

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Regular Meeting**

**NOVEMBER 19, 2015  
Ridgecrest City Council Chambers  
100 West California Avenue  
[www.ssusd.org](http://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  
Michael Scott, Vice President/Clerk  
Student Member, Naya Taylor

Ernest M. Bell, Jr., Superintendent

**MOMENT OF SILENCE**

**1. ADOPTION OF AGENDA**

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

**2. APPROVAL OF MINUTES of the regular and special meetings of October 15, 2015 and the special meeting of October 26, 2015.**

**3. PROGRAMS AND PRESENTATIONS**

- James Monroe Middle School: Hail to the American Educator

**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
- November Newsletter
- Petroglyph Festival

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Adoption of Board Bylaw 9100, Organization

7.2 Approval of Revisions to Board Policy 5141.31 and Review of Administrative Regulation 5141.31, Immunizations

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 Approval of Resolution #12 1516, Teachers Teaching Out of Their Major/Minor Field or Area

8.4 Approval of Incentive for Early Notification of Retirement for 2015-16

9. GENERAL ADMINISTRATION

9.1 Gifts to District

9.2 Designation of Date and Time of the Organizational Meeting of the Board

9.3 Nominations for Representatives to the California School Boards Association (CSBA)

9.4 Discussion on Delegate Assembly Agenda Item

9.5 Authorization for Board Member Travel

9.6 Appointment of Student Member to the Board of Education for the 2015-16 School Year Spring Semester

## 10. CONSTRUCTION ADMINISTRATION

- 10.1 Report to the Board: Construction Activities and Issues
- 10.2 Approval of Agreement with T. Lindsay Inc., DBA Performance Electric for Site Electrical Trades at the New Murray Middle School Site
- 10.3 Approval of Agreement with Innovative Construction Solutions for Soil Remediation, Earthwork, and Site Demotion at the New Murray Middle School Site
- 10.4 Approval of Agreement with Kerns, Inc. for Site Utilities and Associated Work at the New Murray Middle School Site
- 10.5 Approval to Enter into Amendment #2 to the Agreement with ProWest PCM, Inc. for Services for the Burroughs High School Modernization Project
- 10.6 Approval to Enter into Amendment #4 to the Agreement with RBB Architects, Inc., to Provide Professional Services for the Burroughs High School DoD Project
- 10.7 Approval to Enter into Amendment #2 to the Agreement for Services with BSK Associates to Develop a Storm Water Pollution Prevention Plan (SWPPP) for the New Murray Middle School
- 10.8 Agreement for Construction with Our Valley Fence, Inc. for Construction of a Perimeter Fence at the Site of the New Murray Middle School
- 10.9 Approval to Negotiate a Contract for Design and Fabrication of Modular Structures

## 11. BUSINESS ADMINISTRATION

## 12. CONSENT CALENDAR

- 12.1 “A”&“B” Warrants
- 12.2 Approval of Recommendations for Expulsion, Expulsion Case #03 1516
- 12.3 Approval of Recommendations for Expulsion, Expulsion Case #04 1516
- 12.4 Approval of Recommendations for Expulsion, Expulsion Case #05 1516
- 12.5 Approval of Recommendations for Expulsion, Expulsion Case #06 1516

## 13. FUTURE AGENDA

## 14. ADJOURNMENT

The next regular meeting of the Board of Education will be December 10, 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](http://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 Regular Meeting of the Board of Education

DATE OF MEETING: October 15, 2015

TIME OF MEETING: 7:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell – attending telephonically,  
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.

#### 1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted with a request from Superintendent Bell to remove Items 8.13 and 8.23 from the agenda, hear Concurrent Agenda Item 8.4 following Item 8.3, and hear the Inyo-Kern Schools Financing Authority Agenda following Item 11.1.

#### 2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the special meeting of September 9, 2015 and the special and regular meetings of September 10, 2015 were adopted by consensus as written.

#### 3. PROGRAMS AND PRESENTATIONS

- Pierce Elementary School: Partnering with Parents for Student Achievement

Mrs. Pam Barnes, Principal of Pierce Elementary School, introduced Mrs. Jennifer Williams, Project Teacher, who is charged with ensuring our English language programs are meeting the needs of our English learners and Mrs. Traci Freese, Technology Project Teacher, who works with district administrators, teachers, and parents. Due to changes in educational funding, districts now need to provide a Local Control Accountability Plan (LCAP) outlining the goals, actions, services, and expenditures that are based on student needs. Sierra Sands uses a variety of venues to gather information from staff, parents, and students to assess these needs. The Pierce English Language Advisory Committee (ELAC) will be the venue used to show how a needs assessment can lead to changes in the district which will ultimately improve student achievement. A typical Pierce Elementary School ELAC meeting consists of parent education and a needs assessment which meet two of our LCAP goals. After the needs assessment, Mrs. Williams, Mrs. Freese, and Mrs. Barnes created an ongoing systematic approach called Click 4 Support that equips parents to be participating partners in their child's education. The program was shared with parents districtwide.

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Murray Middle School: The Murray Mustang Academy is underway. Sports and music programs, dances, and Spirit Days have been enjoyed by students and staff. Teachers are dissecting SBAC scores in order to help each student be a successful learner.

Monroe Middle School: Monroe held its first English Learner Advisory Committee meeting of the school year. Adjustments have been made to the Monroe Safety Plan based on information Mr. Sernett and Mr. Lieberg received at a school safety conference. Band, choir, and sports programs are in full swing at Monroe. The school counselor has begun working with groups of students on academic social skill development.

Mesquite High School: Mesquite students have earned 558 credits as of the last credit check at the end of September. Seniors attended College Preview Day. The ASB has been busy with Spirit Days and fundraisers.

Burroughs High School: A wonderful Homecoming Week was enjoyed by all with Spirit Days, rallies, a homecoming dance, and a football game win. Students took the PSATs on October 14, 2015.

5.2 Reports from Members of the Board

Mrs. Amy Castillo-Covert thanked the board for allowing her to travel to the NAFIS Fall Conference. She reported positive feedback toward the reauthorization of ESEA. She was able to meet briefly with Congressman Kevin McCarthy and staffers. The next meeting will be held in San Diego in January, 2016.

5.3 Superintendent's Report

Superintendent Bell reported district enrollment is up by more than 40 students over this time last year. He gave an update on SB111 which was signed by the governor. The Great California ShakeOut was held with district sites practicing emergency procedures. The Ridgecrest Petroglyph Festival will be held November 7-8, 2015 with a program for 8<sup>th</sup> grade students being held on October 30, 2015. Mr. Bell urged participation in the national Lights on After-school event taking place on October 22, 2015 in support of after school programs nationwide.

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

Barb Walls, President of the Desert Area Teachers Association, reminded board members of the invitation to attend the High Desert Service Center Council Fall Leadership Conference in November. She outlined a proposal made by the district in negotiations with regard to moving health benefit dollars onto the certificated salary schedule. DATA is researching this proposal to ensure it does not violate STRS regulations. Ms. Walls requested another DATA member be allowed on the LCFF/LCAP Leadership Committee.

5.5 Communications from the public

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

6. EDUCATIONAL ADMINISTRATION

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

Motion passed to appoint the individuals named to the Career Technical Advisory Committee as presented. SCOTT/JOHNSON

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

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

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

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

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

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

Motion passed to approve Jo Anne McClelland as SSUSD's representative on the Kern Adult Education Consortium board and Shirley Kennedy as the alternate.  
CASTILLO-COVERT/JOHNSON

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

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

Motion passed to approve submission of the report to CDE as presented. SCOTT/JOHNSON

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Presentation of Board Bylaw 9100, Organization

Board Bylaw 9100, Organization was presented for a first reading as a new bylaw and will be brought back to the board at the regular meeting of November 19, 2015 for approval.

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 noting that Items 8.13 and 8.23 were pulled from the agenda. SCOTT/JOHNSON

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

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

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Motion passed to approve the waiver request as presented. JOHNSON/CASTILLO-COVERT

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

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Motion passed to accept the following gifts: 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. SCOTT/CASTILLO-COVERT

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

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

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

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

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Motion passed to approve board member travel. SCOTT/CASTILLO-COVERT

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

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

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Motion passed to approve board member travel. CASTILLO-COVERT/JOHNSON

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

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

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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 architect received and is currently assessing DSA Fire-Life Safety comments. He is expected to respond to comments and make required revisions as necessary. The structural and accessibility comments were returned three months ago and requisite corrections and responses have been completed. The construction manager will now assess the impact, if any, review comments have on bid documents, prepare bid documents, schedule the bid period, and secure bids.

Murray Middle School: Bids were received last week with mixed results. OEA has been apprised of the circumstances relative to the bid process. Mr. Hubbard outlined the strategy recommended for bids and project phases going forward.

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

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Motion passed to approve entering into an agreement as presented. JOHNSON/SCOTT

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

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

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Motion passed to approve entering into an agreement as presented.  
SCOTT/CASTILLO-COVERT

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

11. BUSINESS ADMINISTRATION

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

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Motion was made to approve the ratification of settlement between STRS and SSUSD as presented. CASTILLO-COVERT/JOHNSON

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

President Farris temporarily adjourned the Sierra Sands Unified School District board meeting at 8:48 p.m. and opened the meeting of the board of directors of the Inyo-Kern Schools Financing Authority.

The Sierra Sands Unified School District Board of Education Meeting was reopened at 8:49 p.m.

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

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

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

13. FUTURE AGENDA

The board moved back into closed session at 8:51 p.m. to hear Special Meeting agenda Items 2.2 and 2.3.

14. ADJOURNMENT was at 10:00 p.m.

THE BOARD OF EDUCATION

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Michael Scott, Vice President/Clerk

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Ernest M. Bell, Jr., Secretary to Board

Recorder: Diane Naslund

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Concurrent Special Meeting of the Board of Education

DATE OF MEETING: October 15, 2015  
TIME OF MEETING: 7:00 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell – attending telephonically,  
Scott  
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus with Item 8.4 of the concurrent special meeting agenda being heard after Item 8.3 on the regular meeting agenda.

8. PERSONNEL ADMINISTRATION

8.4 Adoption of Resolution #11 1516, Reduction of Classified Service

Motion passed to adopt Resolution #11 1516, Reduction of Classified Service as presented.

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

9. ADJOURNMENT

THE BOARD OF EDUCATION

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Michael Scott, Vice President/Clerk

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Concurrent Special Meeting of the Board of Education

DATE OF MEETING: October 15, 2015

TIME OF MEETING: 6:15 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell – attending telephonically,  
Scott

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

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus with Item 2.4 being heard before Item 2.2 on the special meeting agenda.

2. CLOSED SESSION

2.4 Public Employee Discipline/Dismissal/Release Pursuant to Government Code section 54957

The board approved dismissal of employee #4360.  
The board voted to schedule a hearing in the matter involving the statement of charges and notice of dismissal concerning employee #4288.

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

3. ADJOURNMENT

THE BOARD OF EDUCATION

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Michael Scott, Vice President/Clerk

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

# SIERRA SANDS UNIFIED SCHOOL DISTRICT

## Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: October 15, 2015

TIME OF MEETING: 6:15 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell – attending telephonically, Scott

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

MOMENT OF SILENCE was observed.

### 1. ADOPTION OF AGENDA

The agenda was adopted by consensus with Item 2.4 of the concurrent special meeting agenda being heard before Item 2.2 on the special meeting agenda.

### 2. CLOSED SESSION

#### 2.1 Public Employee Discipline/Dismissal/Release Pursuant to Government Code section 54957

The board ratified a settlement agreement involving employee #2575.  
The board ratified a settlement agreement involving employee #2447.

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

Mr. Farris temporarily adjourned the special closed session meeting at 7:00 p.m. and entered into the regular meeting of October 15, 2015. The special meeting reconvened at 8:51 p.m. after Item 13 on the regular meeting agenda.

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

No action was taken.

#### 2.3 Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b): Two potential cases.

No action was taken.

### 3. ADJOURNMENT

THE BOARD OF EDUCATION

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Michael Scott, Vice President/Clerk

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: October 26, 2015  
TIME OF MEETING: 12:00 p.m.  
PLACE OF MEETING: District Office Conference Room  
MEMBERS PRESENT: Castillo-Covert, Johnson, Rockwell, Scott  
MEMBERS ABSENT: Farris  
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. BUSINESS ADMINISTRATION

2.1 Agreement with the Department of General Services/Office of Administrative Hearings for the 2015-2020 School Years

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Motion passed to approve the agreement as presented. ROCKWELL/JOHNSON

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

3. PERSONNEL ADMINISTRATION

3.1 Certificated  
Employment

3.2 Classified  
Employment

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

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Motion passed to approve Items 3.1 through 3.3 as presented. ROCKWELL/JOHNSON

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

4. ADJOURNMENT at 12:10 p.m.

THE BOARD OF EDUCATION

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Michael Scott, Vice President/Clerk

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Ernest M. Bell, Jr., Secretary to Board

Sierra Sands Unified School District Second Month Enrollment 2015-16																			
																	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	2014-15 TOTAL	CHANGE			
FALLER	96.8%	97.0%	86	80	83	70	64	65						448	449	-1	Regular -		
GATEWAY	96.8%	97.2%	84	64	62	55	65	68					25	423	389	34	K	412	446
INYOKERN	96.8%	97.4%	38	32	33	26	34	20						183	171	12	1 - 3	1105	1075
LAS FLORES	96.1%	96.8%	84	104	76	81	81	79						505	534	-29	4 - 5	704	703
PIERCE	96.4%	97.2%	55	61	42	45	53	53						309	336	-27	Special Education -		
RAND	94.8%	97.0%	0	0	5	5	0	0						10	9	1	SDC	110	126
RICHMOND ANNEX	94.0%	93.5%											85	85	95	-10	RSP	68	73
RICHMOND	97.4%	97.5%	65	61	59	61	61	61						368	367	1	Middle 6 - 8		
TOTAL K - 5	96.6%	97.0%	412	402	360	343	358	346					110	2331	2350	-19	Regular	1134	1083
MONROE	96.0%	96.3%							172	161	147		38	518	484	34	Special Education -		
MURRAY	96.5%	96.5%							198	200	183		35	616	599	17	SDC	73	54
TOTAL 6 - 8	96.3%	96.4%							370	361	330		73	1134	1083	51	RSP	73	78
BURROUGHS	95.5%	95.8%										1341	63	1404	1394	10	High School 9 - 12		
MESQUITE	83.4%	94.7%										86	2	88	97	-9	Regular	1404	1394
														0	0	0			
														0	0	0	Continuation	86	96
																	Special Education -		
TOTAL 9 - 12												1427	65	1492	1491	1	SDC	63	70
15-16 TOTAL	96.2%		412	402	360	343	358	346	370	361	330	1427	248	4957	---	---	RSP	91	83
14-15 TOTAL		96.5%	446	357	362	356	341	362	355	339	335	1420	250		4924	---	Adult	184	264
CHANGE		-0.30%	-34	45	-2	-13	17	-16	15	22	-5	7	-2	---	---	33	Credit Recovery Prog.	79	

7. POLICY DEVELOPMENT AND REVIEW

7.1 Adoption of Board Bylaw 9100, Organization

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BACKGROUND INFORMATION: 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.

CURRENT CONSIDERATIONS: 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. This bylaw was presented to the board for a first read at the October 15, 2015 board meeting.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt Board Bylaw 9100, Organization as presented.

**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 members-elect 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: November 19, 2015**

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Ridgecrest, California**

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.2 Approval of Revisions to Board Policy 5141.31 and Review of Administrative Regulation 5141.31, Immunizations

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BACKGROUND INFORMATION: Board policy and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Board Association (CSBA) policy service, changes in the law, and changes in district practice.

CURRENT CONSIDERATIONS: Board Policy (BP) 5141.31 and Administrative Regulation (AR) 5141.31, Immunizations, were last reviewed on March 12, 2015. BP 5141.31 and the accompanying AR 5141.31 have been updated to reflect the amendments to the Health and Safety Code made through Senate Bill (SB) 277 in 2015. SB 277 limits the personal beliefs exemption to students whose parent/guardian submits a letter or written affidavit by January 1, 2016, in which case the exemption shall be effective only until the student enters the next grade span, as defined. Policy also deletes material related to conditional enrollment of transfer students while waiting for the transfer of immunization records, now addressed in the AR. Regulation also reflects provisions of SB 277 which (1) requires districts to ensure that students advancing to grade 7 are fully immunized against all specified diseases, (2) states that students with disabilities must be provided special education and related services regardless of their immunization status, and (3) exempts students from immunization requirements who are enrolled in an independent study program and who do not receive classroom-based instruction.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the revision of BP 5141.31 as presented. The revised administrative regulation is presented for informational purposes only and does not require board action.

**Immunizations**

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board desires to cooperate with state and local health agencies to encourage immunization of all district students against preventable diseases.

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Infectious Disease Prevention)

~~Students entering a district school or child care and development program, or transferring between school campuses~~ **Each student enrolling for the first time in a district elementary or secondary school, preschool, or child care and development program or, after July 2016, enrolling in or advancing to grade 7, shall present an immunization record from any authorized private or public health care provider certifying that he/she has received all required** ~~which shows at least the month and year of each immunizations in accordance with law.~~ Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5112.2 - Exclusions from Attendance)

**(cf. 5141.2 – Health Screening for School Entry)**

(cf. 5148 - Child Care and Development)

**(cf. 5148.3 – Preschool/Early Childhood Education)**

Except to the extent otherwise authorized by law, each transfer student shall present his/her immunization record certifying that he/she has received all required immunizations currently due before he/she is admitted to school. Such evidence may include the child's personal immunization record from his/her authorized health care provider or his/her cumulative file from his/her previous school.

The Superintendent or designee may arrange for qualified medical personnel to administer immunizations at school to any student whose parent/guardian has consented in writing. ***At the beginning of the school year, parents/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school.*** (Education Code 49403)

(cf. 5141.3 - Health Examinations)

(cf. 5141.6 - Student Health and Social Services)

(cf. 5145.6 - Parental Notifications)

**Immunizations**

Legal Reference:

EDUCATION CODE

44871 Qualifications of supervisor of health

46010 Total days of attendance

48216 Immunization

48853.5 Immediate enrollment of foster youth

48980 Required notification of rights

49403 Cooperation in control of communicable disease and immunizations

49426 Duties of school nurses

49701 Flexibility in enrollment of children of military families

HEALTH AND SAFETY CODE

120325-120380 Immunization against communicable disease, especially:

120335 Immunization requirement for admission

120395 Information about meningococcal disease, including recommendation for vaccination

120440 Disclosure of immunization information

CODE OF REGULATIONS, TITLE 5

430 Student records

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

UNITED STATES CODE, TITLE 42

11432 Immediate enrollment of homeless children

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

Management Resources:

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

California Immunization Handbook for Schools and Child Care Programs, July 2003

Guide to Immunizations Required for School Entry

Guide to the Requirements of the California School Immunization Law for Parents of Children in or Entering School or Child Care

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Department of Public Health, Immunization Branch:

<http://www.cdph.ca.gov/programs/immunize>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

U.S. Department of Education: <http://www.ed.gov>

**Students**

BP 5141.31(c)

**Immunizations**

Policy

adopted: ~~March 12, 2015~~ ***November 19, 2015***

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

**Immunizations**

The Superintendent or designee shall not unconditionally admit any student to a district *elementary or secondary school, preschool*, or child care and development program *for the first time nor, after July 1, 2016, admit or advance any student to grade 7* unless that student has presented documentation of full immunization in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases: (Health and Safety Code 120335)

(cf. 5141.22 - Infectious Diseases)

(cf. 5148 - Child Care and Development)

***(cf. 5148.3 – Preschool/Early Childhood Education )***

***(cf. 6170.1 – Transitional Kindergarten)***

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of the rights of students and parents/guardians relating to immunizations under Education Code 49403. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

**Immunizations for Grades *TK*/K-12**

Students entering the district in grades Pre/kindergarten (4-6 years) through 12 shall have received the following immunizations: (Health and Safety Code 120335; 17 CCR 6020)

**1. Polio**

a. Four doses at any age, but...

b. Three doses meet requirement for ages 4-6 years if at least one was given on or after the fourth birthday (Receipt of a dose up to (and including) four days before the birthday will satisfy the school entry immunization requirement).

c. three doses meet requirement for ages 7-17 years if at least one was given on or after the second birthday (Receipt of a dose up to (and including) four days before the birthday will satisfy the school entry immunization requirement).

**2. Diphtheria, Tetanus, and Pertussis**

a. Age ~~six~~ **4-6** years ~~and under~~: DTP, DTaP, or any combination of DTP or DTaP with DT (diphtheria and tetanus) five doses at any age, but...

b. Four doses meet requirements for ages 4-6 years if at least one was on or after the 4th

**Immunizations**

birthday (Receipt of a dose up to (and including) four days before the birthday will satisfy the school entry immunization requirement).

c. Age ~~seven~~ **7-17** years: ~~and older~~ Tdap, Td, or DTP, DTaP or any combination of these four doses at any age, but...

d. Three doses meet requirement for ages 7-17 years if at least one was on or after the second birthday (Receipt of a dose up to (and including) four days before the birthday will satisfy the school entry immunization requirement). If last dose was given before the 2nd birthday, one more (Tdap) dose is required (**4 total**).

***e. 7<sup>th</sup> Grade: One dose of Tdap or one dose of DTP/DTaP given on or after the 7<sup>th</sup> birthday.***

3. Measles, Mumps, Rubella (MMR)

a. Age 4-6 years (kindergarten and above): two doses (Two doses of measles-containing vaccine required, ***both given on or after the 1<sup>st</sup> birthday***. One dose of mumps and rubella-containing vaccine required ***if given separately***; mumps vaccine is not required for children seven years of age and older) both on or after first birthday (Receipt of a dose up to, and including four days before the birthday will satisfy the school entry immunization requirement).

b. 7th grade: two doses (Two doses of measles-containing vaccine required. One dose of mumps and rubella-containing vaccine required; mumps vaccine is not required for children seven years of age and older) both on or after first birthday (Receipt of a dose up to, and including four days before the birthday will satisfy the school entry immunization requirement).

c. Age 7-17 years and not entering or advancing into 7th grade: one dose on or after first birthday: ***mumps vaccine is not required if given separately*** (Receipt of a dose up to, and including four days before the birthday will satisfy the school entry immunization requirement).

4. Hepatitis B

a. Age 4-6 years (kindergarten and above): three doses

b. Not required for 7th grade

5. Varicella

a. At Admission: one dose

## Students

AR 5141.31(c)

### Immunizations

- b. Physician-documented varicella (chickenpox) disease history or immunity meets the varicella requirement
- c. Two dose varicella requirement for ages 13-17 years applies to transfer students who were not admitted to a California school before July 1, 2001
- 6. Tdap Booster (Tetanus, reduced diphtheria, and pertussis)
  - a. 7th grade: one dose on or after seventh birthday.
  - b. Tdap, DTaP, or DTP given on or after seventh birthday will meet the requirement. Td does not meet the requirement
  - c. 8th-12th grade students transferring from outside of California must meet the requirement
- 7. Immunizations (shots) needed before starting child care/preschool

Age When Entering	Immunizations (shots) Required
2-3 Months	1 each of Polio, DTaP, Hib, Hep B
4-5 Months	2 each of Polio, DTaP, Hib, Hep B
6-14 Months	3 each of DTaP
	2 each of Polio, Hib, Hep B
15-17 Months	3 each of Polio, DTaP
	2 Hep B
	1 MMR
	1 Hib
18 months-5 years	3 Polio
	4 DTaP
	3 Hep B
	1 MMR
	1 Hib
	1 Varicella

California Department of Public Health, Immunization Branch (2015)

DTaP = Diphtheria, Tetanus, and Pertussis

Hib = Haemophilus Influenzae type B

Hep B = Hepatitis B

MMR = Measles, Mumps, Rubella

Varicella = Chickenpox

**Immunizations**

*A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 12035 and this regulation. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by his/her IEP regardless of whether the student is fully immunized. (Health and Safety Code 120335)*

***(cf. 6159 – Individualized Education Program)*****Exemptions**

Exemption from immunization requirements is allowed when: (Health and Safety Code 120365, 120370, 120375; 17 CCR 6051)

1. The student's parent/guardian ~~provides~~ *files with the district, before January 1, 2016,* a letter or affidavit ~~documenting which immunizations required by Health and Safety Code 120355 have been given and which immunizations have not been given on the basis that they are stating that an immunization is contrary to the parent/guardian's his/her personal beliefs, in which case the student shall be exempted from the immunization until he/she enrolls in the next applicable grade span requiring immunization (birth to preschool, grades K-6, grades 7-12).~~ *(Health and Safety Code 120335)*

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

*When a student transfers to a different school within the district or transfers into the district from another school district in California, his/her personal beliefs exemption filed before January 1, 2016, shall remain in effect until the next applicable grade span. A student transferring from a school outside the district shall present a copy of the personal beliefs exemption upon enrollment. When a student transfer into the district from outside California and presents a personal beliefs exemption issued by another state or country prior to January 1, 2016, the Superintendent or designee may consult with legal counsel regarding the applicable immunization requirements.*

2. The student's parent/guardian provides a written statement by a licensed physician that due to the physical condition or medical circumstances of the student, one or more immunization are considered unsafe or is permanently not indicated. The physician's statement shall include the specific nature and probable duration of the medical condition or circumstances that contraindicate immunization. In such circumstances, the student shall be exempted from one or more vaccines to the extent indicated by the physician's statement. *(Health and Safety Code 120370; 17 CCR 6051)*

**Immunizations**

However, if there is good cause to believe that the student has been exposed to one of the communicable diseases listed above, the student may be temporarily excluded from school until the local health officer is satisfied that the student is no longer at risk of developing the disease. (Health and Safety Code 120365)

~~On or before January 1, 2014, the parent/guardian shall also submit a form prescribed by the California Department of Public Health which includes a signed attestation by a health care practitioner that indicates he/she has provided the parent/guardian with information regarding the benefits and risks of the immunization and the health risks of the communicable diseases listed in Health and Safety Code 120335 to the person and the community. The parent/guardian shall sign a statement indicating that he/she has received the information. Neither the health care practitioner nor the parent/guardian shall sign these statements more than six months prior to the date that the student is subject to the immunization requirement. In lieu of the original form, the district shall accept a photocopy of the signed form or a letter by a health care practitioner that includes all the information and attestations included on the form.~~

***3. The student is enrolled in an independent study program pursuant to Education Code 51745-51749.6 and does not receive classroom-based instructions.***

*(cf. 6158 – Independent Study)*

**Exclusions Due to Lack of Immunizations**

Any student without the required evidence of immunization may be excluded from school until the immunization is obtained or until the student presents a letter or affidavit of exemption from his/her parent/guardian or physician.

(cf. 5112.2 - Exclusions from Attendance)

(cf. 6183 - Home and Hospital Instruction)

Before an already admitted student is excluded from school attendance because of lack of immunization, the Superintendent or designee shall notify the parent/guardian that he/she has 10 school days in which to supply evidence of proper immunization or an appropriate exemption. This notice shall refer the parent/guardian to the child's usual source of medical care. (Education Code 48216; 17 CCR 6040)

If no usual source of medical care exists, the parent/guardian shall be referred to the county health department. (Education Code 48216)

*(cf. 5141.6 – School Health Services)*

**Immunizations**

The Superintendent or designee shall exclude from further attendance any student who fails to obtain the required immunization within 10 school days following receipt of the parent/guardian notice specified above, unless the student is exempt from immunization for medical reasons or personal beliefs. The student shall remain excluded from school until he/she has received another dose of each required vaccine due at that time. The student shall also be reported to the attendance supervisor or principal. (17 CCR 6055)

**Conditional Enrollment**

The Superintendent or designee may conditionally admit a student with documentation from a physician that: (Health and Safety Code 120340; 17 CCR 6000, 6035)

1. He/she has received some but not all required immunizations and is not due for any vaccine dose at the time of admission
2. He/she has a temporary exemption from immunization for medical reasons

The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses when they become due as specified in 17 CCR 6035.

***(cf. 5145.6 – Parental Notifications)***

The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR 6070)

***In addition, a transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered. (17 CCR 6070)***

***The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunization within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR 6070)***

## Students

AR 5141.31(g)

## Immunizations

*The Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's prior school to obtain the student's immunization records or shall ensure that he/she is properly immunized. (Education Code 48853.5, 49701; Health and Safety Code 120341; 41 USC 11432)*

*(cf. 6173 – Education for Homeless Children)*

*(cf. 6173.1 – Education for Foster Youth)*

*(cf. 6173.2 – Education of Children of Military Families)*

## Records

The Superintendent or designee shall record each new entrant's immunizations in the California School Immunization Record and retain it as part of the student's mandatory permanent student record. District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law. (Health and Safety Code 120375, 120440; 17 CCR 6070)

*(cf. 5125 - Student Records)*

*The district shall also retain in the mandatory student record any physician or health officer statement, personal beliefs letter or affidavit, reason for conditional enrollment, or any other documentation related to the student's immunization record or exemptions.*

## Audits

*If an audit reveals deficiencies in the district's reporting procedures, the Superintendent or designee shall present the Board with a plan to remedy such deficiencies.*

Regulation

approved: ~~March 12, 2015~~ November 19, 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. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Substitute Teachers for 15-16 year:

Joan Adams

Virginia Davies

Maureen Iffert

Charles Lattig

Mikhail Schumacher

Julia Ventura

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Wilburn Barnett Jr.\*  
8 hr. Skilled Craftsperson  
Effective 10-15-15

Erin Riggs  
8 hr. Custodian – Gateway  
Effective 10-31-15

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Leilani Casaroli  
Director of Finance and Budget – Business Office  
Effective 11-12-15

Juanita Castillo  
1 ¾ hrs. Noon Duty Supervisor – Las Flores  
Effective 10-16-15

Keith Eldredge  
1 hr. Noon Duty Supervisor – Gateway  
Effective 10-26-15

Cindy Griffiths  
1.58 hrs. Noon Duty Supervisor – Las Flores  
Effective 10-16-15

Rebecca Hutchinson  
1 ¾ hrs. Noon Duty Supervisor – Las Flores  
Effective 10-16-15

Ninfa Reynoso  
1.58 hrs. Noon Duty Supervisor – Las Flores  
Effective 10-16-15

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Joshua Wright  
8 hr. Duplicating Technician/Repair Technician – Technology  
Effective 10-19-15

Student Workability Workers for the 2015-2016 School Year:  
Joe Anderson  
Brandon Rizzardini

Classified Substitutes for the 2015-2016 School Year:  
Sandra Chatman  
Brenda Franklin  
Katlin Inzero  
William Hartley  
Alana Kincaid  
Patricia Martinez  
Tess McDonald  
Joelle Measurall  
Netty Miller  
Travis Otterstrom  
Ellen Pollick  
Kathryn Schnuderl  
Vaililo Wooley

8.24 CHANGE OF STATUS

Catherine Benson  
Added: 2 hr. Transportation Monitor – Transportation  
Effective 10-26-15

Monica Butler  
Added: 2 hr. Paraprofessional/Workability – Murray  
Effective 10-7-15

Tina Jones  
From: 3 ¼ and 2 ¼ hr. Transportation Monitor – Transportation  
To: 3 ¾ and 2 hr. Transportation Monitor – Transportation  
Effective 10-1-15

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Maria Josephson

From: 1  $\frac{3}{4}$  hr. Transportation Monitor – Transportation

To: 2 hr. Transportation Monitor – Transportation

Effective 10-1-15

Wendy Lillywhite

From: 5  $\frac{1}{2}$  hr. Paraprofessional – Gateway

To: 5  $\frac{1}{2}$  hr. Paraprofessional – Richmond

Effective 10-27-15

Dorothy Mgebroff

From: 8 hr. Custodian - Mesquite/Maintenance

To: 8 hr. Custodian – Gateway

Effective 10-28-15

Sarah Phillips

From: 1  $\frac{1}{2}$  hr. Transportation Monitor – Transportation

To: 1  $\frac{3}{4}$  hr. Transportation Monitor – Transportation

Effective 10-1-15

Alicia Ruiz Smith

From: 1 hr. and 1  $\frac{1}{4}$  hr. Transportation Monitor – Transportation

To: 1  $\frac{3}{4}$  hr. Transportation Monitor – Transportation

Effective 10-1-15

Jeff Tanner

From: 2  $\frac{1}{4}$  hr. and 3  $\frac{1}{4}$  hr. Transportation Monitor – Transportation

To: 1  $\frac{1}{4}$  hr. and 3  $\frac{1}{2}$  hr. Transportation Monitor – Transportation

And: 1  $\frac{1}{2}$  hr. Transportation Monitor – Transportation

And: 1  $\frac{1}{4}$  hr. Transportation Monitor – Transportation

Effective 10-1-15

8. PERSONNEL ADMINISTRATION

8.3 Approval of Resolution #12 1516, Teachers Teaching Out of Their Major/Minor Field or Area

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BACKGROUND INFORMATION: Education Code Sections 44263, 44256, and 44258.2 require the board to adopt resolutions in order for the district to assign teachers in areas or subjects other than their credentialed field or area.

CURRENT CONSIDERATIONS: A total of one teacher within the district has been assigned to teach in areas other than their credentialed field or area. They have, however, completed the required coursework to enable them to teach the designated subjects or grade levels in accordance with the education code. Resolutions #12 1516 is necessary to assign this teacher in areas or subjects other than their credentialed field or area. It is important to note that this is a credentialed teachers. The resolution simply serves as a vehicle to allow the district greater flexibility in teacher assignments while still being in compliance with the credentialing laws.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education adopt Resolution #12 1516 as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
113 Felspar  
Ridgecrest, CA 93555

RESOLUTION #12 1516

On motion of Trustee \_\_\_\_\_, seconded by Trustee  
\_\_\_\_\_, Resolution #12 1516 was adopted as follows:

BE IT RESOLVED BY THE GOVERNING BOARD OF THE SIERRA SANDS UNIFIED  
SCHOOL DISTRICT AND HEREBY ORDERED THAT:

In accordance with Education Section #44263, the following listed teacher(s)  
who holds a valid teaching credential in the State of California may be assigned,  
with his/her consent, to teach in subjects other than major or minor fields or  
subjects named on his/her credential in which he/she has completed eighteen (18)  
or more semester hours of coursework or nine (9) semester hours of upper  
division coursework, or in a self-contained class if he/she holds at least sixty (60)  
hours equally distributed among the four areas of a diversified major, except in  
classes for special education students.

TEACHER:  
Damien Jacotin

SUBJECT:  
Industrial Technology

PASSED AND ADOPTED THIS 19th day of November 2015, by the Governing Board of  
Sierra Sands Unified School District of Kern County, California, by the following votes:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF KERN

I, Ernest Bell, Secretary to the Governing Board of Sierra Sands Unified School District  
of Kern County, California, do hereby certify that the foregoing is a full, true and correct copy of  
a resolution adopted by said Board at its regular meeting on November 19, 2015.

\_\_\_\_\_  
Signature

Secretary of the Governing Board  
Title

## 8. PERSONNEL ADMINISTRATION

### 8.4 Approval of Incentive for Early Notification of Retirement for 2015-16

---

**BACKGROUND INFORMATION:** For several years, the district has offered an incentive for early notification of retirement. In 2006, the board approved an increase in the incentive amount for 2006-07 to \$1,000 for each retiring certificated employee and \$532 for each retiring classified employee who declared in writing prior to a specific date in January his/her intent to retire. In 2009-10, the board approved an increase in the incentive amount to \$3,000 for each retiring certificated employee and \$1,600 for each retiring classified employee who declared in writing prior to a specific date in January his/her intent to retire. This provided the district with valuable information in determining staffing needs for the upcoming school year.

**CURRENT CONSIDERATIONS:** The district would like to offer the incentive for early notification of retirement program for 2015-16 to assist with identification of staffing needs for the 2016-17 school year. The district is proposing to continue with its offer from the last few years in the amount of \$3,000 for certificated employees and \$1,600 for classified employees to those employees who submit their written retirement notice by no later than January 29, 2016. The retirement window (i.e., effective date of retirement) for this incentive is as follows: (1) certificated employees between May 27, 2016 and August 1, 2016; and (2) classified employees between February 1, 2016 and August 1, 2016. Employees must be eligible to retire under STRS or PERS in order to receive this incentive. If approved by the board, all employees eligible to retire will receive a letter during the week of November 23-27, 2015 from the Human Resources Department describing the 2015-16 early notification of retirement incentive program.

Management wishes to emphasize its belief that this proposed incentive has absolutely no impact, or desired impact, on an employee's decision to retire. The district is making no attempt, in any way, to imply that we are offering an "incentive" or "award" for retirement. This proposed incentive is merely focused on obtaining early notification by eligible employees of their personal decision to retire. Since the district plans to recruit new teachers from March-May, it will be extremely valuable to the process of hiring the "best and brightest" with the knowledge of what positions will be vacant, due to retirement. Without an incentive to notify early, the district anticipates the probability that eligible employees may notify the district of their decision to retire as late as June, which would negatively impact our ability to recruit new teachers in the spring.

**FINANCIAL IMPLICATIONS:** Last year, the district paid three (3) classified notification incentives and seven (7) certificated notification incentives for a total cost of \$25,800. Only one (1) additional classified employee notified the district after January 30, 2015, and only two (2) additional certificated employees notified the district after January 30, 2015, which clearly demonstrates the success of the notification incentive

to capture early notification of the intent to retire by our employees. The exact fiscal impact is unknown, but it is projected that we will have a similar number of employees who take the notification incentive. Most important for the district are the benefits associated with management of staffing in the current statewide environment in which districts are experiencing shortages of qualified applicants.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board approve the incentive for early notification of retirement program for 2015-16 in the amount of \$3,000 for each certificated employee and \$1,600 for each classified employee who declares his/her intent to retire in writing within the applicable retirement window by no later than January 29, 2016.

9. GENERAL ADMINISTRATION

9.1 Gifts to District

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CURRENT CONSIDERATIONS: The following donations have been received: The Richmond Elementary School PTO donated speaker stands and a sound system with an estimated cash value of \$300 to be used during Superstar's each month, the Ridgecrest Musical Enrichment Society made a cash donation of \$1,000 raised from their recent production of Once Upon a Dream to be used for Marla Cosner's music program at Mesquite High School.

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

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

9. GENERAL ADMINISTRATION

9.2 Designation of Date and Time of the Organizational Meeting of the Board

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BACKGROUND INFORMATION: Education Code Section 35143 requires that each school district hold an annual organizational meeting within the period of fifteen days of the first Friday in December, which this year is December 4, 2015 through December 18, 2015. Unless otherwise provided by rule of the governing board, the date and time of the annual organizational meeting shall be selected by the board at its regular meeting immediately prior to the annual meeting.

CURRENT CONSIDERATIONS: According to the annually adopted meeting schedule of the board, the regular meeting within the designated period is scheduled for December 10, 2015.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board designate December 10, 2015 at 7:00 p.m. as the date and time for the regular and organizational meeting of the board. The meeting will be conducted in the Ridgecrest City Council Chambers, 100 West California Avenue.

## 9. GENERAL ADMINISTRATION

### 9.3 Nominations for Representatives to the California School Boards Association (CSBA)

**BACKGROUND INFORMATION:** The CSBA Delegate Assembly is the primary policy-making body of the California School Boards Association. It sets the general policy direction for the association that represents California's school districts and county offices of education. Delegates fulfill a critical governance role by communicating the interest of local boards to CSBA's Board of Directors, Executive Committee, and staff. Delegates give policy and legislative direction through the adoption of the policy platform every two years and the adoption of other policy statements of the association. They also speak on issues and provide direct advocacy on behalf of the association. Delegates play an important communication and support role within their regions, and they also elect the association's officers and board of directors.

**CURRENT CONSIDERATIONS:** Nominations for representatives to the Delegate Assembly are being accepted through January 7, 2016. There are two delegates whose term expires in 2016 and one vacant position in Subregion 12-B of which Sierra Sands is a part, and each board may nominate as many individuals as it chooses within its geographical region or subregion. The two positions which are up for election are currently held by Scott Starkey, Southern Kern Unified School District and Mike Williams of Kern Union High School District. Delegates serve two-year terms beginning April 1, 2016 through March 31, 2018.

**FINANCIAL IMPLICATIONS:** The financial implications would include mileage, hotel, and meal expenses for two meetings per year with an estimated cost of \$700.00 dependent upon hotel and travel costs. This includes expenses for a May meeting in Sacramento and one additional night of hotel expense in combination with the annual CSBA meeting.

**SUPERINTENDENT'S RECOMMENDATION:** The board may, if it wishes, nominate one or more individuals to serve on the CSBA Delegate Assembly. Permission must be received from an individual to place his or her name in nomination.

October 30, 2015



California School Boards Association

**DEADLINE: Thursday, January 7, 2016**

**BOARD ACTION REQUIRED**

**Please deliver to all governing board members.**

## MEMORANDUM

To: All Board Presidents, Superintendents of CSBA Member Boards of Education

From: Jesús Holguín, President

Re: Call for Nominations for CSBA Delegate Assembly

Each year, member boards elect representatives from 21 geographic regions to CSBA's Delegate Assembly. The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors, and Executive Committee, delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year. In 2016, the first meeting will be May 14-15 in Sacramento and the second one will be November 30-December 1 in San Francisco preceding CSBA's Annual Education Conference and Trade show.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Thursday, January 7, 2016**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must serve on CSBA member boards and give their approval prior to being nominated.
- All nominees must submit a one-page, single-sided, candidate biographical sketch form. An optional one-page, one-sided résumé may also be submitted but cannot be substituted for the biographical sketch form.
- All nomination materials must be postmarked by the U.S.P.S., faxed or emailed no later than **Thursday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by this due date. Late submissions will not be accepted.
- Ballots will be mailed by Monday, February 1, 2016 and are due Tuesday, March 15, 2016.
- Elected Delegates serve a two-year term beginning April 1, 2016 through March 31, 2018.

The following nomination materials and information related to the election process is available to download at [www.csba.org/About/Leadership](http://www.csba.org/About/Leadership). For more information about the Delegate Assembly, please contact the Leadership Services department or Charlyn Tuter at [ctuter@csba.org](mailto:ctuter@csba.org) or (800) 266-3382, ext. 3281. Thank you.

- Nomination Form
- Candidate Biographical Sketch Form
- Important Dates
- List of all Delegates with expiration terms
- FAQ



## Delegate Assembly Nomination Form

***DUE: Thursday, January 7, 2016***

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 |  
or email: [nominations@csba.org](mailto:nominations@csba.org).

CSBA Region/subregion # \_\_\_\_\_

The Board of Education of the \_\_\_\_\_ wishes to

(Nominating District)

nominate \_\_\_\_\_.

(Nominee)

The nominee is a member of the

\_\_\_\_\_, which is a member of the California

(Nominee's District)

**School Boards Association.**

- ☐ The nominee has consented to this nomination.
- ☐ Attached is the nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé.
- ☐ The nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé will be sent by the deadline date.

\_\_\_\_\_  
*Board Clerk or Board Secretary (signed)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Board Clerk or Board Secretary (printed)*

**PLEASE NOTE:** The nomination and candidate biographical sketch forms may be emailed to [nominations@csba.org](mailto:nominations@csba.org), faxed to (916) 371-3407 or mailed to CSBA, Attn: Leadership Services, 3251 Beacon Blvd., West Sacramento, CA 95691 postmarked by the U.S.P.S. no later than **Thursday, January 7, 2016**. ***It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by the due date. Late submissions cannot be accepted.*** If you have any questions, please contact Leadership Services department at (800) 266-3382 or Charlyn Tuter at [ctuter@csba.org](mailto:ctuter@csba.org). Thank you.

## 2016 Delegate Assembly Candidate Biographical Sketch Form

***DUE: Thursday, January 7, 2016***

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 |  
or email: [nominations@csba.org](mailto:nominations@csba.org).

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted. If you have any questions, please contact Leadership Services department at (800) 266-3382.

Name: \_\_\_\_\_ CSBA Region-subregion #: \_\_\_\_\_

District or COE Name: \_\_\_\_\_ Years on board: \_\_\_\_\_

Profession: \_\_\_\_\_ Contact Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Are you a continuing Delegate? ☐ Yes ☐ No If yes, how long have you served as a Delegate? \_\_\_\_\_

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 9. GENERAL ADMINISTRATION

### 9.4 Discussion on Delegate Assembly Agenda Item

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BACKGROUND INFORMATION: CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, delegates ensure that the association reflects the interests of school districts and county offices in education throughout the state.

CURRENT CONSIDERATIONS: The next CSBA Delegate Assembly meeting will be December 2-3, 2015. In preparation for the meeting, the CSBA Governmental Relations staff has asked school boards to review a particular agenda item. CSBA is initiating development of the 2017-18 Governance First Legislative Agenda now. This will enable the association to have more lead time to conduct relevant research and planning prior to the next legislative session. At the December meeting, delegates will engage in initial brainstorming activities to help identify potential priorities. The input collected as part of this process will help shape the 2017-18 agenda that will be brought forward to the Delegate Assembly at the May 2016 meeting.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board discuss the Delegate Assembly Agenda item at this time.

Dear Delegates:

We are sending you this email to bring attention to a particular item in the upcoming Delegate Assembly agenda that we urge you to review closely *prior* to the December 2-3, 2015, meeting in San Diego. The agenda is scheduled to be sent to you at the end of this week.

CSBA is initiating development of the 2017-18 Governance First Legislative Agenda now, in order to be more proactive. This will enable the Association to have more lead time to conduct relevant research and planning prior to the next legislative session.

At the December meeting, Delegates will engage in initial brainstorming activities to help identify potential priorities. The input collected as part of this process will help shape the 2017-18 Agenda that will be brought forward to the Delegate Assembly at the May 2016 meeting.

Item 14 in your agenda includes brainstorming sessions. There are four specific questions that CSBA staff would like you to: (1) think about prior to the meeting, (2) discuss with other local school board members and staff, and (3) bring written answers to the meeting.

The questions are:

1. What is needed legislatively to strengthen local governance?
2. What is needed legislatively to secure fair funding?
3. What is needed legislatively to improve conditions of children?
4. What is needed legislatively to ensure achievement for all?

### **Guidelines for Brainstorming Statements**

- Complete sentences – no bullets
- 20 words or less for each statement

Sample Issue: Addressing local revenue

<b>Too general – not focused enough</b>	<b>Good – focused with room for movement</b>	<b>Better – more focused and specific</b>
Schools need more funding	Develop legislation to increase local revenue options and authority for local school boards	Develop legislation that allows school boards to pass local facilities bonds with a simple majority vote.

What will be most helpful to CSBA staff is for you to write each question on four separate pieces of paper and then include the appropriate statement(s) on each paper. After the brainstorming sessions, staff will collect your responses.

## 9. GENERAL ADMINISTRATION

9.5 Authorization for Board Member Travel

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BACKGROUND INFORMATION: 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 \$18,700.00.

CURRENT CONSIDERATIONS: Mrs. Amy Castillo-Covert is requesting authorization to travel to San Diego, CA to attend the Impact Aid Section 8002 Winter 2016 Meeting, January 8-9, 2016. Cost of travel is estimated as follows:

Conference registration	\$	160.00
Rental Vehicle	\$	105.00
Fuel	\$	60.00
Hotel (2 nights @ \$209.00 plus tax)	\$	418.00
Meals	\$	75.00
Estimated total cost of travel	\$	818.00

FINANCIAL IMPLICATIONS: The travel budget for the board for 2015-16 is \$18,700.00. To date, approximately \$12,898.72 has previously been approved.

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

## 9. GENERAL ADMINISTRATION

9.6 Appointment of Student Member to the Board of Education for the 2015-16 School Year Spring Semester

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BACKGROUND INFORMATION: In accordance with board policy, candidates have been solicited to serve as student members of the Board of Education for the 2015-16 school year. Student Maddy Portillo is being presented tonight for recommendation for the spring semester.

CURRENT CONSIDERATIONS: Madeline Portillo is a senior at Mesquite High School. Better known as “Maddy”, she is a strong student leader. She is very active in ASB and works hard to make sure students enjoy all activities. She has earned several perfect attendance, good kid, and Star Student awards. Maddy is a determined young lady which shows through her course work. Most recently she earned a whopping 25 credits for the 1<sup>st</sup> quarter. That is 10 more than average! She has also been elected to serve as the student representative on the School Site Council for Mesquite.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the Board of Education appoint Maddy Portillo as student member to the board for the 2015-16 school year spring semester.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

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

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

FINANCIAL IMPLICATIONS: None.

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



# Capital Projects Report

*to the*

**Board of Trustees** of the

Sierra Sands Unified School District

November 19, 2015

# BURROUGHS HIGH SCHOOL

## PROJECT STATUS REPORT

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



### Fast Facts

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

- Total Project Budget ..... \$31,909,274
- Project Square Footage (GSF) ..... 219,583 GSF (Rev.)
- Funding Source ..... 80% DOD, 20% District Funds
- Construction Mobilization..... November 2015 (Previously September 2015; DSA review delay)
- Targeted Completion ..... 06/30/17 (Originally 12/31/15; Grant Agreement Amended)

### Sustainable Features

Meets requirements of the National Environmental Policy Act

# BURROUGHS HIGH SCHOOL

## PROJECT STATUS REPORT

### 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. . . . . \$ 6,240.049
- Percent Complete of Project Cost . . . . . 19.6%
- Percent Complete of Construction . . . . . 0%

### Project Update

- DSA Comments received for Construction Documents for Phase 1; revisions, based on meeting with DSA plan checkers and Regional Director, in process.
- Schematic Design remains in process for Phase 2 - Redesign of Student Parking Lot and Admin Building.
- Bi-weekly Meeting with Project Team conducted on 10-27-15.
- Commencement of Construction remains 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 Plan Check Duration –8 weeks	09-25-15** (Prior 07-30-15)
•DSA Third Back-check	11-5-15 ** (Prior 10-23-15)
•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 Manager	Maas Steve Hubbard
• Architect	IBI Group Bakersfield, CA
• Construction Manager	ProWest PCM



### Fast Facts

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

- Total Project Budget ..... \$39,542,838
- Project Square Footage (GSF) ..... 67,896 GSF (Rev - originally 93,000 SF)
- Funding Source ..... 80% DOD, 20% District Funds
- Construction Mobilization..... October 2015 (originally December 2014; Grant amended)
- Targeted Completion ..... 9/30/2017 (originally 9/30/16)

### Sustainable Features

- Meets requirements of the National Environmental Policy Act

# MURRAY MIDDLE SCHOOL

## PROJECT STATUS REPORT

### DSA REVIEW PHASE

#### Fast Financial Facts

- Total Project Budget (TPB). . . . . \$39,542,838
- Construction Budget @ 70% TPB less demo . . . . \$24,479,986
- Demolition Allowance for Old Murray . . . . . \$ 3,200,000
- Reserve for Soft Costs/Fees @ 30% TPB . . . . . \$11,862,851
- Encumbrances To Date. . . . . \$ 6,861,294
- Percent Complete of Project Cost . . . . . 17.4%
- 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.
- Removal Action Workplan (RAW) for soil remediation approved by Department of Toxic Substance Control (DTSC); release to the District by National Environmental Protection Agency remains outstanding; implementation scheduled to commence 11-30-15.
- NAWS site clearance review requested and pending; site mobilization scheduled for 11-19-15.
- Review by other regulatory agencies remains in process including California Department of Education, and Office of Public School Construction.
- Bid Openings conducted 10-6-15 through 10-8-15; three contracts scheduled for award are Site Remediation, Earthwork and Site Demolition; Site Utilities; Site Electrical. All other packages to be re-bid due to non-responsive bids.
- DTSC scheduled for site visit prior to commencement of Remediation.
- Request for Amendment to the Grant submitted for review by Office of Economic Adjustment (OEA) due to significant delays caused by regulatory agency review and requirements.



# 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)	11-19-15* (prior was regular 10-22-15)
•Site Soil Remediation and Approval	11-30-15 thru 01-26-16* (prior was 10-26-15 thru 12-18-15)
• Site Construction Start (Mobilization)	11-19-15 (prior was 10-26-15)
•Commence design of modular units	12-11-15* (prior was 10-23-15)
•DSA completion of review of modular unit design	10-13-16**(prior was 06-23-16)
•Commence construction of modular units	12-20-16**(prior was 06-24-16)

\*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 PHASE

#### Fast Financial Facts

- Total Project Budget .....\$7,024,500
- Construction Budget @ 70%.....\$4,917,150
- Reserve for Soft Costs/Fees at 30% .....\$2,107,350
- Encumbrances To Date. .... \$ 852,597
- Percent Complete of Project Cost ..... 12.1%
- Percent Complete of Construction ..... 0%

### 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; construction to be deferred until further notice.
- James Monroe DSA Plan Check complete; construction to be deferred until further notice.
- 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 separately as a General Contractor project.
- Applications for State Facilities Hardship funds remain in process.

# HVAC REMEDIATION

## SCHEDULE:

•DSA Submittal, Phased Intake	08-03-14 thru 03-17-15*
•DSA Plan Check Commencement for Mesquite and PAC	04-14-15 and 04-29-15*
•DSA Plan Check Duration – Estimated 8 weeks each Phase (as each phase design was completed)	08-03-14 thru 07-24-15*
•Bid Advertisements (twice)	02-08-16 and 02-15-16** (Prior 07-13-15 and 07-20-15)
•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 of Agreement with T. Lindsay Inc., DBA Performance Electric for Site Electrical Trades at the New Murray Middle School Site

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BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-nine million dollars for the construction of a new Murray Middle School. In response to this grant, the district initiated design and construction phase services to complete execution of the project. As part of that effort, bid documents were prepared for site electrical trades.

CURRENT CONSIDERATIONS: A local Contractors Outreach event was held on September 15, 2015 and a Job Walk was held on September 16, 2015. The project was bid on October 6, 7, and 8, 2015 according to the formal protocol established by the district, the OEA, and the State of California and 5 bid proposals were received for the project. Upon review of bids submitted, T. Lindsay Inc., DBA Performance Electric of Apple Valley, CA was selected as the responsive qualified low bidder for the work to execute the site electrical trades for the new Murray Middle School site.

FINANCIAL IMPLICATIONS: The bid proposal received and to be made part of the construction agreement is for \$1,148,808.00. Funding for this expense shall be 80% from the Murray Middle School grant funds and 20% from district matching funds including Fund 35.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the bid selection and grant staff the authority to enter into an Agreement for Construction for the site electrical trades with T. Lindsay Inc., DBA Performance Electric as the qualified low bidder.

## 10. CONSTRUCTION ADMINISTRATION

### 10.3 Approval of Agreement with Innovative Construction Solutions for Soil Remediation, Earthwork, and Site Demolition at the New Murray Middle School Site

---

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-nine million dollars for the construction of a new Murray Middle School. In response to that grant, the district initiated design and construction phase services to complete execution of the project. As part of that effort, bid documents were prepared for soil remediation, earthwork, and site demolition.

CURRENT CONSIDERATIONS: A local Contractors Outreach event was held on September 15, 2015 and a Job Walk was held on September 16, 2015. The project was bid on October 6, 7, and 8, 2015 according to the formal protocol established by the district, the OEA, and the State of California and 6 bid proposals were received. Upon review of bids submitted, Innovative Construction Solutions of Santa Ana, CA was selected as the responsive qualified low bidder for the work to execute the soil remediation, general earthwork, and site demolition trades for the new Murray Middle School site.

FINANCIAL IMPLICATIONS: The bid proposal received and to be made part of the construction agreement is for \$1,553,700.00. Funding for this expense shall be 80% from the Murray Middle School grant funds and 20% from district matching funds including Fund 35.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the bid selection and grant staff the authority to enter into an Agreement for Construction for the soil remediation, earthwork, and site demolition trades with Innovative Construction Solutions as the qualified low bidder.

## 10. CONSTRUCTION ADMINISTRATION

### 10.4 Approval of Agreement with Kerns, Inc. for Site Utilities and Associated Work at the New Murray Middle School Site

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BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-nine million dollars for the construction of a new Murray Middle School. In response to that grant, the district initiated design and construction phase services to complete execution of the project. As part of that effort, bid documents were prepared for site utilities and associated work.

CURRENT CONSIDERATIONS: A local Contractors Outreach event was held on September 15, 2015 and a Job Walk was held on September 16, 2015. The project was bid on October 6, 7, and 8, 2015 according to the formal protocol established by the district, the OEA, and the State of California and 4 bids were received for the project. Upon review of bids submitted, Kerns, Inc. of Hesperia, CA is the responsive qualified low bidder for the work to execute the site utilities and associated trades for the new Murray Middle School site.

FINANCIAL IMPLICATIONS: The bid proposal received and to be made part of the construction agreement is for \$1,087,456.00. Funding for this expense shall be 80% from the Murray Middle School grant funds and 20% from district matching funds including Fund 35.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the bid selection and grant staff the authority to enter into an Agreement for Construction for the site utilities and associated work with Kerns, Inc.

## 10. CONSTRUCTION ADMINISTRATION

### 10.5 Approval to Enter into Amendment #2 to the Agreement with ProWest PCM, Inc. for Services for the Burroughs High School Modernization Project

---

**BACKGROUND INFORMATION:** In response to a grant received from the Department of Defense (DOD) – Office of Economic Adjustment (OEA), the district is scheduled to commence construction of the modernization of Burroughs High School on January 4, 2016. Due to the complexity of the project as designed, the services of a Construction Management Consultant (CM) have been significantly beneficial to the district for the overall planning and oversight of multiple prime trade contractors. These services have been provided during pre-construction phase operations for the project, in lieu of relying on general construction contractors to provide these services.

**CURRENT CONSIDERATION:** At the regular board meeting on October 16, 2014, district staff was given approval to enter into agreements with ProWest PCM, Inc. DBA ProWest Constructors (hereinafter referred to as ProWest PCM, Inc.) for construction management services. That agreement included pre-construction services for a specific term per project. For Burroughs, the agreement was based on project completion of pre-construction services on June 24, 2015. Amendment #1 to the agreement identified a completion of pre-construction services on October 27, 2015. However, further delays in the project have now pushed the completion of pre-construction services to December 28, 2015.

**FINANCIAL IMPLICATIONS:** The amount of this second amendment for the extension of pre-construction services for Burroughs will be \$16,160.00 including reimbursable expenses, which includes overhead and general conditions for the work. The district plans to use both the DoD grant fund sources for 80% of the contract, as well as several other fund sources including Fund 40 for the remaining 20% required to be provided by the district.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that Amendment #2 to the agreement for pre-construction services with ProWest PCM, Inc. in support of the Burroughs High School modernization project be approved as requested.

# **PROWEST<sup>TM</sup>**

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## **CONSTRUCTORS**

November 2, 2015

Ms. Pamela Pence  
Program Manager  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
113 W. Felspar Avenue  
Ridgecrest, CA 93555

**SUBJECT: Burroughs High School  
Second Extension of Preconstruction Services**

Dear Ms Pence,

The contract time for our Preconstruction Services is scheduled to be completed 10-27-15. The Project has encountered several delays due to drawing corrections/revisions, DSA approvals and change in Architect of Record. Based on our current preconstruction schedule dated 10-22-15 our contract time for Preconstruction Services needs to be extended to 12-28-15, start of construction. ProWest still has work to be completed under the original preconstruction services but we are requesting additional compensation for an additional two months.

Our fee for the Project Executive, Preconstruction Manager and Administration for the additional 2 months is \$14,560 which includes commuting time to Ridgecrest.

We also request an additional \$1,600 for Reimbursable Expenses to cover the travel cost.

Should you have any questions regarding this proposal, please feel free to contact me.

Sincerely,  
**ProWest Constructors**



Larry Bookout  
Preconstruction Manager

Cc Jeff Rising  
Randy Craig  
William E. Reifsteck II

## 10. CONSTRUCTION ADMINISTRATION

### 10.6 Approval to Enter into Amendment #4 to the Agreement with RBB Architects, Inc., to Provide Professional Services for the Burroughs High School DoD Project

**BACKGROUND INFORMATION:** In response to a grant received from the Department of Defense (DOD) – Office of Economic Adjustment (OEA), the district has completed Phase One of the design and received DSA approval for the construction of the modernization of Burroughs High School. The project was divided into two phases in order to accomplish two goals:

- (1) To bring the project into line with the funding available - The designs of the new administration building and the new student parking lot accomplished by the prior architect were significantly over budget and could not be accommodated in the project budget. As a result, those elements of the project were removed from Phase One in order to allow time to accomplish a more cost effective design. Those two elements of the project were identified as Phase Two.
- (2) To keep the main elements of the modernization scope of the project moving ahead into construction as expediently as possible - By not postponing the scope of construction included in the modernization of the other buildings in the project, additional costs that would be associated with construction escalation over time are avoided.

**CURRENT CONSIDERATION:** RBB Architects, Inc. base agreement for professional services was predicated on the basis that the prior architect's work would proceed as designed. Therefore, no provision was made in that base agreement for the redesign of the new administration building nor for the redesign of the new student parking lot. Since this was not a part of the original agreement, the Architect of Record will be exposed to additional design and engineering fees to implement the above described Scope of Work. It is estimated that a construction cost savings of \$3.5M will be realized by this redesign.

**FINANCIAL IMPLICATIONS:** Attached Add Service Memo explains request #013 in the amount of \$131,458.00, including reimbursable expenses. The district plans to use both DoD grant fund sources for 80% of the contract, as well as IKSFA and several other fund sources for the remaining 20% required to be provided by the district per the grant agreement.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that Amendment #4 to the agreement with RBB Architects, Inc. for additional architectural/Engineering services for the Burroughs High School Modernization project be approved.



# AIA Document G802 - 2007 (Amended for Project)

## Amendment to the Professional Services Contract

Amendment Number: **013**  
Project Number: **1511200**  
Client Number:

TO: **Pamela Pence**

(Client or Client's Representative)

In accordance with the Agreement dated:

**February 3, 2015**

**BETWEEN** the Client:

(Name and address)

**Sierra Sands Unified School District  
Attn: Ernest M. Bell, Superintendent  
133 Felspar  
Ridgecrest CA 93555**

**AND** the Architect:

(Name and address)

**RBB ARCHITECTS INC.  
10980 Wilshire Blvd.  
Los Angeles, CA 90024**

**FOR** the Project:

(Name and address)

**Burroughs High School Modernization Project**

**AUTHORIZATION** is requested:

- ☐ To Proceed with Additional Services  
☒ To Bill per Previous Directions to Proceed  
☐ To Proceed Time and Materials

**CLIENT #**

**RBB IB # 1511200**

**AS** Follows: **Phase 2 Site and Admin Building**

**CHANGE TYPE** As Follows:

**1 - Owner Requested**

Implement Phase 2 Site Plan revisions and create Contract Documents per conceptual plan approved at OAC meeting on 9/16/15. Also includes re-design of Lot 5 to remain as Existing (This scope added to Phase 1 prior to DSA Submission as requested, but never included in an Add Service. Provide Schematic Design Plan and Exterior Elevations) for a Modular Administration Building, Canopies and covered structure. All Engineering and Design will be by the Modular Building Vendor. Includes Blast Force design criteria, but not engineering or design.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties)

**COMPENSATION:**

**\$131,458 - See Attached Breakdown**

Time:

**64 - Days**

**SUBMITTED BY:**

(Signature)

**Kevin S. Boots A.I.A., Sr. Vice President**

(Printed name and title)

**9/24/2015**

(Date)

**AGREED TO:**

(Signature)

**Christina Giraldo - Asst. Supt for Busine**

(Printed name and title)

(Date)



# AIA Document G802 - 2007 (Breakdown)

## G802 # 013

TASK	FEE	STAFF REQUIRED	RATE	ESTIMATED HOURS
<b>Design Task</b>				
Coordinate Consultants & Prepare Construction Documents	\$1,090	RBB - Principal	\$218.00	5
Coordinate Consultants & Prepare Construction Documents	\$7,280	RBB - Senior Construction Administrator	\$182.00	40
Coordinate Consultants & Prepare Construction Documents	\$18,432	RBB - Senior Project Manager	\$192.00	96
Coordinate Consultants & Prepare Construction Documents	\$20,400	RBB - Project Architect	\$170.00	120
Coordinate Consultants & Prepare Construction Documents	\$9,100	RBB - Senior Construction Administrator	\$182.00	50
				0
				0
Architectural CA Included in Base Contract and AS #10 already approved				0
Fire Sprinkler Design already included in AS #7				0
CA for other Disciplines included in their fees below				0
				0
Blast Force Protection - KPFF	\$5,000			0
				0
				0
				0
				0
				0
				0
				0
Process Consultants Deliverables / Billing(s)	\$3,100	RBB - Administrative Assistant	\$75.00	41
<b>Architectural Sub Total</b>	<b>\$64,402</b>			<b>352</b>
STRUCT - Principal in Charge	\$0		\$195.00	0
STRUCT - Project Manager	\$0		\$160.00	0
STRUCT - Project Engineer	\$0		\$130.00	0
STRUCT - CADD Operator	\$0		\$110.00	0
<b>STRUCT Sub Total</b>	<b>\$0</b>			<b>0</b>
MEP - Principal	\$438		\$210.00	2
MEP - Senior Associate	\$813		\$195.00	4
MEP - Project Manager	\$1,250		\$150.00	8
MEP - CAD	\$1,500		\$90.00	17
<b>MEP Sub Total</b>	<b>\$4,000</b>			<b>31</b>
Civil - Principal	\$6,941		\$295.00	24
Civil - Senior Project Manager	\$8,800		\$187.00	47
Civil - Project Engineer	\$14,682		\$156.00	94
Civil - CAD	\$19,576		\$104.00	188
<b>Civil Sub Total</b>	<b>\$50,000</b>			<b>353</b>
LANDSCAPE - Principal	\$8,000		\$160.00	50.0
<b>Landscape Sub Total</b>	<b>\$8,000</b>			<b>50.0</b>
<b>SubTotal</b>	<b>\$126,402</b>			
Added Reimbursables/Materials	\$5,056			
<b>Additional Service Total</b>	<b>\$131,458</b>			<b>787</b>

## 10. CONSTRUCTION ADMINISTRATION

### 10.7 Approval to Enter into Amendment #2 to the Agreement for Services with BSK Associates to Develop a Storm Water Pollution Prevention Plan (SWPPP) for the New Murray Middle School

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**BACKGROUND INFORMATION:** In response to a grant received from the Department of Defense (DOD) – Office of Economic Adjustment (OEA), the district is scheduled to commence construction of the new Murray Middle School. The California Environmental Quality Act (CEQA) requires that the district commission the services of an Environmental Specialist to compose, submit for review and approval, a Storm Water Pollution Prevention Plan (SWPPP) to be executed and maintained throughout the construction of the project. In addition, CEQA requires that the district retain a professional to observe and report on the maintenance of the plan during the construction process requiring specialized inspection and reporting. The purpose of the plan is to assure that rainwater and construction water run-off and associated debris is appropriately retained on site, and not permitted to enter the public storm water system.

**CURRENT CONSIDERATIONS:** BSK Associates has been retained by the district to provide special inspection and testing services for the Murray Middle School project. Inclusion of the SWPPP planning and monitoring services in their scope of work will provide efficient use of the inspectors' time and effort.

**FINANCIAL IMPLICATIONS:** The amount for the additional SWPPP planning and monitoring services for the Murray Middle School project will be \$98,420.00 which includes overhead, insurance and reimbursable expenses. 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 for the remaining 20% required to be provided by the district.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that Amendment #2 to the agreement with BSK Associates be approved to provide SWPPP planning and monitoring services for the prevention of storm system contamination in support of the new Murray Middle School project.



700 22<sup>nd</sup> Street  
Bakersfield, CA 93650  
P 661.327.0671  
F 661.324.4218  
[www.bskassociates.com](http://www.bskassociates.com)

**TRANSMITTED VIA EMAIL**

[ppence@ssusd.org](mailto:ppence@ssusd.org)

November 9, 2015

BSK Proposal EB15-12732

Ms. Pamela Pence  
Sierra Sands Unified School District  
113 West Felspar Avenue  
Ridgecrest, California 93555

**SUBJECT: AMENDMENT #2**  
**Stormwater Pollution Prevention Plan (SWPPP) and**  
**Compliance Monitoring**  
**Proposed Education Facility Site**  
**Drummond and French Avenues**  
**Ridgecrest, California**

Dear Ms. Pence:

BSK Associates (BSK) is pleased to present this proposal to prepare a Stormwater Pollution Prevention Plan (SWPPP), compliance monitoring and to provide Qualified SWPPP Designers and Practitioner services (QSD/QSP) for the proposed project located at the northwest corner of Drummond and French Avenues in Ridgecrest, California. The services proposed herein are to fulfill the requirement of the California General Permit (CGP) for stormwater discharge associated with construction activities. BSK's project understanding, scope of services, schedule, fees, and conditions of authorization are presented below.

## **PROJECT UNDERSTANDING**

BSK understands that the current site area of over 5 acres will be excavated and graded to for a new construction project. The project is anticipated to begin November 20, 2015 and continue through July 15, 2017. Therefore, the site project will require coverage under the CGP and will be a Risk Level 1 site. A Risk Level 1 Site requires a SWPPP, project management, weekly inspections, prior storm inspections, during storm inspections, and post storm inspections.

## **SCOPE OF SERVICES**

BSK will prepare a SWPPP in accordance with the requirements of the CGP. BSK requires that the client provide a copy of construction drawings to be used for the development of the SWPPP. BSK's cost, scope of services and schedule will be modified if construction drawings are not provided. The SWPPP will be submitted to the California SMARTS system for certification by the client for the Notice of Intent (NOI). The permit fee is the responsibility of the client. The state will not issue a permit until the fees have been received by the state. The SWPPP will be prepared by a QSD as required by the CGP.

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BSK will conduct monthly project management. The project management will include weather tracking to effectively schedule storm water monitoring events. In addition this task is used for quality control of the field reports.

Inspections will be conducted weekly. As part of the inspections, BSK will work with the site contractor regarding the condition of the best management practices (BMPs); making sure BMPs are being maintained and are installed correctly. All costs associated with the BMPs are the responsibility of the contractor. Inspections are required by the CGP. Weekly inspections will be combined with pre storm, and quarterly non-storm inspections when applicable. During storm and post storm inspections are also required. These inspections will be conducted on an as needed basis. All inspections will be conducted under a QSP as required by the CGP.

## SCHEDULE

BSK anticipates that approximately four weeks will be required to prepare the SWPPP. Inspections are anticipated to begin the same day soil is disturbed at the site. BSK requires at least one week prior notice from the client indicating the day construction activities are to begin.

## FEES

BSK proposes to perform the above scope of services on a time and materials basis to be invoiced monthly. We anticipate that our fees for preparing the SWPPP will be approximately **\$5,500**.

Due to the nature of estimating storm events the number of storm related events cannot be determined. For budget numbers, BSK estimates that there will be 8 storm events per year. The inspection price is presented in the table below:

Type of Inspection	Unit Rate of Inspection		Estimated Number of Events		Estimated Total
SWPPP	\$1,000	Lump Sum	1	Submittal	\$1,000
Annual Report	\$1,000	Lump Sum	1	Submittal	\$1,000
NOT	\$1,000	Lump Sum	1	Submittal	\$1,000
Weekly	\$560	per inspection	84	Weeks	\$47,040
Pre Storm	\$560	per inspection	16	Events	\$8,960
During Storm	\$560	per inspection	16	Events	\$8,960
Post Storm	\$560	per inspection	16	Events	\$8,960
Project Management	\$800	per month	20	months	\$16,000
<b>Estimated Total for QSP Services</b>					<b>\$92,920</b>
<b>Estimated Project Total</b>					<b>\$98,420</b>

## GENERAL CONDITIONS AND AGREEMENT

Enclosed are BSK's *General Conditions for Environmental Consulting Services* and a copy of BSK's *Agreement for Environmental Consulting Services*. To formalize these services, please have an

authorized representative sign and return the Agreement as our authorization to continue with the above scope of services. We will return a fully executed copy to you.

### **LIMITATIONS**

BSK's services will be performed in a manner consistent with the level of care and skill ordinarily exercised by other professionals practicing in the same locale and under similar circumstances at the time the work is performed. No other warranty, either express or implied, is made as to the professional advice provided under the terms of BSK's Agreement.

We look forward to continuing to be of service to you. Please call Ken Mitchell at (661) 327-0671, Ext. 211, if you have questions or require additional information or services.

Respectfully submitted,  
**BSK Associates**



Ken Mitchell, PG, QSD  
Project Geologist



Adam Terronez, P.E., G.E.  
Geotechnical Group Manager

Enclosed:

Agreement for Environmental Consulting Services  
General Conditions for Environmental Consulting Services

## AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

**THIS AGREEMENT**, effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 2015, is by and between Sierra Sands Unified School District ("Client") and BSK Associates ("Consultant").

**THE PROJECT** is generally described as:

Stormwater Pollution Prevention Plan and Compliance monitoring the site located in Ridgecrest, California ("Project Site").

**THIS AGREEMENT** consists of the following documents which are incorporated herein by reference:

- General Conditions for Environmental Consulting Services; and,
- Consultant's Scope of Services and Fee Estimate, presented in BSK's proposal EB15-12732, and referred to as Exhibit A.

Consultant agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	CLIENT	CONSULTANT
Signature:	_____	_____
Print Name:	_____	_____
Title:	_____	_____
Company:	_____	<b>BSK Associates</b>
Address:	_____	_____
	_____	_____
Date:	_____	_____

# GENERAL CONDITIONS FOR ENVIRONMENTAL CONSULTING SERVICES

## 1. DEFINITIONS

**1.1. Contract Documents.** Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

**1.2. Contractor.** The contractor or contractors, and including its/their subcontractors of every tier, retained to perform remediation work on the Project for which Consultant is providing Services under this Agreement

**1.3. Day(s).** Calendar day(s) unless otherwise stated.

**1.4. 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.

**1.5. Governmental Agencies.** All federal, state and local agencies having jurisdiction over the Project.

**1.6. Services.** The professional services provided by Consultant as set forth in this Agreement, the SCOPE OF SERVICES included in Exhibit A and any written amendment to this Agreement.

**1.7. Work.** The labor, materials, equipment and services required to complete the work described in the Contract Documents.

## 2. SCOPE OF SERVICES

Consultant will perform the Services set forth in the attached SCOPE OF SERVICES, which may be amended by Client and Consultant in writing.

**2.1. Changes in Scope.** If Consultant provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Consultant on the Project are subject to the terms and limitations of this Agreement. If Consultant provides Services, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 18, "Disputes."

**2.2. Licenses.** Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.

**2.3. Excluded Services.** Consultant's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

**2.3.1. General.** Client expressly waives any claim against Consultant resulting from its failure to perform recommended additional Services that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.

**2.3.2. Biological Pollutants.** Consultant's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Consultant's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Consultant has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Consultant from all claims by any third party concerning Biological Pollutants, except for damages caused by Consultant's sole negligence.

## 3. PAYMENTS TO CONSULTANT

**3.1. Basic Services.** Consultant will perform all Services set forth in the SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein.

**3.2. Additional Services.** Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

**3.3. Estimate of Fees.** Consultant 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 Consultant. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

**3.4. Rates.** Client will pay Consultant at the rates set forth in the SCHEDULE OF CHARGES.

**3.4.1. Changes to Rates.** Client and Consultant agree that the Schedule of Charges is subject to periodic review and amendment, as appropriate to reflect Consultant's then-current fee structure. Consultant will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Section 17, "Termination."

**3.4.2. Prevailing Wages.** Unless Client specifically informs Consultant in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

**3.5. Payment Timing; Late Charge.** All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

#### **4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES**

**4.1. Professional Standards.** Client acknowledges that Projects that include hazardous or toxic materials and/or investigations of chemicals in the environment involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect a Project's results, even though the Services are performed with skill and care.

**4.1.1. Evolving Technologies.** The investigation, characterization and remediation of hazardous wastes involve technologies which are rapidly evolving. Existing state-of-the-art technologies are often new and untried, and future technologies may supersede current techniques. In addition, standards for remediation, including statutes and regulations, change with time. Client understands that Consultant's recommendations must be based upon current technologies and standards and may differ from the recommendations that might be made at a later time.

**4.1.2. Level of Service.** Consultant offers different levels of Environmental Consulting Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of service adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of service than that being provided.

**4.1.3. Standard of Care.** Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and

subject to any other limitations contained in this Agreement, Consultant may perform its Services consistent with that level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale under similar circumstances at the time the Services are performed.

**4.2. No Warranty.** No warranty, express or implied, is included or intended by this Agreement.

#### **5. CONTRACTOR'S PERFORMANCE**

**5.1. Contractor's Performance.** Consultant is not responsible for the means, methods, techniques or sequences used by Contractor during the performance of the Work. Consultant will not supervise or direct Contractor's Work, nor be liable for any failure of Contractor to complete its Work in accordance with the Contract Documents or with applicable laws and regulations. Client understands and agrees that Contractor, and not Consultant, has sole responsibility for the safety of persons and property at the Project Site during remediation.

**5.2. Tests.** Tests performed by Consultant on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Consultant's tests and observation of the Work are not a guarantee of the quality of other parties' work and do not relieve other parties from their responsibility to perform their work in accordance with applicable plans, specifications and requirements.

#### **6. ESTIMATE OF REMEDIATION COSTS**

Client acknowledges that environmental remediation costs are subject to many influences that are not subject to precise forecasting and are outside of Consultant's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Consultant and that Consultant does not warrant or guaranty the accuracy of environmental remediation cost estimates.

#### **7. CLIENT'S RESPONSIBILITIES**

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

**7.1. Cooperation.** Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.

**7.2. Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

**7.3. Rights of Entry.** Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost

of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

**7.4. Relevant Information.** Supply Consultant with all information and documents in Client's possession or knowledge that are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

**7.5. Subsurface Structures.** Correctly designate the location of all subsurface structures on plans to be furnished to Consultant such as pipes, tanks, cables and utilities within the property lines of the Project Site(s) and be responsible for any damage inadvertently caused by Consultant to any such structure or utility not so designated. Consultant is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Consultant.

**7.6. Manifests.** Execute all manifests or other documents evidencing ownership, possession or control over Hazardous Materials.

**7.7. Notification to Authorities.** Provide all required notifications to applicable Governmental Agencies, regulatory bodies or the public related to the existence, discharge, release, disposal, and/or transportation of Hazardous Materials.

## 8. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Section 17, "Termination."

## 9. CERTIFICATIONS

Client agrees not to require Consultant to execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guaranty, either expressed or implied.

## 10. ALLOCATION OF RISK

**10.1. Limitation of Liability.** The total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant 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 Consultant under this Agreement or \$50,000, whichever is less; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Consultant's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Consultant's fee, provided that they amend this Agreement in writing as provided in Section 19.

### 10.2. Indemnification.

**10.2.1. Indemnification of Client.** Subject to the terms and limitations of this Agreement, Consultant 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 Consultant's negligence in performance of this Agreement. Consultant's defense obligation under this indemnity paragraph is limited to the reimbursement of reasonable defense costs to the extent of the Consultant's actual indemnity obligation hereunder.

**10.2.2. Indemnification of Consultant.** Client will indemnify and hold harmless Consultant Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Consultant's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Consultant 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 Material.

**10.3. Consequential Damages.** Neither Client nor Consultant 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.

**10.4. Continuing Agreement.** The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Consultant provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under

this Agreement apply to such Services as if the parties had executed an amendment.

## 11. INSURANCE

**11.1. Consultant's Insurance.** Consultant will obtain, if reasonably available, the following coverages:

**11.1.1.** Statutory Workers' Compensation/Employer's Liability Insurance;

**11.1.2.** Commercial General Liability Insurance with a combined single limit of \$1,000,000;

**11.1.3.** 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,

**11.1.4.** Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

**11.2. Contractor's Insurance.** Client will require that all Contractors and subcontractors for the Project name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Consultant and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

**11.3. Certificates of Insurance.** Upon request, Consultant 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 herein shall contain a waiver of subrogation.

## 12. OWNERSHIP AND USE OF DOCUMENTS

**12.1. Client Documents.** All documents provided by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain file copies of such documents.

**12.2. Consultant's Documents.** Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of the Services, including, but not limited to, Consultant's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents.

**12.3. Use of Documents.** All Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity without Consultant's prior written consent. Except as set forth herein, neither Consultant nor Client will disclose, disseminate or otherwise provide such reports or information except as

required for the completion of Contractor's Work or the monitoring of the Project by Governmental Agencies.

**12.3.1. 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.

**12.3.2. Use by Consultant.** Consultant 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.

**12.4. Electronic Media.** Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Consultant's electronic Documents and media will conform to Consultant's standards. Consultant will provide any requested electronic Documents for a 30-day acceptance period, and Consultant will correct any defects reported by Client to Consultant during this period. Consultant makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

**12.5. Unauthorized Reuse.** No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

## 13. SAMPLES AND CUTTINGS

**13.1. Sample Retention.** If Consultant provides laboratory testing or analytic Services, Consultant will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

**13.2. Monitoring Wells.** Client will take custody of all monitoring wells and probes installed during an investigation by Consultant, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

#### 14. RELATIONSHIP OF THE PARTIES

Consultant will perform Services under this Agreement as an independent contractor.

#### 15. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

#### 16. SUSPENSION AND DELAYS

**16.1. Procedures.** Client may, at any time, by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's work for more than 60 days and Client will pay Consultant as set forth under Section 17, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.

**16.2. Liability.** Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including, but not limited to, pollution, contamination or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

#### 17. TERMINATION

**17.1. Termination for Convenience.** Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

**17.2. Termination for Cause.** In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other 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.

**17.3. Payment on Termination.** Following termination other than for a material breach of this Agreement by Consultant, Client will pay Consultant 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 Consultant's then current SCHEDULE OF CHARGES.

#### 18. DISPUTES

**18.1. Mediation.** All disputes between Consultant 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.

**18.2. Precondition to Other Action.** No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or mediation occurred but does not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

**18.3. 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. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

**18.4. Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

#### 19. MISCELLANEOUS

**19.1. Integration and Severability.** This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is found to be void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

**19.2. 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.

**19.3. 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.

**19.4. Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

**19.5. 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.

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### **End of General Conditions**



## 10. CONSTRUCTION ADMINISTRATION

### 10.8 Agreement with Our Valley Fence, Inc. for Construction of a Perimeter Fence at the Site of the New Murray Middle School

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**BACKGROUND INFORMATION:** In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-nine million dollars for the construction of a new Murray Middle School. In response to that grant, the district has initiated design and construction phase services to complete execution of the project. Having received approval from the Division of the State Architect and the SSUSD Board of Trustees to commence construction of the project, prime trade contractors have been scheduled to mobilize on the site. As a part of that effort, and to correctly define the construction site boundaries, a temporary construction site perimeter fence must be installed. The district solicited responses to a Request for Informal Bidding Qualifications in January 2015 per California Public Contract Code. Only one fencing contractor who responded was found to be qualified. Per California Public Contract Code, all qualified contractors on the Informal Bidders list must be solicited to provide a proposal for given public work. Our Valley Fence, Inc. of Ridgecrest, CA is the sole pre-qualified contractor on the district's current Informal Bidders List. As a result Our Valley Fence, Inc. was selected as construction contractor to execute the temporary construction perimeter fence installation.

**CURRENT CONSIDERATIONS:** Upon review of the proposal submitted, Our Valley Fence, Inc. is the successful qualified bidder for the work to provide and install a temporary construction perimeter fence at the new Murray Middle School site.

**FINANCIAL IMPLICATIONS:** The bid proposal received and to be made part of the construction documents is for \$49,938.80. Funding for this expense shall be 80% from the Murray Middle School Grant funds and 20% from district matching funds including fund 35.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the district enter into an Agreement for Construction for the construction perimeter fence with Our Valley Fence, Inc. as presented.



PH: 760 446 3100  
Cell 760-677-9047

E Mail: Clay@valleyfence.com

FAX: 760 446 2988

TO:  
ATTN:

**JOB ESTIMATE**

**BID DATE**

11/10/2015

**JOB DESCRIPTION**

**TEMP FENCE FOR NEW MURRAY SCHOOL**

ITEM #	DESCRIPTION	QUANTITIES	UNIT	ITEM
9	8' Chain Link Fence	1,560	\$	12.01 \$ 18,735.60
	20' Drive Gate	2	\$	2,650.00 \$ 5,300.00
	Wind screen	4016	\$	6.45 \$ 25,903.20

lic # 892954 3-31-17

OVER 150 YEARS OF COMBINED EXPERIENCE

**BOND:** 2.60%

**EXCLUSIONS:**

Grading, Staking, Clearing of the fence line, Grounding, Electric,  
Removal and disposing of concrete footers  
Umbrella and Rail Road insurance, Installation  
Engineering and Layouts  
Post pockets  
Asphalt repairs  
Lighting  
Traffic control  
Vegetation Control  
Minor Concrete (Structure)  
Mandatory classes (Drug testing, Permits)  
WPCP, SWWPP  
Locating/Relocating of utilities  
Unmarked Underground

**DOLLARS (\$ ) \$ 49,938.80**

**NOTES:**

We Require 18' +/- Space for our equipment

0

**TOTAL**

**MOBILIZATIONS (TOTAL)**

This bid is based on (EA)

**ESTIMATED BY**

Clay Hoggard

# CONDITIONS OF BID PROPOSAL

## 0

### TEMP FENCE FOR NEW MURRAY SCHOOL

Acceptance of this proposal by Contractor shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Contractor's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Contractor's agreement herewith shall be evidenced by Contractor's signature hereon or by permitting Subcontractor to commence work for project.

1. Subcontractor shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Subcontractor's entitlement to payment for properly performed work or suitably stored materials or to require the Subcontractor to continue performance if timely payments are not made to Subcontractor for suitably performed work or stored materials or to void Subcontractor's right to file a lien or claim on its behalf in the event that any payment to Subcontractor is not timely made. **NO RETENION WILL BE HELD ON MATERIALS ON HAND**

2. The Contractor will withhold no more retention from the Subcontractor other than is being withheld by the Owner from the Contractor with respect to the Subcontractor's work.

3. All sums not paid when due shall bear an interest rate of 1½% per month or the maximum legal rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Contractor.

4. No backcharges or claim of the Contractor for services shall be valid except by an agreement in writing by the Subcontractor before the work is executed, except in the case of the Subcontractor's failure to meet any requirement of the subcontract agreement. In such event, the Contractor shall notify the Subcontractor of such default, in writing, and allow the Subcontractor reasonable time to correct any deficiency before incurring any cost chargeable to the Subcontractor.

5. Contractor is to prepare all work areas so as to be acceptable for Subcontractor work under the Subcontract. Subcontractor will not be called upon to start work until sufficient areas are ready to insure continued work. The Contractor shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical and water at no cost to Subcontractor.

6. Subcontractor shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Subcontractor shall not be responsible for delays or defaults where occasioned by any causes of any kind and extend beyond its control, including but not limited to: delays caused by the owner, general contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. Subcontractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations caused by others whose acts are not the Subcontractor's responsibility and to time extensions for unavoidable delays. The Contractor shall make no demand for liquidated damages for delays in excess of the amount specified in the subcontract agreement and no liquidated damages may be assessed against Subcontractor for more than the amount paid by the Contractor for unexcused delays to the extent actually caused by Subcontractor.

7. The Subcontractor's equipment and work are guaranteed for a period of one year from the date of substantial completion or use by the Contractor or the Contractor's customer, whichever is earlier. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy shall be that Subcontractor will replace or repair any part of its work which is found to be defective. Subcontractor shall not be responsible for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation or normal wear, tear and usage.

8. Work called for herein is to be performed during Subcontractor's regular working hours. All work performed outside of such hours shall be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized.

9. Contractor shall, if the Owner does not, purchase and maintain all risk insurance upon full value of the entire work and/or materials delivered to the jobsite, which shall include the interest of Subcontractor.

10. The Subcontractor shall indemnify and hold harmless the Contractor, Owner, Architect or others from damages only to the extent such damages were caused by any negligent act or omission of the Subcontractor or anyone for whose acts the Subcontractor is liable.

**Date**

**11/10/2015**

## 10. CONSTRUCTION ADMINISTRATION

### 10.9 Approval to Negotiate a Contract for Design and Fabrication of Modular Structures

**BACKGROUND INFORMATION:** In December of 2012, the district was awarded a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-nine million dollars for the construction of a new Murray Middle School. In response to that grant, the district commissioned and received design and construction documents for the work. Included in those documents were drawings and specifications for modular structures to compose the school, including all blast force measures as required by the OEA and the DoD. Those documents were prepared for competitive bidding and a minimum of eight (8) identified modular manufacturers were invited to bid.

**CURRENT CONSIDERATIONS:** In order to obtain competitive bids for the work, the district proceeded to widely advertise, to solicit, to review, and to evaluate proposals from pre-qualified modular manufacturers. Staff conducted a competitive process in accordance with the established protocol of the district, the OEA, and the DoD.

The District Selection Committee composed of administrators and district program managers, as non-voting observers, met on Thursday, October 8, 2015 to review and evaluate the bids received. One bid only, was received for each of only two of the five structures for which bids were solicited. No bidders bid all of the modular structures, and there was only one bidder for the two structures that were bid. The amount of the two bids received was twice the construction cost estimate for the work.

Because of the absence of responsive bids for the modular structures, it was the consensus of the committee that all bids for modular structures should be rejected. Further investigation and detailed discussion with six (6) of the pre-qualified bidders revealed that only one of them would be willing to bid all of the modular structures. Five of the six were unwilling to bid the gymnasium structure. There was only one pre-qualified bidder who was willing to bid the gymnasium building as well as all other structures. In conference with OEA, it was determined that, since the district has fully complied with the DoD, OEA, and California requirements for competitive bidding for procurement of fabrication of the modular structures, the Code of Federal Regulations (CFR's) and the California Public Contract Code allow that a public entity may proceed to negotiate a fixed price contract for work that was unsuccessfully competitively bid; i.e.:

Excerpt from CFR 200.320

“(f) Procurement by noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.”

Thereupon, the district requested in writing to the OEA permission to procure the modular structures through a noncompetitive procurement process. Such request has been authorized by the OEA per their correspondence dated November 13, 2015.

FINANCIAL IMPLICATIONS: To be determined upon the negotiation of a contract. The district plans to use both the DoD fund sources for 80% of the contract, as well as Fund 35 for the remaining 20% to support this contract.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that district staff be authorized to negotiate a contract for design and fabrication of modular structures in support of the Murray Middle School Construction Project.

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

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CURRENT CONSIDERATIONS: “A” and “B” warrants released in October, 2015 are submitted for approval. “A” warrants totaled \$2,571,366.72. “B” warrants totaled \$1,525,905.87.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for October, 2015 as presented.

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

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

### **"A" WARRANTS**

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$1,817,694.95
End of month classified	\$570,603.91
10th of month certificated	\$95,425.81
10th of month classified	\$87,642.05
<b>Total "A" Warrants</b>	<b>\$2,571,366.72</b>

### **"B" WARRANTS**

<b>Register Number</b>	<u>Amount</u>
57	\$39,859.34
58	\$44,455.30
59	\$55,853.81
60	\$26,948.16
61	\$132,143.27
62	\$65,978.39
63	Food Service
64	\$6,173.14
65	Food Service
66	Food Service
67	\$34,741.56
68	\$17,439.66
69	\$152,055.40
70	\$17,025.84
71	\$46,916.60
72	Food Service
73	\$60,620.84
74	\$23,837.76
75	\$28,963.75
76	\$30,962.58
77	\$45,238.24
78	Food Service
79	\$19,876.09
80	\$74,273.38
81	Food Service
82	\$477,323.44
83	November
84	\$117,126.32
85	November
86	November
87	Food Service
88	\$8,093.00
<b>Total "B" Warrants</b>	<b>\$1,525,905.87</b>

12. CONSENT CALENDAR

12.2 Approval of Recommendations for Expulsion, Expulsion Case #03 1516

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

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #03 1516: 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.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #03 1516 as presented.

12. CONSENT CALENDAR

12.3 Approval of Recommendations for Expulsion, Expulsion Case #04 1516

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

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #04 1516: As stated in a stipulated expulsion agreement, student is expelled for the 2015-16 fall semester and the 2015-16 spring semester, however, suspending the expulsion after November 20, 2015 allowing student to return to a SSUSD school under a behavior contract. During the term of expulsion, student will receive home instruction at a neutral site.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #04 1516 as presented.

12. CONSENT CALENDAR

12.4 Approval of Recommendations for Expulsion, Expulsion Case #05 1516

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

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #05 1516: As stated in a stipulated expulsion agreement, student is expelled during the 2015-16 fall semester and the 2015-16 spring semester, however, suspending the expulsion after November 20, 2015 allowing student to return to a SSUSD school under a behavior contract. During the term of expulsion, the student will receive home instruction at a neutral site.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #05 1516 as presented.

12. CONSENT CALENDAR

12.5 Approval of Recommendations for Expulsion, Expulsion Case #06 1516

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

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #06 1516: As stated in a stipulated expulsion agreement, student is expelled during the 2015-16 fall semester and the 2015-16 spring semester, however, suspending the spring semester allowing student to return to a SSUSD school in January 2016 under a behavior contract. During the term of the expulsion, student will receive home instruction at a neutral site.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #06 1516 as presented.