noted in the Tour itinerary) including breakfast and dinner. Please note that breakfast is not included on day of arrival and dinner is not included on day of departure.
- **❖ TOUR MANAGEMENT:** One full-time, professionally-licensed Tour Manager on each motorcoach who meets the group upon arrival and remains until departure to guide all excursions, maximize use of time, and enhance the educational value.
- **ENTRANCE FEES:** Entrances are included to all sights listed on the Tour itinerary.
- **T-SHIRTS:** One souvenir NIDP T-shirt for each participant.
- **PHOTO VIDEO:** One souvenir photo video for each participant.
- **FREE TRIPS:** One free trip (based on double occupancy) for each 20 paying participants; i.e., the 21st, 42nd, etc. participant travels free of charge.
- **GRATUITIES:** Tips and taxes are paid to Tour Managers, local coach drivers, and hotel personnel.
- ❖ LIABILITY INSURANCE: \$2M MCI Tour Liability Insurance coverage. Only MCI arranged services (motorcoach, flights, guides, hotels, etc.) will be covered under MCI's Tour Liability Insurance.
- **❖ TRAVEL INSURANCE:** Individual travel insurance coverage is included in all MCI programs with MCI arranged airline transportation.
 - Summary of coverage: \$10,000 Travel Accident
- \$1,000 Medical Expense
- \$300 Baggage Coverage
- \$600 Trip Cancellation/Interruption/Delay

COST EXCLUSIONS

- ❖ Instrument rental, if needed.
- Transportation to and from departure airport.
- Airline luggage fees.
- Difference between current and actual costs for airline taxes and the estimated fuel surcharge, if applicable.



12.3 Approval of Recommendations for Expulsion, Expulsion Case #02 1516

<u>BACKGROUND INFORMATION</u>: Education code requires the board to take final action on recommendations for expulsion.

<u>CURRENT CONSIDERATIONS</u>: Board approval is requested for the following expulsion case:

<u>Expulsion Case #02 1516</u>: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2015-16 fall semester and the 2015-16 spring semester, however, suspending the spring semester allowing student to enroll in a SSUSD school in January 2016 under a behavior contract. During the term of expulsion, student will receive instruction through the Independent Study program.

FINANCIAL CONSIDERATIONS: None.

<u>SUPERINTENDENT'S RECOMMENDATION</u>: Approve the recommendation for expulsion, Expulsion Case #02 1516 as presented.

12.4 Approval of Recommendation of Administrative Hearing Panel Regarding Enrollment Request from a Student Expelled from Another District, Case #D01 1516

<u>BACKGROUND INFORMATION</u>: Education code requires the board to take final action on recommendations for enrollment of a student expelled from another district.

<u>CURRENT CONSIDERATIONS</u>: Board approval for enrollment is requested for the following student expelled from another district:

<u>CASE # D01 1516</u>: As determined by an administrative hearing panel, the student's admission to a Sierra Sands school would not pose a continuing danger to district students or employees. The recommendation is that Case #D01 1516 be permitted to conditionally enroll in Sierra Sands Unified School District for the remainder of the fall 2015-16 semester under the terms in the behavior contract.

FINANCIAL IMPLICATIONS: None.

<u>SUPERINTENDENT'S RECOMMENDATION</u>: Approve the recommended action of the administrative hearing panel to accept the conditional enrollment of Case #D01 1516 allowing the student to enroll under the terms of the behavior contract.