



Mountain View Whisman School District Board of Trustees - Regular Meeting

1400 Montecito Avenue
November 19, 2020
6:00 PM

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment. The Public's health and well-being are the top priority for the Board of Trustees of the Mountain View School District and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting of the Board will be available by:

Dial in Phone Number: (669) 900 6833 (San Jose)
Meeting ID: 985 6737 6285
Passcode: 972614
There is no participant ID

Members of the public who call in to the meeting will be placed in a waiting room until the appropriate time to address the Board. During that time in the waiting room, the caller will not be able to hear the meeting. Callers can view and hear the meeting here: youtube.com/mvwsd

Members of the public who wish to address the Board during the Board of Trustees meeting may email comments to publiccomments@mvwsd.org. In order to expedite the meeting, please send your comments by the Wednesday before the meeting. Staff will make all attempts to share and record any submissions received, however, depending on timing, late submissions will be provided to the Board after the conclusion of the meeting.

Note: The meeting is being held *solely* by telephonic means and will be made accessible to members of the public seeking to attend and to address the Board *solely* through the link above,

Members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least twenty-four (24) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations. (For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)

(Live streaming available at www.mvwsd.org)

As a courtesy to others, please turn off your cell phone upon entering.

Under Approval of Agenda, item order may be changed. All times are approximate.

I. CALL TO ORDER (6:00 p.m.)

- A. Pledge
- B. Roll Call
- C. Approval of Agenda

II. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD CONCERNING ITEMS ON THE CLOSED SESSION AGENDA

III. CLOSED SESSION

- A. Conference With Legal Counsel – Existing Litigation
 - 1. (Gov. Code, § 54965.9, subd. (d)(1))
Name of case: *Nelson v. Mountain View Whisman School District*, Santa Clara County Superior Court, Case No. 20CV369273
- B. APPEAL OF COMPLAINT AGAINST EMPLOYEE
 - 1. APPEAL OF COMPLAINT AGAINST EMPLOYEE (Gov. Code, § 54957, subd. (b)(1); Board Policy & Administrative Regulation No. 1312.1)
- C. Conference with Legal Counsel
 - 1. Conference with Legal Counsel — Existing Litigation (Government Code section 54956.9, subd. (d)(1)) State Case Number WC-CM-794208

IV. RECONVENE OPEN SESSION

- A. Closed Session Report

V. CONSENT AGENDA (10 minutes)

All items on the Consent Agenda are considered to be routine and will be approved in one motion. If discussion is required, items may be removed for separate consideration.

- A. Personnel Report
 - 1. Personnel Report to the Board of Trustees
- B. Minutes
 - 1. Minutes for November 5, 2020 Regular Board Meeting
- C. Contracts
 - 1. Contracts
- D. Crittenden School Book Discard
- E. Approval of Payroll Reports and Accounts Pay Warrant List for Month of October 2020

- F. Award of Architectural Services Contract to Hamilton Aitken Architects for the Paving & Utilities at Various Sites Project
- G. Silicon Valley Community Foundation Donation

VI. COMMUNICATIONS

- A. Employee Organizations
- B. District Committees
- C. Superintendent

VII. COMMUNITY COMMENTS

This is the time reserved for community members to address the Board on items that are not on the agenda. The Board and Administration welcome this opportunity to listen; however, in compliance with the Brown Act, the Board is not permitted to take action on non-agenda items.

Speakers are requested to complete a speaker card and state their name for the record.

If there are additional comments after 10 minutes have elapsed, this item may be continued after all the action and discussion items are completed.

Notes on Community Comments on Agendized Items

The staff presentation to the Board will occur first for each item. The Board will then ask clarifying questions. Afterwards, the community will be invited to comment. Any person wishing to speak will be granted up to three (3) minutes at the time the item appears on the agenda. Comments will be taken for up to 10 minutes, with extra time allowed for translation, as needed. Prior to addressing the Board, each speaker is requested to complete a speaker card (located on the counter near the door), give it to the Superintendent's Executive Assistant, and state his/her name for the record. We ask that you speak from the podium so that we may better hear you. At the conclusion of remarks or after 10 minutes has elapsed, the public comment portion is closed for that item and the Board will return to their own deliberations and comments. Please see the Board's "Welcome" brochure for more specifics on how Board meetings are run. The Board is grateful to have district personnel in the audience. These personnel may be consulted during the Board's discussion on any item.

VIII. REVIEW AND ACTION

- A. Resolution No. 01-111920, To Acknowledge Retiring Trustee Tamara Wilson (15 minutes)
- B. Resolution No. 02-111920, To Acknowledge Retiring Trustee Jose Gutiérrez, Jr. (15 minutes)
- C. Adoption of Strategic Plan 2027 (45 minutes)
- D. Single Plans for Student Achievement Update/Approval of the Mariano Castro Single Plan for Student Achievement (30 minutes)

IX. REVIEW AND DISCUSSION

- A. Review of Solar Structure Locations (10 minutes)
- B. Distance Learning Update and Next Steps (30 minutes)

X. BOARD UPDATES

XI. ITEMS FOR FUTURE AGENDAS

- Items for future agendas

XII. FUTURE BOARD MEETING DATES

- A. Future Board Meeting Dates

December 14, 2020

January 7, 2021

January 21, 2021

XIII. ADJOURNMENT (10:00 p.m.)

NOTICES FOR AUDIENCE MEMBERS

1. RECORDING OF MEETINGS:

The open session will be video recorded and live streamed on the District's website (www.mwvsd.org).

2. CELL PHONES:

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5. DOCUMENT AVAILABILITY:

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office, located at 1400 Montecito Avenue during normal business hours.

Los documentos que se les proveen a la mayoria de los miembros de la Mesa Directiva sobre los temas en la sesion abierta de este orden del dia estaran disponibles para la inspeccion publica en la Oficina del Distrito, localizada en el 1400 Montecito Avenue durante las horas de oficinas regulares.

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting

Estimated Time:

Person Responsible:

Background:

Dial in Phone Number: (669) 900 6833 (San Jose)

Meeting ID: 985 6737 6285

Passcode: 972614

There is no participant ID

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Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: Conference With Legal Counsel – Existing Litigation

Agenda Item Title: (Gov. Code, § 54965.9, subd. (d)(1))

Estimated Time:

Person Responsible:

Background:

Name of case: *Nelson v. Mountain View Whisman School District*, Santa Clara County Superior Court, Case No. 20CV369273

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: Conference with Legal Counsel

Agenda Item Title: Conference with Legal Counsel — Existing Litigation (Government Code section 54956.9, subd. (d)(1)) State Case Number WC-CM-794208

Estimated Time:

Person Responsible:

Dr. Ayindé Rudolph, Superintendent

Tara Vikjord, Interim Chief Human Relations Officer

Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: Personnel Report

Agenda Item Title: Personnel Report to the Board of Trustees

Estimated Time:

Person Responsible:

Tara Vikjord

Interim Chief Human Relations Officer

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Personnel Report to the Board of Trustees	Backup Material	11/12/2020

**Personnel Report to the Board
2020-2021**

First Name	Last Name	Position	Status	Site	FTE	Action	Details of Action	From	To	Admin. Rec.	Effective Date of Action	Date of Board Meeting
Gabriela	Cardiel	School Secretary		Crittenden	1.0000	Change of Assignment	FROM Receptionist, District Office, 1.0 FTE TO School Secretary, Crittenden, 1.0 FTE				11/13/20	11/19/20
Sammy	Daniels	Custodian		Bubb		Leave of Absence	Medical	10/23/20	12/13/20	Approve	10/23/20	11/19/20
Isabel	Duenas	Child Nutrition Assistant		Crittenden		Leave of Absence	Extension of Medical LOA	11/9/20	11/30/20	Approve	11/9/20	11/19/20
Colleen	McCullough	Teacher		Huff		Leave of Absence	Extension of Medical LOA	11/2/20	11/30/20	Approve	11/2/20	11/19/20
Douglas	Miller	Teacher		Crittenden		Leave of Absence	Medical	9/21/20	12/18/20	Approve	9/21/20	11/19/20
Samantha	Shellhammer	Teacher		Monta Loma		Leave of Absence	CFRA	11/2/20	1/8/21	Approve	11/2/20	11/19/20
Mary	Tilman	Teacher		Graham	1.0000	Leave of Absence	Medical	9/1/20	11/9/20	Approve	9/1/20	11/19/20
Mary	Tilman	Teacher		Graham	1.0000	Leave of Absence	CFRA	11/10/20	12/18/20	Approve	11/10/20	11/19/20
Maribel	Gonzalez	Receptionist		District Office	1.0000	New Hire					11/13/20	11/19/20
Maryam	Haghighatdana	Teacher	Temporary	Monta Loma	1.0000	New Hire					11/9/20	11/19/20
Karin	Jinbo	Coordinator		District Office	1.0000	New Hire					11/16/20	11/19/20
Nora	Barbieto	Noon Duty Assistant		Theuerkauf		Resignation					10/28/20	11/19/20

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: Minutes

Agenda Item Title: Minutes for November 5, 2020 Regular Board Meeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes for November 5, 2020 Regular Board Meeting	Backup Material	11/12/2020



Mountain View Whisman School District Board of Trustees - Regular Meeting

1400 Montecito Avenue
November 5, 2020
6:00 PM

Dial in Phone Number: (669) 900 6833 (San Jose)
Meeting ID: 986 0858 5337
Passcode: 905844
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Amended - (11/2/2020)

(Live streaming available at www.mvwsd.org)

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Under Approval of Agenda, item order may be changed. All times are approximate.

I. CALL TO ORDER (6:00 p.m.)

The meeting was called to order at 6:08 p.m.

A. Pledge

Trustees President Tamara Wilson led the Pledge of Allegiance.

B. Roll Call

Present: Blakely, Conley, Gutierrez, Wheeler, Wilson

Absent:

C. Approval of Agenda

A motion was made by Devon Conley and seconded by Ellen Wheeler to approve all items on the Consent Agenda, as presented.

Ayes: Blakely, Conley, Gutierrez, Wheeler, Wilson

II. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD CONCERNING ITEMS ON THE CLOSED SESSION AGENDA

No member of the public wished to address the Board of Trustees concerning items on the Closed Session Agenda.

III. CLOSED SESSION

The meeting was adjourned to Closed Session at 6:10 p.m.

A. Negotiations

1. Conference with Labor Negotiators (Government Code 54957.6, subd.(a))
Agency designated representatives: Ayindé Rudolph, Tara Vikjord, Lauren Petrea, Swati Dagar, Rebecca Westover, Heidi Galassi, Jonathan Pearl
Employee Organization: Mountain View Educators Association

IV. RECONVENE OPEN SESSION

The meeting was reconvened at 7:26 p.m.

A. Closed Session Report

Trustee President Wilson reported that no action was taken in Closed Session.

V. CONSENT AGENDA (10 minutes)

All items on the Consent Agenda are considered to be routine and will be approved in one motion. If discussion is required, items may be removed for separate consideration.

A motion was made by Jose Gutierrez and seconded by Ellen Wheeler to approve all items on the Consent Agenda, as presented.

Ayes: Blakely, Conley, Gutierrez, Wheeler, Wilson

Dr. Rudolph read community comments submitted on the Consent Agenda by:

- Christopher Chiang
- Steven Nelson

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

1. Minutes for October 22, 2020 Regular Board Meeting

C. Contracts

1. Contract(s)

- D. Parcel Tax Oversight Committee Report
- E. Bond Oversight Committee Report
- F. Board Policy No. 5116.1, Intradistrict Open Enrollment
- G. Award of Architectural Services Contract to Dreilling Terrones Architecture for the Crittenden Middle School New Monument Sign Project
- H. Award of Architectural Services Contract to Hamilton + Aitken Architects for the Electrical Upgrades at Crittenden MS and Theuerkauf ES Project
- I. Award of Architectural Services Contract to Hibser Yamauchi Architects for the Huff Elementary School New Portable Project
- J. Award of Architectural Services Contract to Dreilling Terrones Architecture for the HVAC Replacement at Various Sites Project
- K. Award of Architectural Services Contract to Artik Art & Architecture for the Park Restrooms at Various Sites Project
- L. Award of Architectural Services Contract to Hamilton + Aitken Architects for the Site Lighting at Various Sites Project
- M. Award of Architectural Services Contract to Dreilling Terrones Architecture for the Vargas Elementary School Parking Cover Project

VI. COMMUNICATIONS

A. Employee Organizations

No member of the employee organization was present to address the Board of Trustees.

B. District Committees

No report at this time.

C. Superintendent

Dr. Rudolph acknowledged and thanked the community for their emails regarding the "The Talk" and the vandalism that has taken place at various school sites. He thanked the Board of Trustees for their commitment and support. Dr. Rudolph will be taking the following week off, but there is a Community Check-In scheduled for November 20.

VII. COMMUNITY COMMENTS

The following members of the public addressed the Board of Trustees:

- Sandi Puett

- Vern Taylor

Dr. Rudolph read a community comment submitted by:

- Landon Timothy

VIII. REVIEW AND ACTION

A. Amendment to 2020-2021 Governance Calendar (5 minutes)

A motion was made by Devon Conley and seconded by Laura Blakely to approve the amendment to the 2020-2021 Governance Calendar.

Ayes: Blakely, Conley, Wheeler, Wilson

Abstain: Gutierrez

Staff requested due to new law that states that District's are unable to seat new board members until the second Friday in December and the timeline to approve the first interim budget that the Board of Trustees move the December 10, 2020, Regular Board meeting to December 14, 2020.

B. Board Policy No. 6174.1, Education of English Language Learners (Special Education) (5 minutes)

A motion was made by Laura Blakely and seconded by Ellen Wheeler to approve Board Policy No. 6174.1, Education of English Language Learners (Special Education).

Ayes: Blakely, Conley, Gutierrez, Wheeler, Wilson

C. Resolution No. 01-110520 Local Assignment Option (5 minutes)

A motion was made by Jose Gutierrez and seconded by Ellen Wheeler to approve Resolution No. 01-110520 Local Assignment Option.

Ayes: Blakely, Conley, Gutierrez, Wheeler, Wilson

IX. REVIEW AND DISCUSSION

A. Perimeter Control Update (40 minutes)

Dr. Rebecca Westover presented the Board of Trustees with a perimeter control update.

The following members of the public addressed the Board of Trustees:

- Cyndee Nguyen
- Tushar Moorti
- Rose Fulton
- Robin
- Trisha Lee
- Heidi Galassi
- Aytek Celik

- Lisa Henry
- Alexis Davis
- Katie's mom
- Karin Dillon
- Vanita A
- Vivek
- Jim Zaorski
- Jessica Chohan
- Kristina Brown

The following community comments were emailed to the Board of Trustees:

- Laurel Shephard
- Donna Hatakeda
- Paul Hammer
- Jan Alder
- William Nelson
- Hala Alshahwany
- at&t
- Aytok Celik
- Dwight Rodgers

A motion was made by Trustee Conley and seconded by Trustee Wheeler to extend the meeting to 11:30 p.m.

Ayes: Blakely, Conley, Wheeler, Wilson

Noes: Gutiérrez

B. Proposal for Opening Support Pods (60 minutes)

Geoff Chang, Director of Federal, State, and Strategic Programs presented a proposal for opening pods.

Dr. Rudolph read a community comment submitted by:

- Christopher Chiang

C. The Development of an Equity Committee (20 minutes)

Trustee Conley spoke regarding creating an Equity Committee and the details of what that would like.

X. BOARD UPDATES

Trustee Wheeler:

1. Attended a Commonwealth Club forum featuring the Dr. Michael Drake, new president of the University of California.
2. Attended the ACSA Legislative Brunch featuring election insight and analysis by Kevin Gordon of Capitol Advisors Group and another one featuring their federal education expert, Reg Leichty.

3. Attended the November meeting of PTA Council.
4. Attended the early November informal meeting of the Santa Clara County School Boards Association as well as the October fall “dinner” which featured speaker Tia Martinez on how to break the “Schools to Prison Timeline.” We also had musical entertainment by the MVHS Madrigals (each in their own Zoom square), we welcomed new superintendents in Santa Clara County, and bid fond farewell to retiring school board members (including our own Jose Gutierrez, Jr. and Tamara Wilson).
5. Attended MVWSD’s forum on “The Talk.”
6. Attended part of the Leadership Mountain View forum on “Educational Impacts from Covid” featuring LMV alums Trustee Devon Conley and Superintendent Rudolph.
7. Attended the October PTA meeting of Bubb Elementary School.
8. Attended a forum hosted by Assembly member Marc Berman as part of his work as chair of the Assembly Committee on the Master Plan for Public Education. This forum focused on “The Student Transfer Experience from Community College to Four Year College” and included student panelists sharing their experiences..
9. Attended the Oct. 23 Check in with the Superintendent.

All meetings were via Zoom unless otherwise indicated.

Trustee Gutiérrez thanked everyone on DELAC and wished everyone well.

XI. ITEMS FOR FUTURE AGENDAS

- Informational presentation by Chief Bosel regarding our working relationship with the police department.

XII. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

November 19, 2020
December 10, 2020
January 7, 2021
January 21, 2021

XIII. ADJOURNMENT (10:00 p.m.)

The meeting was adjourned at 11:23 p.m.

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Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: Contracts

Agenda Item Title: Contracts

Estimated Time:

Person Responsible:

Rebecca Westover Ed.D., Chief Business Officer

Background:

On November 19, 2015, the District's Governing Board approved Resolution No. 1580.11/15 delegating authority to award contracts to the District's Superintendent, Chief Business Officer, Associate Superintendent(s), and Assistant Superintendent(s) pursuant to Education Code sections 17604 and 17605.

All contracts approved by those authorized to do so pursuant to that delegation authority are to be submitted to the District's Governing Board for ratification. Contracts that do not, however, involve an expenditure in excess of the bid limits specified in Public Contract Code section 20111 need only be reviewed by the District's Governing Board every 60 days. The applicable bid limits are \$15,000 for construction contracts and \$95,200 in 2020 (adjusted annually) for the purchase of equipment, materials, supplies, non-construction services, or repairs including maintenance.

Presented for ratification are the following contract(s):

Presented for review are the following contract(s):

1. Jewish Coalition for Literacy - Tutoring volunteer program for Castro Elementary. No cost to MVWSD.
2. Jack Schreder & Associates - Assistance in applying for funding through the State Facilities Funding Program. \$22,940.00 not to exceed 124 hours without prior written approval from the district.
3. Rhythm & Moves - New Community Connection Program for 20/21 to be delivered on Wednesdays beginning November 18 through January 27, 2021. This program will offer an opportunity for students to come to campus, interact and connect with each other through structured activities in a safe environment. \$32,222.25
4. Rhythm & Moves - Adjustment for classes provided to elementary sites. Increase in costs from original contract in spring 2020. Two additional classes at a total cost of \$6,960.00 were added based on enrollment: Original \$835,200 new amount \$842,160.00.
5. Ok To Reopen Inc. - Web Application Software for district data collection, auditing, and updating daily health surveys for staff, students and parents. No cost to MVWSD.

Fiscal Implication:

See Background for details.

Recommended Action:

It is recommended that the Board of Trustees ratify or review the contracts as presented.

ATTACHMENTS:

Description	Type	Upload Date
Jewish Coalition for Literacy - MOU 2020-2021	Backup Material	11/4/2020
Jack Schreder & Associates	Backup Material	11/6/2020
Rhythm & Moves - Community Connection MOU 20-21	Backup Material	11/6/2020
Rhythm & Moves- Addendum to 20-21 MOU	Backup Material	11/6/2020
Ok To Reopen, Inc. - Service Agreement	Backup Material	11/12/2020



Memorandum of Understanding (2020-2021)

This MOU is between the Jewish Coalition for Literacy (JCL) and Mariano Castro Elementary School

This document explains the working relationship between the Jewish Coalition for Literacy (JCL) and **Mariano Castro Elementary School**, hereinafter referred to as the "Tutoring Site." The Tutoring Site and JCL agree to work together as outlined below to ensure the smooth and efficient functioning of JCL's tutoring program online and at the Tutoring Site when circumstances permit.

JCL Program Goals

- 1) To recruit and train volunteer reading tutors and place them in public elementary schools and after-school programs, to tutor individually or in small groups with struggling readers in grades K-3, for one hour a week throughout the school year, either in-person or online
- 2) To help targeted K-3 grade students develop literacy skills and a love of reading and learning through 'Read Aloud' and one-to-one tutoring techniques
- 3) To provide tutors with a positive volunteer experience through supervision, guidance, and support

To achieve these goals JCL and the Tutoring Site will undertake the following functions:

The Tutoring Site will:

- a) Assign a staff person to be the chief liaison ("Site Coordinator") with JCL. This person will match students with JCL tutors, keep records of student/tutor pairings, the tutoring schedule, the students' primary teacher(s) and the students' parent/guardian.
- b) Identify the children in need of tutoring assistance and match them with a JCL tutor.
 - *JCL's target population consists of children who do not read at grade level but who do not need professional intervention and can benefit from 1-2 hours a week with a volunteer tutor.*
 - *Participating students should have consistent attendance records.*
- c) **Obtain parent/guardian permission and waiver for online tutoring sessions with JCL tutors. Provide JCL with signed copies of parent/guardian consent and waiver forms of participating students.**
- d) Provide appropriate space (quiet space is best) for volunteers to read with their students, when schools return to onsite instruction and volunteers are permitted on campus. This can be in the classroom or in another designated area to conform to school district/site regulations.
- e) Have classroom teacher fill out a **JCL Student Profile Questionnaire** if/when a JCL tutor is working with a new student. Give this completed form to the tutor along with any other pertinent information about the student.
- f) When appropriate, notify tutors of cancelled sessions due to field trips or programs in advance.

- g) Complete JCL's end-of-year electronic survey designed to measure student progress and program effectiveness.
- h) Engage in best practices by giving tutors a warm welcome, acknowledging them by name, and including them in any volunteer appreciation events if appropriate.

Jewish Coalition for Literacy will:

- a) Provide a JCL staff person to be the chief liaison with the Tutoring Site.
- b) Recruit, train and support volunteer tutors and ensure that they have completed all requirements for volunteering in the school district and/or partner organization (proof of negative TB test, references, and fingerprinting background check).
- c) Notify the "Site Coordinator" to begin the matching process between student and tutor.
- d) Work with the tutor and tutoring site to resolve any tutoring problems.
- e) All JCL services are provided free of charge to the Tutoring Site.

Name of Site Coordinator: Kristen Calderon

Position at Tutoring Site: SCEF

Phone: 650-526-3590 ext. 1824

Email: kcalderon@mvwsd.org

To the fullest extent provided by law, Vendor shall defend, indemnify and hold harmless the District, including its employees, directors, agents, volunteers, and affiliates, from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs, and expenses (including without limitation reasonable attorney's fees and costs) arising out of this Agreement, except to the extent caused by the District's sole gross negligence or intentional misconduct.

All parties agree to uphold the responsibilities outlined above. This document can be amended at any time in writing by both parties.

Name of Partner Site: Mariano Castro Elementary

Principal (Please Print): Theresa Lambert

Email: tlambert@mvwsd.org Phone: 650-526-3590

Signature: _____ Date: _____

Cathy Baur, Chief Academic Officer, Mountain View Whisman School District

Corinne Jaffe-Gellman, Senior Program Manager, Jewish Coalition for Literacy

Signature: _____ Date: _____

Please return this signed MOU to JCL by any one of the following methods:

Email: <u>cjgellmanl@jcrc.org</u>
Mail: Jewish Coalition for Literacy, 131 Steuart Street, Suite 205, San Francisco, CA, 94105

If you have any questions, please contact **Corinne Jaffe-Gellman**, Senior Program Manager, **cjgellman@jcrc.org** or (415) 977-7436. Thank you!

**PROPOSAL/AGREEMENT FOR SCHOOL FACILITY
CONSULTING SERVICES**

for the

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Prepared by:

Jack Schreder & Associates, Inc.
2230 K Street
Sacramento, California 95816
(916) 441-0986

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STATE SCHOOL FACILITY PROGRAM

PURPOSE OF SERVICES

The planning, funding, construction, and modernization of school facilities involve many complex issues. Due to the frequent changes in State school facility legislation, it is time and cost effective to be represented by a consulting firm based in Sacramento that is experienced in the many aspects of school facility planning. Since 1980, Jack Schreder & Associates, Inc. has provided over 350 California school districts with experienced school facility consultation.

Jack Schreder & Associates, Inc. will provide the Mountain View Whisman School District with assistance in applying for school facility funding through the State School Facility Program.

Our services include the following:

Approval of Eligibility

1. Obtain from the District facilities and enrollment information required to determine the amount of state modernization and new construction grant funding eligibility under the School Facility Program (SFP).
2. Review and analyze District data to support District applications for the maximum modernization and new construction eligibility and funding approval.
3. Prepare required enrollment and facilities reports for District review and approval to file with the Office of Public School Construction (OPSC) to seek approval of modernization and new construction eligibility. Prepare annual updated enrollment and facilities reports as needed or required.
4. Submit modernization and new construction eligibility applications to OPSC for approval by the State Allocation Board.

Approval of Funding

1. Work with the District staff, project managers, and architects to establish timelines for completion of plans and state agency approvals to maximize the opportunity for funding approvals and meet the construction timelines and financial needs of the District. Assist District with determination of project scope in order to secure maximum project eligibility and funding approvals.

2. Complete application for funding for District review and approval.
3. Assist the District in securing timely State Allocation Board funding approval upon filing Division of State Architect and California Department of Education approved final project plans with OPSC.

Other Facility Program Funding Options

1. Assist District with application for all eligible new construction and modernization “additional” and “excessive cost” grant amounts per SB 50 regulations.
2. Assist District with Department of Industrial Relations (DIR) prevailing wage requirements on public works contracts.
3. Assist District with application for SB 50 Financial Hardship funding if the District cannot meet the required financial obligations to receive state grant funding.
4. Assist District with application for Facility Hardship Grant to rehabilitate or replace classrooms and related facilities in accordance with SB 50 regulations.
5. Assist District with the preparation of Program Expenditure Reporting Requirements. Assist with preparation of the Expenditure Report forms and Progress Report. Assist with preparation of required Program Accountability Progress Audit.

CONSULTING FEES

The District shall pay the Consultant at the rate of \$185 per hour for services outlined in this Agreement, not to exceed 124 hours without prior written approval from the District.

The Consultant will provide services as needed and requested by the District. Services will be documented and invoiced on a monthly basis.

The scope of the work necessary to complete the services listed in this Agreement is dependent on the availability and quality of the District's enrollment and facilities information and Subject to SB 50 regulations.

ADDITIONAL CONSIDERATIONS

1. The Consultant shall be reimbursed as follows:
2. Necessary visitations to the District by the Consultant will be reimbursed on an actual and necessary basis. Reimbursed visitations shall have prior approval from the District.
3. Reproduction of documents shall be the responsibility of the District. If the District chooses, the Consultant will provide duplicating services on an actual cost basis.
4. Express mail expenses will be documented and reimbursed to the Consultant.
5. Application filing fees and other state required fees are the responsibility of the District.

**This Agreement is between Mountain View Whisman School District and
Jack Schreder & Associates, Inc.**

Rebecca Westover,
Chief Business Officer
Mountain View Whisman School District



Jack S. Schreder
Jack Schreder & Associates, Inc.

November 4, 2020

Date

Date

PROFESSIONAL QUALIFICATIONS

Dr. Jack S. Schreder President

As a Government Relations and School Facilities Consultant for the past thirty years, Dr. Schreder has used his expertise to assist school districts with their facility and financial concerns. Dr. Schreder's knowledge of educational facilities and finance has been augmented by his experience working within various California school districts. As a former president of the Associates of California School Administrators (ACSA Region 1), former lobbyist for ACSA, San Diego City Schools, and several private entities, he has developed the skills necessary to develop a process which results in meaningful solutions to resolving impact issues.

Dr. Schreder is a graduate of Stanford University (Ph.D. - Education and Business), San Francisco State University (M.A. - School Administration) and Michigan State University (B.A. Economics).

Kristen G. Schreder President, School Facilities Division

Kristen Schreder is a specialist on issues relating to State Allocation Board regulations and the Office of Public School Construction policies. She represents over eighty school districts on matters related to the LeRoy Greene School Facility Program. She is an experienced lobbyist in both Louisiana and California.

Ms. Schreder is an honors graduate of Chico State University (Social Science, 1978) and is a graduate of the National Center for Paralegal Training, Atlanta, Georgia, 1982.

Elona Cunningham Senior Associate

Ms. Cunningham received her BS in Business Administration with a Minor in Spanish from Menlo College and her English/Spanish Bilingual Multiple Subject Teaching Credential from the University of San Francisco. Her work experience includes five years as a bilingual elementary school teacher in California. Before joining Jack Schreder and Associates in 1997, Ms.

Cunningham worked at the corporate offices of J. Crew in New York and the Gap in San Francisco.

Ms. Cunningham has over 14 years of experience in the school facility arena. Her experience includes all areas of school facility planning while specializing in securing facilities funding for school districts throughout the State of California. In order to maximize State funding, district's needs are evaluated and all available facility funding options are considered to maximize funding. Over the course of 14 years she has secured facilities funding for over 100 school districts totaling in excess of \$1 billion in facility funding. In order to secure facility funding, regular interaction with relevant State agencies is critical. Through regular communication and a presence in Sacramento, Ms. Cunningham has developed strong relationships with the Department of the State Architect, California Department of Education, and the Office of Public School Construction.

In addition, Ms. Cunningham prepares Level I Developer Fee Justification Studies and Level II School Facility Needs Assessments to assist with the impact of additional students generated from development projects.

Tamara Caspar
Associate

Ms. Caspar joined our firm in 1998. Ms. Caspar is responsible for tracking and assisting districts with determining new construction and modernization eligibility. Ms. Caspar serves as a liaison between school districts, architects, and State agencies to secure funding for eligible projects in a timely manner.

CLIENT LIST

Jack Schreder & Associates, Inc. has worked with the following districts:

FACILITY FUNDING/ CLASS SIZE REDUCTION

ABC

Alhambra City Elementary

Alpaugh Unified

Antioch Unified

Archoe Union Elementary

Apple Valley Unified

Aromas-San Juan Unified

Banta Elementary

Bayshore Elementary

Bear Valley Unified

Bellevue Union

Benicia Unified

Berkeley Unified

Biggs Unified

Big Lagoon

Big Pine Unified

Bishop

Brawley Union Elementary

Brawley Union High

Buckeye Elementary

Burbank Unified

Butte Valley Unified

Cabrillo Unified

Calistoga Joint Unified

Canyon Elementary

Caruthers Union Elementary

Central Union High

Ceres Unified

Chatom Union Elementary

Cloverdale Unified

Coarsegold Union

Colusa Unified

Corcoran Joint Unified

Corning Union Elementary

Delano Union Elementary

Dos Palos Joint Union Elementary

Eastern Sierra Unified

Empire Union

Enterprise Elementary

Escondido Union Elementary

Etna Union High

Fairfax Elementary

Fillmore

Firebaugh-Las Deltas Unified

Forestville Union Elementary

Fort Bragg Unified

Galt High

Gateway Unified

Gonzales Union High

Grant Elementary

Grass Valley Elementary

Greenfield Union Elementary

Hamilton Union High

Hart-Ransom Union

Holtville Unified

Hughson Union High

Igo-Ono-Platina Union Elementary

Imperial Unified

Janesville Union

John Swett Unified

Johnstonville Elementary

Kenwood Elementary

Keppel Union

Kerman Unified

Kings Canyon Joint Unified

King City Joint Union High

King City Union Elementary

Lassen High

Laytonville Unified

Le Grand Elementary
Lewiston Elementary
Liberty Elementary
Linden Unified
Live Oak Unified
Lone Pine Unified
Los Banos Unified
Los Molinos Unified
Mammoth Unified
Manzanita Elementary
Marysville Joint Unified
McSwain Union Elementary
Merced City Elementary
Middletown Unified
Mt. Diablo Unified
Monson-Sultana Joint Union Elem
Moreno Valley Unified
Morgan Hill Unified
Mother Lode Union Elementary
Napa Valley Unified
National
Newark Unified
North County Joint Union
Elementary
Oak Grove Union Elementary
Oakdale Joint Union High
Oakdale Union Elementary
Oakland Unified
Orange Unified
Orcutt Union Elementary
Orick Elementary
Orland Joint Union Elementary
Orland Joint Union High
Palo Alto Unified
Patterson Joint Unified
Pierce Joint Unified
Planada Elementary
Pleasant Ridge Union Elementary
Plumas Unified
Poway Unified
Ready Springs Union
Red Bluff Union Elementary
Reef-Sunset Unified
Red Bluff Union High

Redding Elementary
Rescue Union Elementary
Richmond Elementary
Rincon Valley Union Elementary
River Delta Unified
Riverbank Unified
Roseland Elementary
Roseville Joint Union High
Ross Valley Elementary
Saddleback Valley Unified
San Benito High
San Bruno Park Elementary
San Gabriel Unified
San Lorenzo Unified
Santa Paula Elementary
Santa Rosa Elementary
Santa Rosa High
Scotts Valley Unified
Selma Unified
Sequoia High
Shaffer Union
Shasta Union Elementary
Shasta Union High
Shoreline Unified
Sierra-Plumas Joint Unified
Sonora Union High
Soquel Union Elementary
Southern Kern Unified
Surprise Valley Joint Unified
Susanville
Sylvan Union Elementary
Tahoe Truckee Unified
Tulelake Basin Joint Unified
Tustin Unified
Ukiah Unified
Victor Elementary
Vista Unified
Washington Unified
Waterford Elementary
Weaver Union
Weed Union Elementary
West Side Union Elementary
Western Placer Unified
Williams Unified

Willits Unified
Winters Joint Unified
Winton Elementary
Woodland Joint Unified
Wright Elementary
Yucaipa-Calimesa Joint Unified

DEVELOPER FEE STUDIES/YIELD
STUDIES

Alameda City Unified
Allensworth Elementary
Alexander Valley Union Elementary
Alpaugh Unified
Alta-Dutch Flat Union Elementary
Alview – Dairyland Union Elem.
Alvina Elementary
Analy Union High
Anderson Union High
Anderson Valley Unified
Antelope Valley Union High
Apple Valley Unified
Arcadia Unified
Arcohe Union Elementary
Arena Union Elementary
Armona Union Elementary
Aromas-San Juan Unified
Atascadero Unified
Atwater Elementary
Bangor Union Elementary
Banta Elementary
Bass Elementary
Bear Valley Unified
Bella Vista Elementary
Bellevue Elementary
Bellevue Union Elementary
Bellflower Unified
Belmont-Redwood Shores
Elementary
Benicia Unified
Bennett Valley Union Elementary
Beverly Hills Unified
Big Lagoon Union Elementary
Big Oak Flat-Groveland Unified

Big Pine Unified
Big Springs Union Elementary
Biggs Unified
Big Valley Joint Unified
Bishop Union Elementary
Bishop Joint Union High
Black Butte Union Elementary
Black Oak Mine Unified
Blue Lake Union Elementary
Bogus Elementary
Bonny Doon Union Elementary
Bradley Union
Brawley Union Elementary
Brawley Union High
Briggs Elementary
Brittan Elementary
Browns Elementary
Buckeye Elementary
Buellton Union Elementary
Burbank Unified
Butte Valley Unified
Burlingame Elementary
Butteville Union Elementary
Cabrillo Unified
Cajon Valley Union Elementary
Calexico Unified
Calipatria Unified
Calistoga Joint Unified
Cambrian Elementary
Camino Union Elementary
Camptonville Elementary
Canyon Union Elementary
Capay Joint Unified
Caruthers Unified
Caruthers Union Elementary
Caruthers Union High
Cascade Union Elementary
Castle Rock Union Elementary
Castro Valley Unified
Central Union Elementary
Central Union High
Ceres Unified
Charter Oak Unified
Chicago Park Elementary

Chinese Camp Elementary
Chowchilla Union High
Chualar Union Elementary
Cinnabar Elementary
Clay Joint Elementary
Clear Creek Elementary
Cloverdale Unified
Coffee Creek Elementary
Cold Spring Elementary
Columbia Elementary
Columbia Union
Colusa Unified
Corcoran Joint Unified
Cotati-Rohnert Park Unified
Cottonwood Union Elementary
Culver City Unified
Curtis Creek Elementary
Covina Valley Unified
Delano Joint Union High
Delano Union Elementary
Delphic Elementary
Delta Island Union Elementary
Delta View Joint Union Elementary
Denair Unified
Dinuba Unified
Dos Palos Oro- Loma Joint Union
Dublin Unified
Ducor Union Elementary
Dunsmuir Elementary
Dunsmuir Joint Union High
Durham Unified
East Nicolaus Joint Union High
El Centro Elementary
El Dorado Union High
Emery Unified
Enterprise Elementary
Esparto Unified
Etna Union High
Eureka City Elementary
Exeter Union Elementary
Exeter Union High
Fallbrook Union Elementary
Fall River Joint Unified
Feather Falls Union

Ferndale Unified
Fillmore Unified
Firebaugh-Las Deltas Unified
Flournoy Union Elementary
Fontana Unified
Forestville Union Elementary
Forks of Salmon Elementary
Fort Bragg Unified
Fort Ross Elementary
Fort Sage Unified
Fortuna Union Elementary
Franklin Elementary
French Gulch-Whiskeytown Elem
Galt Joint Union High
Gateway Unified
Gazelle Union Elementary
Gold Oak Union
Gold Trail Union
Golden Hills
Golden Feather Union
Gonzales Union High
Gorman Elementary
Gorman Unified
Grant Elementary
Grant Joint Union High
Grass Valley Elementary
Gravenstein Union Elementary
Grossmont Union High
Guadalupe Union Elementary
Gustine Unified
Grenada Elementary
Guerneville Elementary
Hamilton Union Elementary
Hamilton Union High
Hanford Elementary
Hanford Joint Union High
Happy Valley Union Elementary
Harmony Union Elementary
Hart-Ransom Union Elementary
Hayward Unified
Healdsburg Unified
Hilmar Unified
Holtville Unified
Hornbrook Elementary

Howell Mountain Elementary
Hughes Elizabeth Lakes Union Elem
Hughson Unified
Hughson Union High
Igo, Ono, Platina Union Elementary
Imperial Unified
Indian Diggings Elementary
Indian Springs Elementary
Irvine Unified
Island Union Elementary
Jamestown Elementary
Janesville Union Elementary
John Swett Unified
Johnstonville Elementary
Julian Union High
Junction Elementary (Shasta)
Junction Elementary (Siskiyou)
Kenwood Elementary
Keppel Union Elementary
Kerman Unified
Keyes Union Elementary
King City Joint Union High
Kings Canyon Joint Unified
Kings River Union Elementary
Kings River-Hardwick Union Elem
Kingsburg High
Kingsburg Joint Union Elementary
Kirkwood Elementary
Kit Carson Union
Klamath River Union Elementary
Knightsen Elementary
La Honda Pescadero Unified
Lafayette Elementary
Laguna Salida Union Elementary
Lagunitas Elementary
Lakeport Unified
Lakeside Union Elementary
Lake Tahoe Unified
Lammersville Elementary
Larkspur Elementary
Las Lomitas Elementary
Lassen Union High
Laton Joint Unified
Latrobe

Lawndale Elementary
Le Grand Union Elementary
Le Grand Union High
Lemoore Union Elementary
Lemoore Union High
Lewiston Elementary
Liberty Elementary (Petaluma)
Liberty Elementary (Sonoma)
Liberty Union High
Linden Unified
Lindsay Unified
Little Shasta Elementary
Live Oak Unified
Los Alamos Elementary
Los Banos Unified
Los Gatos- Saratoga Jt Union High
Los Molinos Unified
Los Olivos Elementary
Lucia Mar Unified
Lynwood Unified
Magnolia Union Elementary
Mammoth Unified
Manhattan Beach Unified
Marcum-Illinois Union
Mariposa County Unified
Mark West Union
Martinez Unified
Marysville Joint Unified
Maxwell Unified
McCabe Union Elementary
McCloud Union Elementary
McSwain Union Elementary
Mendocino Unified
Meadows Union Elementary
Mendota Unified
Menlo Park City Elementary
Meridian Elementary
Millbrae Elementary
Millville Elementary
Milpitas Unified
Mojave Unified
Monroe Elementary
Monson-Sultana Joint Union Elem
Montague Elementary

Montebello Elementary
Montecito Union Elementary
Monte Rio Union Elementary
Moreland Elementary
Morgan Hill Unified
Morongo Unified
Mother Lode Union Elementary
Mountain Union Elementary
Mt. Diablo Unified
Mt. Shasta Union
Mulberry Elementary
Mupu Elementary
Napa Valley Unified
Novato Unified
Needles Unified
Nevada City
Nevada Joint Union High
Newark Unified
New Jerusalem Elementary
Nicasio Elementary
North County Joint Union
North Cow Creek Elementary
Novato Unified
Oak Grove Union Elementary
Oak Run Elementary
Oakdale Joint Union High
Oakdale Unified
Oakdale Union Elementary
Oakland Unified
Oak View Union Elementary
Ojai Unified
Old Adobe Union Elementary
Orchard
Orcutt Union Elementary
Orinda Union Elementary
Orland Joint Unified
Orland Joint Union Elementary
Orland Joint Union High
Oroville City Elementary
Oroville Union High
Pacheco Union Elementary
Pacific Grove Unified
Pacific Union Elementary
Palermo Union

Palmdale Elementary
Palo Alto Unified
Patterson Unified
Pierce Joint Unified
Piner-Olivet Union Elementary
Pioneer Union Elementary
Pittsburg Unified
Placerville Union Elementary
Plainsburg Union Elementary
Planada Elementary
Pleasant Ridge Union Elementary
Pleasant View Elementary
Plumas Unified
Point Arena Joint Union High
Pollock Pines Elementary
Portola Valley Elementary
Quartz Valley Elementary
Raisin City Elementary
Ravendale Elementary
Ravenswood City Elementary
Ready Springs Union
Red Bluff Union Elementary
Redding Elementary
Redondo Beach Unified
Reed Union Elementary
Reef Sunset Unified
Richfield Elementary
Richgrove Elementary
Richmond Elementary
Rincon Valley Union Elementary
Riverbank Unified
River Delta Unified
Roberts Ferry Union Elementary
Robla Elementary
Rockford Elementary
Roseland Elementary
Ross Valley
Rowland Unified
Sacramento City Unified
Saddleback Valley Unified
San Antonio Union Elementary
San Carlos Elementary
San Bruno Park Elementary
San Juan Union Elementary

San Lorenzo Unified
San Lorenzo Valley Unified
San Lucas Union Elementary
San Mateo-Foster City
San Mateo Union High
San Rafael City Elementary
San Rafael City High
San Ramon Valley Unified
Santa Clara Unified
Santa Cruz City Elementary
Santa Cruz City High
Santa Maria Joint Union High
Santa Maria-Bonita
Santa Paula Elementary
Saratoga Union Elementary
Sausalito Elementary
Sausalito Marin City
Sawyers Bar Elementary
Scotts Valley Unified
Sebastopol Union Elementary
Seeley Union Elementary
Seid Unified
Selma Unified
Sequoia Union High
Shaffer Union Elementary
Shasta Lake Union Elementary
Shasta Union Elementary
Shasta Union High
Sierra-Plumas Joint Unified
Siskiyou Union High
Snowline Joint Unified
Soledad Unified
Somis Union Elementary
Sonora Elementary
Sonora Union
Sonora Union High
Soquel Union Elementary
Soulsbyville Elementary
South Bay Union Elementary
South Pasadena Unified
South San Francisco Unified
Standard Elementary
Stanislaus Union Elementary
Strathmore Union Elementary

Summerville Elementary
Summerville High
Sunol Glen Unified
Surprise Valley Joint Elementary
Susanville
Sutter Union High
Tamalpais Union High
Tehachapi Unified
Temple City Unified
Thermalito Union
Traver Joint Elementary
Tres Pinos Union Elementary
Trinity Union High
Twain Harte-Long Barn Union
Twin Hills Union Elementary
Twin Ridges Elementary
Ukiah Unified
Union Hill Elementary
Visalia Unified
Washington Union Elementary
Washington Union High
Weaver Union Elementary
Weaverville Elementary
Weed Union Elementary
West Contra Costa Unified
West Covina Unified
West Fresno Elementary
Western Placer Unified
Westmorland Union Elementary
Westwood Unified
Whisman Elementary
Whitmore Union Elementary
Williams Unified
Willits Unified
Willow Creek Elementary
Willow Grove Union Elementary
Willows Unified
Wilmar Union Elementary
Winton Elementary
Wiseburn Elementary
Woodland Joint Unified
Woodside Elementary
Wright Elementary
Yreka Union Elementary

Yreka Union High
Yuba City Unified

DEMOGRAPHIC/FACILITY PLANS

Alameda Unified
Banta Elementary
Bellflower Unified
Bellevue Union Elementary
Big Oak Flat-Groveland Unified
Biggs Unified
Big Valley Joint Unified
Black Oak Mine Unified
Brawley Elementary
Brawley Union High
Brittan Elementary
Calistoga Joint Unified
Chico Unified
Columbia Elementary
Corning Union Elementary
Delano Union Elementary
Dos Palos Oro-Loma Joint Unified
Dublin Unified
Edison Elementary
Esparto Unified
Firebaugh-Las Deltas Unified
Fort Bragg Unified
Fort Sage Unified
Galt Joint Union High
Gateway Unified
Glenn County Office of Education
Golden Plains Unified
Hamilton Union Elementary
Hamilton Union High
Happy Valley Union Elementary
Hart-Ransom Union Elementary
Hayward Unified
Healdsburg Unified
Imperial Unified
Irvine Unified
Jamestown Elementary
Janesville Union
John Swett Unified
Johnstonville Elementary

Kerman Unified
Kings River Union Elementary
Kingsburg Joint Union High
Lassen High
Le Grand Union High
Los Banos Unified
Mariposa County Unified
Mark West Union
Martinez Unified
Moraga Elementary
Morgan Hill Unified
Mountain View Whisman
Napa Valley Unified
Norwalk-La Mirada Unified
North Monterey County Unified
Oakdale Unified
Oakdale Joint Unified
Orcutt Union Elementary
Orland Joint Unified
Pacheco Union Elementary
Patterson Unified
Pierce Unified
Plumas Unified
Redondo Beach Unified
Richmond Elementary
Rincon Valley Union Elementary
Riverbank Unified
Robla Elementary
Roseland Elementary
Ross Valley Elementary
Saddleback Valley Unified
Saint Helena Unified
San Carlos Elementary
San Ramon Valley Unified
West Contra Costa Unified
West Covina Unified
West Fresno Elementary
Western Placer Unified
Westmorland Union Elementary
Westwood Unified
Whisman Elementary
Whitmore Union Elementary
Williams Unified
Willits Unified

Willow Creek Elementary
Willow Grove Union Elementary
Willows Unified
Wilmar Union Elementary
Winton Elementary
Wiseburn Elementary
Woodland Joint Unified
Woodside Elementary
Wright Elementary
Yreka Union Elementary
Yreka Union High
Yuba City Unified

REDEVELOPMENT ANALYSIS

Alameda City Unified

Calaveras Unified
Ceres Unified
Delano Union Elementary
Franklin-McKinley Elementary
Long Beach Unified
Lucia Mar Unified
Oakland Unified
Riverbank Unified
Sacramento City Unified
Southwest
Santa Rosa Schools
Tehachapi Unified
Waterford Unified
West Contra Costa Unified
Winters Joint Unified



Community Connection Contract 2020/2021

This agreement made between Mountain View Whisman School District having a principal place of business at 1400 Montecito Ave., Mountain View, CA 94043 hereinafter referred to as the "Client" and Rhythm and Moves, Inc., an independent contractor, having a principal place of business at 2179 Harbor Bay Parkway, Alameda, CA 94502, hereinafter referred to as the "contractor".

It is hereby agreed:

1) Term of Contract. This agreement will become effective beginning November 18, 2020 and will continue until January 27, 2021 (for a total of 8 weeks of service) unless this contract is sooner terminated as herein provided.

2) Services to be performed by Contractor. Contractor agrees to provide a Community Connection Program which includes the equipment, teacher, programming, and supervision of the program. The program will be for 50 (fifty) 50-minute periods per week. The classes will be on the property of the client. Contractor will assure that all teachers assigned to work at MVWSD schools have been fingerprinted and backgrounds checked with the Department of Justice and deemed, by the contractor, to be cleared to work with children; and have had a clear Tuberculous test within four (4) years. These documents shall be provided to the client before the first day of work at any MVWSD school.

3) Fees for Services. Contractor shall be entitled to the following fees for its services. \$32,222.25 for the contract, which shall be paid in 3 monthly installments of \$10,740.75 each. These payments are due on the 15th day of each month in Nov, Dec and Jan. There will be a 5% late charge for payments received after the 20th of each month.

4) Independent Contractor. Contractor will act as an independent contractor. Therefore, the Client will pay no employer costs. (i.e. worker's compensation, employer taxes, or benefits)

5) Termination upon Notice. This agreement can be terminated by either party giving 30-day notice. If the agreement is terminated as provided for herein then the Contractor shall be paid on a pro rata basis for all work performed through the date that such termination becomes effective.

6) Direct Employment of Employees of Rhythm and Moves, Inc. Client acknowledges that Contractor has recruited, trained and supervised Contractor's employees and that Contractor's employees will be providing educational services at Client's school site(s). Client further acknowledges that the recruitment, training and supervision of Contractor's employees are costly and time-consuming to Contractor. Should Client directly or indirectly employ or otherwise retain the services of any employee of Contractor who has worked at Client's school site(s) during the term of this contract or within 12 months of the termination of this contract in a position which is the same or substantially similar to those services provided by Contractor in this agreement, Client shall pay Contractor a finder's fee in the amount of \$30,000.00. Client further acknowledges that the finder's fee amount accurately reflects the reasonable value of Contractor's time and costs. Client will be billed separately for the finder's fee and payment will be due within 60 days.

7) Liability Insurance/Hold Harmless. Contractor agrees to maintain a policy of insurance in the minimum amount of \$1,000,000 to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this agreement, and shall name Client as an additional named insured on said policy. A certificate is on file with the District office.

8) Time is of the Essence. Time is of the essence in this agreement.

9) Assignment. Neither this agreement, nor any duties or obligations under this agreement, may be assigned without the prior written consent of the Client.

10) Notices. Any notice under this agreement shall be sufficient if written and delivered personally or by first class mail to the addresses listed at the beginning of this agreement.

11) Attorney's Fees. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

12) Entire Agreement of the Parties. This agreement contains the entire agreement of the parties and supersedes any and all prior agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client. Any modifications of this agreement will be effective only if it is in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement.



Claire Loud, Chief Operating Officer

11/03/20

Date

Cathy Baur, Chief Academic Officer

Date



Addendum to Agreement between Mountain View Whisman School District
and Rhythm and Moves, Inc.

Original Agreement effective date: 05/26/2020
Signed on: 05/14/2020 by: Claire Loud, CEO
05/26/2020 by: Cathy Bauer

Original Agreement to provide: 240 Singles @ \$3,480.00 per single

Revised Agreement to provide: 242 Singles @ \$3,480.00 per single

This Addendum represents \$6,960.00 more than the original contract.
The original contract was for a total of \$835,200.00
This Addendum increases the total contract amount to \$842,160.00

All Provisions of the original agreement apply to this addendum.

Claire L. Loud

11/06/20

Contractor

Date

Client

Date

2179 Harbor Bay Parkway, Alameda, CA 94502

AGREEMENT FOR SERVICES (Technology/Software)

This Agreement for Services ("Agreement") is made and entered into as of the ____ day of _____, 2020 by and between the _____ ("District") and OK to Reopen, Inc. ("OTR") a California Corporation. The District and OTR may collectively be referred to as the "Parties" or individually as a "Party."

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** OTR shall provide the services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** OTR shall commence providing Services under this Agreement on _____, and shall continue through July 1, 2022 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time. The Parties may mutually agree on any renewals of this Agreement. Each renewal shall be conditioned upon the District's Governing Board's approval and under a separate contract, if necessary.
3. **Submittal of Documents.** OTR shall not commence the Services under this Agreement until OTR has submitted and the District has approved the following certificate(s) and affidavit(s), and the endorsement(s) of insurance:
 - Signed Agreement
 - Certificate of Compliance for Contracts Under Education Code § 49073.1.
 - Insurance Certificates and Endorsements
4. **Consideration.** OTR agrees to provide District Services pursuant to this Agreement at no cost. As true and valid consideration for providing Services pursuant to this Agreement, OTR may, without fee use, modify and incorporate feedback from the District regarding the Services, for the purposes of further developing and distributing such Services to future clients.
5. **Expenses.** District shall not be liable to OTR for any costs or expenses paid or incurred by OTR in performing Services for District beyond the costs of sending SMS messages through Amazon Web Services. The Parties shall mutually agree on any additional costs or expenses related to this Agreement (e.g., additional training), upon the District's Governing Board's approval and under a separate contract, if necessary. This section on OTR expenses supersedes any other provisions relating to payment of OTR's expenses, including those set forth in the Software License.
6. **Independent Consultant.** The Parties agree that OTR is an independent consultant or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that

involved in the Services performed, District being interested only in the results obtained. OTR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. OTR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to OTR's employees.

7. **Materials.** OTR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement and the Software License.

8. **Performance of Services.**

- 8.1. **Standard of Care.** OTR represents that OTR has the qualifications and ability to perform the Services in a professional manner, with the coordination and participation from District to satisfactorily render the specified Services in accordance with the terms of this Agreement. These include Data Conversion, Project Planning, Setup and Training. OTR's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession.

OTR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that OTR or its employees may discover. OTR shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 8.2. **Communication.** The Parties agree to participate in regular communication (e.g., meetings, email, telephone, conference call, etc.) on a consistent basis, prior to the software program going live, to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the implementation of OTR's performance of Services. The Parties may agree to meet at least monthly, or as requested by either Party, after the program goes live, to address any concerns or to make any adjustments.
- 8.3. **Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof in accordance with the project plan as agreed upon by both Parties in accordance with this Agreement.

9. **Grant of License / Title Ownership.** District acknowledges the ownership and protection of OTR's Products (including any and all individual products under the OTR's umbrella and future improvements or enhancements thereto licensed to the District), along with the related documentation and any updates and bug fixes OTR may send to the District ("OTR Products"), as detailed in the Software License.
- 9.1. OTR agrees to grant to District a non-exclusive, non-transferrable, non-sub-license, right and perpetual license to the OTR Products identified on **Exhibit "A."** District shall use the OTR Products solely for its own internal use and for the purposes for which such OTR Products were designed.
- 9.2. District acknowledges that the OTR Products; all source code, object code, user interface, algorithms, development frameworks, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing, are and shall remain the sole and exclusive confidential property of OTR.
- 9.3. District recognizes that the OTR Products and documentation have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL, (the "Confidential Information"). OTR is desirous of maintaining rigorous control over the OTR Products and documentation. District, therefore, agrees that it will exercise due care to prevent disclosure of the OTR Products and documentation to any third party.
10. **Audit.** OTR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of OTR transacted under this Agreement. OTR shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. OTR shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to OTR and shall conduct audit(s) during OTR's normal business hours, unless OTR otherwise consents.
11. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, OTR agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in Santa Clara County, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution

requirements, the OTR shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the OTR's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the OTR submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

12. Termination.

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate OTR only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by OTR. Notice shall be deemed given when received by OTR or no later than three (3) calendar days after the day of mailing, whichever is sooner.

12.2. **For Convenience by OTR.** OTR may, at any time, with or without reason, terminate this Agreement. Notice shall be deemed given when received by District or no later than three (3) calendar days after the day of mailing, whichever is sooner.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. Material violation of this Agreement by OTR, including failure to meet any of the District's required specifications, as set forth in this Agreement, in order to integrate and/or implement the program; or

12.3.2. Any act by OTR exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another OTR. If the expense, fees, and/or costs to the District exceed the cost of providing the Services pursuant to this Agreement, OTR shall refund up to all dollars invoiced and paid within the previous 365 days. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

13. Indemnification.

13.1. To the furthest extent permitted by California and Federal laws, OTR shall indemnify and hold harmless the District and the Governing Board and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified District Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of OTR. OTR shall, to the furthest extent permitted by law, defend the Indemnified District Parties at OTR's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the OTR. The District shall have the right to accept or reject any legal representation that OTR proposes to defend the Indemnified District Parties.

- 13.2. District will defend OTR against any claim, demand, suit or proceeding made or brought against OTR by a third party alleging that District provided or specified information when used by OTR to create an interaction with any person violates a law (a "Claim Against OTR"). District will indemnify OTR from any damages, attorney fees, and costs finally awarded against OTR as a result or, or for any amounts paid by OTR under a court approved settlement of, a Claim Against OTR, provided OTR (a) promptly give District written notice of a Claim Against OTR, (b) give District sole control of the defense and settlement of the Claim Against OTR (except that District may not settle any Claim Against OTR unless it unconditionally releases OTR of all liability), and (c) give District all reasonable assistance, at District expense.
- 13.3. To the furthest extent permitted by California and Federal laws, District shall indemnify and hold harmless OTR and their agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified OTR Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the District, including but not limited to claims arising from content created or selected by the District that is disseminated by OTR such as survey questions. The District shall, to the furthest extent permitted by law, defend the Indemnified OTR Parties at District's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the District, including but not limited to claims arising from content created or selected by the District that is disseminated by OTR such as survey questions. OTR shall have the right to accept or reject any legal representation that the District proposes to defend the Indemnified OTR Parties.

14. Insurance.

- 14.1. OTR shall procure and maintain at all times that it performs any portion of the Services, the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

14.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect OTR and the District and its agents from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Section 3700 of the California Labor Code, OTR shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 14.2. **Proof of Insurance.** OTR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.2. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The Services to be performed by OTR pursuant to this Agreement are personal in character and neither this Agreement nor any duties or obligations under this Agreement shall not be assigned by OTR without prior written consent.
16. **Compliance with Laws.** OTR shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. OTR shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If OTR observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, OTR shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon OTR's receipt of a written termination notice from the District. If OTR knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, OTR shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses/Registration.** If applicable, OTR and all OTR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** OTR, if an employee of another public agency, agrees that OTR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age, and therefore, OTR agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning

with Government Code section 12900 and Labor Code section 1735 and any applicable District policy. In addition, OTR agrees to require like compliance by all of its subcontractor(s), if applicable.

20. **Site Visits.** OTR expressly acknowledges that the following conditions shall apply to any work performed by OTR and/or OTR's employees on a school site:

- 20.1. All site visits shall be arranged through the District;
- 20.2. OTR and OTR's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
- 20.3. OTR and/or OTR's employees shall check in with the school office each day immediately upon arriving at the school site;
- 20.4. Once at such location, OTR and OTR's employees shall not change locations without contacting the District;
- 20.5. OTR and OTR's employees shall not use student restroom facilities; and
- 20.6. If OTR and OTR's employees find themselves alone with a student, OTR and OTR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. **Evaluation of OTR and OTR's Employees and/or Subcontractors.** The District may evaluate OTR in any way the District is entitled pursuant to applicable law. The evaluation may include, without limitation:

- 22.1. Requesting that District employee(s) evaluate OTR and OTR's employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of OTR, OTR's employee(s), and/or subcontractors(s).

23. **Limitation of Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the Amazon Web Service SMS costs provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

24. **Confidentiality.** OTR and all OTR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. OTR understands that student records are

confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to District:

If to OTR:

Mike Prince
1925 Quail Meadow Rd
Los Altos, CA 94024
mike@oktoreopen.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail. All notices must be accompanied by a courtesy copy sent via email.

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties with respect to the Services to be provided and implemented by OTR, and supersedes all prior discussions, negotiations, and agreements, whether oral or written. The Parties understand and agree that the terms and limitations under this Agreement only apply to OTR's obligation to provide the Services during the Term in accordance with the terms of this Agreement. The Parties understand and agree that the terms and limitations under the Software License only apply to OTR's obligation to grant a software license to the District in accordance with the terms of the Software License. In the event of any conflict or ambiguity of provisions or terms between the two documents, the Parties agree that the language of this Agreement controls. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved. This Agreement contains all of OTR's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Party shall be liable for warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. District acknowledges that OTR reserves the right to refuse any different or additional provisions in purchase orders, invoices, or similar documents, and such refused provisions will be unenforceable, unless those provisions are mutually agreed upon by the Parties and incorporated into this Agreement under a separate amendment or contract.
27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding

brought to enforce the terms and conditions of this Agreement shall be maintained in Santa Clara County.

28. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
32. **Attorney's Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
33. **Tolling of Claims.** OTR agrees to toll all statutes of limitations for District's assertion of claims against OTR that arise out of, pertain to, or relate to contractor's or subcontractors' claims against District involving OTR's Services under this Agreement, until the contractor's or subcontractors' claims are finally resolved.
34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
36. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
37. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
38. **Incorporation of Exhibits.** Each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Dated:

Dated:

District: Mountain View Whisman School District

OTR:

OK to Reopen, Inc.

By:

By:

Print Name: Ayinde Rudolph Ed.D.

Print Name: Mike Prince

Title: Superintendent

Title: Founder

Text

EXHIBIT "A"
OTR'S SCOPE OF SERVICES

OTR shall provide:

1. The "OK to Reopen" webapp for presenting and collecting daily health surveys from staff, students, and parents
2. A web based dashboard for auditing and updating the results of the daily health surveys
3. SMS and email reminders to staff, students, and parents to complete the daily health surveys
4. Technical support for IT staff and nursing staff
5. REST APIs for interacting with the OTR services
6. Documentation for the OTR services
7. Additional feature development to improve the services

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: 11/8/2020

OK to Reopen, Inc.

Signature: 

Print Name and Title: Mike Prince, Founder

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

OTR and the OTR's agents, personnel, employee(s), and/or subOTR(s) ("OTR Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, OTR hereby represents and warrants to District the following:

A. ☒ OTR and the OTR Parties, if any, shall **only have limited or no contact** with District students (as determined by District) at all times during the Term of this Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date:

District Representative's Name and Title:

District Representative's Signature:

B. ☐ The following OTR Parties have **more than limited contact** with District students (as determined by District) during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

☐ If OTR is not a Sole Proprietor, all of the OTR Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these OTR Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

☐ If OTR is a Sole Proprietor, all of the OTR Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that OTR and none of the OTR Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date:

District Representative's Name and Title:

District Representative's Signature:

No Services shall commence until such determinations by DOJ and FBI has been made.

OTR further agrees and acknowledges that if at any time during the Term of this Agreement OTR learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above,

OTR shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

OTR's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subOTR(s), and employees of OTR Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent OTRs of the OTR.

The undersigned does hereby certify that I am a representative of the OTR currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of OTR.

Certified by Provider:

Signed: 

Print Name: Mike Prince

Title: Founder

Date: 11/8/2020

Services cannot be rendered until all documentation is submitted and final approval is received by the Board.

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the OTR pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the OTR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and a county office of education as defined by California law and requires all OTRs to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

OTR must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

OTR shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Certified by Provider:

Signed: 

Print Name: Mike Prince

Title: Founder

Date: 11/8/2020

END OF DOCUMENT

CERTIFICATE OF COMPLIANCE
FOR CALIFORNIA EDUCATION CODE SECTION 49073.1

THIS CERTIFICATE OF COMPLIANCE IS ATTACHED TO AND IS INCORPORATED INTO THE CONTRACT DOCUMENTS ENTERED INTO BY AND BETWEEN OK TO REOPEN, INC ("PROVIDER") AND _____ ("DISTRICT"), BASED ON THE INDEPENDENT OTR AGREEMENT FOR SERVICES, DATED _____ ("AGREEMENT").

Section 49073.1 of the California Education Code requires incorporation of specific terms in contracts between the school district and a third party under which the purpose is, either or both:

- ☒ To provide Services, including cloud-based Services, for the digital storage, management, and retrieval of pupil records.
- ☐ To provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records in accordance with the Agreement.

The requirements and certifications of California Education Code section 49073.1 shall be incorporated into the Agreement pursuant to this Certificate of Compliance. This Certificate may delete from or modify the terms under the Agreement. To the extent any such addition, deletion, or modification results in any conflict or inconsistency between the Agreement and this Certificate, this Certificate shall govern and the terms of the Agreement which conflict with this Certificate or are inconsistent with this Certificate shall be of no force or effect.

For purposes of this Certificate, the "**Provider**" is the entity identified above and the service provider under the Agreement, and "**data**" is defined as any information supplied to the Provider by the District, including "**pupil records**", which shall mean information directly related to a pupil that is maintained by the District or acquired directly from the pupil. Any violation or noncompliance with the terms under this Certificate will result in action against the Provider that may include the immediate cancellation of contracts, and/or legal action. Individual ignorance of these policies will not be weighed in the consideration of infractions.

1. **DISTRICT PROPERTY.** All pupil records obtained, received, or viewed by the Provider still continue to be the property and under the control of the District. (§49073.1(b)(1).)

Agree: Yes ☒ No ☐

2. **LIMITED BY CONTRACT.** Provider will use the pupil records for only those purposes required by or permitted under the Agreement. (§49073.1(b)(3).)

Agree: Yes ☒ No ☐

3. **PRIVACY.** Provider will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 1232g), California Education Code and District policies regarding the protection and confidentiality of data. At all times, the organization will consider all data collected in the course of their duties to be the property of and under the control of the District, and protected and confidential. Release of this data can only be authorized by the District's authorized staff member, and state and federal law. (§49073.1(b)(8).)

Agree: Yes ☒ No ☐

4. **REUSE.** Provider is prohibited from using personally identifiable information in pupil records to engage in targeted advertising. Provider shall only use the data for the purpose specifically permitted by the Agreement. (§49073.1(b)(9).)

Agree: Yes ☒ No ☐

5. **SECURITY.** Provider must present the actions it will take, including designation and training of responsible individuals, to ensure the security and confidentiality of pupil records. Provider understands that compliance with these security measures do not, in itself, absolve Provider of liability in the event of an unauthorized disclosure of pupil records or other data. (§49073.1(b)(5).)

Agree: Yes ☒ No ☐

Security & Confidentiality Procedures Attached: Yes ☐ No ☒

6. **DELETION OF DATA.** Upon termination or expiration of the Agreement, the Provider will permanently delete all District data from their system as allowed by state and federal law. Provider shall permit District to confirm that no pupil records are retained or available to Provider upon the termination of the Agreement. Requirement for Provider to eliminate pupil records shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content. (§49073.1(b)(7).)

Agree: Yes ☒ No ☐

7. **DEIDENTIFIED PUPIL RECORDS.** During the term and after termination or expiration of Agreement, Provider is permitted to use deidentified information, including aggregated deidentified information, for only the following purposes: (i) to improve educational products, for adaptive learning purposes, and for customizing pupil learning; (ii) to demonstrate the effectiveness of the operator's products in the marketing of those products; and (iii) for the development and improvement of educational sites, services, or applications. (§49073.1(d)(5)(B).)

Understand: Yes ☒ No ☐

8. **DISTRICT PROCEDURES.** Should a parent, legal guardian, or eligible pupil wish to review personally identifiable information in the pupil's records and correct erroneous information, they shall follow the District's current process for review and shall be permitted to correct erroneous information accordingly. In the event of an unauthorized disclosure of a pupil's records, Provider shall work with District to notify the affected parent, legal guardian, or eligible pupil, using the District's current process and protocol for notification. (§49073.1(b)(4) & (6).)

Agree: Yes ☒ No ☐

9. **PUPIL-GENERATED CONTENT** *(if applicable)*. Pupils may retain possession and control of their own pupil-generated content, and Provider shall permit and assist pupils to transfer their pupil-generated content to a personal account. (§49073.1(b)(2).)

Agree: Yes ☐ No ☐ Not Applicable ☒

As an authorized representative of my organization, I accept the conditions listed in this Certificate of Compliance.

Certified by Provider:

Signed: 

Print Name: Mike Prince

Title: Founder

Date: 11/8/2020

[END OF DOCUMENT]

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: CONSENT AGENDA

Agenda Item Title: Crittenden School Book Discard

Estimated Time:

Person Responsible: Cathy Baur, Chief Academic Officer

Background:

When district-owned books, equipment and supplies become unusable, obsolete, or no longer needed, the Superintendent or designee shall identify these items to the Governing Board, a recommendation that they be sold or disposed of by one of the methods prescribed in law and administrative regulations.

- Currently adopted instructional materials replace various past-adopted materials.
- The following process will be used to discard the identified instructional materials:
 - o Post a notice to inform parents, students, and teachers that these books are available for them to take
 - o Destroy or dispose

Fiscal Implication:

None.

Recommended Action:

That the Board approve of the disposal plan.

ATTACHMENTS:

Description	Type	Upload Date
Crittenden Discard List	Backup Material	9/8/2020

CMS Book Title

33 Things Every Girl Should Know
4000 Things You Should Know
50 Facts about Robots
A Day in the Woods
A Door Near Here
A Gathering of Days
A Horse Called Starfire
A Kid's Book of Lists: The World by Sevens
A Likely Place
A Little Destiny
A Ring of Endless Light
A River Ran Wild
A Swiftly Tilting Planet
A Tree in a Forest
A Voyage from Cambodia in 1975
A Wolf at the Door
A Wreath of Christmas Legends
A Year Down Yonder
Aesop's Fables: Selected and Adapted by Louis Untermeyer
Alex the Great
Alexander and the Terrible, Horrible, No Good, Very Bad Day
All But Alice
All the Answers
All-of-a-Kind Family
American Cattle Trails
American Nicknames
Anastasia Krupnick
Animals Born Alive and Well
Anne's House of Dreams
Arabian Horses
Attaboy, Sam!
Babe: The Gallant Pig
Baby Animals on the Farm
Baby Animals: Extraordinary Animals
Banner in the Sky
Baseball in April
Bats: Mysterious Flyers of the Night
Beauty
Beavers Beware!
Ben and Me
Bet You Can't!
Betsy and the Great World
Biology Encyclopedia
Blue Willow
Board and Table Games from Many Civilizations, vol. 1
Braving the Fire
Bridge to Terabithia
Call Me Francis Tucker
Camouflage in Nature
Catwings Returns

CMS Book Title

Cezanne Pinto: A Memoir
Chain of Fire
Charlotte's Web
Chester Cricket's Pigeon Ride
Chicken Little
Christina's Ghost
Christmas Decorations for You to Make
Christmas in Germany
Christmas in the Stable
Coils, Magnets and Rings: Michael Faraday's World
Coin Fun
Colonial America
Come a Stranger
Cory Coleman, Grade 2
Costume of Ancient Egypt
Creating with Paper
Dancing Drum: A Cherokee Legend
Daughters of Eve
Dave at Night
Dicey's Song
Dipper of Copper Creek
Dirt Bike Runaway
Dovey Coe
Dracula is a Pain in the Neck
Dragon of the Lost Sea
Dreams into Deeds: Nine Women Who Dared
Earthquake Country
Eat the Fruit, Plant the Seed
Eggs and What Happens Inside Them
Ellen Tebbits
Emperor Mage: The Immortals, bk. 3
Enchantment of the World: Argentina
English Fables and Fairy Tales
Evangeline and the Acadians
Everyday Life in: The Age of Enterprise
Everywhere
Expedition to Blue Cave
Explore a Spooky Swamp
Exploring Spring
Exploring the Seashore
Exploring the World of Archaeology
Exploring Winter
Eyes Like Willy's
Family Tree
Far-Out Facts
Fingers Are Always Bringing Me News
Finn
Flowers of a Woodland Spring
Flowers: A Guide to Familiar American Wildflowers
Fool's Gold

CMS Book Title

For Gold and Blood
Forest
Frankenstein (Adaptation)
From the Mixed-Up Files of Mrs. Basil E. Frankweiler
Garbage! The Trashiest Book You'll Ever Read
Generating Electricity
Getting Something on Maggie Marmelstein
Ghost Boy
Giants Don't Go Snowboarding
Girl of the Shining Mountains: Sacagawea's Story
Girlhood Journeys: Kai
Good Night, Mr. Tom
Grab Hands and Run
Hailstones and Halibut Bones
Hamster
Hannah in Between
Heart of a Champion
Heart of a Jaguar
Help! I'm Trapped in Obedience School
Henry Reed, Inc.
Henry Reed's Journey
Hero of Lesser Causes
Hidden Worlds
History Encyclopedia
Hole in the Sky
Holt Literature & Language Arts
Home Run Leaders
Honey, Baby, Sweetheart
Hope Was Here
Horses and Foals
Horses Pix Dix
Hot Wheels: Off-Road
How Much Does the Earth Weigh?
How Much Is That Guinea Pig in the Window?
How My Family Lives in America
How Things Are Made
How to Keep a Secret: Writing and Talking in Code
Human Dark with Sugar
Hunter in the Snow: The Lynx
I Was a Rat!
If Wishes Were Horses
If You Lived in Colonial Times
Illusions Illustrated
In a Small, Small Pond
In the Hand of the Goddess
Incident at Hawk's Hill: A Novel
Insects: Ladybugs
Into the Dream
Iqbal: A Novel
Ironclads of the Civil War

CMS Book Title

Island of the Aunts
Jack
Jacob Two-Two and the Dinosaur
Jacob Two-Two Meets the Hooded Fang
Jam Session: Brett Favre
Jeremy Thatcher, Dragon Hatcher
Jo and the Bandit
Joey Pigza Swallowed the Key
Johnny Long Legs
Joyful Noise: Poems for Two Voices
Justin Morgan Had a Horse
Kites for Kids
Kitten in the Candy Corn
Knight in the Middle Ages
Know the 56 Signers of the Declaration of Independence
Komono Dragon
Liars
Life in a Tide Pool
Lifted Up by Angels
Listen to the Leaves Form
Lizard
Love Among the Walnuts
Lovina's Song
Loving
Lyddie
Make Lemonade
Matilda
Meteors and Meteorites: Voyagers from Space
Midnight Science
Mighty Hard Road
Misery
Missing May
Monster
Monsters, Giants and Little Men From Mars
Mudshark
My Dog, My Hero
My Name is not Angelica
My Trip to Alpha I
Mysteries, Monsters, and Untold Stories
Mystery of the Island Jewels
Nabby Adams' Diary
Nancy Drew & Hardy Boys: Super Mystery
Natural History Adventures
Natural Partnerships: The Story of Symbiosis
Night of the Howling Dogs
Night Raiders Along the Cape
Not for a Billion Gazillion Dollars
Nuclear
Numbering All the Bones
Ocean Life

CMS Book Title

Oliver Button is a Sissy
On the Banks of Plum Creek
On the Way Home
Our Endangered Planet: Tropical Rain Forests
Outrageously Alice
Over Sea, Under Stone
Pasquala: The Story of a California Indian Girl
Patrol: An American Soldier in Vietnam
Peter and Veronica
Piggie Pie
Pocket Pets
Ponds and Streams
Poor Stainless
Prairie Songs
Probably Still
Protecting Nature
Queen of Hearts
Racso and the Rats of NIMH
Rain Forests
Ramona and Her Father
Randy Moss
Rats Saw God
Remember the Days
Remembering Mog
Revolution!: France 1789-1794
Ricky Ricotta's Mighty Robot
Rules of the Road
Run Away Home
S.O.R. Losers
Sammy Keyes and the Sisters of Mercy
Samuel's Choice
Saving Our Animal Friends
Saying It Out Loud
Seven Spiders Spinning
Shades of Gray
Shadow of a Bull
Smart Dog
Snail Mail No More
So Far from the Bamboo Grove
Soft Rain
Soldier's Heart
Someday Angeline
Song of Be
Sons of Liberty
Sort of Forever
Soup
Southern Writers
Space Explorers
Space Telescope
Spin a Soft Black Song: Poems for Children

CMS Book Title

Steal Away from Home
Stellaluna
Stepping Into Space: Observing the Earth
Stepping on the Cracks
Strange Mysteries From Around the World
Strange Partners: The Story of Symbiosis
Streams to the River, River to the Sea
Strider
Stuart Little
Sun & Spoon
Suns & Stars
Symbols: A Silent Language
Tex
The Abacus: A pocket computer
The Acorn People
The African Mask
The American Revolution
The Bear Nobody Wanted
The Bells of Christmas
The Berenstain Bear's Christmas Tree
The Best Christmas Pageant Ever
The Big Balloon Race
The Biggest Klutz in Fifth Grade
The Birthday Bear
The Black Pearl
The Blue Whale
The Broccoli Tapes
The Case of the Hungry Stranger
The Case of the Scaredy Cats
The Castle in the Attic
The Cat Ate My Gymsuit
The Cat Who Escaped from Steerage
The Cat Who Went into the Closet
The Cat Who Wished to Be a Man
The Circlemaker
The Color Purple
The Cookcamp
The Cry of the Crow
The Cuckoo's Child
The Dancing Horses of Acoma
The Dragonling
The Drinking Gourd
The Edge of the Sea
The English Roses: The New Girl
The Final Mystery
The Firework-Maker's Daughter
The First Mammals: A Pictorial History
The Gift of the Magic Sleep: Early Experiments with Anesthesia
The Girl from Playa Blanca
The Gold Cadillac

CMS Book Title

The Graduation of Jake Moon
The Great Dimpole Oak
The Haymeadow
The Hooples' Horrible Holiday
The House on Hackman's Hill
The How and Why Wonder Book: Trees
The Iceberg Hermit
The Illustrated Book of Questions and Answers
The Island
The Killer's Cousin
The King's Fifth
The Last of the Really Great Whangdoodles
The Light in the Forest
The Little Book of Limericks
The Littles Go Exploring
The Littles to the Rescue
The Luckiest Girl
The Man Who Tricked a Ghost
The Marvelous Misadventures of Sebastian
The Mirror of Merlin
The Moves Make the Man
The Mystery of the Lost Village
The Not-Just-Anybody Family
The Old Man and the Sea
The Plant that Ate Dirty Socks
The Princess Test
The Road from Home
The Rock Jockeys
The Root Cellar
The Sea: Sea Plants
The Secret of the Ruby Ring
The Secret Voice of Gina Zhang
The Square Root of i: Stanford Anthology for Youth
The Starplace
The Story of the Gettysburg Address
The Story of the Liberty Bell
The Subtle Knife
The Tale of Peter Rabbit
The Tavern at the Ferry
The Time Warp Trio: Tut Tut
The Trouble with Lemons
The True Confessions of Charlotte Doyle
The TV Kid
The Ultimate Encyclopedia of Basketball
The Usborne Complete Book of Astronomy & Space
The View from Saturday
The Voices of Silence
The Voyage of the Lucky Dragon
The War with Grandpa
The Water Horse

CMS Book Title

The Water is Wide
The Whispering Mountains
The White Dragon
The Wild Ponies of Assateague Island
The Wizard in the Tree
The Woman Who Rides Like a Man
The Year of Miss Agnes
There's a Bat in Bunk Five
Thoroughbred Horses
Three Terrible Trins
Timon's Tide
Timothy of the Cay
To the Pacific with Lewis and Clark
Toliver's Secret
Troubling a Star
Tucker's Countryside
Two Years Before the Mast
Under Alien Stars
Underwater Life: The Oceans
Valentine & Orson
Very Far Away from Anywhere Else
We the People: The Way We Were 1783-1793
What So Proudly We Hail
Where the Heart Is
Where the Red Fern Grows
Who's a Pest
Why Me?
Why Mosquitoes Buzz in People's Ears
Wild Weather
Wildlife Atlas
William Blake's Inn
Window into an Egg
Witches' Sabbath
Wonders of the Pacific Shore
Words by Heart
World Series
Yang and Her Impossible Family
The Misfits
The Giver
Flush
Dork Diaries, vol. 10
Keeper of the Lost Cities: Neverseen
The Lightning Thief
Astronomy & Space: From the Big Bang to the Big Crunch, vol. 1
Astronomy & Space: From the Big Bang to the Big Crunch, vol. 2
Astronomy & Space: From the Big Bang to the Big Crunch, vol. 3

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: CONSENT AGENDA

Agenda Item Title: Approval of Payroll Reports and Accounts Pay Warrant List for Month of October 2020

Estimated Time:

Person Responsible: Rebecca Westover, Ed.D., Chief Business Officer

Background:

In accordance with Education Code 42631, all payments from the various funds of a school district shall be made by written order of the governing board of the district.

Fiscal Implication:

The previous month's activities will reduce the available funds respective site/department budgets by \$7,669,745.52

Recommended Action:

That the Board of Trustees approve the Payroll Report and Accounts payable Warrant List as submitted.

ATTACHMENTS:

Description	Type	Upload Date
Payroll Reports and Accounts Pay Warrant List for Month of October 2020	Backup Material	11/12/2020

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF OCTOBER 2020

Warrant Number	Date	Name	Amount
29041333	10/2/2020	APPLE INC	\$ 7,084.26
29041334	10/2/2020	GREAT MINDS PBC	\$ 64,676.66
29041335	10/2/2020	PACIFIC GAS AND ELECTRIC CO	\$ 154,259.83
29041336	10/2/2020	RUDOLPH, AYINDE	\$ 118.51
29041337	10/5/2020	CASTO CHAPTER 7	\$ 180.00
29041338	10/5/2020	PACIFIC AUTISM CENTER FOR	\$ 21,622.00
29041339	10/5/2020	PETREA, LAUREN	\$ 2,582.57
29041340	10/5/2020	RUDOLPH, AYINDE	\$ 113.33
29041341	10/5/2020	The Home Depot Pro	\$ 591.00
29041342	10/5/2020	U.S. BANK CORPORATE PAYMENT	\$ 5,113.51
29041343	10/5/2020	XEROX FINANCIAL SERVICES	\$ 480.84
29041344	10/7/2020	101 THERAPY STAFFING INC	\$ 11,115.52
29041345	10/7/2020	3 CHORDS INC	\$ 4,537.50
29041346	10/7/2020	AMERICAN FIDELITY ASSURANCE CO	\$ 1,292.53
29041347	10/7/2020	AMERIFLEX	\$ 11,253.10
29041348	10/7/2020	AT&T	\$ 2,864.18
29041349	10/7/2020	BOGDANIC, PRISCILA	\$ 60.09
29041350	10/7/2020	CALIFORNIA TEACHERS	\$ 28,959.22
29041351	10/7/2020	CHAC	\$ 10.00
29041352	10/7/2020	COLONIAL LIFE	\$ 22,000.92
29041353	10/7/2020	COMMUNITY SCHOOL OF MUSIC	\$ 204,309.50
29041354	10/7/2020	DANNIS WOLIVER KELLEY	\$ 1,773.84
29041355	10/7/2020	ENG, JEN	\$ 3,333.00
29041356	10/7/2020	LI, GUOQING	\$ 382.00
29041357	10/7/2020	LIFE INSURANCE CO OF N AMERICA	\$ 18.05
29041358	10/7/2020	LIVING CLASSROOM	\$ 8,325.00
29041359	10/7/2020	MOBILE MODULAR MGMT CORP	\$ 4,130.00
29041360	10/7/2020	McARTHUR & LEVIN LLP	\$ 1,062.00
29041361	10/7/2020	RO HEALTH INC	\$ 2,400.00
29041362	10/7/2020	STANDARD INSURANCE CO	\$ 4,353.73
29041363	10/7/2020	SUN LIFE FINANCIAL	\$ 873.49
29041364	10/7/2020	3 CHORDS INC	\$ 8,250.00
29041365	10/7/2020	ADVANCED MEDICAL PERSONNEL SER	\$ 14,368.75
29041366	10/7/2020	BINN, MEGAN	\$ 185.00
29041367	10/7/2020	BMI IMAGING SYSTEMS INC	\$ 2,490.00
29041368	10/7/2020	CALIFORNIA WATER SERVICE	\$ 1,441.85
29041369	10/7/2020	CITI CARDS	\$ 170.79
29041370	10/7/2020	CONTROLTEC INC	\$ 1,792.20
29041371	10/7/2020	CREATIVE LEARNING CENTER INC	\$ 7,552.75
29041372	10/7/2020	GOODFELLOW OCCUPATIONAL	\$ 23,908.00
29041373	10/7/2020	KATZ, MICHAEL	\$ 500.00
29041374	10/7/2020	LIVING CLASSROOM	\$ 8,325.00
29041375	10/7/2020	MENTOR TUTOR CONNECTION	\$ 7,500.00
29041376	10/7/2020	MONOPRICE INC.	\$ 1,852.56
29041377	10/7/2020	MULTIHEALTH SYSTEMS INC	\$ 1,546.25

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF OCTOBER 2020

Warrant Number	Date	Name	Amount
29041378	10/7/2020	ORBACH HUFF SUAREZ & HENDERSON	\$ 1,923.00
29041379	10/7/2020	RO HEALTH INC	\$ 7,176.00
29041380	10/7/2020	TCI	\$ 265,680.42
29041381	10/7/2020	THERAPY TRAVELERS LLC	\$ 6,080.00
29041382	10/8/2020	BECK'S SHOES INC.	\$ 730.00
29041383	10/8/2020	CERTIFIX LIVE SCAN	\$ 9.00
29041384	10/8/2020	HOME DEPOT CREDIT SERVICES	\$ 6,701.57
29041385	10/8/2020	WHEELEHAN SCHOOL BUSINESS	\$ 1,250.00
29041386	10/8/2020	XEROX CORPORATION	\$ 6,657.16
29041387	10/9/2020	ROBINSON OIL CORPORATION	\$ 893.70
29041388	10/9/2020	SOUTHWEST SCHOOL & OFFICE	\$ 10,747.76
29041389	10/9/2020	SYSCO- SAN FRANCISCO	\$ 5,542.57
29041390	10/9/2020	TCI	\$ 117,242.30
29041391	10/9/2020	VALLEY OIL COMPANY	\$ 406.20
29041392	10/13/2020	ACOSTA, PAOLA	\$ 28.40
29041393	10/13/2020	BELL, KAMISI	\$ 363.00
29041394	10/13/2020	DANIELSEN COMPANY	\$ 8,441.14
29041395	10/13/2020	EFURNITUREMAX LLC	\$ 59.95
29041396	10/13/2020	GOLD STAR FOODS INC	\$ 6,047.23
29041397	10/13/2020	GUILTRON, MARGARITA	\$ 83.40
29041398	10/13/2020	HARRIS SCHOOL SOLUTIONS	\$ 31.25
29041399	10/13/2020	KEVADIYA, DIYABEN	\$ 75.50
29041400	10/13/2020	MACHADO, SUSANA	\$ 66.50
29041401	10/13/2020	OLIVER PACKAGING & EQUIPMENT	\$ 626.75
29041402	10/13/2020	P & R PAPER SUPPLY COMPANY INC	\$ 368.84
29041403	10/13/2020	PACIFIC RIM PRODUCE	\$ 5,699.40
29041404	10/13/2020	PERSON, DEREK	\$ 134.50
29041405	10/13/2020	PRODUCERS DAIRY FOODS INC	\$ 2,484.70
29041406	10/13/2020	RACIOT, KARA	\$ 119.00
29041407	10/13/2020	SYSCO- SAN FRANCISCO	\$ 3,380.06
29041408	10/13/2020	TCI	\$ 47,226.78
29041409	10/13/2020	CITY OF MOUNTAIN VIEW	\$ 37,452.23
29041410	10/13/2020	DANNIS WOLIVER KELLEY	\$ 15,192.03
29041411	10/13/2020	ENVIRONMENTAL SYSTEMS INC	\$ 334,731.70
29041412	10/13/2020	KAISER FOUNDATION HEALTH PLAN	\$ 377,334.46
29041413	10/13/2020	SOUND AND SIGNAL INC	\$ 116.25
29041414	10/13/2020	SPRINT	\$ 3,019.75
29041415	10/13/2020	UHS PREMIUM BILLING	\$ 286,719.70
29041416	10/14/2020	ARMENTA, DAENA	\$ 13.51
29041417	10/14/2020	BORGES, P	\$ 60.50
29041418	10/14/2020	CDW Govenment	\$ 13,577.59
29041419	10/14/2020	CHAN, GEORGE	\$ 521.00
29041420	10/14/2020	GILLSON, LYNETTE	\$ 32.75
29041421	10/14/2020	LAMBERT, THERESA	\$ 384.88
29041422	10/14/2020	LFA WESTWIND	\$ 1,503.72

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF OCTOBER 2020

Warrant Number	Date	Name	Amount
29041423	10/14/2020	REYES, KRISTIEN	\$ 158.50
29041424	10/14/2020	ZOOM VIDEO COMMUNICATIONS INC	\$ 1,607.67
29041425	10/15/2020	CALIFORNIA FINANCIAL SERVICES	\$ 13,500.00
29041426	10/15/2020	COULTER CONSTRUCTION INC	\$ 14,102.08
29041427	10/15/2020	GREYSTONE WEST COMPANY	\$ 9,775.68
29041428	10/15/2020	HIBSER YAMAUCHI ARCHITECTS INC	\$ 2,737.50
29041429	10/15/2020	ORBACH HUFF SUAREZ & HENDERSON	\$ 22,861.70
29041430	10/16/2020	AT&T MOBILITY	\$ 956.84
29041431	10/16/2020	CDW Govenment	\$ 27,352.43
29041432	10/16/2020	CITY OF MOUNTAIN VIEW	\$ 1,068.95
29041433	10/16/2020	HARRIS SCHOOL SOLUTIONS	\$ 14,039.92
29041434	10/16/2020	JACK SCHREDER & ASSOCIATES INC	\$ 1,843.75
29041435	10/16/2020	KEPLER'S 2020 FPC	\$ 471.44
29041436	10/16/2020	KIDZZ INC	\$ 1,400.00
29041437	10/16/2020	MOBILE MODULAR MGMT CORP	\$ 2,950.00
29041438	10/16/2020	TCI	\$ 44,336.62
29041439	10/16/2020	U.S. BANK CORPORATE PAYMENT	\$ 1,003.50
29041440	10/20/2020	AMERICAN FIDELITY ADMIN.	\$ 475.75
29041441	10/20/2020	ANDRADE, ANA VILLARREAL	\$ 74.00
29041442	10/20/2020	APPLE INC	\$ 55,158.20
29041443	10/20/2020	ARIAS, KAYLEE JUAREZ	\$ 84.00
29041444	10/20/2020	CDW Govenment	\$ 1,058.94
29041445	10/20/2020	CHAC	\$ 90,000.00
29041446	10/20/2020	EASLEY, ALLISON	\$ 74.00
29041447	10/20/2020	FedEx	\$ 10.81
29041448	10/20/2020	GARCIA MENDOZA, MAYRA	\$ 84.00
29041449	10/20/2020	HARDER, SUSAN	\$ 74.00
29041450	10/20/2020	JACKSON, IVANNA	\$ 85.00
29041451	10/20/2020	LEE, LINDA	\$ 74.00
29041452	10/20/2020	META Solutions	\$ 5,331.00
29041453	10/20/2020	ORTIZ-PARRA, LUCILA BERENICE	\$ 69.00
29041454	10/20/2020	SANDOVAL, JENNIFER	\$ 94.00
29041455	10/20/2020	AYALA, MARIA	\$ 267.16
29041456	10/20/2020	BOBCOMM INC	\$ 36,202.40
29041457	10/20/2020	CDW Govenment	\$ 48,025.82
29041458	10/20/2020	FASSIOTTO, ALLISON	\$ 38.70
29041459	10/20/2020	HOME DEPOT CREDIT SERVICES	\$ 326.33
29041460	10/20/2020	JACK SCHREDER & ASSOCIATES INC	\$ 656.25
29041461	10/20/2020	KOBATA, MARIKO	\$ 218.32
29041462	10/21/2020	AMERIFLEX	\$ 99.00
29041463	10/21/2020	CDW Govenment	\$ 3,819.08
29041464	10/21/2020	ROBINSON OIL CORPORATION	\$ 1,431.51
29041465	10/21/2020	THOMAS PLUMBING INC	\$ 6,861.61
29041466	10/21/2020	VALLEY OIL COMPANY	\$ 245.00
29041467	10/21/2020	MRC	\$ 2,393.56

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF OCTOBER 2020

Warrant Number	Date	Name	Amount
29041468	10/21/2020	The Home Depot Pro	\$ 8,730.40
29041469	10/21/2020	XEROX FINANCIAL SERVICES	\$ 723.29
29041470	10/22/2020	COMMUNITY SCHOOL OF MUSIC	\$ 2,087.08
29041471	10/22/2020	DREILING TERRONES ARCHITECTURE	\$ 125.00
29041472	10/22/2020	HOME TRAINING TOOLS LTD	\$ 171.12
29041473	10/22/2020	INTELTEK INC	\$ 990.00
29041474	10/22/2020	MOUNTAIN VIEW WHISMAN SCHOOL	\$ 200.00
29041475	10/22/2020	ULINE	\$ 146.66
29041476	10/23/2020	ADVANCED MEDICAL PERSONNEL SER	\$ 3,800.00
29041477	10/23/2020	BUREAU OF ED AND RESEARCH	\$ 777.00
29041478	10/23/2020	CHILDREN'S HEALTH COUNCIL	\$ 8,708.72
29041479	10/23/2020	DANIELSEN COMPANY	\$ 1,844.92
29041480	10/23/2020	EAST BAY RESTAURANT SUPPLY INC	\$ 300.78
29041481	10/23/2020	GOLD STAR FOODS INC	\$ 402.62
29041482	10/23/2020	PACIFIC RIM PRODUCE	\$ 1,030.25
29041483	10/23/2020	RO HEALTH INC	\$ 2,551.50
29041484	10/26/2020	CITI CARDS	\$ 3.85
29041485	10/26/2020	COMCAST	\$ 2,851.37
29041486	10/26/2020	GOLD STAR FOODS INC	\$ 1,888.38
29041487	10/26/2020	JACK SCHREDER & ASSOCIATES INC	\$ 8,500.00
29041488	10/26/2020	PACIFIC RIM PRODUCE	\$ 602.00
29041489	10/27/2020	SYNCHRONY BANK/AMAZON	\$ 5,117.44
29041490	10/28/2020	AA FIRE SYSTEMS INC.	\$ 5,032.10
29041491	10/28/2020	U.S. BANK CORPORATE PAYMENT	\$ 2,446.01
29041492	10/28/2020	101 THERAPY STAFFING INC	\$ 14,589.12
29041493	10/28/2020	3 CHORDS INC	\$ 3,562.50
29041494	10/28/2020	ADVANCED MEDICAL PERSONNEL SER	\$ 3,800.00
29041495	10/28/2020	BECK'S SHOES INC.	\$ 923.84
29041496	10/28/2020	CDW Govenment	\$ 256.97
29041497	10/28/2020	CITY OF MOUNTAIN VIEW	\$ 14,278.20
29041498	10/28/2020	CREATIVE LEARNING CENTER INC	\$ 3,351.25
29041499	10/28/2020	DEPT OF JUSTICE	\$ 32.00
29041500	10/28/2020	ECOLAB PEST ELIMINATION	\$ 845.46
29041501	10/28/2020	ELLEVATION INC	\$ 11,086.25
29041502	10/28/2020	GHOSH, SHUBHRA	\$ 2,735.00
29041503	10/28/2020	PACIFIC GAS AND ELECTRIC CO	\$ 10,832.41
29041504	10/28/2020	Pediatric Therapy Services	\$ 9,568.00
29041505	10/28/2020	RHYTHM & MOVES INC	\$ 62,640.00
29041506	10/28/2020	RO HEALTH INC	\$ 11,411.48
29041507	10/28/2020	SPRINT	\$ 2,554.39
29041508	10/28/2020	THERAPY TRAVELERS LLC	\$ 3,040.00
29041509	10/28/2020	CLEARY CONSULTANTS INC	\$ 3,176.25
29041510	10/28/2020	DEPT OF GENERAL SERVICES	\$ 3,493.75
29041511	10/28/2020	DREILING TERRONES ARCHITECTURE	\$ 11,037.51
29041512	10/29/2020	BENCHMARK EDUCATION	\$ 4,850.60

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF OCTOBER 2020

Warrant Number	Date	Name	Amount
29041513	10/29/2020	NOTABLE INCORPORATED	\$ 10,500.00
29041514	10/29/2020	SMART AND FINAL	\$ 51.22
29041515	10/29/2020	YEGROS EDUCATIONAL LLC	\$ 100.00
29041516	10/29/2020	MRC	\$ 51.97
29041517	10/29/2020	NCS PEARSON INC	\$ 723.57
29041518	10/30/2020	CALIFORNIA WATER SERVICE	\$ 1,953.79
29041519	10/30/2020	PACIFIC GAS AND ELECTRIC CO	\$ 86,312.27
29041520	10/30/2020	DREILING TERRONES ARCHITECTURE	\$ 21,791.61
29041521	10/30/2020	ORBACH HUFF SUAREZ & HENDERSON	\$ 20,242.16
98019771	10/2/2020	OFFICE DEPOT	\$ 11,793.22
98019854	10/5/2020	SHRED-IT USA LLC	\$ 179.76
98019938	10/6/2020	OFFICE DEPOT	\$ 22,567.82
98019983	10/7/2020	HEARTLAND SCHOOL SOLUTIONS	\$ 35,237.50
98019984	10/7/2020	IINTERPRET INC	\$ 250.00
98019985	10/7/2020	THERAPEUTIC LEARNING	\$ 2,187.50
98019986	10/7/2020	DISCOVERY EDUCATION INC.	\$ 3,000.00
98019987	10/7/2020	IINTERPRET INC	\$ 1,000.00
98019988	10/7/2020	PAR INC.	\$ 930.00
98020064	10/8/2020	HEARTLAND SCHOOL SOLUTIONS	\$ 1,011.50
98020122	10/9/2020	SCHOOL SPECIALTY	\$ 190.44
98020227	10/13/2020	AUS WEST LOCKBOX	\$ 311.40
98020228	10/13/2020	BONAMI BAKING COMPANY INC	\$ 504.00
98020229	10/13/2020	GIULIANO-PAGANO CORPORATION	\$ 268.00
98020230	10/13/2020	FOSTER BROTHERS SECURITY	\$ 323.73
98020282	10/14/2020	BRIGHTBYTES INC	\$ 3,975.00
98020283	10/14/2020	COLE SUPPLY COMPANY INC	\$ 717.19
98020416	10/16/2020	DIDAX INC	\$ 572.25
98020537	10/20/2020	BAY ALARM COMPANY	\$ 570.00
98020538	10/20/2020	JW PEPPER & SON INC	\$ 83.00
98020539	10/20/2020	SCHOLASTIC INC	\$ 2,541.25
98020540	10/20/2020	BAY ALARM COMPANY	\$ 10,641.84
98020541	10/20/2020	HANOVER RESEARCH COUNCIL LLC	\$ 45,433.78
98020542	10/20/2020	OFFICE DEPOT	\$ 937.32
98020604	10/21/2020	BAY ALARM COMPANY	\$ 6,257.76
98020605	10/21/2020	BAY ALARM COMPANY	\$ 6,819.00
98020738	10/22/2020	GRAINGER	\$ 2,151.88
98020739	10/22/2020	HOUGHTON MIFFLIN HARCOURT	\$ 3,570.46
98020740	10/22/2020	LEARNING WITHOUT TEARS	\$ 1,103.08
98020741	10/22/2020	LEARNING A-Z	\$ 1,721.50
98020786	10/23/2020	AUS WEST LOCKBOX	\$ 204.60
98020787	10/23/2020	BONAMI BAKING COMPANY INC	\$ 384.00
98020788	10/23/2020	DON JOHNSTON INCORPORATED	\$ 323.35
98020789	10/23/2020	FOSTER BROTHERS SECURITY	\$ 20.71
98020790	10/23/2020	HEINEMANN	\$ 600.00
98020791	10/23/2020	RESPONSIVE CLASSROOM	\$ 729.00

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF OCTOBER 2020

Warrant Number	Date	Name	Amount
98020952	10/28/2020	IINTERPRET INC	\$ 1,810.00
98021040	10/29/2020	BTN AUTOMOTIVE	\$ 3,811.88
98021041	10/29/2020	FOLLETT SCHOOL SOLUTIONS INC	\$ 2,962.74
<29040265> Canceled	10/9/2020	MOUNTAIN VIEW COMMUNITY CENTER	\$ (174.00)
<98016967> Canceled	10/6/2020	NCS PEARSON INC	\$ (723.57)
		Grand Total	\$ 3,195,814.45

District? 29

Effective Year? Not specified

Effective QTR? Not specified

Compute Totals Rule? N/A

Record Type? All record types

Cancel Option? All canceled/uncanceled

Summary Option? District totals only

One employee per Page? No

Include terminated employees? Yes

SSN masking? 5

Pay line detail? No pay-line detail/summary

Deduction detail? No deduction detail/summary

Account detail? No account detail/summary

Print position summary? No

Selected Pay Codes?

Selected Pay Locations?

Selected DI/SSN?

Selected Name From?

To?

EMPLOYEE ID	EMPLOYEE NAME	GROSS	NTX-GR	O-TIME	OASDI-GR	OASDI	SDI-GR	FIT	STRS	PERS	DED	T
DATE	PER	WARRANT/ST	FED TXB	FED IMP	CAR	MEDI-GR	MEDI	SIT	STRS-TS	PERS-TS	TSA	O
PAID	END		ST TXB	ST IMP	EIC	OASDI-ER	MEDI-ER	SB	CLC	STRS-ER	PERS-ER	GLI-8999
												NET T

District Totals

29 MOUNTAIN VIEW WHISMAN SD

GROSS	OVER-TIME	OASDI-GROSS	MEDI-GROSS	SDI-GROSS	FIT	STRS	PERS
4473931.07	4968.13	1257078.88	4352754.73	984065.90	434297.20	309037.76	87475.31
TAX-GROSS-FD	IMP-GROSS-FD	OASDI	MEDI	SDI	SIT	STRS-TS	PERS-TS
3807523.38	0.00	77938.90	63324.31	9840.69	171827.64	309037.76	87475.31
NTX-GROSS	TSA	DED	CAR	SURV-BEN	EIC	GLI (8999)	NET
121440.29	148454.33	462864.61	0.00	0.00	0.00	263.95	2708870.32
TAX-GROSS-ST	IMP-GROSS-ST	OASDI-EMPR	MEDI-EMPR	STRS-EMPR	PERS-EMPR		
3807523.38	0.00	0.00	0.00	0.00	0.00		
TAX-PAID-CLC	MEDI+ GROSS	MEDI+					
0.00	0.00	0.00					

Santa Clara County Office of Education

District Business & Advisory Services

Authorization and Order for transfer of School District Funds to Payroll Revolving Funds

FOR THE GOVERNING BOARD OF _____

Payroll Name: Tenth of Month End of Month Manual

Payroll Issue Date: _____

Under the provision of Section 42646 of the Education Code, you are hereby authorized and ordered to transfer from our school district's fund(s) to the Payroll Revolving Fund the **gross amount** required is \$ _____ to cover the submitted payroll prelists (PAY510, PAY512 & PAY513).

Payroll warrants will not be released without this signed authorization in District Business & Advisory Services (DBAS).

Authorized Signer's Signature: Nadia Pongo

Name: _____

Title: _____

Date: _____

PAYNAME: EOM

PAY DATE: 10/30/2020 END DATE: 10/31/2020

Lock Enabled on Payname. By: A708 Date: 10/23 Time: 16:52

PAYROLL DATA YEAR: 2021

PAY NAME: EOM

RUN TYPE: PRE-LIST

DATE PAID: 10/30/2020

CHECK SORT: REGULAR

CANCEL APD: NO

IGNORE SPECIAL TAX: NO

MAXIMUM NET PAY:

LAST NAME:

CONTROL GROUP:

PAY LOCATION:

PAY CODE:

RETIREMENT SYSTEM:

BALANCE OF CONTRACT ONLY: NO

SSN:

DISTRICTS SELECTED: 29

PAY TYPES SELECTED:

SUPPRESS PPO DETAIL: N

SCHEDULE	CYCLE	CLASS	TYPE	PERIOD END	PAYROLL#	LAST	PAID	WORKED	UC	PAY CODES
EOMREG	MO	REG	PAY	10/31/2020	04	NO	12	12	NO	01 02 11 12 05
EOMSUP	MO	SUP	PAY	10/31/2020	04	NO	12	12	NO	01 02 11 12 99 98
E10B06	MO	REG	PAY	10/31/2020	04	NO	10	10	NO	01 02 11 12
E10B07	MO	REG	PAY	10/31/2020	04	NO	10	10	NO	01 02 11 12
E11B06	MO	REG	PAY	10/31/2020	04	NO	11	11	NO	01 02 11 12
E11B07	MO	REG	PAY	10/31/2020	04	NO	11	11	NO	01 02 11 12
E11B08	MO	REG	PAY	10/31/2020	04	NO	11	11	NO	01 02 11 12
E10R06	MO	REG	PAY	10/31/2020	04	NO	10	10	NO	01 02 11 12
E10R07	MO	REG	PAY	10/31/2020	04	NO	10	10	NO	01 02 11 12
E11R06	MO	REG	PAY	10/31/2020	04	NO	11	11	NO	01 02 11
E11R07	MO	REG	PAY	10/31/2020	04	NO	11	11	NO	01 02 11 12
E11R08	MO	REG	PAY	10/31/2020	04	NO	11	11	NO	01 02 11 12
E10NB7	MO	REG	PAY	10/31/2020	04	NO	10	10	NO	01 02 11 12
E11NB7	MO	REG	PAY	10/31/2020	04	NO	11	11	NO	01 02 11 12 05
E09R06	MO	REG	PAY	10/31/2020	04	NO	09	09	NO	01 02 11 12
E09B06	MO	REG	PAY	10/31/2020	04	NO	09	09	NO	01 02 11 12
E10NB6	MO	REG	PAY	10/31/2020	04	NO	10	10	NO	01 02 11 12
EOYREG	MO	REG	PAY	10/31/2020	04	NO	12	12	NO	01 02 11 12
EOYSUP	MO	SUP	PAY	10/31/2020	04	NO	12	12	NO	01 02 11 12 99 98

PAYNAME: EOM

DISTRICT TOTALS

PAY DATE: 10/30/2020 END DATE: 10/31/2020

Lock Enabled on Payname. By: A708 Date: 10/23 Time: 16:52

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	84	GETTING PAID FIRST TIME	5	
APD TO CU	0	TERMINATED GETTING PAID	2	RET SYSTEM 1/3 OPTION: P %0.000
APD TO CHECKING	586	STARTING APD CHECKING NEXT MONTH	11	RET SYSTEM 2/4 OPTION: X %7.000
APD TO SAVINGS	9	STARTING APD SAVINGS NEXT MONTH	0	FICA OPTION:
-----		GETTING PAID BALANCE OF CONTRACT	0	
TOTAL GETTING PAID	679			

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	4,327,782.26	NML	0.00	NML	0.00	NML	0.00	NML	4,327,782.26
ADJ	-45,950.14	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	-45,950.14
-----		-----		-----		-----		-----	
ADJ NML	4,281,832.12*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	4,281,832.12*
DEGN	47,428.76	DEGN	0.00	DEGN	0.00	DEGN	0.00	DEGN	47,428.76
LOGN	10,591.33	LOGN	0.00	LOGN	0.00	LOGN	0.00	LOGN	10,591.33
NIT	2,715.64	NIT	0.00	NIT	0.00	NIT	0.00	NIT	2,715.64
HR	0.00	HR	0.00	HR	74,737.29	HR	74,737.29	HR	74,737.29
ARR	9,152.18	ARR	-10,108.80	ARR	4,695.00	ARR	-5,413.80	ARR	3,738.38
EDIN	4,275.74	EDIN	0.00	EDIN	0.00	EDIN	0.00	EDIN	4,275.74
SUB	0.00	SUB	30,400.00	SUB	1,845.00	SUB	32,245.00	SUB	32,245.00
CELL	350.00	CELL	0.00	CELL	0.00	CELL	0.00	CELL	350.00
TRV	1,500.00	TRV	0.00	TRV	0.00	TRV	0.00	TRV	1,500.00
MISC	1,740.00	MISC	0.00	MISC	0.00	MISC	0.00	MISC	1,740.00
NTX	4,274.83	NTX	0.00	NTX	0.00	NTX	0.00	NTX	4,274.83
SPC	1,000.00	SPC	0.00	SPC	0.00	SPC	0.00	SPC	1,000.00
1522	0.00	1522	0.00	1522	100.75	1522	100.75	1522	100.75
VAC	2,433.10	VAC	0.00	VAC	0.00	VAC	0.00	VAC	2,433.10
OT	0.00	OT	0.00	OT	4,968.13	OT	4,968.13	OT	4,968.13
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	4,968.13*	TOTAL OT	4,968.13*	TOTAL OT	4,968.13*
NON-NML	85,461.58*	NON-NML	20,291.20*	NON-NML	86,346.17*	NON-NML	106,637.37*	NON-NML	192,098.95*
TOTAL	4,367,293.70**	TOTAL	20,291.20**	TOTAL	86,346.17**	TOTAL	106,637.37**	TOTAL	4,473,931.07**

TOTAL NUMBER HOURS WORKED: 3016.00 TOTAL NUMBER DAYS WORKED: 165.00

GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
4,473,931.07	0.00	121,440.29	148,454.33	396,513.07	3,807,523.38	422,869.83	11,427.37
SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
169,679.64	2,148.00	1,257,078.88	77,938.90	4,352,754.73	63,324.31	0.00	0.00
SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	9,840.69	0.00	3,096,076.57	309,037.76	1,249,646.02	87,475.31	464,974.28
NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR	
2,706,760.65	441.28	55,539.18	0.00	0.00	0.00	0.00	
STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)
0.00	3,807,523.38	182,181.87	126,855.89	0.00	41,076.88	46,398.43	0.00
STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS
1,838,288.17	1,257,788.40	0.00	586,812.33	662,833.69	0.00	2,521.23	201.70

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: CONSENT AGENDA

Agenda Item Title: Award of Architectural Services Contract to Hamilton Aitken Architects for the Paving & Utilities at Various Sites Project

Estimated Time:

Person Responsible: Rebecca Westover, Ed.D., Chief Business Officer

Background:

The Paving & Utilities at Various Sites project involves spot replacement of underground storm drain lines at Crittenden Middle School and Theuerkauf and Monta Loma Elementary Schools and repaving of asphalt areas at Theuerkauf and Castro Elementary Schools. The project requires the services of an architectural design firm to assist in design, and construction documents, DSA submittal, construction administration and closeout. The District issued a Request for Proposal (RFP) for these services on September 18, 2020 to the currently approved pool of Architects for the District for the Measure T Bond. A total of one proposal was received.

Fiscal Implication:

Hamilton + Aitken Architects has presented a service fee proposal for the required services in the amount of \$68,600. At this time, the estimated construction cost is \$1,157,000. This proposal is within the established project budget for design fees.

Recommended Action:

It is recommended the Board of Trustees approve the service fee proposal and award of an agreement for Hamilton + Aitken Architects in the amount of \$68,600.

ATTACHMENTS:

Description	Type	Upload Date
HAA - Rev. Paving Proposal	Backup Material	11/12/2020
HAA - Agreement - Rev. Paving Various Sites	Backup Material	11/12/2020



9 October 2020
10 November 2020 (revised with additional scope)

Rebecca Westover
Chief Business Officer
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA. 94043
rwestover@mvwsd.org

Re: Proposal for Architectural Services – Revised Spot Replacement of Storm Drains to add Paving work at Theuerkauf and Castro Elementary Schools

Dear Ms. Westover:

Thank you for this opportunity to present this revised proposal for architectural services for the Storm Drains and Paving at Mountain View Whisman School District. This proposal revises our original proposal for Spot Replacement of Storm Drains to add repaving of asphalt areas at Theuerkauf and Castro Elementary Schools.

Theuerkauf Elementary School –

- Repaving and Restripe main parking lot on San Luis Ave +/-20,000 SF. Improvements include demo of existing paving and replacement with vehicular paving section and restripe. Some modifications to the striping plan to improve layout may be an option but the existing concrete is scheduled to remain.
- Resurface and restripe staff parking lot on San Luis Ave +/-9,000 SF.
- Resurfacing and restripe existing blacktop. +/-60,000 SF.

Castro Elementary School –

- Remove existing pedestrian paving and replace with vehicular paving to accommodate additional parking, +/-7,000 SF. Current paving section is 2" AC over 8" AB.

We understand that these projects involve design, construction documents and construction administration.

Overall design of the project will be the responsibility of Hamilton + Aitken Architects and our civil engineer, CSW/ST2 Civil Engineers. We have worked with CSW on a number of projects over many years, and we believe our team can provide the District with the high level of service you expect.

Although we are newcomers to the District's pool of consultants, we come with over 25 years of school design experience with Districts such as yours. Our team's experience ranges from infrastructure, site and utility upgrades to campus modernizations, new school buildings and district master plans. Thank you for asking us to propose on these projects.

We have listed myself as Project Architect / Principal in Charge on all projects, in order to give the District a single point of contact at our firm for consistency and quality of service. We have also assigned each project a separate project manager or job captain, depending on project complexity, and to distribute the workload to meet the District's tight schedule. Based on our current work commitments, we have the staff to meet your deadlines on these projects.

I hope this proposal addresses the requirements of the project and meets your expectations.
Should you have any questions, please call me and I would be happy to review them with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'CHAM', is positioned above the printed name.

Chad Hamilton AIA
Principal – Hamilton+Aitken Architects



Project Proposal 6 – Spot Replacement of Storm Drains – Three Schools

Date: 9 October 2020

10 November 2020 (revised with additional scope)

Description:

- Spot replacement of underground storm drain lines at Crittenden Middle School, Theuerkauf Elementary School and Monta Loma Elementary School.
- Patching and grading to restore original conditions.
- Paving work at Theuerkauf and Castro Elementary Schools

District's Estimated Budget:

Personnel: Project Architect: Chad Hamilton AIA
Job Captain: Liene Cikanovica

Consultant Project Team:

Civil Lead Michael Vidra – CSW/ST2 Civil Engineers

Project Schedule:

Design – 10/22 – 11/25

CD – 11/26 – 1/7/21

DSA Submittal – 1/8/21

DSA Approval – 2/18/21

Construction – June 2021 – August 2021

Note the original design start time has passed – we expect to recover time on the schedule in order to submit to DSA at or near the original scheduled submittal date.

Firm's Current Work Commitments:

H+AA manages our ongoing work commitments by quarterly projections to determine long-term work load, and by weekly review of our project staffing and workload. We currently have staff available to commit to your project to meet the proposed schedule.

Compensation: Sixty-Eight Thousand Six Hundred Dollars

Phase	Percent Fee	Fee / Phase
Design	30%	\$ 20,580
Construction Documents	40%	\$ 27,440
Bidding	5%	\$ 3,430
Contract Administration	25%	\$ 17,150
Total	100%	\$ 68,600

Hourly rates are included in our Statement of Qualifications dated 25 June 2020

Proposed Scope of Services

Design Phase

- Review existing design studies or documents of the existing building or site.
- Review reports and studies obtained by the District, including Geotechnical Report, Site Survey, and other pertinent information.
- Attend meetings required for design of the project.
- Prepare CAD/BIM base drawing files of buildings for use by other design disciplines.

- Meet with agencies having jurisdiction over the project to determine building and sitework compliance with regulatory requirements, including Division of the State Architect and local Department of Fire Prevention.
- Prepare final schematic design drawings for the project.
- Prepare a written design narrative describing the major elements of the project.

Contract Documents Phase

- Attend coordination and review meetings regarding the project.
- Prepare Contract Documents describing the project, incorporating technical information required for construction approval by public agencies, to facilitate the Client's effort to obtain proposals to construct these elements, and to aid and guide the construction of the project.
- Prepare drawings including site plan, building plans and sections, exterior elevations, interior elevations, wall sections, and detail sections showing the intent of the design for the project.
- Prepare specifications, using CSI format.
- Assist Client and Client's counsel in preparation of Division 0 (Bid Forms and General Conditions of the Contract)
- Provide information to the District's separate hazardous materials consultant regarding the scope of modernization work.

DSA Approval

- Submit documents to the Division of the State Architect for project review and approval.
- Assist the Client to obtain approval of the project by DSA.
- Respond to correction comments by DSA.

Bidding Phase

- Assist the Client during the bidding process to obtain proposals for the construction of the project.
- Incorporate hazardous materials documentation prepared by the District's separate hazardous materials consultant into the overall bid documents.
- Attend pre-bid meeting with potential bidders.
- Respond to questions from bidders.
- Prepare addenda required to clarify the bid documents and address questions of the bidders.
- Assist the Client to evaluate bid proposals.

Construction Phase

- Attend periodic construction progress meetings and job site visits necessary to observe the progress of construction of the project in order to advise the Client of general compliance with the design intent by the Contractor.
- Review the Contractor's request for progress payments for the project.
- Review product and information submittals and shop drawings required by the Specifications.
- Answer questions of interpretation and clarification by the Contractor.
- Prepare supplemental architectural information for corrections or clarifications to the Contract Documents.
- Attend final walk-through of the building and site at Substantial Completion of the project, and prepare a punch list of items that need to be corrected by the Contractor.

Contingent Additional Services

The following services may be provided at the request of the Client, but are not included in Basic Services of the Architect:

- Design and documentation for sustainable rating certification, for example LEED.
- Preparation of Opinions of Cost.
- Revisions necessary as a result of major changes in project scope.
- Major design revisions or additions to project scope requested by the Client.
- Employment of special sub consultants at the request of the District, such as acoustical consultants and energy consultants.

Assumptions

This proposal is based on the following assumptions:

- As-built drawings of existing building and building systems will be made available by the District.
- District will provide including topographic and utility site survey, geotechnical report, and other pertinent information as needed.

Exclusions

Services not listed in this proposal are specifically excluded from our scope of services.

- Preparation of as-built drawings
- Review of extent of existing hazardous materials or removal procedures, and cost estimating for hazardous materials abatement.

Crittenden MS



Monta Loma ES



Theuerkauf ES



Castro ES



**AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND
HAMILTON + AITKEN ARCHITECTS FOR PAVING AND
UTILITIES AT VARIOUS SITES
PROJECT**

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CERTIFICATES

This Agreement for Architectural Services is made as of the 5th day of November 2020, between the **Mountain View Whisman School District**, a California public school district, ("**District**") and **HAMILTON + AITKEN ARCHITECTS**, a California corporation ("**Architect**") (individually a "**Party**" and collectively the "**Parties**"), for the following project ("**Project**"):

PAVING AND UTILITIES AT VARIOUS SITES, located at Theuerkauf ES (1625 San Luis Ave., Mountain View), Monta Loma ES (460 Thompson Ave., Mountain View), Castro ES (500 Toft St., Mountain View) and Crittenden MS (1701 Rock St., Mountain View), as further described in the Project Scope attached hereto as **Exhibit A**.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and District shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect, although there is no contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.
 - 1.1.3. **As-Built Drawings ("As-BUILTS"):** Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated into the Conforming Set and for which DSA approval is required.
 - 1.1.6. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget is sometimes colloquially referred to as "hard costs" and does not include the compensation of the Architect and Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
 - 1.1.7. **Consultant(s):** Any and all consultant(s), subconsultant(s), subcontractor(s), or agent(s) to the Architect. Nothing in this Agreement shall create any contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.

- 1.1.8. **Day(s)**: Unless otherwise designated, “day(s)” means calendar day(s).
- 1.1.9. **District**: The **Mountain View Whisman School District**.
- 1.1.10. **DSA**: The Division of the State Architect.
- 1.1.11. **Project Budget**: The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs. The Project Budget is sometimes colloquially referred to as the “hard costs” and the “soft costs.”
- 1.1.12. **Record Drawings**: A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.13. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.14. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services as described in **Exhibit A**, commencing with receipt of a written Notice to Proceed signed by the District representative. Architect’s Services will be completed in accordance with the schedule attached as **Exhibit C**.
- 2.2. Architect’s Services hereunder shall be provided in conjunction with contracts between the District and other Project participants including the Contractor and the District’s construction manager, if one is retained by the District for the Project.
- 2.3. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered (collectively, “Standard of Care”).
- 2.4. Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
- 2.5. Architect shall provide Services that comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:
 - 2.5.1. Uniform Building Code, latest addition, and the California Code of Regulations, Title 24, including amendments.

- 2.5.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.
- 2.5.3. Americans with Disabilities Act.
- 2.5.4. Education Code of the State of California.
- 2.5.5. Government Code of the State of California.
- 2.5.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.
- 2.5.7. Public Contract Code of the State of California.
- 2.5.8. U. S. Copyright Act.
- 2.6. **Storm Water.** Architect, through its Consultant(s), shall be the District's Qualified Storm Water Developer (QSD) and shall prepare all documents necessary for the District to be in compliance with the current Construction General Permit (CGP) of the State Water Resources Control Board.
- 2.7. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, fire protection, civil engineers, landscape architects, food service, low voltage, data, and telephone Consultants, and interior designers, and cost estimation providers, licensed as required by applicable law. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant(s) employed by the Architect under terms of the Agreement.
- 2.8. Architect shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 2.9. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.
 - 2.9.1. **Architect acknowledges the provisions in Exhibit A during the Construction Administration Phase entitled "Duty to Timely Respond to DSA Inquiries."**
- 2.10. Architect shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.11. Architect shall coordinate with the District's DSA Project Inspector(s).
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. Architect shall coordinate and integrate its work with any of the following information and/or

services as provided by District:

- 2.13.1. Ground contamination or hazardous material analysis.
- 2.13.2. Any asbestos and/or lead testing, design or abatement.
- 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"). Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may invoice the District for the work required to incorporate those mitigation measures as Extra Services.
- 2.13.4. Historical significance report.
- 2.13.5. Soils investigation.
- 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit A**.
- 2.13.7. Topographic surveys of existing conditions.
- 2.13.8. State and local agency permit fees.
- 2.13.9. Commissioning Agent and Reports.
- 2.13.10. Testing and Inspection.

Article 3. Architect Staff

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Architect's Principals:	Architect's Consultants:
Principal in Charge: Chad Hamilton Job Captain: Liene Cikanovica Project Architect(s): Chad Hamilton Other: Other: Other: Other:	Electrical: NA Mechanical: NA Structural: NA Civil: Michael Vidra, CSW/ST2 Civil Engineers Landscape: NA Food Service: NA Acoustics: NA Estimating: Other: Other:

- 3.3. All proposed Consultants and any Architect Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District's review and approval of any replacement Consultant is required prior to commencing work on the Project. The District reserves

the right to replace any consultant in the best interest of the Project.

- 3.4. The Architect shall not change any of the key personnel listed above without prior notice to and written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with personnel acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans, specifications and/or included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services / Term

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in Exhibit A, so as to proceed with and complete the Services in compliance with the schedule in Exhibit C. Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.
- 4.2. **Term.** The Architect shall commence providing Services upon the execution of this Agreement and will diligently perform as required and continue performance until the Project is completed ("**Term**") or the Agreement is terminated as indicated herein, whichever is earlier. The Term is further detailed in the schedule in **Exhibit C**. The Parties agree that if this Agreement is in any way voided by an action based on Education Code section 17596, to the extent permitted by applicable law, the Parties will enter into and approve subsequent agreement(s), addenda, or amendment(s) for terms of up to 5 years each and under the same terms and conditions of this Agreement. The Architect is not due any additional compensation or Fee if the Term is longer than indicated herein and acknowledges that its Fee is based on the Architect performing the Services and all tasks within the Services and not based on the length of time to perform those Services or for the design or construction of the Project. The Architect's Fee is as indicated herein and in **Exhibit D**.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit A**, the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the construction manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit A**, including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to

deliver the Project within the Construction Cost Budget.

5.3. The District is relying on the Architect's expertise regarding the cost of construction. If any of the following events occur:

- The lowest responsive base bid received exceeds the Construction Cost Budget by ten percent (10%) or more; or
- The combined total of base bid and all additive alternates is ten percent (10%) or more below the Construction Cost Budget; or
- The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy;

Then the District, in its sole discretion, has one or a combination of the following alternatives:

- 5.3.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2. Authorize the Architect to assist the District to re-negotiate, when appropriate, and/or participate in re-bidding or requesting new proposals for the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either Party.
- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

Article 6. Fee and Method of Payment

- 6.1. The Fee is as defined in **Exhibit D**. District shall pay Architect the Fee pursuant to the provisions of **Exhibit D**.
- 6.2. Architect shall bill its work under this Agreement in accordance with **Exhibit D**.
- 6.3. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.4. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit D**.
- 6.5. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction

as indicated here.

Article 7. Payment for Extra Services or Changes

District-authorized services outside of the scope in **Exhibit A** or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit B** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the District or the District's authorized representative, the District will not be obligated to pay for that service. The foregoing provision notwithstanding, the District will pay the Architect as described in **Exhibit "B"** for Extra Services that the District or the District's authorized representative verbally requests, provided that the Architect confirms each request in writing pursuant to the notice requirements of this Agreement, provides the District the opportunity to rescind or otherwise clarify the nature and/or scope of the request after receipt of notice, and Architect proceeds with those Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its Consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its Consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive or other District-approved media, electronic transfer or weblink, with these documents and that is compatible with the most current version of AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to evidence what CADD information was provided to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by any person other than the Architect or Consultant(s) subsequent to it being provided to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in an electronic format requested by District and which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.

- 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for those changes, and shall indemnify the Architect harmless from and against any and all claims, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's Consultants.

Article 9. Termination of Agreement

- 9.1. If Architect fails to perform the Services to the reasonable satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the date of the notice of termination. District shall have the right to withhold payment and deduct from Architect's invoice, any amounts equal to District's costs caused by Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the date of District's written notice of termination, not to exceed the Fee.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of the termination.
- 9.4. The Architect has the right to terminate this Agreement if the District fails to make payment of undisputed amounts due to Architect hereunder. That termination shall be effective on the date District receives written notice of the termination from Architect. Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination, not to exceed the Fee.
- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of a termination, shall immediately cease performing Services. The District shall pay the Architect only the fee associated with the Services performed, from Architect's last paid invoice up to the date of the notice of termination, not to exceed the Fee.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the

Architect shall be compensated for Services performed prior to the notice of suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than eighteen (18) months, the Architect may terminate this Agreement by giving written notice.

Article 10. Architect Indemnity

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, defend and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, Consultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.
 - 10.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:
 - 10.2.1. **The cost of Project delays.** Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which the Architect shall be liable shall be proportionate to the amount the District is liable to the Project contractor(s), subcontractor(s), suppliers, inspector(s), construction manager(s) for the Project delays, including the proportionate cost of interim housing necessitated by Project delays, to the extent that the Project delays arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.
 - 10.2.2. **The cost of construction change orders for errors and omissions.** Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, to the extent that the change order(s) arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.
- These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify and defend under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.
 - 10.4. The Architect's duty to defend shall begin upon the District's notification to the Architect of a Claim. At that time, the Architect shall pay for that defense at its sole cost. At the resolution of a Claim, either by dispute resolution, settlement, litigation, arbitration or otherwise, the District and Architect shall base their proportionate percentage of fault for the Claim either upon (1) the determination of a third-party neutral that adjudicated or settled the claim (e.g., a mediator, an arbitrator, a judge, etc.)

or (2) if no determination was made, based on a good faith determination of the District and the Architect. At that time the Parties shall determine the cost to defend that is chargeable to the Architect and a payment from one Party to the other Party shall be made within sixty (60) days to satisfy that reconciliation.

Article 11. Mandatory Mediation for Claims

- 11.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through fourteen (14) days after termination of the Mediation, unless otherwise agreed to by the Parties.
- 11.2. Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 11.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with the rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 11.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.
- 11.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 11.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.
- 11.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provision herein.

Article 12. Fingerprinting

Architect has read and understands Education Code section 45125.2 and acknowledges that, according thereto, the Parties have determined and agreed that the Services provided by the Architect, Consultants, and their employees will have only limited contact with pupils at most. Architect agrees that it is responsible for complying with Education Code section 45125.1 throughout the completion of the Services. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Article 13. Responsibilities of the District

- 13.1. The District shall examine the documents submitted by the Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Architect's Services.
- 13.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide a notice shall not relieve Architect of its responsibility therefore, if any.
- 13.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when those services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to these matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall indicate that the specifications prepared by District's consultant relating to these matters, are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The bid documents shall also direct questions about the specifications to the consultant that prepared the specifications.
- 13.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and beneficial for the coordination or management of work related to the Project.
- 13.5. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's Services.
- 13.6. The District shall pay all fees required by agencies having jurisdiction over the Project.

Article 14. Liability of District

- 14.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
- 14.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees and Consultants, even though the equipment may be furnished or loaned to Architect by District.

Article 15. Nondiscrimination

- 15.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected characteristic of a person.
- 15.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 16. Insurance

- 16.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit E**.
- 16.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit E**.

Article 17. Covenant Against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Fee or consideration or to recover the full amount of a fee, commission, percentage fee, gift, or contingency.

Article 18. Entire Agreement/Modification

- 18.1. This Agreement, including the Exhibits incorporated by reference into this Agreement, is considered a completely integrated agreement, supersedes all previous contracts or agreements of any kind, oral or written, and constitutes the entire understanding an agreement of the Parties hereto. No extrinsic evidence of any kind or character may be admitted to alter or amend the terms of this completely integrated agreement, unless evidenced by an amendment to the Agreement as provided for herein. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement.
- 18.2. This Agreement shall not include or incorporate the terms of any proposal, general conditions, conditions, master agreement, or any other terms or documents prepared by the Architect. The attachment of any Architect-prepared document to this Agreement shall not be interpreted or construed to incorporate those terms into this Agreement, unless the District approves of that incorporation in a separate writing signed by the District. If proposals, quotes, statement of qualifications, or other similar documents prepared by the Architect are incorporated into this Agreement, then that incorporation shall be limited to those terms that describe only the Architect's scope of work, rates, price, and schedule.

Article 19. Non-Assignment of Agreement

This Agreement is intended to secure the specialized Services of the Architect. Therefore, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any purported assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any purported assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

Article 20. Law, Venue

- 20.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and

governed by the laws of the State of California.

- 20.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 21. Alternative Dispute Resolution

21.1. Architect's Invoices.

21.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, the portion or amount of the Architect's invoices that are disapproved for payment, the portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").

21.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to the Disputed Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Architect's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Architect personnel as appropriate and necessary.

21.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a "dispute" as provided herein.

21.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:

21.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.

21.2.2. **Mediation.** Within thirty (30) days following the earlier of receipt of notice by one Party from the other Party of a demand for mediation, the Parties shall:

21.2.2.1. Administer the dispute pursuant to the Mandatory Mediation provisions indicated herein, or

21.2.2.2. If there are no other parties involved, administer the dispute pursuant to non-binding mediation administered in accordance with the Commercial Mediation Rules of JAMS/Endispute, unless waived by mutual stipulation of both Parties.

21.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

21.3. Architect shall neither rescind nor stop the performance of its Services pending the outcome of any dispute.

Article 22. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 23. Employment Status

- 23.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for Services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against that liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Warranty and Certification of Architect

- 24.1. Architect warrants and certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.
- 24.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-

insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services.

- 24.3. Architect warrants and certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Architect is performing Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws. Architect shall ensure that it and its Consultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

Article 25. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement exceeds Five Thousand Dollars (\$5,000).

Article 26. Notices and Communications

Notices and communications between the Parties may be sent to the following addresses:

District:

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
ATTN: Ayinde Rudolph
Telephone: 650-526-8907

Architect:

HAMILTON + AITKEN ARCHITECTS
525 Brannan Street, Suite 400
San Francisco, CA 94107
Attn: Chad Aitken
Telephone: 415-974-5030

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

Article 27. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Architect’s good faith efforts to meet these DVBE goals.

Article 28. District’s Right to Audit

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Audit Right”). The District’s Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect’s premises, of any and all Project-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 28.2. The District's Audit Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with the requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Audit Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that this Article is binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related documents, records and information.
- 28.7. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars (\$10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

Article 29. Other Provisions

- 29.1. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services to the Standard of Care as defined herein.
- 29.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no Party is the author of this Agreement, and that this Agreement shall not be construed against any Party as the drafter of the Agreement.
- 29.3. The Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders based on the Project per Internal Revenue Code Section 179(D) (The energy efficient commercial buildings deduction).
- 29.4. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect

receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.

- 29.5. **Confidentiality.** Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 29.6. All Exhibits and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Dated: _____, 20____

Dated: _____, 20____

Mountain View Whisman School District

Hamilton + Aitken **Architects**

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

**EXHIBIT A
RESPONSIBILITIES AND SERVICES OF ARCHITECT
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Project Description. The Project shall include the design of the following at Theuerkauf ES, Monta Loma ES, Castro ES and Crittenden MS (“**School Site(s)**”):

- Spot replacement of underground storm drain lines at Crittenden Middle School, Theuerkauf Elementary School and Monta Loma Elementary School.
- Patching and grading to restore original conditions.
- Repaving and re-striping of main parking lot at Theuerkauf Elementary on San Luis Avenue.
- Resurfacing and re-striping of staff parking lot at Theuerkauf Elementary on San Luis Avenue.
- Resurfacing and re-striping of existing blacktop at Theuerkauf Elementary
- Remove and replace paving to create additional parking at Castro Elementary.

Architect shall provide all professional services necessary for completing the following:

1. BASIC SERVICES

Architect agrees to provide the services described below:

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect’s scope of work. This information shall include, if available;
 - 1.2.1. Physical characteristics;
 - 1.2.2. Legal limitations and utility locations for the Project site(s);
 - 1.2.3. Written legal description(s) of the Project site(s);
 - 1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - 1.2.5. Adjacent drainage;
 - 1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - 1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

- 1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- 1.2.9. Surveys, reports, as-built drawings; and
- 1.2.10. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology Department and/or the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.

- 1.4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.

- 1.5. **Mandatory Assistance**

Except for Claims as defined in this Agreement, if a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the negligent acts, errors, or omissions of the Architect, its agents,

officers, and employees, the Architect shall reimburse the District based on its final determined percentage of proportionate fault. The determination of Architect's proportionate percentage of fault shall be determined consistent with the procedure set forth in the "Architect Indemnity" provisions of this Agreement. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

1.6. **Oversight and Inspection Requirements**

- 1.6.1. The Architect agrees and acknowledges that the Architect must comply with all applicable DSA requirements, including the requirements of the most recent versions (including any updates to any of these documents made by DSA during the performance of the Services) of DSA documents PR 13-01 (Procedure: Construction Oversight Process) attached hereto as **Exhibit F ("PR 13-01")**, IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process) attached hereto as **Exhibit G ("IR A-6")**, DSA Form 3 (Project Submittal Checklist) attached hereto as **Exhibit H ("Form 3")**, and all other applicable documents and requirements.
- 1.6.2. **Distribution of CCD Category A Documents:** The Architect shall provide the Contractor and Project Inspector with DSA approved CCD Category A prior to commencement of work shown thereon.
- 1.6.3. **CCD Category A Statement in Final Verified Report.** The final verified report (form DSA-6A/E) from the Architect must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA.

2. **PRE-DESIGN AND START-UP SERVICES**

2.1. **Project Initiation**

Upon final execution of the Agreement with the District, the Architect shall:

- 2.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit C to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- 2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2.2. **Development of Architectural Program**

The Architect shall prepare for the District's review an architectural program as follows:

- 2.2.1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data

pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

- 2.2.2. Review DSA codes pertaining to the proposed Project design.
- 2.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 2.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 2.2.5. Administer Project as required to coordinate work with the District and between Consultants.
- 2.2.6. Construction Cost Budget
 - 2.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Budget within the parameters of the Project Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural programs as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
 - 2.2.6.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - 2.2.6.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - 2.2.6.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - 2.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - 2.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - 2.2.6.1.6. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall

provide input and feedback into the development of the Construction Cost Budget.

- 2.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

2.3. **Presentation**

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

2.4. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- 2.4.1. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 2.4.2. Two copies of Site Plan;
- 2.4.3. Two copies of revised Construction Cost Budget;
- 2.4.4. Two copies of final Schedule of Work;
- 2.4.5. Two copies of meeting Reports/Minutes from Kick-off and other meetings;
- 2.4.6. Two copies of renderings provided to District for public presentation.

2.5. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

3. **SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 3.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 3.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3.3. Architectural

- 3.3.1. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
- 3.3.2. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- 3.3.3. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
- 3.3.4. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- 3.3.5. Identify code requirements, include occupancy classification(s) and type of construction.

3.4. Structural

- 3.4.1. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.
- 3.4.2. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

3.5. Mechanical

- 3.5.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- 3.5.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- 3.5.3. Show selected system on drawings as follows:
 - 3.5.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - 3.5.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - 3.5.3.3. Schematic piping.
 - 3.5.3.4. Temperature control zoning.
- 3.5.4. Provide design criteria to include the intent base of design for the projects.
- 3.5.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

3.6. Electrical

- 3.6.1. Calculate overall approximate electrical loads.
- 3.6.2. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- 3.6.3. Show system(s) selected on drawings as follows:
 - 3.6.3.1. Single line drawing(s) showing major distribution system.
 - 3.6.3.2. Location and preliminary sizing of all major electrical systems and components including:
 - 3.6.3.2.1. Load centers.
 - 3.6.3.2.2. Main panels.
 - 3.6.3.2.3. Switch gear.
- 3.6.4. Provide design criteria to include the intent base of design for the projects.
- 3.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

3.7. Civil

- 3.7.1. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- 3.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- 3.7.3. Coordinate finish floor elevations with architectural site plan.

3.8. Landscape

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

3.9. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

3.10. Construction Cost Budget

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

3.10.1. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

3.10.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

3.10.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

3.10.3. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

3.10.4. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

3.10.5. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

3.10.6. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

3.11. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Schematic Design Phase.

3.12. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

3.12.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;

3.12.2. Two copies of meeting Reports/Minutes;

3.12.3. Two copies of Schematic Design Package with alternatives;

3.12.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule;

- 3.12.5. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

3.13. Presentation

- 3.13.1. Architect shall present and review with the District the detailed Schematic Design.
- 3.13.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

3.14. District Sign Off

- 3.14.1. Architect shall not begin Design Development Phase services until the District has approved of the Schematic Design Package in writing.

4. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

4.1. Architectural

- 4.1.1. Scaled, dimensioned floor plans with final room locations including all openings.
- 4.1.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- 4.1.3. Identification of all fixed equipment to be installed in contract.
- 4.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- 4.1.5. Preliminary development of details and large scale blow-ups.
- 4.1.6. Legend showing all symbols used on drawings.
- 4.1.7. Floor plans identifying all fixed and major movable equipment and furniture.
- 4.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- 4.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - 4.1.9.1. Light fixtures.
 - 4.1.9.2. Ceiling registers or diffusers.
 - 4.1.9.3. Access Panels.

4.2. Structural:

- 4.2.1. Structural drawing with all major members located and sized.
- 4.2.2. Establish final building and floor elevations.
- 4.2.3. Preliminary specifications.
- 4.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

4.3. Mechanical

- 4.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- 4.3.2. Major mechanical equipment should be scheduled indicating size and capacity.
- 4.3.3. Ductwork and piping should be substantially located and sized.
- 4.3.4. Devices in ceiling should be located.
- 4.3.5. Legend showing all symbols used on drawings.
- 4.3.6. More developed Outline Specifications indicating quality level and manufacture.
- 4.3.7. Control Systems to be identified.
- 4.3.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4.4. Electrical

- 4.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- 4.4.2. All major electrical equipment should be scheduled indicating size and capacity.
- 4.4.3. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 4.4.4. Legend showing all symbols used on drawings.
- 4.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.
- 4.4.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4.5. Civil

- 4.5.1. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- 4.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

4.6. Landscape

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

4.7. Bid Documents

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

4.8. Construction Cost Budget

- 4.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
- 4.8.2. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- 4.8.3. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 4.8.4. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 4.8.5. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

4.9. Deliverables and Numbers of Copies

- 4.9.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
- 4.9.2. Two copies of Specifications;
- 4.9.3. Two copies of revised Construction Cost Budget;

- 4.9.4. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

4.10. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Design Development Phase.

4.11. District Sign Off

Architect shall not begin Design Development Phase services until the has approved the Design Development floor plan in writing.

5. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

5.1. Construction Documents ("CD") 50% Stage:

5.1.1. General

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall verify, list and identify lead times and availability of all Project equipment, materials, supplies, and furnishings and ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings.

5.1.2. Architectural

5.1.2.1. Site plan developed to show building location, and major site elements.

5.1.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

5.1.2.3. Architectural details and large blow-ups started.

5.1.2.4. Well developed finish, door, and hardware schedules.

5.1.2.5. Fixed equipment details and identification started.

- 5.1.2.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- 5.1.3. Structural
 - 5.1.3.1. Structural floor plans and sections with detailing well advanced.
 - 5.1.3.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - 5.1.3.3. Completed cover sheet with general notes, symbols and legends.
- 5.1.4. Mechanical
 - 5.1.4.1. Mechanical calculations virtually completed with all piping and ductwork sized.
 - 5.1.4.2. Large scale mechanical details started.
 - 5.1.4.3. Mechanical schedule for equipment substantially developed.
 - 5.1.4.4. Complete design of Emergency Management System (“EMS”).
- 5.1.5. Electrical
 - 5.1.5.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
 - 5.1.5.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
 - 5.1.5.3. All electrical equipment schedules started.
 - 5.1.5.4. Special system components approximately located on plans.
 - 5.1.5.5. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 5.1.6. Civil
 - 5.1.6.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.
 - 5.1.6.2. Site utility plans started.
- 5.1.7. Landscape
 - All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.
- 5.1.8. Construction Cost Budget

- 5.1.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.
- 5.1.8.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 5.1.8.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 5.1.8.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

5.1.9. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- 5.1.9.1. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - 5.1.9.1.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
 - 5.1.9.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400
- 5.1.9.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- 5.1.9.3. Specifications shall be in CSI format.

5.1.10. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 5.1.10.1. Two copies of reproducible copies of working drawings;
- 5.1.10.2. Two copies of specifications;
- 5.1.10.3. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- 5.1.10.4. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the

previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

5.1.11. District Sign Off

Architect shall not begin Construction Documents – 100% / Completion Stage services until the District has approved the then current fixtures, equipment, and finishes prepared by Architect in writing.

5.2. Construction Documents – 100% / Completion Stage:

5.2.1. Architectural

5.2.1.1. Completed site plan.

5.2.1.2. Completed floor plans, elevations, and sections.

5.2.1.3. Architectural details and large blow-ups completed.

5.2.1.4. Finish, door, and hardware schedules completed, including all details.

5.2.1.5. Fixed equipment details and identification completed.

5.2.1.6. Reflected ceiling plans completed.

5.2.2. Structural

5.2.2.1. Structural floor plans and sections with detailing completed.

5.2.2.2. Structural calculations completed.

5.2.3. Mechanical

5.2.3.1. Large scale mechanical details complete.

5.2.3.2. Mechanical schedules for equipment completed.

5.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.

5.2.3.4. Complete energy conservation calculations and report.

5.2.4. Electrical

5.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

5.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

5.2.4.3. All electrical equipment schedules completed.

5.2.4.4. Special system components plans completed.

5.2.4.5. Electrical load calculations completed.

5.2.5. Civil

All site plans, site utilities, parking and roadway systems completed.

5.2.6. Construction Cost Budget

5.2.6.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Budget.

5.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.2.6.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.2.6.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

5.2.7. Specifications

5.2.7.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.2.7.2.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or

5.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

5.2.7.3. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.2.7.4. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

5.2.7.5. Coordination of the Specifications with specifications developed by other disciplines.

5.2.7.6. Specifications shall be in CSI format.

5.2.8. Constructability Review

The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

5.2.9. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.2.9.1. Two copies of reproducible copies of working drawings;

5.2.9.2. Two copies of specifications;

5.2.9.3. Two copies of engineering calculations;

5.2.9.4. Two copies of revised Construction Cost Budgets;

5.2.9.5. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.2.9.6. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date;

5.2.9.7. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

5.2.10. **District Sign Off**

Architect shall not begin Construction Documents (CD) Final Back-Check Stage services until the District approved of the final fixtures, equipment, and finishes prepared by Architect in writing.

5.3. **Construction Documents (CD) Final Back-Check Stage**

The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

5.3.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

5.3.2. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:

5.3.2.1. Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.

5.3.2.2. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

5.3.3. Architect shall update and refine the consultants' completed Construction Documents.

5.3.4. **District Sign Off**

Architects Construction Documents Phase services shall not be deemed complete until the District has approved the final Construction Documents in writing.

5.4. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Construction Document Phase.

6. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for District as follows:

6.1. Contact potential bidders and encourage their participation in the Project.

6.2. Coordinate the development of the bidding procedures and the construction contract documents with the District.

6.3. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.

6.4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.

6.5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.

6.6. Attend bid opening.

6.7. Coordinate with Consultants.

6.8. Respond to District questions and clarifications.

6.9. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 6.9.1. Two copies of meeting report/minutes from kick-off meeting;
- 6.9.2. Two copies of meeting report/minutes from pre-bid site walk;
- 6.9.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.

7. CONSTRUCTION ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District as follows:

- 7.1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

7.2. Change Orders

- 7.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.
- 7.2.2. The Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

7.3. Submittals

- 7.3.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- 7.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- 7.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.4. **RFIs.** During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect, unless the complexity of the RFI warrants a longer time period for review as reasonably agreed to by the District in writing in its sole discretion. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 7.6. **Rejection of Work.** The Architect shall have the authority, only after pre-approval of the District, to reject Project contractor(s)'s work that does not conform to the requirements of the construction contract documents. The Architect shall have the authority, upon its sole discretion, to reject Project contractor(s)'s work that presents an immediate risk of injury to persons.
- 7.7. **Quality Control/Punch List Process.** Architect shall evaluate during the Construction Administration and Closeout Phases the contractor(s)' execution and overall delivery of its work throughout the construction process shall use its best efforts to ensure the Project meets or exceeds the criteria as set forth in the Conforming Set. The Parties acknowledge that this process is not commissioning of the Project or the Project's system(s).
- 7.7.1. The Quality Control/Punch List ("QC"/"Punch") Process is a comprehensive and systematic process to verify that the building systems and assemblies are constructed and installed as designed to meet the District's requirements. Quality Control during the Construction Phase, the Closeout Phase, and all warranty periods shall achieve the following specific objectives:
- 7.7.1.1. Verify and document that assemblies and equipment are installed per manufacturer's recommendations, product minimum standards, and the design intent expressed in the Contract Documents.

- 7.7.1.2. Verify and document that the manufacturer(s) and designer(s) of assemblies, equipment, and systems have approved the full compliance, performance, and operation of all completed assemblies, equipment, and systems for that they manufactured and/or designed.
 - 7.7.1.3. Verify and document assembly, equipment, and system function.
 - 7.7.1.4. Verify the completeness of operations and maintenance materials.
 - 7.7.1.5. Assist the District so that the District's operating personnel receive all required training and are offered additional and supplemental training, on the operation and maintenance of building assemblies, equipment, and systems, all to be provided by the party responsible for providing that training.
 - 7.7.1.6. In addition to all incomplete items on its punch list, document items of known non-compliance in materials, installation or operation.
- 7.7.2. The QC/Punch Process does not reduce the responsibility of any designers or contractors to provide a finished and fully functioning product.
- 7.8. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 7.8.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Built" in electronic format back to the District.
- 7.9. **Record Drawings.** Only if requested specifically by the District, Architect shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Built, sketches, details, and clarifications. If a set of Record Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.
- 7.10. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 7.11. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.
- 7.12. **Contractor's Application for Payment.** Failure of Architect to perform the following tasks shall be a material breach of the Agreement.
 - 7.12.1. **Development of Payment Procedures.** In consultation with the District and the construction manager, the Architect shall assist in the development and implementation

of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Project contractor(s).

- 7.12.2. **Certification of Payment Due.** Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each application for progress payment. The Architect shall review and respond to applications for progress payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Project contractor(s) under the terms of the construction contract documents and applicable law, rule or regulation.
- 7.12.3. **Final Payment.** The Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. The Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.
- 7.12.4. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

7.13. **Deliverables and Number of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 7.13.1. Two copies of meeting report/minutes from kick-off meeting;
- 7.13.2. Two copies of observation reports;
- 7.13.3. Two copies of weekly meeting reports.

7.14. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

- 7.15. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("**DSA Request**"). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request ("**DSA Response**"), provided that in no event shall the Architect's DSA Response occur later than two (2) days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the District.

8. **CLOSEOUT PHASE**

- 8.1. As the Construction Administration Phase progresses, the Architect shall perform the following Closeout Phase services for the District as required:

- 8.1.1. Architect shall review the project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
- 8.1.2. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
- 8.1.3. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
- 8.1.4. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.
- 8.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).
- 8.1.6. Architect shall prepare a set of Record Drawings for the Project, as requested by the District.
- 8.1.7. Architect shall review a package of all warranty and O&M documentation prepared by Contractor and specifically identify any deficiencies.
- 8.1.8. Architect shall organize electronic files, plans and prepare a Project binder, or an equivalently organized electronic submission.
- 8.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
- 8.1.10. Architect shall coordinate and obtain DSA approval of the Project in a time period not to exceed twelve months from the date of the start of the Closeout Phase (see Exhibit C) or issuance of final payment release to the contractor(s); whichever is soonest.
- 8.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 8.3. **Deliverables and Number of Copies**
 - 8.3.1. Punch lists for each site;
 - 8.3.2. Upon completion of the Project, all related project documents, including As-Builts and Record Drawings (if requested by the District). These are the sole property of the District.
- 8.4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

9. MEETINGS / SITE VISITS / WORKSHOPS

- 9.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct and take minutes of all meetings

Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings. The approximate number of meetings below is an estimated requisite to adequately achieve the indicated meeting objective. THE EXACT NUMBER OF MEETINGS REQUIRED TO ACCOMPLISH THE MEETING OBJECTIVES WILL BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO THE ARCHITECT.

9.2. General Meeting, Site Visit and Workshop Requirements

- 9.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
- 9.2.2. Architect shall maintain documentation of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 9.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- 9.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

9.3. Meetings During Project Initiation Phase (Three (3) meeting(s))

- 9.3.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - 9.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
 - 9.3.1.2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
 - 9.3.1.3. During this meeting, the Architect shall:
 - 9.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - 9.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - 9.3.1.3.3. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

- 9.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

9.4. Initial Site Visits (Three (3) meeting (s))

- 9.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

9.5. Meetings During Architectural Program (Three (3) meeting (s))

- 9.5.1. Architect shall participate in two (2) public community information site meetings to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
- 9.5.2. Architect shall conduct one (1) site meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- 9.5.3. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

9.6. Meetings During Schematic Design Phase (Eight (8) meeting (s))

- 9.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. Architect shall conduct a meeting at least every two (2) weeks during this Phase with itself, all its Consultants required for that meeting, the District, and their designated representatives, until the District has indicated its acceptance with the Architect's Schematic Design. The District reserves the right to require attendance of specific Consultant(s). This workshop shall include the following:
 - 9.6.1.1. Architect shall designate its team member duties and responsibilities;
 - 9.6.1.2. Architect and District shall review District goals and expectations;
 - 9.6.1.3. District shall provide input and requirements;
 - 9.6.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget;
 - 9.6.1.5. Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
 - 9.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

- 9.6.2. Architect shall conduct approximately four (4) District-Architect Coordination meetings, one every 2 weeks, throughout the Schematic Design Process.
- 9.6.3. Architect shall conduct approximately four (4) Design Committee meetings throughout the Schematic Design Process.
- 9.7. **Meetings During Design Development Phase (Six (6) meeting (s))**
 - 9.7.1. At the time designated for completion of the Design Development package, Architect shall conduct four meetings with the District to review the following:
 - 9.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
 - 9.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget.
 - 9.7.2. **Value Engineering Workshop (Two (2) meeting (s))**

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.
- 9.8. **Meetings During Construction Documents Phase (Eight (8) meeting (s))**
 - 9.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meetings with the District to revise the Design Development package and receive comments.
 - 9.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:
 - 9.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.
 - 9.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget;
 - 9.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings with the District to review the following:
 - 9.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.
 - 9.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.
- 9.9. **Meetings During Bidding Phase (Three (3) meeting (s))**

- 9.9.1. Attend and take part in two meetings with all potential bidders, District staff, and Construction Manager.
- 9.9.2. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

9.10. Meetings During Construction Administration Phase

- 9.10.1. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project.
- 9.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work at each site.
- 9.10.3. Architect shall ensure that consultant(s) visit the site in conformance with their agreement.

9.11. Citizens' Bond Oversight Committee Meetings

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

9.12. Governing Board Meetings

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

EXHIBIT B

CRITERIA AND BILLING FOR EXTRA SERVICES

Architect shall bill hourly for any Extra Services, unless provided for otherwise herein, or unless an alternate payment structure is expressly requested in writing by the District. The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized in writing by the District in accordance with the Article "Payment for Extra Services or Changes" in the Agreement:

1. Making revisions in drawings, specifications, or other documents when such revisions are:
 - 1.1. Required to comply with direction from the District that is substantively different than approvals or instructions previously given by the District.
 - 1.2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.
 - 1.3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
 - 1.4. Required to provide services in connection with Change Orders and directive not the fault of the Architect.
2. Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
4. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).
5. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
6. Providing deliverables or other items in excess of the number indicated in **Exhibit A**. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit A**, so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor. This includes the cost and preparation of Record Drawings.
7. Providing services as directed by the District that are not part of the Services of this Agreement.
8. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

9. Providing training, adjusting, or balancing of systems and/or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
10. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal	\$195
Associate Principal	\$170
Project Manager	\$125-160
Specification Writer	\$175
Senior Architect	\$110-145
Senior Designer	\$110-135
Job Captain	\$100-115
Designer	\$80-125
Drafter/BIM Operator	\$75-100
Administrator	\$65-80

11. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed **five percent (5%)**.
12. Mileage to/from Project is **NOT** reimbursable as Extra Services.

EXHIBIT C

SCHEDULE OF WORK

1. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work within the Term as defined in the Agreement ("Schedule of Work"). The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
2. Architect shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.
3. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies.
4. All times to complete tasks set forth in this Exhibit are of the essence. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the District.

Design	October 22 - November 25, 2020
Construction Documents	November 26 - January 7, 2021
DSA Submittal	January 8, 2021
DSA Approval	February 18, 2021
Construction	June - August 2021

Note: The exact dates required to achieve the District's overall Project objective and completion are subject to the District's modification, but The Architect acknowledges that its Fee is based on the Architect performing the Services and not based on the length of time to perform those Services or for the design or construction of the Project.

EXHIBIT D

PAYMENT SCHEDULE

1. Compensation

- 1.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following (“Fee”):

Based on the OPSC Fee schedule as indicated here:

Design	\$20,580
Construction Documents	\$27,440
Bidding	\$3,430
<u>Contract Administration</u>	<u>\$17,150</u>
TOTAL	\$68,600

- 1.2. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit A.** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit B,** there shall be no payment for extra costs or expenses.
- 1.3. District shall pay Architect for all Services contracted for under this Agreement pursuant to the following schedule (“Payment Schedule”):

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Schematic Design Phase	10%
Design Development Phase	10%
Construction Documents Phase	35%
DSA Stamped Approval	5%
Bidding Phase	5%
Construction Administration Phase	30%
Closeout Phase	10%
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All O&M Documents	2%
Filing All DSA Required Closeout Documents	2%
Receiving DSA Closeout, including DSA approval of the final As-Built set of drawings	2%

2. **Method of Payment.** Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
- 2.1. If reasonably requested by District and, if reasonably requested, as a precondition of payment, Architect shall submit to District documentation showing proof that payments were made to Architect's consultant(s).
- 2.2. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
- 2.3. Upon receipt and approval of Architect's invoices, the District agrees to make payments within forty-five (45) days of receipt of the invoice as follows:
- 2.3.1. **Pre- Design/Architectural Program Development Phase:**
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

- 2.3.2. **For Schematic Design Phase:**
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.
- 2.3.3. **For Design Development Phase:**
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.
- 2.3.4. **For Construction Documents Phase:**
Monthly payments for percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.
- 2.3.5. **For Bidding Phase:**
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.
- 2.3.6. **For Construction Administration Phase:**
Monthly payments based on Architect's invoices pursuant to the following:
1. Monthly payments for the percentage of Services complete, up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's agreement that the Architect can generate a Punch List as part of the Closeout Phase.
- 2.3.7. **For Closeout:**
Individual payment(s) proportionate to the items completed within this Phase.

3. **Format and Content of Invoices**

- 3.1. Architect acknowledges that the District requires Architect's invoices for Basic Services must include explanations of the Services performed.
- 3.2. For invoices for Extra Services, a more detailed explanation, with specificity, is required. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable for invoices for Extra Services. The times indicated below are just placeholders:

Review/Respond RFI's, Const. Admin Mtgs., Review Shop Drawings, Field Sketches	5.5 hours
Prepare Construction Documents: floor plans, exterior elevations, consultant coordination.	7.5 hours
Master Budget update, Master Schedule Update, Board Presentation, Accounting coordination	6.5 hours

EXHIBIT E

INSURANCE REQUIREMENTS

Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

1. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits and shall be on an occurrence-based basis unless otherwise indicated:

- 1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 1.3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of one million dollars (\$1,000,000) per occurrence limit and two million dollars (\$2,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars (\$25,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. **This policy can be on a claims-made basis.**

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for those changes.

Furthermore, and to the coverage and limits specified herein shall be the greater of:

- 1.6. The minimum coverage and limits specified in this Agreement; or

- 1.7. The broader coverage and maximum limits of coverage, if any, of any existing insurance policy required of the Architect to be kept pursuant to this Agreement.
2. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:
 - 2.1. The District can accept the higher deductible; or
 - 2.2. The Architect's insurer shall reduce or eliminate the deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 3.1. The District, its trustees, officers, officials, employees, agents and volunteers ("Additional Insureds") are to be covered as additional insureds as respects to liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Architect shall ensure that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage limits/requirements shall also be available to the Additional Insureds.
 - 3.2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
 - 3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 - 3.4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 3.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. At the option of the District, the Architect shall be the party required to provide the District this notice in lieu of the Architect's insurance provider.
4. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:
 - 4.1. The District can accept the lower rating;
 - 4.2. Require the Architect to procure insurance from another insurer.
5. **Verification of Coverage:** Architect shall furnish the District with:
 - 5.1. Certificates of insurance showing maintenance of the required insurance coverage;

- 5.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

EXHIBIT F
DSA FORM PR 13-01

PROCEDURE: CONSTRUCTION OVERSIGHT PROCESS

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

PURPOSE: California Code of Regulations (CCR), Title 24, Part 1, Chapter 4, Article 1 (Sections 4-211 through 4-220) and Group 1, Articles 5 and 6 (Sections 4-331 through 4-344) provide regulations governing the construction process for projects under the jurisdiction of the Division of the State Architect (DSA).

This Procedure provides the required, prescribed method for compliance with applicable sections of the above regulations related to communication and documentation of the status of construction inspections and material testing.

See *Section 5* for information on applicability of this procedure to your existing project.

BACKGROUND: Successful construction inspections and material testing are critical to the delivery of code compliant projects. Communication and documentation of these inspections and tests are necessary to enable involved parties to understand the status of those inspections and tests, so that conditions not compliant with the DSA-approved construction documents are identified in a timely manner and not covered up by subsequent construction activities.

DEFINITIONS: The following definitions apply to terms used in this document:

Architect/Engineer – An abbreviated use of the term design professional in general responsible charge.

Contract – A written agreement for facility construction, alteration, repair or other construction activities regulated by DSA.

Contractor – A company or individual that contracts for or is otherwise responsible for the construction of the project or portions of the project.

DSA-Approved Construction Documents – Portions of plans, specifications, *DSA-103: List of Structural Tests and Special Instructions*, addenda, deferred submittals, revisions, and construction change documents (CCDs) duly approved by DSA that contain information related to and affecting structural safety, fire/life safety, and accessibility (refer to *IR A-6: Construction Change Document Submittal and Approval Process* for additional information about CCDs). While all portions of the construction documents may contain a DSA identification stamp, this stamp is not the approval. Approval by DSA is indicated by a letter to the school district. This letter clarifies that the approval is limited to structural safety, fire/life safety and accessibility.

The DSA approval letter states: *“Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural, and fire and life safety ... and ... certifies that the drawings and specifications are in compliance with State regulations for the reasonable accommodation of the disabled.”*

Design Professional In General Responsible Charge – The architect or engineer in general

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responsible charge of the project, as listed on Line 21 or 23 of form *DSA 1: Application for Approval of Plans and Specifications and Instructions*.

Non-Building Site Structures – Structures that are required to resist loads imposed by gravity, wind, seismic, earth or other external forces and are not enclosed by walls and a roof (examples include: shade structures not enclosed by walls, bleachers, ball walls, trash enclosures, dugouts, tanks, equipment, fences, retaining walls, ramps, stairs, cell towers, light poles, etc.).

The term “Non-Building Site Structures” is used only to clarify the types of site structures that are relevant when issuing form *DSA 152: Project Inspector Card* for site work. These types of structures are school buildings as defined in the California Administrative Code Title 24, Part 1.

Other Responsible Design Professionals – Architects or engineers with delegated responsibility for portions of the project as listed on Lines 24a, 24b, 24c or 24d of form *DSA 1* and Line 1.0 of *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings* (when applicable), such as architects, structural engineers, mechanical engineers, electrical engineers and the geotechnical engineer of record.

Permanent Modular – Permanent buildings or structures built in a fabrication plant off-site not intended for relocation, constructed of modular units that do not have an integral floor, and are mounted on a permanent foundation such as modular school buildings or elevator towers.

Permanent buildings include enclosed structures for the purpose of housing students and teachers, such as classrooms, assembly buildings, administrative buildings, etc.

Project Inspector – An inspector who is employed by the school district, certified by DSA and specifically approved by DSA and applicable project design professionals to provide competent, adequate and continuous construction inspections for the project.

Relocatable Building – Buildings as defined in Title 24, Part 1, Section 4-314 which are built in a fabrication plant off-site.

APPLICABLE DSA FORMS:

- DSA 1
- DSA 1-MR.
- *DSA 5-AI: Assistant Inspector Qualification and Approval.*
- *DSA 5-PI: Project Inspector Qualification and Approval.*
- *DSA 5-IPi: In-Plant Project Inspector Qualification and Approval.*
- *DSA 5-SI: Special Inspector Qualification and Approval.*
- *DSA 6-AE: Architect/Engineer Verified Report.*
- *DSA 6-C: Contractor Verified Report.*
- *DSA 6-PI: Project Inspector Verified Report.*
- *DSA 102-IC: Construction Start Notice/Inspection Card Request.*
- DSA-103
- *DSA 108: Change in Delegation of Responsibility.*
- *DSA 109: Transfer of Responsibility: Geotechnical Engineer.*

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- *DSA 119: Project Inspector Performance Review.*
- *DSA 130: Certificate of Compliance–Accepted Folding and Telescopic Seating Fabricator.*
- *DSA 135: Field Trip Note (internal form).*
- *DSA 151: Project Inspector Notifications.*
- *DSA 152*
- *DSA 152-IPI: In-Plant Inspector Inspection Card/Verified Report.*
- *DSA 153: Inspection Card Building Identifier (internal form).*
- *DSA 154: Notice of Deviations / Resolution of Deviations.*
- *DSA 155: Project Inspector Semi-Monthly Report.*
- *DSA 156: Commencement/Completion of Work Notification.*
- *DSA 168: Statement of Final Actual Project Cost.*
- *DSA 180: Project Inspector Performance Record.*
- *DSA 211: Attachment for Additional Comments/Information.*
- *DSA 291: Laboratory of Record Verified Report.*
- *DSA 292: Special Inspectors Employed Directly by the District Verified Report.*
- *DSA 293: Geotechnical Verified Report.*

REQUIREMENTS FOR REPORTING STATUS OF COMPLIANT CONSTRUCTION: For every project there shall be a project inspector who shall have personal knowledge as defined in Title 24, Part 1, Section 4-336(a) of all work on the project.

All construction is required to be completed in compliance with the project construction documents. The construction documents are required to be in compliance with the California Building Codes in effect at the time the original plans and specifications are submitted to DSA. DSA reviews and approves the submitted plans, specifications and other construction documents for compliance with codes regulating structural safety, fire/life safety and accessibility. Other portions of the plans that do not contain content about or that affect structural safety, fire/life safety and accessibility are not reviewed by DSA and the responsibility for determining code compliance of those portions is the sole responsibility of the design professionals.

In order to distinguish between the portions of the plans that DSA reviews and approves and other portions of the plans, the term DSA-approved construction documents is used for the portions of the plans that are duly approved by DSA, contain information related to and affecting structural safety, fire/life safety, and accessibility. However, all work shown in the project construction documents must be inspected by the project inspector.

The California Administrative Code Section 4-333(b)3 specifically states that “no work shall be carried on except under the inspection of an inspector approved by DSA.” All construction is required to be completed in compliance with the project construction documents which include both the “DSA-approved construction documents” portions and the portions containing all the other work.

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The California Administrative Code requires the project inspector to make certain reports pertaining to the status of construction compliance. To fulfill this requirement, the project inspector shall use the following:

- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- *DSA 6-PI*
- Project Inspector Job File.

1. REQUIREMENTS FOR USE OF PROJECT INSPECTION CARD (FORMS DSA 152 AND DSA 152-IPI): The Project Inspection Card (form DSA 152) is considered to be an interim verified report by the project inspector. The DSA 152-IPI is considered to be the final verified report for the in-plant fabrication of permanent modular or relocatable buildings (see *Section 1.7*). The project inspector signs off the applicable blocks and sections on the form as the work progresses. The project inspector is required to complete the form in compliance with this procedure document and reference the Instructional Notes on the second page of form DSA 152 and the *DSA 152 Manual – A Guide for Completing the Project Inspector Card* (DSA 152 Manual). When signing off the blocks and sections of the form, the project inspector is verifying all of the following:

- Identified areas are determined to be in compliance with the DSA-approved construction documents.
- Required structural/material and fire/life safety testing and inspections are complete.
- Required documentation has been received by the project inspector.

Note: For small/fast projects, interim verified reports from the design professionals, geotechnical engineer, Laboratory of Record, and special inspectors are not mandatory if the requirements listed in DSA Policy *PL 14-01: Inspection Card Use for Small/Fast Projects* are met prior to commencing construction.

1.1 Request for issuance of forms DSA 152 and DSA 152-IPI: Form *DSA 102-IC: Construction Start Notice/Inspection Card* Request is used to request the issuance of Project Inspection Cards. After project approval, a DSA 5-PI, DSA 5-IPI (when applicable) must be submitted to and approved by DSA prior to the DSA 102-IC submission. Under circumstances agreed to by DSA prior to project approval, the DSA 5-PI, DSA 5-IPI (when applicable) and DSA 102-IC may be submitted simultaneously and DSA will attempt to expedite the issuance of the DSA 152 and DSA 152-IPI. Once the DSA 5-PI, DSA 5-IPI (when applicable) is approved, DSA (Document Controller) will fill in the “DSA 5-PI Approval Date” (or, when applicable, “DSA 5-IPI Approval Date”) in Section 3 of the DSA 102-IC and upload it to DSABox. The request is electronically submitted to DSA (See *Section 4* of this procedure for information on electronic submittal) and consists of providing the following required information:

- Identifying the DSA-approved project inspector.
- Contractor firm name and delivery method.
- Specified construction contract information.

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- Project scope (DSA will use this information to determine the quantity of inspection cards needed for the project).
- Contact information for electronic communication by listing project collaborators.

1.2 Issuance of form DSA 152 and DSA 152-IPI: Project Inspection Cards (DSA 152 and DSA 152-IPI) are issued electronically by upload to [DSAbbox](#) by DSA per *Section 1.16* of this procedure.

1.3 Quantity of DSA 152 and DSA 152-IPI forms required for projects: The number of Project Inspection Cards issued varies by project type. In general, though there are exceptions for siting or relocation of permanent modular or relocatable buildings (discussed later) and small scope projects of a certain type (described later), one Project Inspection Card (form DSA 152) is required for each separate building and one for the site work (which includes non-building site structures). The number of Project Inspection Cards and building identifiers should match the information specified in form DSA 153: Inspection Card Building Identifier, which is completed by DSA plan review staff during the back check and provided to the design professional upon project plan approval.

For in-plant construction of permanent modular or relocatable buildings, one Project Inspection Card (DSA 152-IPI) is required for each separate building.

For the siting or relocation of permanent modular or relocatable buildings 2,160 square feet or less, only one Project Inspection Card (DSA 152) is required encompassing all the buildings, and one Project Inspection Card (DSA 152) is required for the site work (which includes non-building site structures).

The following small scope type projects require only one Project Inspection Card for all buildings on a campus rather than one Project Inspection Card per building:

- Fire Alarm Only Projects.
- Hardware Replacement Only Projects.
- Security Camera Only Projects.
- Low Voltage (Communication) Only Projects.

The following is not an exhaustive list of possibilities, but examples of the various project types and the resulting quantity of DSA 152 and DSA 152-IPI forms (**Note:** unless specified otherwise, all references to forms in the examples are to DSA 152 forms):

1.3.1 Project scope is site work only (includes non-building site structures, if any):

- One form is required.

1.3.2 Project scope is new buildings:

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.

Example: Construction of three new buildings requires a total of four forms.

1.3.3 Project scope is alterations/additions to existing buildings:

- One form for the site work (includes non-building site structures, if any).
- One form for each separate existing building being altered or changed.

Example: Alterations to two existing buildings requires a total of three forms.

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1.3.4 Project scope is alterations to existing buildings and no site work is required (such as mechanical/electrical only projects):

- One form for each separate existing building being altered or changed.

Example: Alterations to two existing buildings requires a total of two forms.

1.3.5 Project scope is new buildings and alterations/additions to existing buildings:

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.
- One form for each separate existing building being altered or changed.

Example: Construction of three new buildings and alterations to two existing buildings requires a total of six forms.

1.3.6 Project scope is placing existing relocatable buildings (max. 2160 square feet) on a site:

- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the relocatable buildings being placed on the site.

Example: Placing of three existing relocatable buildings on a site requires a total of two forms.

1.3.7 Project scope is constructing new permanent modular or relocatable buildings (max. 2160 square feet) and placing them on a site:

- One DSA 152-IPI form for each separate building for the in-plant construction.
- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the permanent modular or relocatable buildings being placed on the site.

Example: Construction and placing of two new permanent modular or relocatable buildings requires a total of four forms: two DSA 152 forms and two DSA 152-IPI forms.

1.3.8 Project scope is constructing new relocatable buildings for stockpile:

- One DSA 152-IPI form for each separate building for the in-plant.

Example: Construction of three new relocatable buildings for stockpile requires a total of three DSA 152-IPI forms.

1.4 Project Inspection Card numbers: Project Inspection Card numbers are issued by DSA staff. For each project, the issued inspection card numbers will be consecutive starting with the number 01 (01, 02, 03....) for all buildings. The Project Inspection Card number for site work (includes non-building site structures) will be “#SW.” Inspection card numbers for in-plant construction of permanent modular or relocatable buildings will use form DSA 152-IPI and be consecutive starting with the number 01, followed by the letters “IP” (01IP, 02IP, 03IP, etc.). Projects having the small scope defined in Section 1.3 on the inspection card under “Building Number” will indicate “All ___ Buildings” with the number of buildings inserted in the blank.

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1.5 Project posting of forms DSA 152 and DSA 152-IPI: The project inspector and in-plant inspector shall post the forms in his/her job file and shall electronically post the forms (See *Section 4* for information on electronic submittal/posting). The information in the forms shall always be current. Each time the form is updated, a new electronic posting is required such that the electronically posted form is always kept current. In addition, the project inspector shall:

- Immediately, upon request, make the form available for review by any parties involved in the construction.
- Include a current copy of the forms (DSA 152) any time he/she submits a Verified Report (form DSA 6-PI).
- Upon request, provide a current copy of the forms to DSA, the school district/state agency, or the design professional in general responsible charge.

1.6 Project inspector termination and transfer of the form DSA 152 and DSA 152-IPI: If the project inspector or in-plant inspector is, for any reason, terminated prior to the completion of the project, then he/she must personally provide the original DSA 152 and DSA 152-IPI forms to the assuming DSA-approved project inspector or in-plant inspector, respectively, or to DSA and provide a copy to the school district. Use form DSA 211 to identify status of inspections completed up to the termination date if the space in the DSA 6-PI or DSA 152-IPI is insufficient to note such. Forms located in DSABox that are current at the time of termination satisfy these requirements.

1.7 Permanent Modular and Relocatable buildings: The design professional in responsible charge shall delegate the responsibility for design and preparation of plans and specifications, observation of in-plant manufacturing, and on-site placement of the permanent modular or relocatable buildings. The individual delegated such responsibility may sub-delegate the responsibility for observation of in-plant and/or on-site construction as indicated on form DSA 1-MR. ←

1.7.1 In-Plant Construction: In-plant inspectors shall use the DSA 152-IPI as described in *Section 1.5*. Unlike the DSA 152, interim verified reports from the design professionals are not required for the in-plant inspector to sign off the DSA 152-IPI. However, the in-plant project inspector and the design professional delegated or sub-delegated the responsibility for observation of in-plant construction shall sign in the appropriate location on the DSA 152-IPI prior to the permanent modular or relocatable building leaving the plant. A stop work order may apply if this is not done (see *IR A-13: Stop Work and Order to Comply* for additional information).

Building modules may be shipped to the project site in phases prior to construction of all modules of a building. For each phase, the DSA 152-IPI shall list the serial numbers of the modules constructed, be signed by the delegated design professional, and be attached to those modules being shipped. The final DSA 152-IPI shall denote that all modules have been constructed, be affixed to the last module being shipped to the site, and be uploaded to the DSABox by the in-plant inspector. The site inspector shall verify receipt of the final DSA 152-IPI prior to installation of the last module.

If the in-plant inspector does not perform welding special inspection, the Laboratory of Record or independently hired welding special inspector shall provide verified reports, either form *DSA 291: Laboratory of Record Verified Report* or *DSA 292: Special Inspectors Employed Directly by the District Verified Report* depending on the welding special inspector's employment relationship with the Laboratory of Record (see *Section 1.10* and *1.11* for additional information). In this situation,

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verified reports for testing of materials and special inspection of the welding are required for the in-plant inspector to complete the appropriate block on the DSA 152-IPI. These verified reports shall be submitted electronically to DSA as described in *Section 4*.

- 1.7.2 Transfer of forms:** For construction of new permanent modular or relocatable buildings for a specific project (not stockpile), the DSA 152-IPI, DSA 291, and DSA 292 (when applicable) for the superstructure must be attached to the inside of the building either performed by or attachment verified by the in-plant project inspector prior to the permanent modular or relocatable building leaving the plant. The on-site project inspector must verify these forms are present when the buildings are delivered to the site.

For the first-time installation of permanent modular or relocatable buildings, the design professional delegated or sub-delegated the responsibility for on-site construction observation shall complete a DSA 6-AE at applicable times defined in this procedure and submit it to DSA and the on-site project inspector.

1.8 Duties of the project inspector and in-plant inspector related to the use of forms DSA 152 and DSA 152-IPI, respectively, are as follows:

Note: For in-plant construction, the in-plant inspector shall follow the duties described below for project inspectors and substitute form DSA 152-IPI for form DSA 152.

- Act under the direction of the architect/engineer.
- Ensure the project is issued the correct quantity of Project Inspection Cards (form DSA 152). The project inspector is required to be in possession of the form(s) DSA 152 prior to commencement of construction. Title 24, Part 1, Section 4-342(b).5.A requires the project inspector to notify DSA when construction work on the project is started. Entering the "Card Start Date" on the form DSA 152 and submitting the form DSA 151 are required for compliance with that code section. Lack of compliance may cause DSA to issue a "Stop Work Order" on the project (see IR A-13 for additional information).
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge (or DSAbox, when the electronic back check process is used per DSA Procedure *PR 16-01: Electronic Back Check for Plan Review Projects*) prior to the commencement of construction.
- Meet with the school district, design professionals, and contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Meet with the Laboratory of Record and any independently contracted special inspectors and technicians to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project. In cooperation with the Laboratory of Record, develop a schedule of required structural/material and fire/life-safety tests and special inspections based on the construction schedule.

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- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically by using form DSA 154, if construction commences without DSA 152 forms in the possession of the project inspector (see *Section 4* for information on electronic submittal).
 - For permanent modular or relocatable buildings, the school site project inspector must receive a properly completed DSA 152-IPI prior to such buildings being placed in their final location.
- Provide personal, competent, adequate and continuous construction inspections of all aspects of the construction work.
- Monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Use the information found in the *DSA 152 Manual* to ensure necessary tests and inspections are completed and that necessary documents are in the job file prior to approving (signing off) each applicable block and section of each form DSA 152. Make requests to appropriate individuals for interim verified reports when such reports are required.
- Sign off applicable blocks and sections of the DSA 152 forms when:
 - The completed work is in compliance with the DSA-approved construction documents.
 - All necessary structural/material and fire/life safety testing and inspections are complete.
 - Any deviations from the DSA-approved construction documents are resolved.
 - Any DSA Field Trip Notes issues are resolved.
 - All necessary documents are received by the project inspector.

If any block or section is not applicable to the construction the inspector shall enter "NA" for the date and provide initials.

Until the project inspector has signed off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents (see *Section 1.17* for information about incremental work).

- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically, if applicable blocks/sections of form DSA 152 have not been signed off and the contractor proceeds with subsequent construction activities that cover up the unapproved work. For electronic notifications, use form DSA 151 (see *Section 1.17* for information about incremental work).

EXCEPTION: Projects with concrete cast-in-place deep foundations may have construction occurring in multiple blocks and sections prior to sign-off due to the nature of soil inspections for such. For example, verification of concrete or grout volumes to ensure no significant soil caving has occurred is part of the geotechnical engineer's soil inspections for these types of foundations. In such cases, the project inspector does NOT need to notify the DSA Regional Office

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with construction oversight authority for the project that the contractor is proceeding with activities that cover up unapproved work, provided the following:

- The geotechnical engineer is on-site during boring/drilling and concrete placement.
- The geotechnical engineer has not identified any other soil issues specifically associated with the deep foundation hole or surrounding area which could impact the structural stability of the hole or foundation.
- If the project inspector is, for any reason, terminated prior to the completion of the project, refer to *Section 1.6*.

1.9 Duties of the Laboratory of Record related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, in-plant inspector (when applicable), design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed. Coordinate with the project inspector to develop a schedule, based on the construction schedule, to complete the testing and special inspection program.
- Provide material testing as identified in the DSA-approved construction documents.
- Submit test reports to the project inspector within one work day of the day the tests were performed for any tests performed on-site.
- Submit material test reports in a timely manner such that construction is not delayed and not to exceed seven calendar days from the date the material tests were performed. Test reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the test reports may be submitted electronically as identified in *Section 4* of this procedure.
- Immediately submit reports of material tests not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- The engineering manager shall submit an interim Laboratory of Record Verified Report (form DSA 291) and the geotechnical engineer shall submit an interim Geotechnical Verified Report (form DSA 293) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- Within 14 days of the completion of the material testing/special inspection program.

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- Work on the project is suspended for a period of more than one month.
- The services of the Laboratory of Record are terminated for any reason prior to completion of the project.
- DSA requests a verified report. (See interim verified reports below. This is a “DSA request.”)
- The engineering manager shall submit an interim verified report (form DSA 291) and the geotechnical engineer shall submit form DSA 293 as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the project inspection card, if that section required material testing. (Interim verified reports are not required for the DSA 152-IPI unless the Laboratory of Record employs welding special inspectors for in-plant special inspection; see *Section 1.7* for verified report requirements.) The sections are:
 1. Initial Site Work and Foundation Prep.
 2. Vertical and Horizontal Framing.
 3. Appurtenances.
 4. Finish Site Work and Other Work.

1.10 Duties of Special Inspectors, employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the supervision of the engineering manager for the Laboratory of Record.
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.
- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the architect, structural engineer, and the school district. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- The engineering manager for the Laboratory of Record shall submit verified report form DSA 291 as prescribed in *Section 4*. Unlike special inspectors independently

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contracting directly with the school district, the verified report form DSA 292 is not required since the form DSA 291 covers special inspections made by laboratory employed special inspectors.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
- Work on the project is suspended for a period of more than one month.
- The services of the special inspector are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a *DSA request*).
- The engineering manager for the Laboratory of Record shall submit an interim verified report (form DSA 291) as prescribed in Section 4 for each of the applicable sections of the form DSA 152, prior to signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IPI unless another special inspector, employed by the Laboratory of Record or independently and directly with the school board, performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
 1. Initial Site Work and Foundation Prep.
 2. Vertical and Horizontal Framing.
 3. Appurtenances.
 4. Finish Site Work and Other Work.

1.11 Duties of Special Inspectors, not employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, Laboratory of Record, the design professionals, and the contractors as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the direction of the design professional in general responsible charge, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.

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- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- Submit form DSA 292: Special Inspectors Employed Directly by the District Verified Report as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
 - Work on the project is suspended for a period of more than one month.
 - The services of the special inspector are terminated for any reason prior to completion of the project.
 - DSA requests a verified report (see interim verified reports below; this is a “DSA request”).
- Special inspectors who contract directly with the school district are to submit an interim Special Inspectors Employed Directly by the District Verified Report (form DSA 292) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IP unless the independent special inspector performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
 1. Initial Site Work and Foundation Prep.
 2. Vertical and Horizontal Framing.
 3. Appurtenances.
 4. Finish Site Work and Other Work.

1.12 Duties of the Architect/Engineer related to the use of forms DSA 152 and DSA 152-IP are as follows:

- Responsible to the school board and to DSA to see that the completed work conforms in every material respect to the DSA-approved construction documents.
- Ensure the project inspector, in-plant inspector (when applicable), and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI, DSA 5-IP (when applicable) and DSA 5-SI (for independently contracting special inspector(s)) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152 or DSA 152-IP.
- Provide a copy of all the DSA-approved construction documents to the project

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inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction.

- Provide a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) to the project inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction. Upload a copy of the approved List of Required Structural Tests and Special Inspections (form DSA-103) to the applicable A/E folder in DSAbbox in accordance with *Section 4* of this procedure.
- Provide general direction of the work of the project inspector and in-plant inspector (when applicable).
- Issue specific instructions to the testing facility and the special inspectors prior to start of construction.
- Direct and monitor the work of special inspectors who are not provided by the Laboratory of Record, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection reports as not conforming to the DSA-approved construction documents. Facilitate resolution of deviation notices as needed in association with such non-conforming aspects.
- Respond to DSA Field Trip Notes (form DSA 135 or comparable) as necessary, especially those items identified with a time frame for response in order to avoid potential covering up of deviated work and/or a stop work order.
- Provide observation of the construction. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and DSA 1-MR, when applicable), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction.
- Administer CCDs as prescribed in IR A-6.
- The architect or engineer, as identified above, is required to submit Architect/Engineer Verified Reports (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction of permanent modular or relocatable buildings) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a

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DSA request).

- The architect or engineer shall submit an interim Architect/Engineer Verified Report (form DSA 6-AE) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152 prior to the project inspector signing off that section of the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
 1. Initial Site Work and Foundation Prep.
 2. Vertical and Horizontal Framing.
 3. Appurtenances.
 4. Finish Site Work and Other Work.

1.13 Duties of the design professionals delegated responsibility related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- Responsible to the school board and to DSA to see that the completed work for which they are delegated responsibility conforms in every material respect to the DSA-approved construction documents.
- For the architect or engineer delegated responsibility for observation of fabrication of modular or relocatable buildings in Section 1.0 or, when sub-delegated, Section 1.1 of the DSA 1-MR, ensure the in-plant inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-IPI and DSA 5-SI (for independently contracting special inspector[s]) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152-IPI.
- Provide observation of the construction. All architects and engineers having delegated responsibility are also responsible for observations of the applicable portions of the work as delegated on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR) (if there are any changes to such delegated individuals after project approval, use form DSA 108 to indicate such changes). As such, they shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction. The geotechnical engineer is included in this required duty for scope related to geotechnical engineering.
- For the architect or engineer delegated responsibility for observation of in-plant construction of permanent modular or relocatable buildings, the term “personal contact” shall mean periodic visits to manufacturing plants of reasonable frequency to provide general observation and verify quality assurance of construction practices, and project-specific knowledge obtained from the reporting of inspectors and special inspectors on the progress of the work, testing of materials, inspection, and superintendence of the work in accordance with the DSA-approved construction documents. Reports may include photos and digital images. The exercise of reasonable diligence to obtain the facts is required.
- Submit an Architect/Engineer Verified Report (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction observation of permanent modular or relocatable buildings; see *Section 1.7* for additional information) as prescribed in *Section 4*.

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The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a “DSA request”).
- The Design Professional in General Responsible Charge shall submit an Interim Architect/Engineer Verified Report (form DSA 6-AE), signed by all architects and engineers having delegated responsibility for construction observation as prescribed in *Section 4*. Such a report is required for each of the sections of the form DSA 152 applicable to the areas of delegated responsibility, prior to the project inspector signing that section off on the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
 1. Initial Site Work and Foundation Prep.
 2. Vertical and Horizontal Framing.
 3. Appurtenances.
 4. Finish Site Work and Other Work.

1.14 Duties of contractor related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- The contractor shall carefully study the DSA-approved documents and shall plan a schedule of operations well ahead of time.
- If at any time it is discovered that work is being done which is not in accordance with the DSA-approved construction documents, the contractor shall correct the work immediately.
- Verify that DSA 152 and, when applicable, DSA 152-IPI forms were issued for the project prior to the commencement of construction.
- Meet with the design team, the Laboratory of Record and the project inspector to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Notify the project inspector and, when applicable, in-plant inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed-upon written documents, to the project inspector.
- Notify the project inspector and, when applicable, the in-plant inspector, of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed-upon written documents) to the project inspector.
- Consider the relationship of the signed-off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the project inspector has signed

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off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents.

- Submit the final verified report. All prime contractors are required to submit final Contractor Verified Reports (form DSA 6-C) as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the contractor are terminated for any reason prior to the completion of the project.
- DSA requests a verified report.

1.15 Duties of the school district related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- Provide for competent, adequate and continuous construction inspections and material testing for the project by employing an appropriate DSA certified and approved project inspector, in-plant inspector (when applicable), and Laboratory of Record.
- Contractually provide for and ensure that the design team is fulfilling their code required duty to observe the construction by making periodic visits of reasonable frequency. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architects and engineers or their qualified representatives to observe the construction. For permanent modular or relocatable buildings, the architect or engineer delegated responsibility for observation of in-plant construction, personal contact shall mean visits to manufacturing plants of sufficient frequency to provide quality assurance of construction and in-plant structural/material and fire/life safety testing and inspection in accordance with the DSA-approved construction documents.
- Ensure that the project inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI (DSA 5-AI for assistant inspectors; DSA 5-IPI for in-plant inspectors) and DSA 5-SI to and obtaining approval from DSA prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).
- Ensure the Laboratory of Record is DSA-accepted and employed by the school district prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).

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- Ensure that the Project Inspection Cards (DSA 152 and, when applicable, DSA 152-IPI forms) are issued prior to commencement of construction.
- Submit Statement of Final Actual Project Cost (form DSA 168) to DSA when the project is substantially complete.

1.16 Duties of DSA related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- Evaluate the submitted form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) to determine if the proposed project inspector and, when applicable, the in-plant inspector are qualified for the project.
- Upon determining the proposed project inspector and, when applicable, in-plant inspector and/or special inspector is qualified for the project, approve and return the form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) within five working days of receipt.
- Upon receipt of a completed form DSA 102-IC and approval of the DSA 5-PI and DSA 5-IPI (when applicable), determine the necessary quantities of Project Inspection Cards (DSA 152 and DSA 152-IPI forms), assign the Project Inspection Card numbers and issue the cards within five working days.
- Upload forms DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable), DSA 102-IC, DSA 152 and DSA 152-IPI to DSAbbox.
- Hold all involved parties accountable for compliance with their required duties.
- Supervise and review the performance of the project inspector (includes review of the project inspector's job file and use of form DSA 119 and, at project completion, use of form DSA 180).
- Make site visits as necessary. Record pertinent items to document the site visit and communicate to the project inspector, in-plant inspector, design professionals, special inspectors, Laboratory of Record, and school district using form DSA 135.
- Issue Orders to Comply or Stop Work Orders, in compliance with DSA IR A-13, if required, and as appropriate to achieve compliance with the DSA-approved construction documents and applicable codes (this includes DSA procedure PR 13-01 since the procedure implements the relevant sections of the CCR, Title 24, Part 1).

1.17 Use of form DSA 152 for parts of the construction that require multiple

increments: Some construction requires incremental work to make a complete system. An example is a large foundation system that may be placed incrementally over a period of time. In this example, framing may be starting in one area (where the foundation is in place) while foundation work is still occurring in another area of the same building. The expectation of DSA for these occurrences is:

- The Project Inspection Card applicable blocks and sections are signed off by the project inspector at the completion of the system, not during the construction of the increments.
- Until the system is complete, the project inspector, architect/engineers and contractors mutually agree on a system to keep track of compliant construction. One such system (using the above example) may be that a copy of the foundation plan is marked up showing areas of compliance. The applicable blocks and sections of the inspection card are then signed off once all areas of the foundation are complete, are determined to be in compliance with the DSA-approved construction documents, the

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required structural/material and fire/life safety testing and inspections are complete, and the required documentation has been received by the project inspector.

- 1.18 Executive Summary of Form DSA 152:** See Appendix A for a summary of typical construction components and systems that are associated with each section/block of the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency.

2. REQUIREMENTS FOR THE USE OF FORMS DSA 151, DSA 154, DSA 155, AND DSA 6-PI: **Note:** For in-plant construction, the in-plant inspector shall follow the requirements described below for project inspectors.

2.1 Requirements for use of form DSA 151: Project Inspector Notifications:

- The project inspector must make certain notifications to DSA. These include start of work, minimum 48 hours' notice prior to completion of foundation trenches, minimum 48 hours' notice prior to first concrete placement or significant concrete placement, and when work is suspended for more than one month.
- If there is an incorrect number or missing DSA 152 or DSA 152-IPI cards, the project inspector shall notify DSA using the form DSA 151.
- The report shall be made on form DSA 151 and submitted to DSA. Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notification shall be kept in the project inspector's job file.

2.2 Requirements for use of form DSA 154: Notice of Deviations/Resolution of Deviations:

- When the project inspector identifies deviations from the DSA-approved construction documents the inspector must verbally notify the contractor. If the deviations are not corrected within a reasonable time frame or the contractor has covered up non-inspected or noncompliant work, the inspector is required to promptly issue a written notice of deviation to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- When the noticed deviations are corrected, the inspector is required to promptly issue a written notice of resolution to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- Deviations include both construction deviations and material deficiencies.
- The written notice of deviations shall be made using form DSA 154 and submitted to DSA (do not sign Section 3 of the form for deviation notifications). Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- The notice of resolution of deviations shall be made using the original form DSA 154 that reported the deviations and be submitted to DSA (complete and sign Section 3 of the form for resolution of deviations). Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notice shall be kept in the project inspector's job file.

2.3 Requirements for use of form DSA 155: Project Inspector Semi-Monthly Report:

- The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The Project Inspector Semi-Monthly Report must be submitted to the design professional in general responsible charge, project

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structural engineer, DSA, and the school district.

- The report must be made on form DSA 155 and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each report shall be kept in the project inspector's job file.

2.4 Requirements for use of Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI for in-plant inspectors):

- The project inspector shall submit Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI) directly to DSA, the design professional in general responsible charge and the school district upon any of the following events occurring:
 - Work on the project is suspended for a period of more than one month.
 - The services of the inspector are terminated for any reason prior to completion of the project and such termination is not a result of work stoppage.
 - At the time of occupancy of any building, or portion of a building, involved in the project prior to completion of the entire DSA-approved scope of work. This reporting requirement applies to buildings that are newly constructed or rehabilitated as part of the project. A sketch drawing or written description shall be submitted to DSA, along with the DSA 6-PI, in order to identify the building(s) or portion thereof where occupancy has occurred.
 - The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete, in accordance with the DSA-approved construction documents, so that the owner can occupy or utilize the project as determined by the project owner and design professional in general responsible charge.
 - DSA requests a verified report. The Project Inspection Card, form DSA 152; DSA 152-IPI, is considered a project inspector's verified report *as requested by DSA* and as such the applicable blocks and sections shall be kept updated as construction progresses.

Note: Each project may require filing of multiple reports. For example, the code requires filing a verified report for buildings that become occupied prior to completion of the entire scope. The same project will also require a final verified report upon completion of the entire project scope.

- The verified reports shall be made using forms DSA 6-PI and DSA 152 / DSA 152-IPI as appropriate, and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each verified report shall be kept in the project inspector's job file.

3. REQUIREMENTS FOR PROJECT INSPECTOR JOB FILE: Refer to *IR A-8: Project Inspector and Assistant Inspector Duties and Performance* for a thorough discussion about requirements for the project inspector's job file.

Note: The in-plant inspector shall also follow the requirements described in IR A-8 for the project inspector's job file and substitute DSA 152-IPI for DSA 152.)

4. ELECTRONIC SUBMITTAL OF DOCUMENTS TO DSA: Wherever in this procedure it indicates to submit a document to DSA, the document shall be submitted using the method indicated below.

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- 4.1 Submittal of all forms DSA 5 and DSA 102-IC:** These two forms shall be sent by email to the DSA Regional Office with the construction oversight authority for the project.

Email addresses for submittals are:

- DSA Oakland: oakfielddocs@dgs.ca.gov
- DSA Sacramento: sacfielddocs@dgs.ca.gov
- DSA Los Angeles: lafielddocs@dgs.ca.gov
- DSA San Diego: sdfielddocs@dgs.ca.gov

- 4.2 Submittal of all other forms and documents:** Submittals shall be uploaded to DSAbbox. For DSAbbox instructions see [DSAbbox External Library](#). All documents submitted to DSAbbox shall be in PDF format. The naming convention specified in *Section 1.4* of the DSAbbox External Users Training Module shall be used when uploading documents to DSAbbox. Any document(s) incorrectly uploaded or named will be deleted and a notification with a deadline for the corrected submittal will be sent to the appropriate responsible individual(s). If the corrected document(s) is not uploaded by the notification specified deadline, it may result in an uncertified project and identification of the responsible individual(s) and missing document(s) noted on the DSA 301-P posted for public viewing in [DSA Certification Box](#).

Note: Once a DSA 301-P is issued, there will no longer be access to upload documents to DSAbbox; instead, documents must be uploaded to DSA Certification Box (see DSA Procedure *PR 13-02: Project Certification Process* for additional information).

- 4.2.1 Documents required to be uploaded to DSAbbox by the Project Inspector include:** **Note:** The in-plant inspector for permanent modular or relocatable buildings will submit the same documents described below but replace DSA 152 with DSA 152-IPI.

- DSA 6-PI
- DSA 130
- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- DSA 156

- 4.2.2 Documents required to be uploaded to DSAbbox by the Laboratory include:**

- DSA 291
- DSA 293
- DSA 109
- Test and inspection reports (Nonconforming and, when requested by DSA, conforming per Section 1.9 of this Procedure).

- 4.2.3 Documents required to be uploaded to DSAbbox by the Architect/Engineer in General Responsible Charge include:**

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- DSA 6-AE
- DSA-103
- *DSA 140: Application for Approval of Construction Change Document – CCD Category A/B.*

4.2.4 Documents required to be uploaded to DSABox by Contractors include:

- DSA 6-C

4.2.5 Documents required to be uploaded to DSABox by the School District/Owner include:

- DSA 108
- DSA 168

4.2.5.1 Documents required to be uploaded to DSABox by Special Inspectors not in the employ of the Laboratory of Record include:

- DSA 292.
- Special Inspector test and inspection reports (Nonconforming).

4.2.5.2 Documents required to be uploaded to DSABox by Geotechnical Engineers not in the employ of the Laboratory of Record include:

- DSA 293
- Special Inspector test and inspection reports (Nonconforming).

5. APPLICABILITY OF PROCEDURE PR 13-01:

5.1 Projects with Construction Started on or after June 1, 2013: This procedure is applicable and must be implemented at the start of construction.

5.2 Projects with Construction Started before June 1, 2013, but not complete:

In order to allow for transition, the following portions of this procedure shall be implemented as noted below. Required reporting and submittal of documents shall continue to be done in the manner currently employed on the project:

5.2.1 Form DSA 151: Project Inspector Notifications:

The project inspector shall comply with the requirements of this procedure for all notifications to DSA for affected work starting after July 1, 2013.

5.2.2 Form DSA 154: Notice of Deviations/Resolution of Deviations:

The project inspector shall comply with the requirements of this procedure for all deviations occurring after July 1, 2013, and for all unresolved project deviations.

5.2.3 Form DSA 155: Project Inspector Semi-Monthly Report:

The project inspector shall comply with the requirements of this procedure for all semi-monthly reports issued after July 1, 2013.

5.2.4 Form DSA 6-PI: Project Inspector Verified Report:

The project inspector shall comply with the requirements of this procedure effective June 1, 2013.

5.2.5 Project Inspector Job File:

The project inspector's job file shall comply with the requirements of IR A-8.

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A DSA Procedure documents a process or series of steps that DSA staff and/or external stakeholders must complete in order to fulfill one or more administrative requirements of DSA's review and approval of plans and specifications and construction oversight programs.

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APPENDIX

Executive Summary of DSA 152 Project Inspection Card: The following provides a summary of typical construction components and systems that are associated with each section/block in the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency. Refer to the *DSA 152 Manual* for additional detailed inspection and documentation requirements.

SECTION 1 – INITIAL SITE WORK AND FOUNDATION PREP:**Block 1 – Mass Grading**

- Rough Grading of Overall Site
- Cuts/Fills
- Soil Remediation
- Soil Stabilization
- Soil Nails, Tie Backs, Rock/Soil Anchors
- Horizontal/Vertical Controls

Block 2 – Building Pad

- Soil Preparation Specific to Support of Structures
- Building Pad
- Soil Remediation
- Soil Densification
- Stone Columns

Block 3 – Drainage Devices

- Storm Water Collection/Distribution systems
- On-Site Retention Systems
- Foundation Drain systems
- Retaining Wall Drain Systems

Block 4 – Utilities (Rough-in)

- FLS Utilities/Systems
- MEP Utilities/Systems
- MEP Vaults
- Thrust Blocks

Block 5 – Excavations

- Foundation Systems
- Driven Piles

Block 6 – Forms

- Formwork
- FLS Systems
- MEP Systems
- Waterproofing/Vapor Barriers

Block 7 – Steel Reinforcing

- Reinforcing (bars, tendons, etc.)
- Embeds

SECTION 2 - VERTICAL AND HORIZONTAL FRAMING:**Block 8 – Foundation Concrete**

- Verify Foundation Is Compliant (concrete 28 day strength, etc.)

Blocks 9 - 12 – Concrete, Masonry,**Wood, Steel**

- Walls
- Columns
- Frames

Blocks 13-15 – Concrete, Wood, Steel

- Floors
- Roofs

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SECTION 3 – APPURTENANCES:

Block 16 – Ceilings

- Ceilings
- Soffits
- Suspended Baffles

Block 18 – Rated Assemblies

- Walls
- Shafts
- Floors
- Roofs
- Ceilings
- Doors
- Fire Doors
- Windows
- Penetrations
- Dampers
- Fire-Proofing

Block 20 – Automatic Fire Suppression Systems

- Sprinklers
- Chemical
- Deluge
- Water Curtains
- Extinguishers
- Support/Bracing/Anchorage of AFSS

Block 22 – MEP (FLS)

- MEP Fire Suppression Systems (smoke and fire dampers)
- Kitchen Hoods
- Laboratory Hoods
- Dust Collection Systems
- Smoke Control Systems

Block 17 – Exterior Cladding

- Storefront/Window Walls
- Veneer
- Precast Concrete Panels
- Wall Finishes (stucco/plaster/wood/aluminum/etc.)
- Manufactured Systems (EFIS, GRFC, etc.)

Block 19 – Fire Alarms:

- Fire/Smoke Alarm System (includes support, anchorage, bracing, etc.)

Block 21 – MEP (Structural)

Support/Bracing/Anchorage for:

- MEP
- Equipment
- HVAC System
- Ducts
- Electrical
- Pendant Lights
- Transformers
- Switch Gears
- IDF/MDF/etc.
- Pipes
- Tanks

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SECTION 4 – FINISH SITE WORK AND OTHER WORK:

Block 23 – Fine Grading

- Finish Grades
- Grading for Accessible POT System
- Grading for Run-off (drainage)

Block 24 – Flatwork

Accessible Path of Travel Systems such as:

- Stairs
- Ramps
- Walks
- Gates

Block 25 – Parking

- Drop-off
- Accessible parking
- Striping
- Signage
- Truncated Domes

Block 26 – Fire Lane

- Fire Lane

Block 27 – Other Work Structural

Support/Bracing/Anchorage for:

- Theater Systems (stage rigging, catwalks, speaker, lighting, curtains, etc.)
- Non-bearing partitions
- Operable partitions
- Casework
- Stairs
- Elevators
- Weather Protection

Block 28 – Other Work Fire Life Safety

- Egress Components
- Doors
- Gates
- Emergency Lighting
- Building Signage
- Site Signage
- Elevators
- Hazardous Materials

Block 29 – Other Work Accessibility

- Building Signage
- Site Signage
- Drinking Fountains
- Accessible POT Systems
- Stairs
- Ramps
- Walks
- Doors
- Gates
- Elevator
- Specialty Areas (restrooms, kitchens, casework, etc.)

EXHIBIT G
DSA FORM IR-A6

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Disciplines: All	History:	Revised 11/27/18	Revised 11/21/12	Revised 11/15/06
		Revised 12/16/16	Revised in its entirety 11/01/12	Issued 09/01/99
		Revised 07/08/14	Revised 11/16/09	
		Revised 02/14/14	Revised 09/18/07	

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

PURPOSE: This Interpretation of Regulation (IR) provides clarification of specific Code requirements relating to construction changes that must be submitted to DSA and defines the construction change document process.

DEFINITIONS: The following definitions apply to terms used in this document:

Approved Construction Documents – The Structural, Access or Fire & Life Safety related portions of the plans, specifications, addenda, deferred approvals, revisions, and construction change documents duly approved by DSA.

Change – Revisions, deletions, additions, and substitutions to approved construction documents.

Change Order – A document defining construction changes that result in changes to the contract.

Clarification – A statement from the architect or engineer in general responsible charge of the project that clarifies (but does not change) the requirements of the approved construction documents.

Contract – A written agreement for construction, alteration, repair or other construction activities associated with facilities regulated by DSA.

Construction Change – Changes to the approved construction documents after a contract for the work has been awarded.

Construction Change Document (CCD) – The documentation of construction changes.

Design Professional in General Responsible Charge – The architect or engineer in general responsible charge of the project as listed on Line 23 of form *DSA 1: Application for Approval of Plans and Specifications*.

Drawing – An illustration on paper or electronic medium.

Field Change Document (FCD) – A document defining construction changes but, unlike change orders, does not require approval of the school board nor an accounting of construction cost changes.

Interpretation – A statement from the architect or engineer in general responsible charge of the project that interprets (but does not change) the requirements of the approved construction documents.

Responsible Design Professional – The architect or engineer in general responsible charge of the project, as listed on Line 23 of form DSA 1, or architects or engineers with delegated responsibility for portions of the project as listed on Line 24a-24d or 25 of form DSA 1.

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

1. SUBMITTAL REQUIREMENTS FOR CONSTRUCTION CHANGES: After a contract for the work has been let, changes to the approved construction documents shall be made by means of a CCD.

It is the responsibility of the design professional in general responsible charge to determine if changes affect the Structural, Access or Fire & Life Safety portions of the project. (See Section 4 below about the statement on the verified report.)

The design professional in general responsible charge shall prepare the CCD and is responsible for code and process compliance.

The following define requirements for submittal of a CCD to DSA.

1.1 Changes to or affecting the Structural, Access Compliance or Fire & Life Safety portions of the project:

- These changes shall be classified as **CCD Category A**.
- A CCD Category A is required to be submitted to and approved by DSA prior to commencement of the affected work.
- A CCD Category A must be submitted to DSA using form *DSA 140: Application for Approval of Construction Change Document - CCD Category A/B* depicted in Appendix A of this IR and available on the DSA forms page. Submittal process requirements are defined in Section 2 of this IR and must be followed.

1.2 Changes NOT affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project:

- These changes shall be classified as **CCD Category B**.
- CCD Category B are not required to be submitted to DSA unless specifically required, in writing, by DSA. However, a design professional, at their discretion, may choose to submit a CCD Category B. (Refer to Section 3 for fees charged.)
- If DSA requires any CCD Category B to be submitted, then they shall be submitted to DSA, similar to CCD A, using form DSA 140.
- If DSA requires a CCD Category B to be submitted, then DSA will review for concurrence that it does not contain changes to or affect the Structural, Access or Fire & Life Safety portions of the project. If necessary, and at its sole discretion, DSA will reassign the CCD to Category A.
- If DSA concurs the document is a category B document, an approval stamp will be applied to the document.

1.3 Change Orders: Change Orders are not required to be submitted to DSA. The CCD process replaces the need to submit Change Orders (except as noted in Section 7).

Changes to the construction cost are reported to DSA using *form DSA 168: Statement of Final Actual Project Cost* at the conclusion of the project.

2. SUBMITTAL PROCESS: Submittal of CCDs must conform to the following requirements:

- 2.1** Must be submitted by the design professional in general responsible charge.
- 2.2** Must be submitted to DSA using form DSA 140.
- 2.3** Each CCD submittal must use a separate DSA CCD form.
- 2.4** The DSA CCD form must be filled out completely, including identification of the CCD

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Category A or B, leaving no fields blank. For Category B CCDs, indicate whether the submission is voluntary or DSA required. When DSA provides written direction compelling submission of a CCD Category B, attach a copy of the DSA written notification compelling submission.

2.5 Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.

- If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.
- If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.

2.6 Proposed changes must be described clearly and completely.

2.8 All drawings, and, when applicable, the first page or index of specifications and calculations associated with the proposed change must be stamped, signed, and indicate date of signing by the responsible design professional as an attachment to form DSA 140.

2.9 Reference to the specific portions of the drawings or specifications that are being changed must be included.

2.10 Changes to any testing or inspection requirements associated with the proposed change must be clearly described with a revised form DSA 103: List of Structural Tests and Special Inspections.

2.11 Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.

2.12 When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:

- Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
- Each change shall be clouded and identified on the drawing.
- All drawings must be re-stamped and re-signed by the responsible design professional. The date of signing shall be provided.

2.13 CCD Submittal to DSA

2.13.A Projects submitted to DSA prior to October 1, 2018: DSA Box or Bluebeam studio may be utilized for CCD submittals as directed by the DSA Regional Office. If [DSABox](#) is utilized for CCD submittals, each CCD shall be submitted as a single document and include form DSA 140 as the first page. In some cases, large size drawings associated with CCDs may need to be submitted as a hard copy to the appropriate DSA regional office. The design professional should contact the DSA regional office to determine file size limitations and submittal guidelines, and review DSABox instructions in the [DSABox External Library, Module 2.13](#). If Bluebeam studio is utilized for CCD submittals, see *DSA PR18-04: Electronic Plan Review for Design Professionals of Record* for submittal procedures.

2.13.B Projects submitted to DSA on or after October 1, 2018: Bluebeam Studio will be utilized for CCD submittals. See DSA PR18-04 for submittal procedures

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**3. REVIEW AND APPROVAL/CONCURRENCE BY DSA:**

- DSA will charge fees in accordance with IR A-30 for all Category A CCDs submitted to DSA for approval. Category B CCDs voluntarily submitted by the design professional to DSA will be charged fees for review and concurrence. Category B CCDs required by a DSA representative to be submitted will not cause charged fees if DSA concurs the CCD is Category B.

3.1 CCD Category A:

- DSA reviews CCD Category A for minimum compliance with the codes regulating the Structural, Access and Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. DSA will return the document for corrections with a form DSA 140 attached indicating the status of the review and update eTracker accordingly. After corrections are made then the CCD is re-submitted (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

3.2 CCD Category B:

- DSA reviews CCD Category B to provide concurrence that the changes do not affect the Structural, Access or Fire & Life Safety portions of the project.
- DSA approval of CCD Category B is not approval for code compliance, but is concurrence that the documents do not change the Structural, Access and/or Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. After corrections are made, then the CCD is re-submitted using CCD Category A form DSA 140 (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR. The remaining review process will follow that for CCD Category A described in Section 3.1 of this IR.
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

4. DUTIES OF DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

4.1 Distribution of CCD Category A Documents: The design professional in general responsible charge shall provide the contractor and project inspector with DSA approved CCD Category A prior to commencement of work shown thereon.

4.2 CCD Category A Statement in Final Verified Report: The final verified report (form DSA 6-AE) from the design professional in general responsible charge must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA. The intent for all projects is that this final verified report be dated after the approval of those CCDs.

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

5. DUTIES OF THE PROJECT INSPECTOR WITH RESPECT TO CCDs: The project inspector shall follow the CCD Category A record-keeping and monitoring requirements, issuing deviation notices when appropriate, as specified in IR A-8: Project Inspector and Assistant Inspector Duties and Performance.

6. MONITORING OF CHANGES BY DSA: If DSA determines that changes to the plans or specifications appear to require DSA approval (changes affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project), DSA shall notify the design professional in responsible charge and require the changes to be submitted for review and approval by DSA or require evidence the changes are CCD Category B.

7. TRANSITION: The following provides direction for submittal of construction change documents (Change Orders, (Field Change Document) FCDs or CCDs) for projects in various stages of completion of construction. All projects for which construction commences on or after January 2, 2013 are required to use the CCD process described in this IR.

7.1 Projects for which, prior to November 1, 2012, construction is essentially complete, having been issued a DSA 90-day letter or “closed uncertified” by DSA: Projects in this category may have an issue of “unresolved change orders” or “unresolved FCDs.” The status of these could be:

- Change orders or FCDs have been submitted to DSA and are pending review or unapproved.
- Change orders or FCDs have not been submitted to DSA.

To resolve this issue, use the following options:

Change Orders:

Option #1: Submit/resubmit the change orders and obtain DSA approval. The cost information in the change order need not be included.

Option #2: If any or all of the “unresolved change orders” are changes that do not affect the Structural Safety, Access Compliance, or Fire & Life Safety components or portions of the project, then, in lieu of the change orders, form DSA 310: Alternate Certification Statement of Content for Change Orders, Addenda and Revisions may be submitted. The specific change orders must be listed, by number, on the form.

FCDs:

Option #1: If the FCD has been previously submitted to DSA, then resubmit the FCD and obtain DSA approval.

Option #2: For changes that affect the Structural Safety, Access Compliance, or Fire & Life Safety portions of the project, but have not resulted in a change order, and have not been previously submitted as an FCD, then submit as a CCD Type A.

7.2 Projects for which construction commenced prior to January 2, 2013 and do not fall into the category defined in Section 7.1:

- For change orders or FCDs that have been submitted to DSA, see options listed in section 7.1.
- From November 1, 2012 to January 1, 2013: If previously unsubmitted change orders or FCDs are submitted, DSA staff will assign them as CCD Category A, assign the change order/FCD number as the CCD number, and process them accordingly.

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

- On or after January 2, 2013: the CCD process must be followed for all new, previously unsubmitted construction changes. If previously unsubmitted change orders or FCDs are submitted, DSA staff will return them as rejected, not approved and require them to be resubmitted as CCD.

REFERENCES:

California Code of Regulations (CCR) Title 24
Part1: California Administrative Code, Sections 4-215, 4-233, 4-338 and 4-341
California Health and Safety Code, Sections 16011, 16013 and 16015
California Education Code, Sections 17280 and 81130

This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at www.dgs.ca.gov/dsa/publications at the time of project application submittal to DSA are considered applicable.

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix A - Sample CCD Category A



140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

APPLICANT

CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #: <u>04</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (<u>2</u> pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>
Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.	
Signature: <u>R. Hanks</u> DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	

CHECK THIS BOX: ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Change bolts to lags on detail 7/S5.

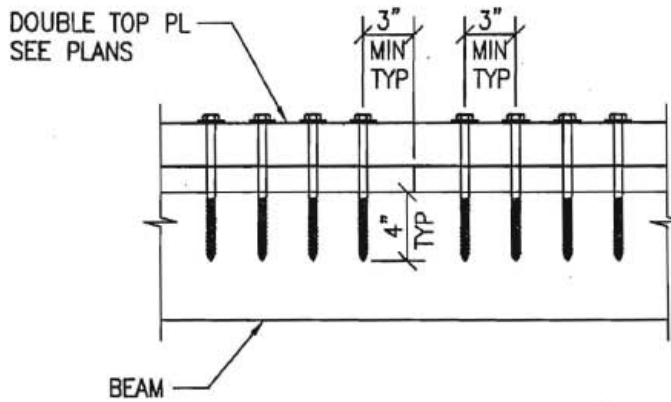
List of DSA approved drawings affected by this CCD: Sheet S5, detail 7.

DSA USE ONLY		DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd	For business office use only Date Sent _____ Return By _____ Delivery Method _____	
FLS _____ Date _____ Approved / Disapproved / Not Req'd		
ACS _____ Date _____ Approved / Disapproved / Not Req'd		
Remarks _____		

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix A - Sample CCD Category A (continued)

CCD 5 ATT # 1 OF 2




SCHEDULE	
TYPE	SCREWS
TYPE A	16-5/8"Ø LAG
TYPE B	24-5/8"Ø LAG

NOTE:

1. LOCATE SCREWS AT CENTER LINE OF TOP PLATE.
2. SPLIT TOTAL NUMBER OF SCREWS EACH SIDE OF SPLICE.
3. FOR INFO NOT SHOWN SEE 7
S-5

ALTERNATE TO DETAIL 7
S-5 CL-1

SHEET # 1 OF 1

	Project Name:	BEST SCHOOL
	DSA Application #:	04-11919X
	CCD Number:	05
	Date:	5/5/15

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix A - Sample CCD Category A (continued)

PROJECT: NEW SCHOOL
 DSA #: 04-119119X
 CCD #: 05
 DATE: 5/5/15

CCD 5 SHT #2 of 2
 (CALC SHT #1)

CHANGE DETAIL 7/55 FROM BOLTS TO LAG

FROM 7/55 $\frac{3}{4}$ " ϕ BOLTS 2X TO 4X
 VAL = 1.2K

CHANGE TO $\frac{5}{8}$ " ϕ LAG (1 1/2" SIDE MEMBER)
 VAL = .92K

USE 2- $\frac{5}{8}$ " ϕ LAG TO REPLACE 1- $\frac{3}{4}$ " ϕ BOLT
 SPACE $4d = 4 \times \frac{5}{8} = 2\frac{1}{2}$ " \rightarrow USE 3 MIN.

FROM 7/55 TWO TYPES OF SPICES.

TYPE A USES 8- $\frac{3}{4}$ " ϕ BOLTS
 REPLACE W/ 16- $\frac{5}{8}$ " ϕ LAG.

TYPE B USES 12- $\frac{3}{4}$ " ϕ BOLTS
 REPLACE W/ 24- $\frac{5}{8}$ " ϕ LAG.



CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix B - Sample CCD Category B



140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

APPLICANT

CCD Cat. <input type="checkbox"/> A / <input checked="" type="checkbox"/> B, # <u>05</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (<u>1</u> pages)
For CCD Cat. B, this is a <input checked="" type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: R. Hanks
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Add painted word "SCHOOL" five feet south of existing "CROSSING" sign, centered on northbound lane of Main St. on west side of school site. Use paint specified for roadway symbols.

List of DSA approved drawings affected by this CCD: Sheet AS1, detail S3.

DSA USE ONLY	DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd FLS _____ Date _____ Approved / Disapproved / Not Req'd ACS _____ Date _____ Approved / Disapproved / Not Req'd Remarks _____ _____ _____	For business office use only Date Sent _____ Return By _____ Delivery Method _____

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix B - Sample CCD Category B (continued)

CCD 0 SHEET # 1 OF 1

19.3'

10'

SHEET # 1 OF 1

	Project Name:	BEST School
	DSA Application #:	04-119119X
	CCD Number:	06
	Date:	5/5/15

EXHIBIT H
DSA FORM 3

PROJECT SUBMITTAL CHECKLIST

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

GENERAL REQUIREMENT

Projects submitted to DSA must include 100% complete Construction Documents, finalized, completely detailed, coordinated across all disciplines and ready for construction.

PURPOSE

The DSA 3 submittal checklist is a guide for submitting complete documents to provide for a thorough, comprehensive and efficient plan review process by DSA. It addresses Forms, Fees, Construction Documents and Supporting Documents required by plan reviewers. As outlined in procedure *PR 17-03: Project Submittal Appointment Process*, submittals that are found to be incomplete will be rejected and required to register for a new submittal date.

INSTRUCTIONS

The DSA 3 submittal checklist is to be completed by the design professional responsible for the quality control and coordination review of the Construction Documents. All fields should be filled with either an "X" indicating required items included in the submittal or "N/A" indicating items not applicable to the scope of work.

It is recommended that the DSA 3 checklist be reviewed by the design professional at the time the project is registered to allow adequate time to verify that all applicable items have been completed and coordinated prior to submittal. Any questions related to the applicability of a listed item to the specific project scope should be clarified with DSA intake staff at the time the project is registered and progress drawings are uploaded to DSA Box.

PART 1 – APPLICATION FORMS

ENTER X OR N/A

1. A completed form *DSA 1: Application for Approval of Plans and Specifications*. ☐
Note: Design Professionals listed must match those listed on the Title Sheet of the plans.
2. A completed form *DSA 3: Project Submittal Checklist*..... ☐
3. A completed form *DSA 1-INC: Definition of Scope Increments*. Applicable to projects requesting incremental plan review. See *IR A-11: Incremental Submittals*. ☐
4. A completed form *DSA 1-DEL: Delegation of Responsibility*. Applicable to projects involving delegation of responsibilities of plans and specifications, and construction observation which are not easily described on the form *DSA 1*. ☐
5. A completed form *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings*. Applicable to projects manufacturing permanent modular or relocatable buildings. See bulletin *BU 16-01: Delegation of Authority for Modular and Relocatable Buildings – FAQs*). ☐
6. A completed form *DSA 1-RUH: Request for Finding of Unreasonable Hardship*. Applicable to alteration, addition or repair projects seeking relief from full compliance with path of travel requirements. ☐
7. A completed form *DSA 1-AMM: Request for Alternate Design Materials and Methods of Construction*. Applicable to projects requesting approval of alternates to achieve code compliance. See procedure *PR 18-01*. ☐

PROJECT SUBMITTAL CHECKLIST**PART 2 – APPLICATION FEES****ENTER X OR N/A**

1. Project Submittals

Structural, Fire & Life Safety and Access Compliance plan review fees as required. ☐

Required fees may be combined on a single check or warrant made out to “Division of the State Architect” (Note: Not all projects require review by all three disciplines. Indicate plan review services required on the *DSA 1* form). Fees are based on estimated value of construction. Use the *Plan/Field Review Fee Calculator* within Tracker to determine amount due at submittal.)

2. Pre-Check Submittals (PC)

a. Structural, Fire & Life Safety and Access Compliance plan review fees ☐

Plan review fees are charged on an hourly basis. A \$6,000 deposit check or warrant made out to “Division of the State Architect” is due at submittal. Final fee to be calculated and invoiced based on actual plan review hours

b. CALGreen/Energy Code plan review fee ☐

A separate deposit check is required for CALGreen/Energy Code plan review for PC submittals for permanent modular or relocatable buildings. See procedure *PR 07-01: Pre-Check Approval*).

- \$2,500 deposit for two or more climate zones
- \$1,500 deposit for one climate zone
- \$500 deposit for unconditioned building (e.g. restroom building)

PART 3 – CONSTRUCTION DOCUMENTS**ENTER X OR N/A****A. GENERAL REQUIREMENTS FOR DRAWINGS AND SPECIFICATIONS**1. 100% complete Construction Drawings and Specifications, cross-referenced and coordinated among all disciplines..... ☐a. Bid alternates identified, when applicable..... ☐b. DSA approved Pre-Checked (PC) drawings to be included in drawing set for projects incorporating PC designs. ☐c. Electronic Plan Review submittal prepared in accordance with the drawing and specification format/file requirements in procedure *PR 18-04: Electronic Plan Review for Design Professionals of Record*. ☐d. Over-The-Counter (OTC) Plan Review submittal prepared in accordance with policy *PL 07-02: Over-the-Counter Review of Projects Using Pre-Check Approved Designs*. (1) set required for plan review mark-ups; (1) set for corrections and approval. ☐e. For the submittal of new, revised or renewed pre-check (PC) applications see procedures *PR 07-01: Pre-check Approval* and *PR 18-04: Electronic Plan Review for Design Professionals of Record*. Submittal is required to be in electronic format. All conditioned or unconditioned PC buildings require DSA CALGreen/Energy review. ☐2. A completed form *DSA 103: List of Material Testing and Special Inspection*..... ☐3. A completed form *DSA 810: Fire & Life Safety Site Conditions Submittal* when required per the DSA 810 instructions. (Incorporate on fire access site plan, with local fire authority sign off for proposed alternates for applicable projects.) ☐

PROJECT SUBMITTAL CHECKLIST**B. TITLE SHEET**

1. A complete Code Analysis. For each building indicate use, occupancy classification, allowable area, allowable building height, construction type, mixed ratio and area increase justifications. (Provide separate code analysis sheet, if necessary.) ☐
2. Index of all sheets ☐
3. Complete scope of work description ☐
4. On incremental submittals, identify all increments and their respective scope of work. (A Title Sheet is required for each incremental submittal.) ☐
5. Project directory including contact information for owner, architect and consultants. ☐
6. List of required governing codes, adopted standards and inspector classifications. ☐
7. List of deferred submittals. (See guideline *GL-3: Structural Plan Review* for list of items eligible for deferred submittal.) ☐

C. SITE AND / OR CIVIL PLANS AND DETAILS

1. Comprehensive campus site plan and enlarged site plans for areas of work. (Identify if the site is located within a Wildland Urban Interface area. Label all incremental work if applicable.) ☐
2. Identified each building and include name, use, occupancy, construction type and whether or not it's equipped with fire sprinkler system. ☐
3. DSA application number(s) for each existing structure and facility within the scope of work identified. See *IR A-20: New Projects Associated with Existing Uncertified Projects*. Note that issues preventing the certification of existing structures and facilities will need to be resolved before plans altering those structures and facilities are approved. ☐
4. Path of travel improvements which include an accessible route from the area of work to each of the following elements with improvements to current code: public transportation stops, public way, accessible parking, accessible passenger loading zones, administration building, and accessible restroom(s) serving area of work. See procedure *PR 15-01: Required Information for Path of Travel Upgrades on Construction Documents*. ☐
5. Accessible parking spaces identified and detailed within scope. ☐
6. Parking ratio calculations for each parking lot, within or impacted by the scope of work. ☐
7. Location of proposed electric vehicle charging stations, if provided. ☐
8. Sidewalk and roadway delineated, with widths and surface materials identified within scope. ☐
9. Path of exit discharge to public way or to identified area(s) of safe dispersal. ☐
10. All fencing and gates shown, indicating required exit gates, panic hardware and widths. ☐

D. DEMOLITION PLANS

1. Area of demolition and location of adjacent structures indicated on site plan. ☐
2. Detailed demolition plan for partial demolitions with note on plan stating that no demolition shall begin until plans including the demolition work have been approved by DSA ☐

PROJECT SUBMITTAL CHECKLIST**E. FLOOR PLANS**

1. Floor plans demonstrating access compliance, including restrooms, elevators, wheelchair lifts, stairs, ramps, door clearances, door swings, doors with panic hardware, casework, fixed furniture, equipment and all other required accessibility features. ☐
2. Enlarged floor plans of restrooms, elevators, stairs, ramps, lifts and specialty areas such as science labs, kitchens, auditoriums, etc. ☐
3. Distance of travel from elevator location to top and bottom nosing of all stairways demonstrated to be less than 200 feet. ☐
4. Accessible egress systems identified and detailed. ☐
5. Room and occupied area labels, indicating use and total occupants. Load factor used for occupant load calculations identified (net or gross). ☐
6. Net or gross floor area totals for each room or occupant area indicated. ☐
7. An exit analysis provided, indicating exit widths and cumulative loads at exits, including exit discharge paths and widths. ☐
8. Fire-resistance-rated walls and smoke barriers identified and cross referenced to partition schedules and details. Wall types, wall function, assemblies and assembly design number references noted. ☐
9. A detailed bleacher seating layout, identifying accessible seating and remaining floor area occupant load calculations (required in initial submittal even for projects where bleachers are identified as a deferred submittal). ☐
10. Way-finding and signage plans with legends and/or schedules cross-referenced to details. ☐
11. Dedicated egress provided within a new addition, unless the existing adjacent structure providing egress is of equal or greater live load and lateral load design criteria than the new addition (per *Part 1, Title 24, Section 4-306*). ☐

F. ARCHITECTURAL DETAILS, ELEVATIONS, SECTIONS, ROOF PLANS AND REFLECTED CEILING PLANS

1. Detailed interior elevations, exterior elevations, and sections including dimensions. Show roofing types and connections to structure. Show ceiling types and support and bracing details. ☐
2. Interior and exterior wall framing and details, including locations of drift joints in exterior wall framing as applicable. ☐
3. Fire-resistance-rated horizontal assemblies, ceilings and floors identified and detailed. ☐
4. Door openings and wall penetrations located and detailed. ☐
5. Skylight locations and sizes shown and detailed. ☐
6. Door, hardware, windows and finish schedules cross referenced to details. Note panic hardware, fire doors, doors with security hardware, and any fire-resistance-rated and tempered glazing/window assemblies. ☐
7. Signage schedules, cross referenced to details of room identification and way-finding signage. ☐
8. Casework and fixed furniture identified, including elevations, details, anchorage and required accessibility clearances and features. ☐
9. Soffits and other architectural projections identified and detailed. ☐

PROJECT SUBMITTAL CHECKLIST

10. All equipment identified and anchorage detailed. ☐
11. Walk-in refrigerators and freezers identified and detailed. ☐
12. Roof classes identified on all new and existing roofs within the project scope. ☐

G. STRUCTURAL DRAWINGS

1. Description of design basis, indicating the materials and lateral system utilized. List design gravity and lateral loads, soil parameters, and wind and seismic coefficients. For voluntary seismic improvements, indicate the specific structural items to be upgraded and the load levels for which those items are designed. ☐
2. Dimensioned foundation, floor and roof framing plans, including locations of all structural elements (e.g., foundations, walls, columns, beams). ☐
3. Complete truss detailing, including open web manufactured trusses (unless deferred.) ☐
4. Details for all elements of the lateral force resisting system ☐
5. Details for all diaphragms, chords, and collectors ☐
6. All windows, doors, skylights, ducts, pipes and other openings identified and detailed. ☐
7. Mechanical and electrical equipment located on plans, sections and elevations with unit weights noted on floor and roof framing plans. ☐
8. Project details, schedules and notes, as applicable to scope of work. ☐
9. For relocatable buildings less than 2,160 square feet, identify and detail wood or concrete foundations. ☐
10. For relocatable buildings over 2,160 square feet, identify and detail concrete foundations ☐

H. MECHANICAL/PLUMBING DRAWINGS AND CALCULATIONS

1. Location of all rated wall and ceiling assemblies identified. ☐
2. Mechanical unit locations shown, anchorage details referenced. ☐
3. Mechanical equipment schedule, including equipment CFMs (cubic feet per minute rating), unit operating weights and cross-reference to anchorage details. ☐
4. For MEP (Mechanical/Electrical/Plumbing) only projects, show partial structural framing plans at existing floors or roofs supporting mechanical equipment. ☐
5. Anchorage details for ducts and piping. ☐
6. Plumbing fixture schedules with flow rates and flush volume indicated in accordance with *CALGreen Code Section 5.303.3*. ☐
7. Mechanical and piping penetrations at fire-resistance-rated walls, shear walls, headers, lintels, floors and roofs identified and cross referenced to details. ☐
8. Plumbing layout coordinated with architectural plans and accessible fixtures identified. ☐
9. Grade level gas shut-off valve location indicated at all buildings. ☐
10. Locations of all fire/smoke dampers, supply/return registers and ducting indicated with details cross-referenced. ☐
11. Fume hood system shown including weight and exhaust duct identified and detailed. ☐

PROJECT SUBMITTAL CHECKLIST

12. Type I kitchen hood fire suppression system identified and detailed. (Show gravity support and lateral bracing for kitchen hoods.) ☐
13. Any special systems indicated, including smoke removal, special venting, dust collection and all interfacing equipment identified and detailed with weights shown or scheduled for required anchorage design. ☐
14. Domestic water and gas load calculations with pipe sizes identified. ☐
15. Water heating system and location of equipment identified. ☐
16. *Energy Code Certificate of Compliance* forms included with plans. ☐

I. ELECTRICAL DRAWINGS

1. Location of all rated wall and ceiling assemblies identified. ☐
2. Panel locations with fire-resistance-rated enclosure assemblies identified. ☐
3. New and existing exit signs located. ☐
4. Interior and exterior emergency lighting and dedicated circuits identified. ☐
5. Power receptacles, ground-fault circuit interrupters (GFCI), and switches with accessible locations indicated and heights detailed. ☐
6. Assistive Listening Systems identified and detailed. ☐
7. Panel schedules and load calculations provided. ☐
8. Equipment/fixture schedule with weights and reference to anchorage details provided. ☐
9. *Energy Code Certificate of Compliance* forms included on plans. ☐

J. FIRE ALARM SYSTEM DRAWINGS

1. Guideline *GL-2: Project Submittal Guideline: Fire Alarm and Detection Systems* has been reviewed and all applicable items incorporated into submittal ☐
2. Automatic fire alarm system if applicable (An automatic fire alarm system is required for all new buildings at a new or existing campus and for modernizations if project cost exceeds \$200,000 with any state funding.) ☐
3. Fire alarm site plan indicating building names or designations ☐
4. Fire alarm floor plans, including room uses, ceiling heights with circuits and device numbers identified, including locations of fire-resistance-rated walls and ceilings. ☐
5. Locations of the fire alarm control panel, power booster, terminal cabinets, annunciator panels, and all other required fire alarm equipment shown. ☐
6. Conduit runs, including wire type, size and number of conductors indicated. ☐
7. Fire alarm system identified: addressable or non-addressable, system and circuit class. ☐
8. Voltage-drop and battery calculations shown. ☐
9. Emergency Voice/Alarm Communication System. (See *IR F-1* for projects, where required). ☐

PROJECT SUBMITTAL CHECKLIST**K. AUTOMATIC FIRE SPRINKLER SYSTEMS (AFSS) DRAWINGS**

1. Guideline *GL-1:Project Submittal Guideline: Automatic Fire Sprinkler Systems* and policy *PL 10-01: Plan Submittal Requirements: Automatic Fire Sprinkler Systems (AFSS)* have been reviewed and all applicable items incorporated into the submittal ☐
2. Test Hydrant locations identified and water-flow test data signed by local fire authority or water purveyor. ☐
3. Fire sprinkler plan and site plan layout with water-flow test hydrant nodes indicated. Show locations for all lateral bracing. Show locations of fire rated assemblies and full height walls. ☐
4. Reflected ceiling plan with fire sprinklers located and coordinated with architectural, mechanical and lighting plans. ☐
5. Cross sections of buildings. ☐
6. Details of all assemblies, fittings, bracing, hangers, thrust blocks, signage, flexible piping and any other required AFSS equipment or supports. ☐

PART 4 – SUPPORTING DOCUMENTATION**ENTER X OR N/A****A. GENERAL SUPPORTING DOCUMENTS**

1. Pre-application meeting minutes ☐
2. District letter for exempt items. (Applicable only to school project submittals containing items listed in *Appendix A of IR A-22: Construction Projects and Items Exempt from DSA Review* which the district wishes DSA not to plan review or certify.) ☐
3. Previously-approved DSA reference drawings (for alteration, reconstruction or additions to previously DSA-approved structures). ☐
4. Previously-approved DSA comparison sets (for projects re-using previously DSA-approved designs) ☐

B. STRUCTURAL REVIEW SUPPORTING DOCUMENTS

1. EXISTING BUILDING EVALUATION (For projects involving reconstruction, alterations, or additions.) ☐
 - a. Copy of DSA approved (REH) Rehabilitation Evaluation and Design Criteria Report (applicable to rehabilitation projects for upgrades of non-conforming building or mandatory triggered upgrades per *CAC 4-309 (c)*). See form *DSA 1-REH Pre-application for Approval of a Rehabilitation Project Evaluation & Design Criteria Report* and procedure *PR 08-03: School Facility Program/Seismic Mitigation Program*. ☐
 - b. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide calculations demonstrating that the triggers of *CAC Section 4-309(c)* have not been exceeded. ☐
 - c. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide justification that the cost of the building reconstruction, alteration, or addition, determined in accordance with *CAC 4-309(c)*, does not exceed 50 percent of the building replacement cost. ☐

PROJECT SUBMITTAL CHECKLIST**2. FLOOD MAP**

(Applicable to new construction, additions and relocations. See procedure *PR 14-01: Flood Design and Project Submittal Requirements*.)

☐**3. PROJECT STRUCTURAL CALCULATIONS**

- a. One set of stamped and signed structural calculations indicating codes used. ☐
- b. Index of all calculations included. ☐
- c. Description of scope of work covered by the submitted calculations with complete design criteria indicated. Provide a clear narrative for each calculation section with main assumptions and design approach to be used. Address the impact to existing structural lateral systems of any proposed partial demolition(s). Reference CAC 4-309 for structural rehabilitation triggers. ☐
- d. Seismic, wind and importance load factors indicated. Wind loading provisions including wind speed, exposure and any specialized items such as topographic effects need to be clearly defined. ☐
- e. Snow load utilized in the design identified; provide snow drift calculations, if appropriate. ☐
- f. Utilized soil bearing pressure indicated. If greater than 1,500 psf, or where the exceptions in *California Building Code (CBC) Section 1803A.2* are not met, provide substantiating geotechnical report. ☐
- g. Utilized lateral soil passive pressure indicated. If greater than 100 psf, provide substantiating geotechnical report. ☐
- h. Completed design checks of foundations including check of soil stresses and strength checks of footings. ☐
- i. Allowable lateral soil pressure for the design of poles, signs or antennae. ☐
- j. Calculations for miscellaneous site structures. ☐
- k. Key plans for foundations, floors and roofs, coordinated and cross referenced to the submitted structural calculations. ☐
- l. Lateral drift calculations, as required by code, ☐
- m. Load calculations, including weight of mechanical and electrical units and fire sprinkler pipe, ☐
- n. Calculations for mechanical equipment anchorage, including overturning, ☐
- o. Complete gravity system calculations, including checks of connections, ☐
- p. Complete truss calculations and details for open-web trusses (unless deferred), ☐
- q. Complete chord and collector calculations, ☐
- r. Lateral system calculations, including checks of connections, ☐
- s. Calculations for lateral floor and roof diaphragms. ☐
- t. Rigid diaphragms identified and calculations provided for accidental torsion consideration..... ☐
- u. Dynamic analysis calculations required for buildings with structural irregularities, in accordance with American Society of Civil Engineers Standard ASCE 7, Table 12.6-1. ☐

PROJECT SUBMITTAL CHECKLIST

- v. For designs by computer analysis, printouts of key input and output with a copy of the input and output files must be included. Structural calculation should provide all model geometry, loading information, boundary conditions, material properties, framing sizes, and strength check modifiers. Calculations must also contain primary analysis results such as reactions, all strength checks, and any connection design output to justify the design with the model provided as backup. ☐
4. GEOTECHNICAL INVESTIGATION / SOILS REPORT (See *CBC 1803A* for applicability)
- a. New report applicable to the buildings in the scope of work with the appropriate professionals' stamps and signatures. ☐
- b. A previous report may be submitted if a reevaluation is made and found to be currently appropriate. A letter updating the original report(s) by the same geotechnical engineer or geotechnical engineering firm must be included.) ☐
5. GEO-HAZARDS REPORT (See procedure *PR 14-01* for applicability) ☐
- a. A Geo-Hazards Report applicable to the buildings in the scope of work, with the appropriate professionals' stamps and signatures. ☐
- b. A previous report may be submitted provided that a reevaluation if made and found to be currently appropriate and the additional criteria outlined in *IR A-4.13 Geohazard Report Requirements* are satisfied. Provide a letter updating original report(s) by the same geotechnical engineer or geotechnical engineering firm.) ☐
- c. One copy of a completed California Geological Society (CGS) application with CGS project number, per *IR A-4.13: Geohazard Report Requirements*..... ☐
- d. One copy of site data report submitted to CGS per *CBC 1603A.2*. ☐
- e. CGS Final Acceptance letter will be required prior to DSA's stamp-out. ☐

C. ACCESS COMPLIANCE REVIEW SUPPORTING DOCUMENTATION

1. Manufacturers' product data sheets for door hardware, plumbing fixtures, restroom accessories. ☐

D. FIRE AND LIFE SAFETY REVIEW SUPPORTING DOCUMENTATION

1. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all AFSS materials and devices. ☐
2. Hydraulic calculations for each building, system coordinated with the water-flow test hydrant ☐
3. Structural calculations for support and bracing of sprinkler systems ☐
4. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all fire alarm devices ☐
5. For projects exempt from the Green Oaks Family Academy Elementary School Fire Protection Act (SB 575, Chapter 725, Statutes of 2001), a letter signed by the school district superintendent stating the project is exempt ☐

PROJECT SUBMITTAL CHECKLIST**E. ENERGY CODE COMPLIANCE DOCUMENTATION (Applicable to new construction, additions and alterations to an existing building envelope, HVAC or electrical system)**

1. Energy Compliance Documentation Submittal Checklist with signatures (Form *DSA 403-A*, *DSA 403-B*, or *DSA 403-PC*, as applicable). ☐
2. California Energy Code required *Certificate of Compliance* forms with appropriate signatures on drawings ☐
3. Building Energy Analysis Report (8½-inch x 11-inch format)..... ☐

F. CALGREEN CODE COMPLIANCE DOCUMENTATION (Applicable to new construction and additions and landscape work.)

1. *DSA 1-L: Outdoor Water Use Self-Certification of Landscape Irrigation Design* form and documentation with Site Landscape Area Location Plan See procedure *PR 15-03: Compliance with CALGreen Outdoor Water Use Regulations*. ☐
2. Completed *Application Matrix* (*Attachment 1* within the guideline *GL 4: CALGreen Code*.) ☐
3. Identified underground and above-ground utilities and drainage systems; identified methods to manage surface water in compliance with *CALGreen Code Section 5.106.10*. ☐
4. Location of bicycle parking in compliance with *CALGreen Code Section 5.106.4.2*. ☐
5. Identified areas that serve the entire building for recycling of non-hazardous materials per *CALGreen Code Section 5.410.1*..... ☐
6. Identified primary exterior entry protection in compliance with *CALGreen Code Section 5.407.2.2.1*. ☐
7. Requirements for indoor moisture control identified in compliance with *CALGreen Code Section 5.505.1*. ☐
8. Requirements for acoustical control identified in compliance with *CALGreen Code Section 5.507.4*..... ☐
9. Requirements for ventilation identified in compliance with *Energy Code* and *CALGreen Code Section 5.506.1*..... ☐

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION
(Public Contract Code section 3006)

PROJECT/CONTRACT NO.: _____ between **Mountain View Whisman School District** ("District") and _____
_____ ("Architect / Engineer") ("Contract" or "Project").

I _____, _____
Name Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I _____, _____
Name Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I _____, _____
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: _____

Proper Name of Architect / Engineer: _____

Signature: _____

Print Name: _____

Title: _____

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code § 2204)

PROJECT/CONTRACT NO.: _____ between **Mountain View Whisman School District** ("District") and _____
_____ ("Architect / Engineer") ("Contract" or "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Architect / Engineer shall complete **ONLY ONE** of the following two paragraphs.

☐ 1. Architect / Engineer's total Fee is less than one million dollars (\$1,000,000).

OR

☐ 2. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but Architect / Engineer is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Architect / Engineer is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Architect / Engineer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Architect / Engineer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Architect / Engineer: _____

Signature: _____

Print Name: _____

Title: _____

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: CONSENT AGENDA

Agenda Item Title: Silicon Valley Community Foundation Donation

Estimated Time:

Person Responsible:

Background:

The preschool has received a donation of \$4,500 from an anonymous donor through the Silicon Valley Community Foundation.

Fiscal Implication:

Recommended Action:

It is recommended that the Board of Trustees accept the donation of \$4,500 from an anonymous donor through the Silicon Valley Community Foundation, as presented.

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: REVIEW AND ACTION

Agenda Item Title: Resolution No. 01-111920, To Acknowledge Retiring Trustee Tamara Wilson (15 minutes)

Estimated Time:

Person Responsible: Dr. Ayindé Rudolph, Superintendent

Background:

Trustee Tamara Wilson is retiring from The Mountain View Whisman School District Board of Trustees. November 19, 2020, is her last meeting as a trustee.

Fiscal Implication:

None.

Recommended Action:

It is recommended that the Board of Trustees approve and adopt Resolution No. 01-111920, To Acknowledge Retiring Trustee Tamara Wilson, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 01-111920 Acknowledge Retiring Trustee Tamara Wilson	Backup Material	11/15/2020



Mountain View Whisman School District

Resolution No. 01-111920,

To Honor Retiring Trustee Tamara Wilson

WHEREAS, Tamara Wilson served on the Board of Trustees of the Mountain View Whisman School District from December 2016 to December 2020; and

WHEREAS, Tamara Wilson served with outstanding leadership as Board President and Vice President; and

WHEREAS, Tamara Wilson provided essential support for the Measure B Parcel Tax campaign, which led to the successful passage of a local parcel tax to provide funding for classroom instruction, physical education, music education, environmental and science education, school libraries, counseling services, support for at-risk students, and school operations; and

WHEREAS, Tamara Wilson provided essential support for the Measure T bond campaign, which led to the successful passage of a \$259 million bond measure to renovate, improve, construct student facilities, and provide funding for employee housing; and

WHEREAS, Tamara Wilson provided effective oversight that ensured fiscal integrity, equitable access, and innovative elements for implementation of the \$198 million Measure G facilities bond; and

WHEREAS, Tamara Wilson understood and modeled the roles and responsibilities of a Trustee; and

WHEREAS, Tamara Wilson served as a positive role model in our district for our students and provided a positive face for our district when dealing with difficult situations; and

WHEREAS, Tamara Wilson provided invaluable expertise in empowering the Superintendent to lead the District; and

WHEREAS, Tamara Wilson strongly advocated for the construction of Employee housing and competitive salaries for MVWSD employees; and

WHEREAS, Tamara Wilson was intimately involved in the evaluation and changing of boundaries in the district to allow more children to attend their neighborhood schools,

WHEREAS, Tamara Wilson has devoted countless hours to reviewing, evaluating, and discussing district policies; and

WHEREAS, Tamara Wilson has brought to the Mountain View Whisman School District Board of Trustees a commitment to public education and a desire to do her best for all children; and

WHEREAS, Tamara Wilson prepared for and attended nearly 100 meetings of the Board of Trustees during the four years she served as a Trustee.

WHEREAS, Tamara Wilson was involved in the creation and passage of Board resolutions addressing topics such as suicide awareness and student well-being; and

WHEREAS, Tamara Wilson stood in support of Mountain View Whisman School District families and children as they faced uncertainty and fear surrounding immigration control enforcement and helped make Mountain View a *safe haven* for all families; and

WHEREAS, Tamara Wilson advocated for social justice in her support of resolutions affirming that Black Lives Matter, while concomitantly condemning hate crimes.

WHEREAS, Tamara Wilson championed the cause of naming a school in the district after an undocumented immigrant, José Antonio Vargas, acknowledging the strength in our community's diversity; and

WHEREAS, Tamara Wilson provided steady and thoughtful leadership during the uncertain time brought about by Covid-19 and the closure of schools;

NOW, THEREFORE, BE IT RESOLVED, that Tamara Wilson is recognized for her four years of dedicated service to the students of Mountain View on the occasion of her retirement from the Mountain View Whisman School District Board of Trustees.

PASSED AND ADOPTED by the Mountain View Whisman School District Board of Trustees on this 19th day of November, 2020, by the following vote:

Laura Blakely

Devon Conley

Jose Gutiérrez, Jr.

Ellen Wheeler

Dr. Ayindé Rudolph, Superintendent

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: REVIEW AND ACTION

Agenda Item Title: Resolution No. 02-111920, To Acknowledge Retiring Trustee Jose Gutiérrez, Jr. (15 minutes)

Estimated Time:

Person Responsible: Dr. Ayindé Rudolph, Superintendent

Background:

Trustee José Gutiérrez, Jr. is retiring from the Mountain View Whisman School District Board of Trustees. November 19, 2020, is his last meeting as a trustee.

Fiscal Implication:

None

Recommended Action:

It is recommend that the Board of Trustees approve and adopt Resolution No. 02-111920, To Acknowledge Retiring Trustee José Gutiérrez, Jr., as presented.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 02-111920 Acknowledge Retiring Trustee Gutiérrez, Jr.	Backup Material	11/17/2020

Mountain View Whisman School District

Resolution No. 02-111920, To Honor Retiring Trustee José Gutiérrez, Jr.

WHEREAS, José Gutiérrez, Jr. served on the Board of Trustees of the Mountain View Whisman School District from August 2015 to December 2020; and

WHEREAS, José Gutiérrez, Jr. served with outstanding leadership as Board President and Vice President; and

WHEREAS, José Gutiérrez, Jr. provided essential support for the Measure B Parcel Tax campaign, which led to the successful passage of a local parcel tax to provide funding for classroom instruction, physical education, music education, environmental and science education, school libraries, counseling services, support for at-risk students, and school operations; and

WHEREAS, José Gutiérrez, Jr. provided essential support for the Measure T bond campaign, which led to the successful passage of a \$259 million facilities bond to renovate, improve, construct student facilities, and provide for employee housing; and

WHEREAS, José Gutiérrez, Jr. provided effective oversight that ensured fiscal integrity, equitable access, and innovative elements for implementation of the Measure G facilities funding; and

WHEREAS, José Gutiérrez, Jr. understood and modeled the roles and responsibilities of a Trustee; and

WHEREAS, José Gutiérrez, Jr. served as a positive role model in our district for our students and provided a positive face for our district when dealing with difficult situations; and

WHEREAS, José Gutiérrez, Jr. advocated for the most vulnerable and underrepresented student populations in the district, honoring his commitment to public service; and

WHEREAS, José Gutiérrez, Jr. provided invaluable expertise in empowering the Superintendent to lead the District; and

WHEREAS, José Gutiérrez, Jr. served as the Board liaison to the District Advisory Committee, Mountain View Educational Foundation, and District English Language Advisory Committee; and

WHEREAS, José Gutiérrez, Jr. has devoted countless hours to reviewing, evaluating, and discussing district policies; and

WHEREAS, José Gutiérrez, Jr. has brought to the Mountain View Whisman School District Board of Trustees a commitment to public education and a desire to do his best for all children; and

WHEREAS, José Gutiérrez, Jr. prepared for and attended over 100 meetings of the Board of Trustees during the five years he served as a Trustee.

WHEREAS, José Gutiérrez, Jr. stood in support of Mountain View Whisman School District families and children as they faced uncertainty and fear surrounding immigration control enforcement and helped make Mountain View a *safe haven* for all families; and

WHEREAS, José Gutiérrez, Jr. was instrumental in establishing and maintaining district Cafécitos that engendered thoughtful and constructive feedback from the community; and

NOW, THEREFORE, BE IT RESOLVED, that José Gutiérrez, Jr. is recognized for his four years of dedicated service to the students of Mountain View on the occasion of his retirement from the Mountain View Whisman School District Board of Trustees.

PASSED AND ADOPTED by the Mountain View Whisman School District Board of Trustees on this 19th day of November, 2020, by the following vote:

Laura Blakely

Devon Conley

Tamara Wilson

Ellen Wheeler

Dr. Ayindé Rudolph, Superintendent

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: REVIEW AND ACTION

Agenda Item Title: Adoption of Strategic Plan 2027 (45 minutes)

Estimated Time:

Person Responsible: Dr. Rudolph, Superintendent

Background:

Staff will present the Strategic Plan 2027; the presentation will be available at the time of the meeting.

Fiscal Implication:

Recommended Action:

It is recommend that the Board of Trustees approve the Strategic Plan 2027, as presented.

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: REVIEW AND ACTION

Agenda Item Title: Single Plans for Student Achievement Update/Approval of the Mariano Castro Single Plan for Student Achievement (30 minutes)

Estimated Time:

Person Responsible:

Cathy Baur
Chief Academic Officer

Background:

Staff will present an update on the process for Single Plans for Student Achievement.

This year, the District is in the process of creating a new Strategic Plan

A new LCAP will be developed in spring 2021 and will align to the new Strategic Plan. The only MVWSD site required to complete a Site Plan is Castro since they are a School wide Title 1 program.

In order for sites to focus on Distance Learning and Reopening plans and in the absence of a Strategic Plan and LCAP, the District has decided to postpone the creation of new 2020-21 site plans for all school except Castro. All principals have met with their School Site Councils, English Learner Advisory Committees, and staff to gain support for this 1-year change.

Principal, Terri Lambert will present the Mariano Castro Site Plan for approval.

Fiscal Implication:

\$425,637 from a variety of local, state and federal funding sources.

Recommended Action:

It is recommended that the Board of Trustees approves the Mariano Castro Single Plan for School Achievement as presented.

ATTACHMENTS:

Description	Type	Upload Date
Single Plans for Student Achievement Presentation	Backup Material	11/13/2020
Single Plan for Student Achievement - Castro	Backup Material	11/13/2020



Mountain View
Whisman
School District

Update on Single Plans for Student Achievement (SPSA) and Castro SPSA

November 19, 2020





Mountain View
Whisman
School District

Why School Site Plans?

School Site Plans

- The School Plan for Student Achievement (SPSA) is a comprehensive document providing details about a school's planned actions and expenditures to support student outcomes and overall performance.
- SPSA's must be aligned to the District's Local Control Accountability Plan (LCAP) and in the case of MVWSD the Strategic Plan which lay out goals for the entire District.
- The annual process of developing, reviewing, and updating the Plan is conducted by each school's School Site Council (SSC) with input from school's staff and English Learner Advisory Committee
- School Plans are ultimately approved by the the local governing board

Who needs to complete a SPSA

A school is required to develop a school plan if

- The School operates any program funded through the consolidated application that requires a plan (e.g. Title I SWP)
- The LEA has determined that its schools must complete a School Plan
 - MVWSD has all schools create a plan in order to document planned actions and expenditures to improve student achievement
 - The plan is a roadmap for each school year and is a living document that should be reviewed and updated regularly
- The school has been identified for CSI, TSI, or ATSI

Site Plan Process

This year, the District is in the process of creating a new Strategic Plan

A new LCAP will be developed in spring 2021 and will align to the new Strategic Plan

The only MVWSD site required to complete a Site Plan is Castro since they are a School wide Title 1 program

In order for sites to focus on Distance Learning and Reopening plans and in the absence of a Strategic Plan and LCAP, the District has decided to postpone the creation of new 2020-21 site plans for all school except Castro.

- All principals have met with their School Site Councils, English Learner Advisory Committees, and staff to gain support for this 1-year change.

SSC Meeting Dates

School	SSC Meeting Date	ELAC Meeting Date
Bubb	November 12, 2020	November 12, 2020
Castro	October 28, 2020 Site Plan Approval	October 27, 2020
Crittenden	November 10, 2020	November 18, 2020
Graham	October 22, 2020	November 4, 2020
Huff	November 9, 2020	November 2, 2020
Landels	November 16, 2020	October 26, 2020
Mistral	November 4, 2020	November 4, 2020
Monta Loma	November 12, 2020	November 12, 2020
Stevenson	October 28, 2020	November 12, 2020
Theuerkauf	November 10, 2020	November 4, 2020
Vargas	October 28, 2020	November 13, 2020

Status Update

- The new Strategic Plan and LCAP will guide Site Plan goals and actions for the 2021-22 school year.
- Sites will have District and state assessment data for the 2020-21 school year to use to develop strategies and actions in site plans for 2021-22 (CAASPP will be administered in Spring 2021)
- Sites will use data from i-Ready, the ELPAC, and District assessments and metrics to evaluate student growth and progress throughout this year and will report out progress to school communities
- Sites will focus on Distance Learning and Reopening planning



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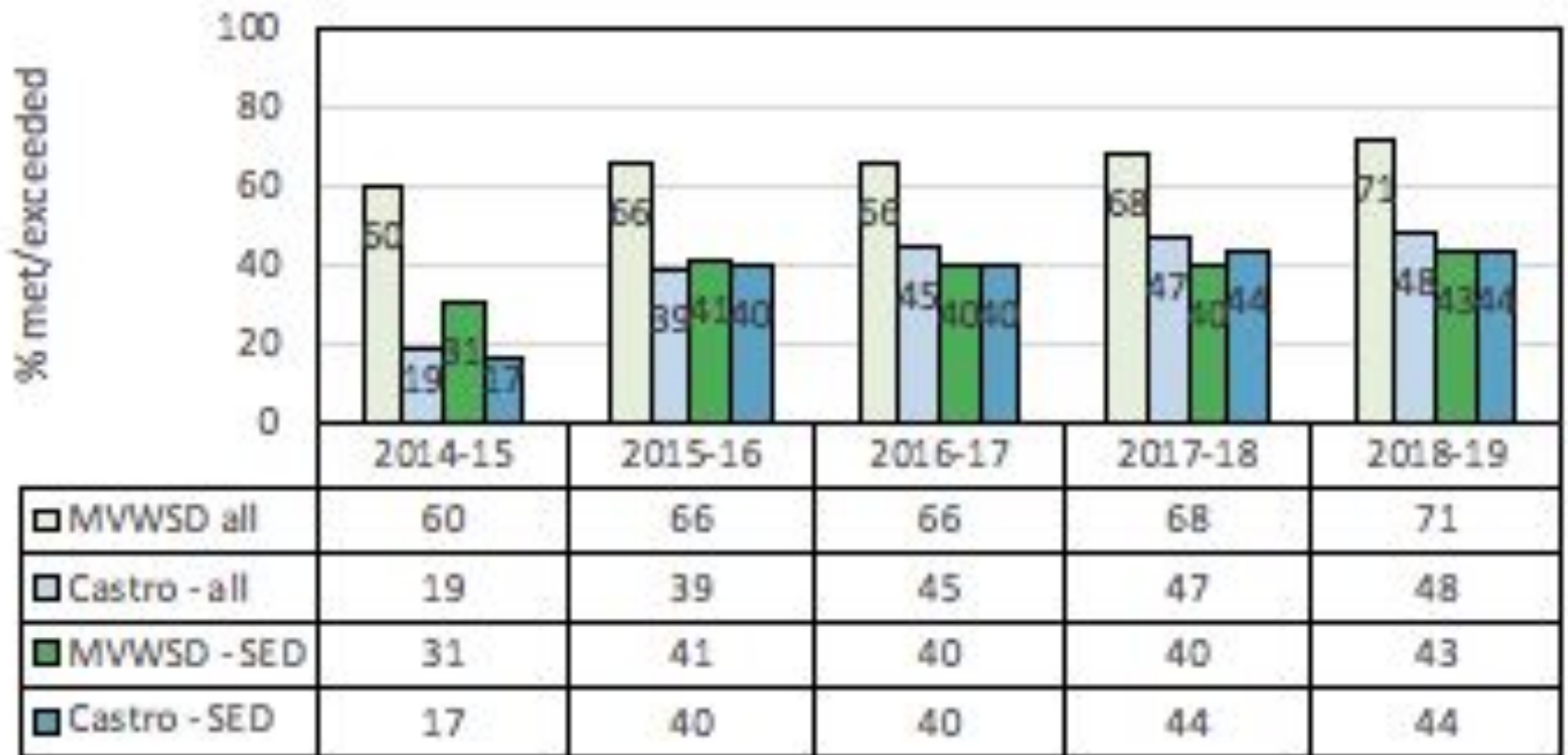
Site Plan - Castro Elementary

Castro Demographics

Castro	2017-2018	2018-2019	2019-2020	2020-2021
Enrollment	253	268	327	298
Asian	4%	4%	4%	4%
Hispanic/Latino	85%	83%	86%	87%
White	7%	7%	6%	5%
SWD	12%	16%	16%	12%
English Learner	67%	65%	69%	63%
SED	89%	86%	86%	86%

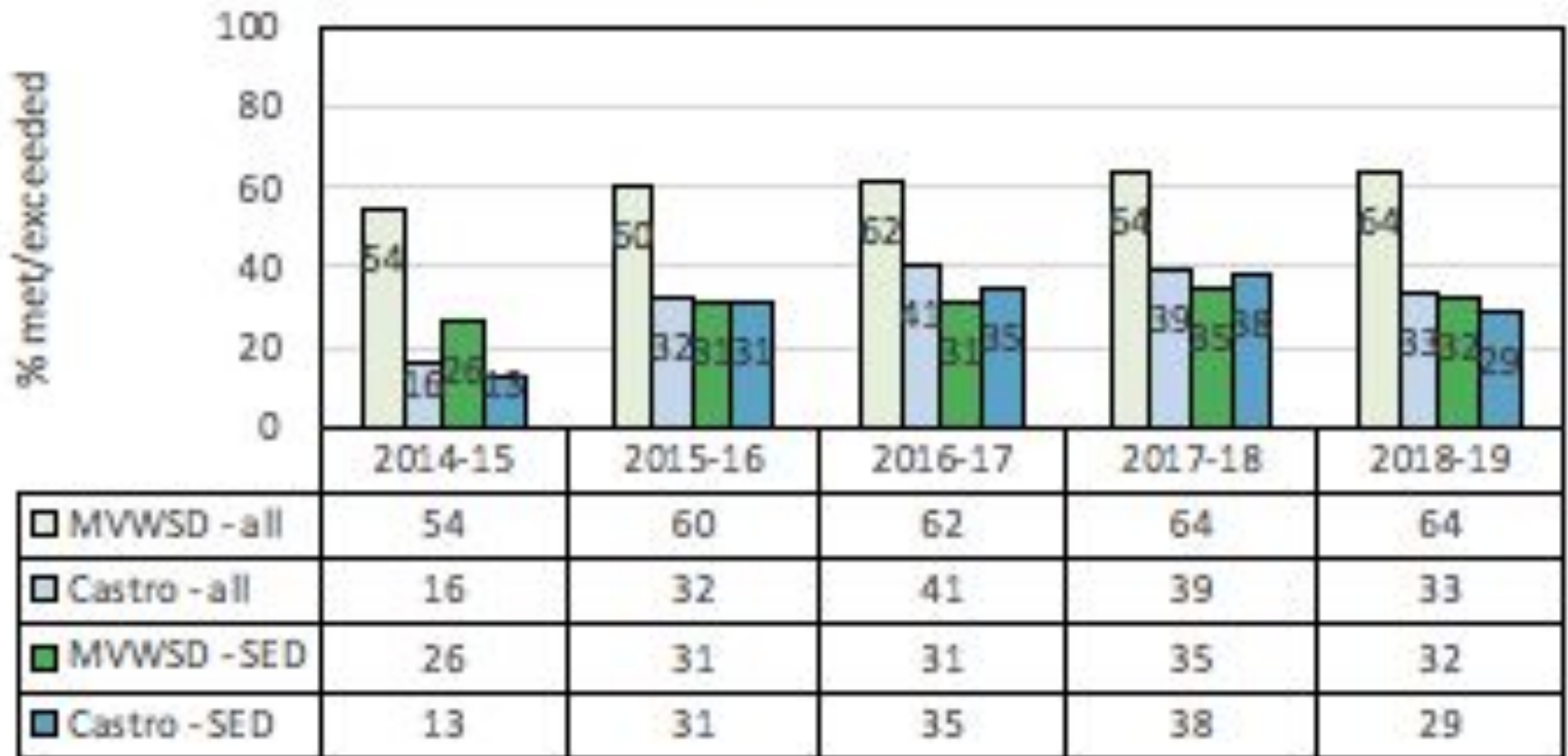
Performance Data

CAASPP - English Language Arts
Castro



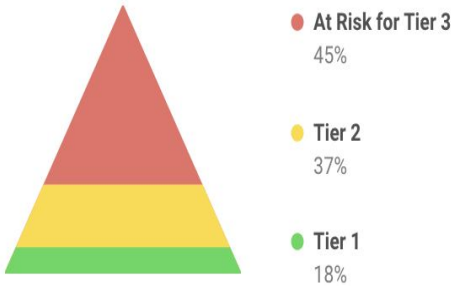
Performance Data

CAASPP - Math Castro

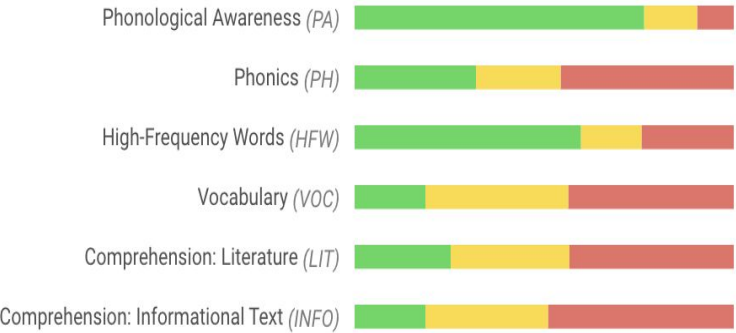


Castro Elementary - iReady By Grade Level - Reading

Overall Placement



Placement By Domain

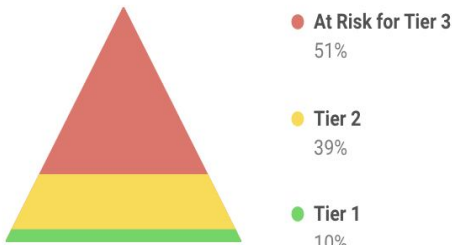


Grade K	<div><div>47%</div><div>53%</div></div>	43/43
Grade 1	<div><div>9%</div><div>56%</div><div>36%</div></div>	45/46
Grade 2	<div><div>16%</div><div>33%</div><div>51%</div></div>	45/48
Grade 3	<div><div>16%</div><div>26%</div><div>58%</div></div>	50/50
Grade 4	<div><div>18%</div><div>29%</div><div>54%</div></div>	56/56
Grade 5	<div><div>9%</div><div>31%</div><div>59%</div></div>	64/64

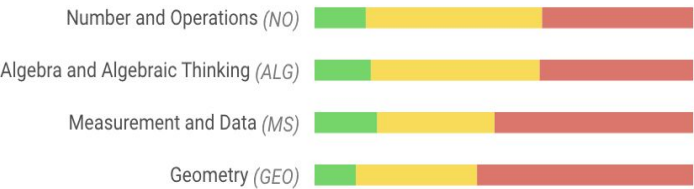
Castro Elementary - iReady By Grade Level - Math

Students Assessed/Total: 303/307

Overall Placement



Placement By Domain



Grade K	41%	59%	39/43
Grade 1	9%	46%	46/46
Grade 2	2%	50%	48/48
Grade 3	4%	28%	50/50
Grade 4	5%	34%	56/56
Grade 5	8%	27%	64/64

Title 1 funding

- In 2012-13 the District opted to accept Title 1 funding to support our neediest students at our lowest performing schools, Castro and Theuerkauf
- Castro and Theuerkauf also received turnaround funds for three years
- The combination of Title 1 and turnaround monies provided an additional \$250,000 per year to each site
- In the Spring of 2020, due to changes in demographics and the need for more robust programs to support students at Castro, the District with input from the Board of Trustees opted to designate Castro as the District's only Title 1 school



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Castro Site Plan Overview

Academic Achievement - ELA

Goal 1: Improving Student Achievement

By June 2021, there will be a 4-percentage point increase from 48% to 52% in the number of students Meeting or Exceeding Standards in ELA as measured by CAASPP (3rd-5th)

Key Strategies: Response to Instruction (RTI), Identifying and pacing of essential standards and skills, Professional development in rigor, Differentiation of instruction to meet the needs of advanced learners, Small group targeted instruction.

Key Actions	Expenditures
Additional Instructional Coach- teachers will receive coaching minimum of 1x weekly in effective instructional strategies for differentiation, as well as assistance with planning of priority standards and skills	\$114,000
Teacher PD in increased differentiation to meet the needs of students below and above grade level.	\$0, admin/coach PD
Student Data Review Meetings- review common formative assessment data and iReady diagnostic and instructional progress for designing instructional support	\$1500 Substitute costs/or payment for extra hours

Academic Achievement - Math

Goal 1: Improving Student Achievement

By June 2021, there will be a 7-percentage point increase from 33% to 40% in the number of students Meeting or Exceeding Standards in Math as measured by CAASPP (3rd-5th)

Key Strategies: Schoolwide math focus, Consistent schoolwide math block design, Math discourse emphasis, Targeted small group instruction to include enrichment and extension opportunities, Teacher coaching

Key Actions	Expenditures
Focus on targeted small group instruction and effective practices in fluency, math discourse, and concept development during the math block	Part of regular staff responsibilities
Schoolwide emphasis on using a variety of DOK (Depth of Knowledge) levels - tasks and questions - for all identified Math priority standards and skills at each grade level	PD materials
Teachers will receive coaching minimum of 1x weekly in effective instructional strategies for differentiation, as well as assistance with planning of priority standards and skills	\$114,000
Instructional Leadership Team- group of teacher representatives to work with the principal to develop and monitor core school-wide instructional strategies	\$3000 Extended Duty

Academic Achievement - Additional Progress Monitoring

By June 2021, there will be a 9-percentage point increase (from 11% to 20%) in the number of students at or above grade level (Tier 1) in Math as measured by the i-Ready diagnostic assessments.

By June 2021, there will be a 8-percentage point increase (from 18% to 26%) in the number of students at or above grade level (Tier 1) in Reading as measured by the i-Ready diagnostic assessments

By June 2021, there will be a 5 percentage point decrease (from 50% to 45%) in the number of students not meeting standards (Tier 3) in Math as measured by the iReady diagnostic assessments.

By June 2021, there will be a 5-percentage point decrease (from 44% to 39%) in the number of students not meeting standards (Tier 3) in Reading as measured by the iReady diagnostic assessments.

Closing the Achievement Gap

Goal 2: Closing the Achievement Gap: By June '21, the number of students meeting criteria for At-Risk of LTEL status will decrease by 10%.

-By June 2021, the percentage of RFEP students meeting/exceeding standard will increase 2 percentage points from 80 to 82% in ELA and 6 percentage points from 56 to 62% in Math.

-By June 2021, the percentage of low SES students meeting or exceeding standard will increase 6 percentage points from 44% to 50% in ELA and from 29% to 35% in Math.

-By June 2020, the percentage of ELs meeting/exceeding standards will increase 6 percentage points from 16% to 22% in ELA and 8 percentage points from 12% - 20% in Math

Key Strategies: RTI, Additional Teacher Coaching, Additional Instructional Opportunities, Newcomer support

Key Actions	Expenditures
Before and After School Tutoring opportunities by teachers and by outside organizations, Targeted tutoring for students who are Level 3 on ELPAC to support reclassification.	\$6350
Newcomer support through socio-emotional support group with counselor and additional opportunity for ESL instruction.	\$2,000
Professional development in differentiation and additional planning time to support the needs of students with an IEP, 504 or SST plan, advanced learners, and for the needs of students of low SES	\$1000
Common Formative Assessments data analysis- Teacher grade level teams will disaggregate by EL, low SES, and SWD to ensure needs of these groups are included in analysis and action planning and to plan RTI groups.	Part of regular staff responsibilities

Human Capital

Goal 3: All teachers will receive instructional coaching and Professional Development in effective strategies and technology for distance learning

Key Strategies: Instructional coaching 3-4 times per month, Teacher PD in effective practices in virtual instructional delivery and technology platforms, observations of and collaboration with other sites

Key Actions	Expenditures
One-on-one Teacher Coaching	\$114,000
Additional grade level team collaboration and planning time	\$2000
PD in effective distance learning practices and technology platforms, including virtual peer and school visitations	\$6,000

Inclusive and Supportive Culture

Goal 4: By June 2021, the average student participation and engagement rate for the school will be at or above 95% during distance learning or hybrid learning models.

By June 2021, suspensions will be fewer than 3.

By June 2021, there will be a 19 percentage point increase (from 71% - 90%) of 4th and 5th grade students who agree or strongly agree that the adults in the school care about their success, as measured by the annual LCAP survey.

Key Strategies: Individual support for students with attendance and engagement challenges, Direct instruction in social-emotional learning strategies using ToolBox , Additional At-Risk Supervisor, SCEF parent support and education

Key Actions	Expenditures
Targeted and systematic support for students experiencing attendance and engagement challenges due to technology, socio-emotional reasons, living situation, etc.	Part of regular staff responsibilities
Teachers work with the school counselor to develop individual support plans in response to chronic absences and/or lack of participation. counselor provides emotional and social skills support to students individually and in small groups, coordinates services with community agencies	\$96,000
Schoolwide implementation of Toolbox Curriculum, emphasis on cultural awareness and competence for both students and staff	training, materials, presentations \$700

Parent Engagement

Goal 5: In 2020-21 an average of 20 parents will attend each meeting (ELAC, Principal's Coffee)

At least 80% of each classroom will attend Back to School Night, Parent/Teacher conferences, Open House

Key Strategies: School Community Engagement Facilitator (SCEF), outreach through PTA, SSC, and ELAC, At-Risk Supervisor target contacts, family recognition, increase parent communication regarding student progress

Key Actions	Expenditures
Parent Training in the Toolbox Curriculum (SEL) and how to apply the tools at home, Reclassification criteria and strategies for home support, parent trainings in ESL, motivation of children, discipline, etc.	\$28,261
Family Recognition for attendance at school meetings, trainings, activities	\$1000
Increase communication with families re: student progress - accessing the feedback provided to their child through Google Classroom and SeeSaw.	Part of regular staff responsibilities
Provide option for virtual meetings to increase parent convenience	Part of regular staff responsibilities



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Next Steps

Next Steps

- Sites continue focus on supporting distance learning, creating a playbook for reopening and using the assessments and metrics developed by the district to monitor student progress
- Castro will also implement its site plan, monitor progress, and revise as necessary based on Diagnostic 2 data

The School Plan for Student Achievement

School: MARIANO CASTRO ELEMENTARY SCHOOL
CDS Code: 43 69591 6048003
District: Mountain View Whisman School District
Principal: Theresa Lambert
Revision Date: November 19, 2020

The School Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Theresa Lambert
Position: Principal
Phone Number: 650-526-3590
Address: 500 Toft St
MOUNTAIN VIEW, CA 94040
E-mail Address: tlambert@mvwsd.org

The District Governing Board approved this revision of the SPSA on November 19, 2020.

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School Vision and Mission

MARIANO CASTRO ELEMENTARY SCHOOL's Vision and Mission Statements

School Mission

We inspire, prepare, and empower every student.

School Vision

Mariano Castro provides the support and conditions needed for a child to be college and career ready and empowered to be successful in their personal journey.

We are an inclusive, collaborative, and supportive community that develops technologically proficient, reflective learners and problem solvers. We encourage the positive contributions of all and we celebrate our diversity and achievements.

Staff Collective Commitments

1. We cultivate a culture of celebration for both short and long term goals.
2. We collaborate based on student data.
3. We provide constructive timely feedback to students and families.
4. We will provide support for students' individual academic, emotional, physical, and social needs.
5. We work as a team to generate solutions for student success.
6. We promote a growth mindset in staff and students.
7. We commit to seeking out and researching best practices and implementing them in the classroom.
8. We foster appreciation for cultural diversity.
9. We instill the habits of creativity, collaboration, communication, and critical thinking.

School Core Values

Safety, Respect, Responsibility, Perseverance

School Profile

Mariano Castro Elementary is a K-5 school with an enrollment in September 2020 of 307 students. Our school community consists of 80% Hispanic/Latino students, 86% socio-economically disadvantaged students, and 67% English Learner students. Our staff team has 13 regular classroom teachers, 1 STEAM teacher, two special education teachers, two instructional coaches, a principal, and twenty classified support staff. Every classroom has one-to-one Chromebooks and projection TVs. Ipads are used in center-based instruction in Kindergarten and First Grade.

We began the year in full Distance Learning. The need will be reviewed in January 2020 to determine whether and how in-person learning will resume.

2020-2021 Goals

Goal 1: Improving Student Achievement

- By June 2021, there will be a 4-percentage point increase from 48% to 52% in the number of students Meeting or Exceeding Standards in ELA as measured by CAASPP.
- By June 2021, there will be a 7-percentage point increase from 33% to 40% in the number of students Meeting or Exceeding Standards in Math as measured by CAASPP.

By June 2021, there will be a 9-percentage point increase (from 11% to 20%) in the number of students at or above grade level (Tier 1) in Math as measured by the i-Ready diagnostic assessments.

By June 2021, there will be a 8-percentage point increase (from 18% to 26%) in the number of students at or above grade level (Tier 1) in Reading as measured by the i-Ready diagnostic assessments.

By June 2021, there will be a 5 percentage point decrease (from 50% to 45%) in the number of students not meeting standards (Tier 3) in Math as measured by the iReady diagnostic assessments.

By June 2021, there will be a 5-percentage point decrease (from 44% to 39%) in the number of students not meeting standards (Tier

3) in Reading as measured by the iReady diagnostic assessments.

Key Strategies:

ELA – Response to Instruction (RTI), Maintain and Improve PLC Implementation, Identifying and Pacing of Essential Skills, Student Engagement (Cognitive and Active), Professional Development in Rigor, small group instruction to focus on core instruction and utilize WIN time for even more targeted reteaching, increase intervention and extension opportunities with emphasis on specific skills using iReady.

Math - PLC Practices, small group instruction, spiral review, student engagement, reteaching/extension cycle within core instruction, enrichment/extension opportunities after school, increase use of DOK 3 questioning and tasks, increase intervention and extension opportunities with emphasis on specific skills using iReady, PD through math coaching, consistent school-wide math block to include fluency, application, and concept development.

Goal 2: Achievement Gap

By June 2021, there will be a 10% reduction in the number of students meeting criteria for At-Risk of LTEL status.

By June 2021, the percentage of RFEP students meeting/exceeding standard will increase 2 percentage points from 80 to 82% in ELA and 6 percentage points from 56 to 62% in Math.

By June 2021, the percentage of low SES students meeting or exceeding standard will increase 6 percentage points from 44% to 50% in ELA and from 29% to 35% in Math.

By June 2021, the percentage of ELs meeting/exceeding standards will increase 6 percentage points from 16% to 22% in ELA and 8 percentage points from 12% - 20% in Math

Key Strategies:

Sheltered Instruction Observation Protocol (SIOP) during core instruction, RTI, math Intervention using iReady, additional instructional opportunities before or after school, PD through math coaching

Goal 3: Human Capital

All teachers will receive instructional coaching and PD in effective strategies and technology for distance learning: instructional coaching 3 x per month and PD monthly.

Key Strategies: Instructional coaching, PD in effective practices in instructional delivery via online sessions, PD in technology platforms.

Goal 4 Inclusive and Supportive School Environment:

By June 2021, the average student participation and engagement rate for the school will be at or above 95% during distance learning or hybrid learning models.

By June 2021, suspensions will be reduced from 3 to 2.

By June 2021, there will be a 19 percentage point increase (from 71% - 90%) of 4th and 5th grade students, who agree or strongly agree that the adults in the school care about their success, as measured by the annual LCAP survey.

Key Strategies: Positive Behavior Interventions and Supports (PBIS) strategies, structured playground schedules and expectations (when in hybrid model), individual support for students with chronic absences or chronic low participation, school counseling program, additional at-risk supervisor position, emphasis on school-wide identify and expectations.

Goal 5: Parent Engagement:

In 20-21 an average of 20 parents will attend each meeting (ELAC, Principal's Coffee)

At least 80% of each classroom will attend Back to School Night, Parent/Teacher conferences, Open House

By June of 20-21 there will be an increase of 19% points (from 71%-90%) of 4th and 5th grade students agreeing or strongly agreeing that the adults in school care about their success as measured by the annual LCAP survey.

Key Strategies: School Community Engagement Facilitator (SCEF), outreach through PTA, SSC, and ELAC, family recognition dinner, At-Risk Supervisor target contacts

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Analysis of Current Instructional Program

In conjunction with the needs assessments, the categories below may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement

All staff use the adopted materials for ELA/ELD (Benchmark Advance) and for Math (Eureka Math). Supplemental materials that are standards-aligned are used as necessary. Students are assessed on the grade level standards at the end of each trimester using district assessment and throughout each unit of instruction using common formative assessments. The Principal, the School Leadership Team, the Grade Level Teams, and the whole staff analyze data to make necessary changes in allocation of resources.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction

Each grade level team keeps a google data sheet of all formative and summative data. The data, and student work samples are used to identify strengths and needs at the grade, class, and individual student levels. Teams determine next steps in pacing as well as effective instructional strategies. The data is reviewed and analyzed by the grade level teams at collaboration sessions and planning release days. In addition, the grade level team, the Principal, the Instructional Coach, and the RTI teachers meet every 6-8 weeks to review this grade level student progress data (Student Progress Review Meetings) and plan next steps to support student achievement.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

Based on the new laws associated with the Every Student Succeeds Act and California's new state assignment accountability system, Districts must identify the number of teachers that are in the following categories: 1. Misassigned (teaching without the appropriate credential) 2. Out of Field (teaching with a limited permit) 3. Ineffective (has taught less than 3 years). Castro School has no misassigned teachers, no out of field teachers, and one teacher in her first two years of teaching. All teachers are considered "highly qualified".

There are two instructional coaches to support teachers in the implementation of common core standards. Grade level team collaboration around student progress takes place a minimum of one time weekly.

4. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches)

Castro has two instructional coaches who assist all teachers in implementing school-wide initiatives, as well as providing support to each teacher on their individual professional growth needs and goals. Teachers who are in their first two years of teaching also receive the support of a new teacher Induction mentor teacher.

5. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve)

Each week teacher teams collaborate on effective instructional strategies, targeting essential standards, and implementation of programs. Each teacher team also has 6 release days throughout the year to plan as a team. The release days are paid out of site funds.

Opportunity and Equal Educational Access

6. Services provided by the regular program that enable underperforming students to meet standards

All students participate in an intervention or enrichment period daily (WIN Time). Homework assistance is provided for the 30 students attending the in-person learning support program (Beyond the Bell). We have one At-Risk Supervisor who supports students and their families. The target students are students who are struggling academically, behaviorally, socio-emotionally.

Parental Involvement

7. Resources available from family, school, district, and community to assist under-achieving students

Parent support for the school and for the education of their children is very strong. A core group of parents attend monthly principal meetings and ELAC meetings, as well as PTA meetings. At these meetings parents have the opportunity to actively participate and provide input in decisions as to the direction of the school. Parents on School Site Council and ELAC participate in the development and review of school goals and activities. A School Community Engagement Facilitator provides parent support and plans parent involvement activities and trainings.

8. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

School Site Council meets monthly and reviews implementation of the goals, strategies, and expenditures identified in this School Plan.

Funding

9. Services provided by categorical funds that enable underperforming students to meet standards

Mariano Castro receives state and federal funding through supplemental funds and Title I funds directed through the District. The major activities funded are a 1.0 FTE Intervention Resource Teacher, assemblies and presentations to build background knowledge and additional tutoring and enrichment opportunities outside of the instructional day. Professional development and planning time for staff are also a significant expense.

Description of Barriers and Related School Goals

A significant barrier to parent engagement is the home and work schedule of many parents. Factors impacting this are children under toddler age, work schedules, and comfort level in participating in school decision making. This often hinders their ability to make it to school to participate in meetings or school activities or PTA activities.

A significant barrier to school climate is the amount of counseling and support needed by our children and families. Children are often experiencing a significant amount of stress due to home conditions, political unrest, and dysfunctional family dynamics. This stress impacts their ability to learn and focus positively on peer relations as well as relations with adults.

This year, distance learning is a barrier to success for most students. Family work schedules, technology skills, and language may pose barriers to providing extensive support for their children.

Due to COVID-19 restrictions, many families are experiencing a lack of resources to fulfill basic needs and this is in turn impacting student ability to focus on their learning.

School and Student Performance Data

CAASPP Results (All Students)

English Language Arts/Literacy

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with Scores			% of Enrolled Students Tested		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	49	47	53	45	43	45	45	43	45	91.8	91.5	84.9
Grade 4	48	48	54	45	47	48	45	47	48	93.8	97.9	88.9
Grade 5	52	44	48	49	42	48	49	42	48	94.2	95.5	100
All Grades	149	139	155	139	132	141	139	132	141	93.3	95	91

* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard Exceeded			% Standard Met			% Standard Nearly Met			% Standard Not Met		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	2444.3	2408.6	2426.3	33.33	20.93	31.11	15.56	23.26	20.00	33.33	30.23	20.00	17.78	25.58	28.89
Grade 4	2456.2	2463.6	2440.1	20.00	27.66	16.67	17.78	23.40	18.75	31.11	14.89	22.92	31.11	34.04	41.67
Grade 5	2504.4	2495.0	2507.6	18.37	16.67	22.92	30.61	28.57	35.42	24.49	33.33	18.75	26.53	21.43	22.92
All Grades	N/A	N/A	N/A	23.74	21.97	23.40	21.58	25.00	24.82	29.50	25.76	20.57	25.18	27.27	31.21

Reading Demonstrating understanding of literary and non-fictional texts										
Grade Level	% Above Standard			% At or Near Standard			% Below Standard			
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	18-19
Grade 3	33.33	9.30	24.44	42.22	58.14	44.44	24.44	32.56	31.11	
Grade 4	13.33	21.28	14.58	62.22	46.81	47.92	24.44	31.91	37.50	
Grade 5	24.49	16.67	25.00	44.90	54.76	50.00	30.61	28.57	25.00	
All Grades	23.74	15.91	21.28	49.64	53.03	47.52	26.62	31.06	31.21	

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	28.89	16.28	24.44	48.89	39.53	46.67	22.22	44.19	28.89
Grade 4	17.78	25.53	8.33	51.11	40.43	60.42	31.11	34.04	31.25
Grade 5	24.49	19.05	33.33	48.98	54.76	41.67	26.53	26.19	25.00
All Grades	23.74	20.45	21.99	49.64	44.70	49.65	26.62	34.85	28.37

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	22.22	18.60	26.67	62.22	67.44	51.11	15.56	13.95	22.22
Grade 4	11.11	17.02	10.42	60.00	68.09	66.67	28.89	14.89	22.92
Grade 5	18.37	16.67	12.50	63.27	66.67	62.50	18.37	16.67	25.00
All Grades	17.27	17.42	16.31	61.87	67.42	60.28	20.86	15.15	23.40

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	31.11	20.93	28.89	53.33	62.79	42.22	15.56	16.28	28.89
Grade 4	20.00	14.89	18.75	62.22	55.32	39.58	17.78	29.79	41.67
Grade 5	28.57	28.57	37.50	51.02	57.14	41.67	20.41	14.29	20.83
All Grades	26.62	21.21	28.37	55.40	58.33	41.13	17.99	20.45	30.50

Conclusions based on this data:

1. Fourth grade % of students meeting or exceeding is significantly lower than 3rd and 5th grades for both 16-17 and 17-18 school years; further analysis of this data is needed in order to determine effective next steps.
2. % of students below standard in the reading and writing strands is higher than in listening and research/inquiry; focus on effective comprehension strategies as well as a coherent writing program is needed.

School and Student Performance Data

CAASPP Results (All Students)

Mathematics

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with Scores			% of Enrolled Students Tested		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	49	47	53	49	47	52	49	47	52	100	100	98.1
Grade 4	48	48	55	48	48	55	48	48	55	100	100	100
Grade 5	52	44	48	52	44	48	52	44	48	100	100	100
All Grades	149	139	156	149	139	155	149	139	155	100	100	99.4

* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard Exceeded			% Standard Met			% Standard Nearly Met			% Standard Not Met		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	2451.3	2420.3	2414.8	26.53	10.64	17.31	26.53	29.79	25.00	28.57	31.91	23.08	18.37	27.66	34.62
Grade 4	2457.2	2460.2	2432.0	16.67	14.58	5.45	22.92	27.08	16.36	31.25	27.08	41.82	29.17	31.25	36.36
Grade 5	2485.3	2496.6	2497.7	17.31	18.18	16.67	13.46	15.91	18.75	26.92	31.82	33.33	42.31	34.09	31.25
All Grades	N/A	N/A	N/A	20.13	14.39	12.90	20.81	24.46	20.00	28.86	30.22	32.90	30.20	30.94	34.19

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	40.82	27.66	28.85	36.73	40.43	28.85	22.45	31.91	42.31
Grade 4	22.92	18.75	16.36	27.08	41.67	27.27	50.00	39.58	56.36
Grade 5	19.23	29.55	16.67	26.92	27.27	39.58	53.85	43.18	43.75
All Grades	27.52	25.18	20.65	30.20	36.69	31.61	42.28	38.13	47.74

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	34.69	12.77	21.15	44.90	46.81	42.31	20.41	40.43	36.54
Grade 4	18.75	16.67	7.27	43.75	50.00	45.45	37.50	33.33	47.27
Grade 5	11.54	15.91	25.00	44.23	40.91	39.58	44.23	43.18	35.42
All Grades	21.48	15.11	17.42	44.30	46.04	42.58	34.23	38.85	40.00

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 3	36.73	25.53	17.31	53.06	48.94	46.15	10.20	25.53	36.54
Grade 4	25.00	22.92	10.91	39.58	41.67	47.27	35.42	35.42	41.82
Grade 5	21.15	18.18	16.67	38.46	54.55	52.08	40.38	27.27	31.25
All Grades	27.52	22.30	14.84	43.62	48.20	48.39	28.86	29.50	36.77

Conclusions based on this data:

1. Overall math achievement is lower than overall ELA achievement. Interventions for math are needed as is targeted reteaching during core instruction.
2. Concepts and Procedures strand has the highest % of students below standard. Professional Development is needed in effective lesson design and instructional strategies for this strand, consistency in school-wide implementation of best practices in math is needed.

School and Student Performance Data

ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students								
Grade Level	Overall		Oral Language		Written Language		Number of Students Tested	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
Grade K		1399.5		1413.7		1366.1		33
Grade 1		1424.0		1433.8		1413.7		33
Grade 2		1459.2		1465.0		1452.8		35
Grade 3		1448.3		1456.1		1440.0		32
Grade 4		1483.6		1483.5		1483.3		32
Grade 5		1533.8		1537.1		1530.0		18
All Grades								183

Overall Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
K		6.06		33.33		36.36		24.24		33
1		6.06		27.27		33.33		33.33		33
2		14.29		31.43		31.43		22.86		35
3		9.38		31.25		28.13		31.25		32
4		15.63		53.13		6.25		25.00		32
5		33.33		27.78		27.78		11.11		18
All Grades		12.57		34.43		27.32		25.68		183

Oral Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
K		12.12		36.36		27.27		24.24		33
1		12.12		33.33		33.33		21.21		33
2		28.57		31.43		17.14		22.86		35
3		31.25		21.88		15.63		31.25		32
4		28.13		46.88		3.13		21.88		32
5		44.44		27.78		16.67		11.11		18
All Grades		24.59		33.33		19.13		22.95		183

Written Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
K		3.03		24.24		57.58		15.15		33
1		0.00		30.30		27.27		42.42		33
2		5.71		11.43		48.57		34.29		35
3		3.13		28.13		34.38		34.38		32
4		6.25		25.00		43.75		25.00		32
5		0.00		33.33		55.56		11.11		18
All Grades		3.28		24.59		43.72		28.42		183

Listening Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
K		9.09		75.76		15.15		33
1		30.30		48.48		21.21		33
2		25.71		45.71		28.57		35
3		12.50		53.13		34.38		32
4		25.00		53.13		21.88		32
5		27.78		50.00		22.22		18
All Grades		21.31		54.64		24.04		183

Speaking Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
K		15.15		54.55		30.30		33
1		6.06		69.70		24.24		33
2		22.86		54.29		22.86		35
3		37.50		37.50		25.00		32
4		65.63		12.50		21.88		32
5		77.78		11.11		11.11		18
All Grades		33.88		42.62		23.50		183

Reading Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
K		0.00		81.82		18.18		33
1		12.12		48.48		39.39		33
2		5.71		65.71		28.57		35
3		3.13		50.00		46.88		32
4		6.25		62.50		31.25		32
5		22.22		66.67		11.11		18
All Grades		7.10		62.30		30.60		183

Writing Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
K		27.27		45.45		27.27		33
1		3.03		57.58		39.39		33
2		8.57		48.57		42.86		35
3		12.50		59.38		28.13		32
4		3.13		68.75		28.13		32
5		5.56		83.33		11.11		18
All Grades		10.38		58.47		31.15		183

Conclusions based on this data:

1. In Writing, the number of students that meet the Well-developed criteria decreases after Kindergarten, while the number of students reading Somewhat/Moderately increases after Kindergarten. The number of students at the Beginning stage in Writing is significantly lower in 5th grade. Schoolwide consistent emphasis on writing as part of designated ELD is needed.
2. Percentage of students scoring Well Developed or Moderately developed in Speaking increases through the grades to a high of 88% in 5th grade and Listening to a high of 77% in 5th grade. The emphasis on Speaking and Listening in ELD is successful, need to integrate more reading and writing with the skills of speaking and listening.

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Student Achievement
LEA/LCAP GOAL:
Goal 2: Increase achievement for all students and accelerate learning outcomes for English Language Learners, low-income students, and other target groups to close the achievement gap.

Strategic Plan

Goal 1: Every student will be prepared for high school and 21st Century citizenship.

SCHOOL GOAL #1:

Goal 1: Improving Student Achievement

- By June 2021, there will be a 4-percentage point increase from 48% to 52% in the number of students Meeting or Exceeding Standards in ELA as measured by CAASPP.
- By June 2021, there will be a 7-percentage point increase from 33% to 40% in the number of students Meeting or Exceeding Standards in Math as measured by CAASPP.

By June 2021, there will be a 9-percentage point increase (from 11% to 20%) in the number of students at or above grade level (Tier 1) in Math as measured by the i-Ready diagnostic assessments.

By June 2021, there will be a 8-percentage point increase (from 18% to 26%) in the number of students at or above grade level (Tier 1) in Reading as measured by the i-Ready diagnostic assessments

By June 2021, there will be a 5 percentage point decrease (from 50 to 45%) in the number of students not meeting standards (Tier 3) in Math as measured by the iReady diagnostic assessments.

By June 2021, there will be an 5percentage point decrease (from 44 to 39%) in the number of students not meeting standards (Tier 3) in Reading as measured by the iReady diagnostic assessments.

Key Strategies:

ELA – Response to Instruction (RTI), Maintain and Improve PLC Implementation, Identifying and Pacing of Essential Skills, Student Engagement (Cognitive and Active), Professional Development in Rigor, small group instruction to focus on core instruction and utilize WIN time for even more targeted reteaching, increase intervention and extension opportunities with emphasis on specific skills using iReady.

Math - PLC Practices, small group instruction, spiral review, student engagement, reteaching/extension cycle within core instruction, enrichment/extension opportunities after school, increase use of DOK 3 questioning and tasks, increase intervention and extension opportunities with emphasis on specific skills using iReady, PD through math coaching, consistent schoolwide math block to include fluency, application, and concept development.

Data Used to Form this Goal:

CAASPP overall ELA 48% and Math 33% (below state overall average of 51% in ELA and 39% in Math) and similar schools data (in top decile in the state for both reading and math among similar schools 80% or higher low SES status, top ELA score in the county, in top 3 in Math in the county)

District assessments, including iReady data

ELPAC

Reclassification rates

Grade Level Formative Assessments

Findings from the Analysis of this Data:

2018-19 Goal 1 - Increase from 47% to 52% met/exceeded (ELA)

Met? - No

2018-19 Goal - Increase from 39 to 45% met/exceeded (Math)

Met? - No

Proficiency rate on CAASPP rose 1% in ELA and declined 6% in Math.

CAASPP ELA scores are highest in the county among similar schools (80% or higher low SES)

CAASPP Math scores are in the top 3 in the county among similar schools (80% or higher low SES)

Literably data from 18-19 to 19-20: number of students that were proficient or above increased (as measured by Tri 2 19-20 administration).

How the School will Evaluate the Progress of this Goal:

CAASPP results, District Trimester Benchmark Assessments, Common formative assessment data

Assessments results throughout the year will show an increasing number of students reaching proficiency on team common formative assessments and Unit or Module assessments.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Professional Development in Depths of Knowledge/Webbs Cognitive Rigor Matrix	Provide ongoing PD through on-site trainings and outside workshops, conferences, etc. 1x monthly Sept. - June	Principal, Coach	materials, training, consultants	4000-4999: Books And Supplies	TSSP	1,000
				5800: Professional/Consulting Services And Operating Expenditures	TSSP	1,000
Continue Common Core Planning Time-Additional planning time, including planning sessions with coaches	throughout the year	Principal, Coach	substitute pay	1000-1999: Certificated Personnel Salaries	TSSP	3,000
				3000-3999: Employee Benefits	TSSP	200
Focus on instruction of the California State Standards (CSS) in ELA/ELD and Math using a variety of DOK levels of tasks and questioning.	Plan and deliver instruction of the essential standards from the CSS for the grade.	Principal, Coach, Teachers				
Instructional Leadership Team- group of teacher representatives to work with the principal to develop and	monthly	Principal, Instructional Leadership Team	hourly rate	1000-1999: Certificated Personnel Salaries	TSSP	2600

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
monitor core school-wide instructional strategies (in the areas of priority standards and skills, assessment, teacher math competency, pedagogy, differentiation, collaboration for a guaranteed and viable curriculum)			benefits	3000-3999: Employee Benefits	TSSP	400
Response to Instruction - WIN Time. Intervention and enrichment of targeted skills taught in core literacy instruction the previous month as well as remediation of foundational ELA skills. Win groups cycle 8 to 12 times a year depending on the specific grade level. Groupings are determined by analysis of common formative assessments and benchmark assessments in the grade level. Students attend STEAM lessons when not in RTI/WIN. After School Programming	Offer before and after school enrichment and tutoring – Ongoing Nov. 2020-May 2021	Intervention Teachers, Principal	Supplies for tutoring and enrichment	4000-4999: Books And Supplies	TSSP	2,000
		Principal	wages for tutoring	1000-1999: Certificated Personnel Salaries	TSSP	4,000
		Principal, Staff				
Student goal setting – all year, weekly sessions	Ongoing - Aug '18 - June '20	Principal, Coach, and Teachers	Substitute costs - TSSP	1000-1999: Certificated Personnel Salaries		1,000
Student Progress Review Meetings- to review benchmark and common formative assessment data and iReady diagnostic and instructional progress.	Conduct sessions each trimester with grade level teams	Principal and grade level teams	Professional Development costs	5000-5999: Services And Other Operating Expenditures		500
Common Formative Assessments frequently and consistently and	Create team google doc to record all assessments, including CFA's Aug	Principal, Staff				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
record results on team google doc for analysis	2020-June 2021 Attend training on common formative assessment development					
Variety of assemblies and classroom presentations	Purchase replacement devices as necessary Headphones, licenses, tablets	Principal, Teachers		4000-4999: Books And Supplies		1000
Classroom equipment and software licenses		Principal	Services	5000-5999: Services And Other Operating Expenditures		
fees for after school enrichment activities		Principal		5000-5999: Services And Other Operating Expenditures None Specified	After School Enrichment	3060
Ongoing teacher coaching in using a variety of components from Benchmark Advance and Eureka Math	Aug 20 - June 21	Instructional Coach and math coaching through the county office				
Additional Instructional Coach	Aug 20-June 21	Principal	salary	1000-1999: Certificated Personnel Salaries	Title I	84265
			benefits	3000-3999: Employee Benefits	Title I	29888
Additional manipulatives for students to use at home during distance learning	Aug. 2020-May 2021	Principal	materials	4000-4999: Books And Supplies	School Allocation	2000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Materials and Supplies - for distance learning and in-person learning, includes copier costs	Aug. 2020	Principal	materials, copying	4000-4999: Books And Supplies	School Allocation	23010
Implement new or revised strategies based on review and revision of plan and resources	Oct 2020 – June 2021	Principal, Coach, Teachers				
Implement IReady Reading and iReady Math to provide instruction for all levels of achievement and to guide ongoing instruction.	Sept. 2020-June 2021	Principal, Coach, Teachers	District Funded			
Increase inquiry based instruction in enrichment group of each Win cycle	Sept. 2020- June 2021	Grade Level Teams and RTI teachers				
Emphasis on math discourse to promote deep conceptual understanding and academic language practice opportunities.	Aug 2020 - June 2021	Coaches and Teachers				

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Closing the Achievement Gap
LEA/LCAP GOAL:
Goal 2: Increase achievement for all students and accelerate learning outcomes for English Language Learners, low-income students, and other target groups to close the achievement gap.
Strategic Plan
Goal 2: Achievement gaps will be eliminated for all student groups in all areas.
SCHOOL GOAL #2:
CASTRO Goal 2: Closing the Achievement Gap: Increase achievement for all students and accelerate learning outcomes for English Language Learners, low-income students, and other target groups to close the achievement gap. <ul style="list-style-type: none">• By June 2021, there will be a 10% reduction in the number of students meeting criteria for At-Risk of LTEL status.• By June 2021, the percentage of RFEP students meeting/exceeding standard will increase 2 percentage points from 80 to 82% in ELA and 6 percentage points from 56 to 62% in Math.• By June 2021, the percentage of low SES students meeting or exceeding standard will increase 6 percentage points from 44% to 50% in ELA and from 29% to 35% in Math.• By June 2020, the percentage of ELs meeting/exceeding standards will increase 6 percentage points from 16% to 22% in ELA and 8 percentage points from 12% - 20% in Math
Key Strategies: Sheltered Instruction Observation Protocol (SIOP) strategies consistently used during core instruction, RTI, personalized math support math using iReady, additional instructional opportunities before or after school, teacher PD through math coaching
Data Used to Form this Goal:
CAASPP results Spring 2019 District assessments ELPAC Reclassification rates At-Risk of LTEL data- decrease from 38 students in 2018-19 to 29 students in 2019-20

Findings from the Analysis of this Data:

Met? - ELA - No. The percentage of English Learners meeting/exceeding standard in ELA increased by 1%.

Math - No. The percentage of English Learners meeting/exceeding standard in Math decreased by 1%

Proficiency rate for Hispanic and SED rose for ELA from 2017-2018

Reclassification rate increased slightly.

How the School will Evaluate the Progress of this Goal:

Subgroup data for common formative assessments, benchmark assessments and state assessments.

All teachers will consistently be implementing small group instructional strategies in ELA and Math and implementing iReady ELA and iReady Math.

By June 2021 all grades will have completed 8 WIN cycles for RTI.

WIN groups formed and implemented by Aug. 2020

Formative assessment used to assess ELD progress.

CFA Results google docs

Opportunities for AT-Risk of LTEL students to attend tutoring

Students at all levels of achievement will experience instruction at all 4 DOK levels.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Before and After School Tutoring opportunities by teachers and by outside organizations.	Oct. 2020 - June 2021	Principal	outside agency cost	5000-5999: Services And Other Operating Expenditures	TSSP	3000
Use Learning A-Z for RTI and small groups during core instruction	Oct. 2020-June 2021		Teacher Hourly rate for afterschool tutoring	1000-1999: Certificated Personnel Salaries	TSSP	2350
Implement new or revised strategies based on review and revision of plan	Oct. 2020-June 2021					

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
<p>Increase use of a variety of SIOP features throughout the day. Feature 8: Links Explicitly Made Between Past Learning and New Concepts including systematic spiral review in ELA and Math</p> <p>*Features 9: Key Vocabulary Emphasized (Introduced, Written, Repeated, and Highlighted for Students to See)</p> <p>Feature 2: Language Objectives Clearly Defined, Explained and reviewed with students.</p> <p>Feature 4: Supplementary Materials Used to a High Degree, Making the Lesson Clear and Meaningful</p> <p>Feature 8: Links Explicitly Made Between Past Learning and New Concepts including systematic spiral review in ELA and Math</p> <p>Feature 9: Key Vocabulary Emphasized (Introduced, Written, Repeated, and Highlighted for Students to See)</p> <p>Feature 12: A Variety of Techniques Used to Make Content Clear: Intensive use of visual supports and graphic organizers</p> <p>Feature 14: Scaffolding Techniques</p> <p>Feature 15: Questions or Tasks That Promote Higher Order Thinking Skills</p> <p>Feature 16: Frequent Opportunities for Interaction and Discussion Between Teacher/Student and Among Students</p> <p>Feature 17: Grouping Configurations Support Language and Content Objectives of the Lesson</p>	<p>PD in SIOP and ongoing feedback through admin walkthroughs, coaching, instructional rounds</p> <p>November 2020 - June 2021</p>	Principal, Coaches	Training Materials	4000-4999: Books And Supplies	TSSP	900

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Feature 18: Wait Time for Student Responses Consistently Provided						
Provide additional instruction in English language acquisition for newcomers before or after school	Jan. 2021	May 2021	wages	1000-1999: Certificated Personnel Salaries	TSSP	3600
				3000-3999: Employee Benefits	TSSP	400
All benchmark and Common Formative Assessments data will be disaggregated by EL , low SES, and SWD for analysis and action planning.	Aug 2020 - May 2021	Principal, Coaches, Grade level teams				
Student Data and Progress Review meetings will be held each trimester with Principal, Coaches, and Grade Level Teams using iReady data, common formative assessment data, and benchmark data.	Nov, January, March	Principal, Coaches, Grade Level TEams	substitute costs or hourly cost	1000-1999: Certificated Personnel Salaries	TSSP	2,000
				3000-3999: Employee Benefits	TSSP	300
Create mixed grade groupings based on language proficiency (4th-5th) for ELD to provide groups more targeted to language level	Jan. 2021 - May 2021	Principal, 4th and 5th grade teams				
Professional Development in stages of language acquisition and in identifying language-specific errors vs concept errors	PD during staff meetings	Principal, EL Dept. Principal, Coach,				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
<p>Consistent and effective use of Benchmark Advance ELD materials during designated ELD period.</p> <p>Fluid ELD groupings throughout the year</p>	<p>Student progress in language acquisition is reviewed each trimester to determine if placement change is warranted.</p> <p>Nov. 2020-June 2021</p>	<p>Teachers</p> <p>Teachers, Principal</p> <p>Principal, Staff</p>				
<p>Professional development in differentiation for IEP, 504 and SST students ,advanced learners, for the needs of students of low SES.</p> <p>PD in NGSS hands-on academic experiences through Discovery Education</p>	<p>ongoing</p> <p>Aug. 2020 - June 2021</p>	<p>Principal, Coaches, SPED staff</p> <p>Principal</p> <p>Principal, STEAM teacher</p> <p>Principal, Staff</p>	Materials	4000-4999: Books And Supplies	TSSP	1000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
		Principal				
Purchase site software licenses for enrichment and remediation programs	Aug 2020-June 2021	Principal	license	4000-4999: Books And Supplies	TSSP	5000
Targeted tutoring for students who are Level 3 on ELPAC to support reclassification	Jan. - June 2021	Principal	wages	2000-2999: Classified Personnel Salaries	TSSP	1000
	each trimester	Principal				

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Human Capital
LEA/LCAP GOAL:
Goal 1: Ensure that all students have access to equitable conditions of learning by providing and investing in highly qualified teachers, leaders, and staff; well-maintained facilities and equipment; and standards-aligned instructional materials and resources in a fiscally responsible manner.
Strategic Plan
Goal 4: Mountain View Whisman School District will invest in teachers, leaders and staff to ensure we are the place talented educators choose to work.
SCHOOL GOAL #3:
CASTRO Goal 3: All teachers will receive instructional coaching and PD in effective strategies and technology for distance learning: instructional coaching 3-4 x per month and PD monthly. Key Strategies: Instructional coaching, PD in effective practices in instructional delivery via online sessions, PD in technology platforms, observations of and collaboration with other sites
Data Used to Form this Goal:
Distance Learning is new to all teachers and all report the need for additional professional development in best practices.
Findings from the Analysis of this Data:
How the School will Evaluate the Progress of this Goal:
Review weekly collaboration notes. Records of PD attended. Classroom observations Student academic progress

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
<p>PD in PLC foundation principles/core tenets, including new staff-PD in Common formative assessment, RTI, using data, guaranteed and viable curriculum – 1x monthly at staff meetings,</p> <p>Additional Collaboration time for each grade level team</p>	<p>Aug. 2020 - June 2021</p> <p>Additional 1 hour weekly or bi-monthly</p>	<p>Principal, Coach</p> <p>Principal, Grade Level Teams</p>	hourly	1000-1999: Certificated Personnel Salaries	Donations - General	1000
<p>Virtual Peer Visitations to observe distance learning within Castro</p> <p>Virtual School Visitations to observe distance learning at other schools</p> <p>Virtual Instructional Rounds</p> <p>Implement new or revised strategies based on review and revision of plan</p>	<p>Schedule Peer visitations monthly</p> <p>Schedule school visitations quarterly for various teams</p> <p>Schedule each trimester</p> <p>Each teacher will participate in real-time coaching 3-4 x each month</p> <p>Oct. 2020 – June 2021</p>	<p>Principal, Coach</p> <p>Principal</p> <p>Principal</p> <p>Principal, Coach</p> <p>Principal, Staff</p>	<p>Substitute costs for peer visitations and school visitations</p>	<p>1000-1999: Certificated Personnel Salaries</p> <p>3000-3999: Employee Benefits</p>	<p>TSSP</p> <p>TSSP</p>	<p>6,000</p> <p>800</p>
PD in Depths of Knowledge (DOK) in effective questioning and task	PD in applying DOK to questioning,	Principal, Coach	professional development materials	4000-4999: Books And Supplies	TSSP	2,000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
development and developing rigorous assessments.	lesson activities, and assessments		Substitute costs	1000-1999: Certificated Personnel Salaries	TSSP	2,000
I						

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Inclusive and Supportive Environment
LEA/LCAP GOAL:
Goal 4: Ensure a safe, healthy, and respectful District and school environment to increase engagement, involvement, and satisfaction of students, staff, parents, and community members.
Strategic Plan
Goal 3: Build engaging and positive interactions among students, staff, parents and the community ensuring that everyone will feel welcomed and included in the educational process.
SCHOOL GOAL #4:
CASTRO Goal 4 Inclusive and Supportive School Environment: By June 2021, the average student participation and engagement rate for the school will be at or above 95% during distance learning or hybrid learning models. By June 2021, suspensions will be fewer than 3. By June 2021, there will be a 19 percentage point increase (from 71% - 90%) of 4th and 5th grade students, who agree or strongly agree that the adults in the school care about their success, as measured by the annual LCAP survey. Key Strategies: Positive Behavior Interventions and Supports (PBIS) strategies, structured playground schedules and expectations, individual support for students with attendance and engagement challenges, direct instruction in socio-emotional learning strategies using ToolBox, additional At-Risk Supervisor, SCEF parent support and education, Socio-Emotional and Behavior Team.
Data Used to Form this Goal:
Survey of students from LCAP 2019-2020 Attendance rates from 2019-2020 Discipline data from 2019-2020
Findings from the Analysis of this Data:
Attendance: By June 2020 the average attendance for the school was 96.08%. Attendance has remained steady for several years.
How the School will Evaluate the Progress of this Goal:
Student LCAP surveys – March 2021 Attendance and participation rates monthly

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
<p>School-wide Incentive system - "caught being good" system of Dolphin Tickets to be used by yard duty and office personnel (during in-person learning)</p> <p>Virtual weekly Dazzling Dolphin recognition in classroom</p> <p>Individual meetings with families of students who are experiencing attendance and/or participation challenges, following the Tiered Re-engagement plan</p> <p>Incentive for Academic Achievement - growth on iReady</p>	<p>Align with the 4 school values, 12 Toolbox tools</p> <p>Sept. 2020. - June 2021</p> <p>as needed</p>	<p>Principal, SEL and Behavior Committee</p> <p>Principal, Parent Lead</p> <p>Principal</p> <p>Principal, Staff</p>	Materials	4000-4999: Books And Supplies	TSSP	2,000
Pupil Supervisor Training - schoolwide expectations, project cornerstone themes, prevention strategies, schoolwide incentive system (if in-person learning)	At monthly pupil supervisor meetings	Principal	Materials	4000-4999: Books And Supplies	TSSP	500
			wages	2000-2999: Classified Personnel Salaries	TSSP	2000
Teachers will keep track of attendance in real-time throughout the day; A designated support staff member for each grade checks the document throughout the day and calls home to make sure students get connected, back on-task, etc.	daily	Principal, support staff				
Consistent system of communication between classrooms for ELD,	Aug. 2020-June 2021	All teachers				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
WIN/RTI Literacy, Science, P.E.						
Class Meetings each morning to support a positive classroom climate	Aug 2020-June 2021	Classroom teachers				
SEL Toolbox curriculum materials	Nov. 2020	Principal, SEL Committee	materials	4000-4999: Books And Supplies	Donations - General	1000
PD in tiers of consequences to ensure consistency across all classrooms and school-wide.	August 2020 - May 2021	Principal, SEL and Behavior Committee	hourly rate	1000-1999: Certificated Personnel Salaries	TSSP	1,000
SEL and Behavior Team to develop and monitor school-wide practices	August 2020 - May 2021	Principal, SEL and Behavior Committee	hourly costs	1000-1999: Certificated Personnel Salaries	TSSP	4000
				3000-3999: Employee Benefits	TSSP	500
Supporting families with basic needs, collaborate with partner agencies and organizations	August 2020-May2021	Principal, SCEF				
School Counselor - Teachers work with the school counselor to develop individual support plans in response to chronic absences and/or lack of participation. counselor provides emotional and social skills support to students individually and in small groups, coordinates services with community agencies	August 2020 - June 2021	Principal, Counselor	salary	1000-1999: Certificated Personnel Salaries	Title I	74,074
				3000-3999: Employee Benefits	Title I	22,118
Additional At-Risk Supervisor - support families and students with attendance and engagement, support target groups and target students to increase academic success and support positive behavior	August 2020 - June 2021	Counselor, At-Risk Supervisor, Principal	salary	2000-2999: Classified Personnel Salaries	Title I	50,276
				3000-3999: Employee Benefits	Title I	32,370
Additional Clerk hours to support parent needs and supplemental programs for at-risk students	August 2020-June 2021	Principal	salary	2000-2999: Classified Personnel Salaries	Title I	10,855
				3000-3999: Employee Benefits	Title I	9060

Planned Improvements in Student Performance

School Goal #5

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Parent Engagement
LEA/LCAP GOAL:
Goal 4: Ensure a safe, healthy, and respectful District and school environment to increase engagement, involvement, and satisfaction of students, staff, parents, and community members.
Strategic Plan
Goal 3: Build engaging and positive interactions among students, staff, parents and the community ensuring that everyone will feel welcomed and included in the educational process
SCHOOL GOAL #5:
CASTRO Goal 5: In 20-21 an average of 20 parents will attend each meeting (ELAC, Principal's Coffee) At least 80% of each classroom will attend Back to School Night, Parent/Teacher conferences, Open House Key Strategies: School Community Engagement Facilitator (SCEF), outreach through PTA, SSC, and ELAC, At-Risk Supervisor target contacts, family recognition, use of virtual meetings
Data Used to Form this Goal:
Parent sign in sheets from meetings and activities (individual meetings as well as school meetings)
Findings from the Analysis of this Data:
2018-19 Goal: By June 2019, 80% of all families will have attended five or more school events as measured by parent sign in records. Met? Yes 80% of families attended five or more events.
How the School will Evaluate the Progress of this Goal:
Mid-year review of cumulative data (ongoing google doc maintained)

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Inclusive ELAC and School Site Council meetings, monthly	Monthly meetings, interpreted		materials and supplies	4000-4999: Books And Supplies	Parent Engagement (PIQE/FEI/PU)	5261
	Personal outreach	Principal, SLS				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Recognition event for parent participation - Five Star Families Parent Trainings scheduled through partnerships with community agencies and organizations.	to families of all languages	Coordinator, SCEF	trainings	5000-5999: Services And Other Operating Expenditures	Parent Engagement (PIQE/FEI/PU)	23,000
			Substitute Costs	1000-1999: Certificated Personnel Salaries	Donations - General	2,500
			Certificated Hourly rate	1000-1999: Certificated Personnel Salaries	Donations - General	1800
Family Math and Technology Nights	Jan and March	Grade Level Teachers	wages	1000-1999: Certificated Personnel Salaries	Donations - General	1,000
				1000-1999: Certificated Personnel Salaries	School Allocation	1000
SCEF hold quarterly orientation meetings with Newcomer families.	Aug. 2020-June 2021	SCEF	hourly rate	2000-2999: Classified Personnel Salaries	TSSP	500
Maintain current and engaging website and Facebook pages	ongoing	Principal				
Principal Coffees to support parent understanding of iReady reports, ELPAC reports, report cards, Google classroom and SeeSaw	6 x per year	Principal, SCEF, At-Risk Supervisor				
Increase communication re student progress through Google Classroom and SeeSaw, iReady parent reports	Ongoing	All teachers				
Analyze data from benchmarks, observations, and feedback and revise plan as needed	Ongoing	Principal, Teachers, School Site Council				
Parent Training in Reclassification criteria and strategies for home support	Each trimester	Principal, Coach	hourly	1000-1999: Certificated Personnel Salaries	TSSP	300
				3000-3999: Employee Benefits	TSSP	50
Training in the Toolbox Curriculum (SEL) and how to apply the tools at	each trimester	Principal				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
home, collaboration with Landels						
Emphasis on cultural awareness and competence for both staff and students, including collaboratiion with district equity coach.	ongoing	Principal	materials	4000-4999: Books And Supplies	Donations - General	200
			presentations and assemblies	5000-5999: Services And Other Operating Expenditures	Donations - General	500
Provide option of virtual meetings to increase convenience for parents	ongoing	Principal				

Summary of Expenditures in this Plan

Total Allocations and Expenditures by Funding Source

Total Allocations by Funding Source		
Funding Source	Allocation	Balance (Allocations-Expenditures)
School Allocation	26,010	0.00
TSSP	55,400	0.00
After School Enrichment	3,060	0.00
Parent Engagement (PIQE/FEI/PU)	28,261	0.00
Title I	312,906	0.00

Total Expenditures by Funding Source	
Funding Source	Total Expenditures
	2,500.00
After School Enrichment	3,060.00
Donations - General	8,000.00
Parent Engagement (PIQE/FEI/PU)	28,261.00
School Allocation	26,010.00
Title I	312,906.00
TSSP	55,400.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	197,489.00
2000-2999: Classified Personnel Salaries	64,631.00
3000-3999: Employee Benefits	96,086.00
4000-4999: Books And Supplies	46,871.00
5000-5999: Services And Other Operating Expenditures	30,060.00
5800: Professional/Consulting Services And Operating	1,000.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
1000-1999: Certificated Personnel Salaries		1,000.00
4000-4999: Books And Supplies		1,000.00
5000-5999: Services And Other Operating		500.00
5000-5999: Services And Other Operating	After School Enrichment	3,060.00
1000-1999: Certificated Personnel Salaries	Donations - General	6,300.00
4000-4999: Books And Supplies	Donations - General	1,200.00
5000-5999: Services And Other Operating	Donations - General	500.00
4000-4999: Books And Supplies	Parent Engagement (PIQE/FEI/PU)	5,261.00
5000-5999: Services And Other Operating	Parent Engagement (PIQE/FEI/PU)	23,000.00
1000-1999: Certificated Personnel Salaries	School Allocation	1,000.00
4000-4999: Books And Supplies	School Allocation	25,010.00
1000-1999: Certificated Personnel Salaries	Title I	158,339.00
2000-2999: Classified Personnel Salaries	Title I	61,131.00
3000-3999: Employee Benefits	Title I	93,436.00
1000-1999: Certificated Personnel Salaries	TSSP	30,850.00
2000-2999: Classified Personnel Salaries	TSSP	3,500.00
3000-3999: Employee Benefits	TSSP	2,650.00
4000-4999: Books And Supplies	TSSP	14,400.00
5000-5999: Services And Other Operating	TSSP	3,000.00
5800: Professional/Consulting Services And	TSSP	1,000.00

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	158,923.00
Goal 2	19,550.00
Goal 3	11,800.00
Goal 4	209,753.00
Goal 5	36,111.00

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Theresa Lambert	X				
Jennylyn Fung		X			
Kaitlin Chernikoff		X			
Ana Maria Sanchez		X			
Kristen Calderon			X		
Nelly Gomez				X	
Rosalie Garcia				X	
Jonathan Pettey				X	
Lizbeth Velasco				X	
Martha Cortes				X	
Numbers of members of each category:	1	3	1	5	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

ELAC Membership

Name of ELAC Member	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Audocia Ruiz, President				X	
Imelda Ayon Aguirre , Vice President				X	
Anai Juarez, Secretary				X	
Theresa Lambert	X				
Gissel Alapisco, School Counselor			X		
Kristen Calderon, Engagement Facilitator			X		
Numbers of ELAC Members of each category:	1	0	2	3	

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s) to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

X English Learner Advisory Committee

Audocia Ruiz

Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on Oct. 28, 2029.

Attested:

Theresa Lambert

Typed Name of School Principal

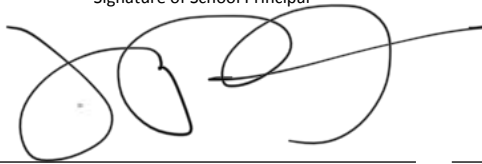


Signature of School Principal

Date

Jonathan Pettey

Typed Name of SSC Chairperson



Signature of SSC Chairperson

Date

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Review of Solar Structure Locations (10 minutes)

Estimated Time: 10 min

Person Responsible: Rebecca Westover, Ed.D., Chief Business Officer

Background:

On October 22, 2020 the Board approved the Energy Services Contract with Engie to install the solar facilities across the District. This presentation outlines the planned locations of the solar structures based on District and community feedback.

Fiscal Implication:

None

Recommended Action:

No action recommended.

ATTACHMENTS:

Description	Type	Upload Date
Solar Location Presentation	Backup Material	11/12/2020

Inspire, Prepare, Empower Solar Program



Tonight's Agenda



- Review of Solar Structure Types
- Review of Solar Locations



Overview: Program Pillars



- Generate substantial and sustained **general fund savings** (~\$500,000)
- **Modernize District's facilities** and campuses with advanced technology
- **Reduce the District's carbon footprint** while improving 21st century campuses for learning and achievement
- Empower the District's STEAM efforts through **project-based learning** opportunities for students
- Create **local green jobs**



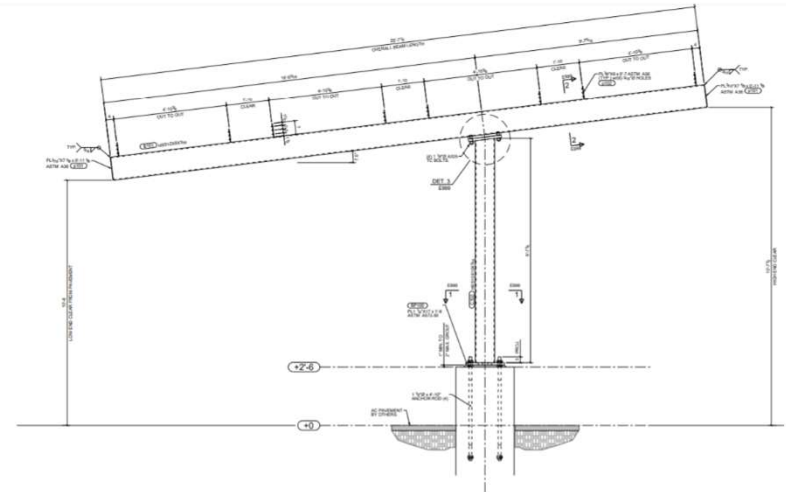
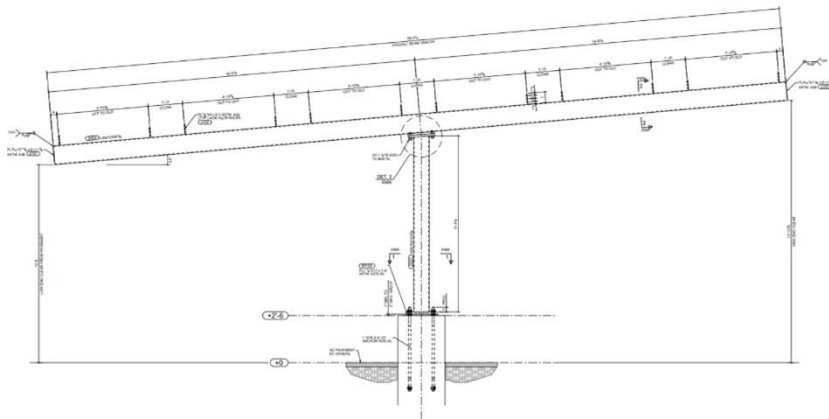
Solar Design Considerations All Sites



- Solar Photovoltaics
 - Prioritize shade structures and equity across sites
 - Consider Principal, staff, and community feedback
 - Maximize energy cost savings (optimal size, orientation)
 - Avoid hazards (e.g. baseballs) and shading from buildings and trees
- Electric Vehicle charging at each site



Sample Structural Designs



Bubb Elementary



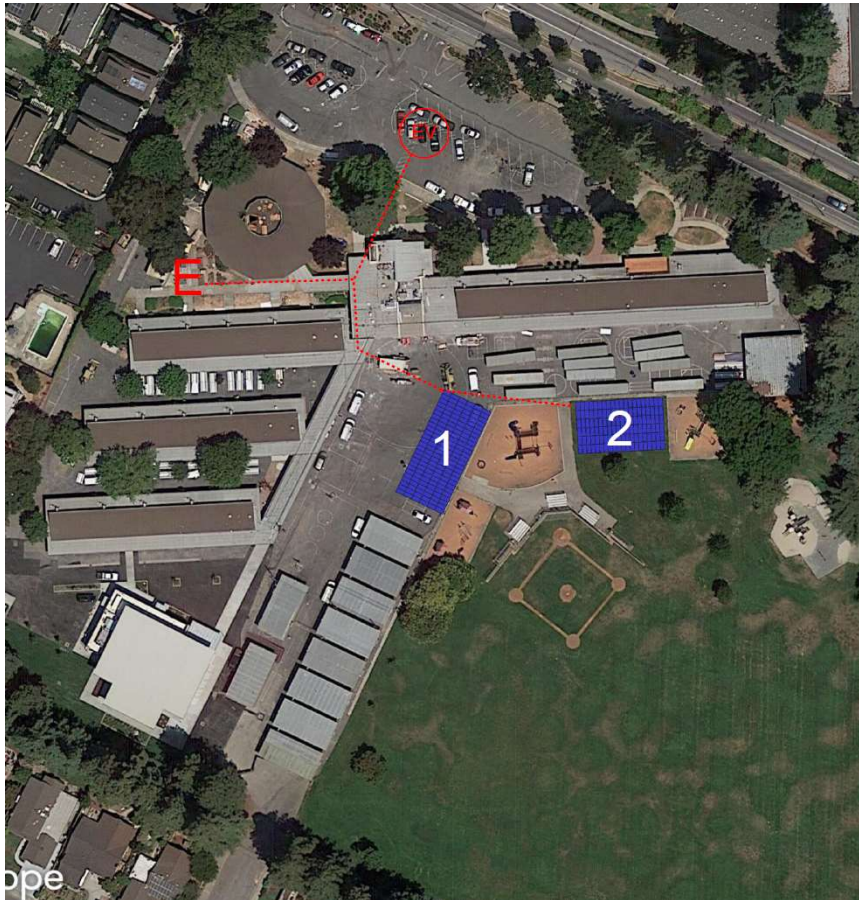
- Site Feedback
 - Did we consider roof and parking?
 - Will new landscaping be required under the arrays?
 - Can the two arrays be closer to each other, or rotated?
 - Can we cover the playground?
- Design Considerations
 - Portables in image at left removed.
 - Array 2 moved to preferred location by site feedback.
 - Distance from baseball diamond

Crittenden Middle

- Site Feedback
 - Concern about appearance and light for neighbors.
 - Concern about impact on future site changes.
 - Requested removal of courtyard array.
- Design Considerations
 - Future site options



Landels Elementary



- Site Feedback
 - Were other locations considered?
 - Can lunch area be under canopy?
 - Will grass grow under canopy?
 - Will they be damaged in an earthquake?
 - Will there be enough space for gym class still?
 - Will there be EV charging?
 - Will the ground under Array 2 be sloped or flat?
- Design Considerations
 - Distance from baseball diamond

Huff Elementary

- Site Feedback
 - Will it look like MV High School parking lot?
 - When will this be completed? (Noise during learning.)
 - Will there be areas fenced off during construction?
 - Will there be seating underneath?
 - Will the tetherball courts near Array 2 be removed?
 - How are the panels cleaned?
 - Will the columns be in the way of playing?
- Design Considerations
 - Portables in image at right removed
 - Distance from baseball diamond



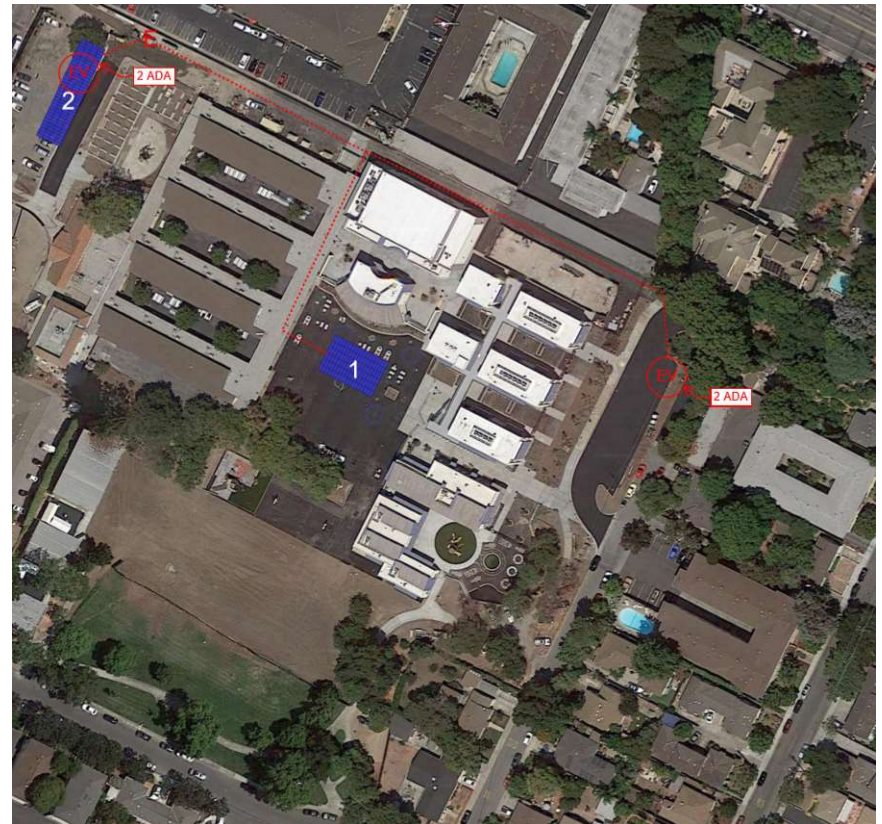
Graham Middle



- Site Feedback
 - Will construction happen during school?
 - What are the ongoing maintenance costs and requirements?
 - Where will the EV chargers be? (Under Array 2)
- Design Considerations
 - Future site options
 - Distance from baseball diamond

Mistral/Castro Elementary

- Site Feedback
 - Oak Elementary in Los Altos has similar structures
 - Can the arrays serve as outdoor seating?
- Design Considerations
 - Array 1 to be shared space for both campuses
 - Each campus lot will have EV charging



Monta Loma Elementary



- Site Feedback
 - Why were these locations selected?
 - C1 area used for emergency meeting point
 - Impact on basketball court
 - Can there be an array in front of the office?
 - Can C1 be moved to a rooftop?
- Design Considerations
 - Options limited by baseball, shade from trees and distance to buildings

Stevenson Elementary & District Office

- Site Feedback
 - What are the dimensions of the canopies?
 - How is the size determined?
 - Is the canopy portable?
 - Will the C1 structure shade the building to the North? The MUR?
 - Will play balls damage the panels?
- Design Considerations
 - Energy shared between school and DO
 - Constrained by distance to buildings
 - Design updated for principal and parent feedback



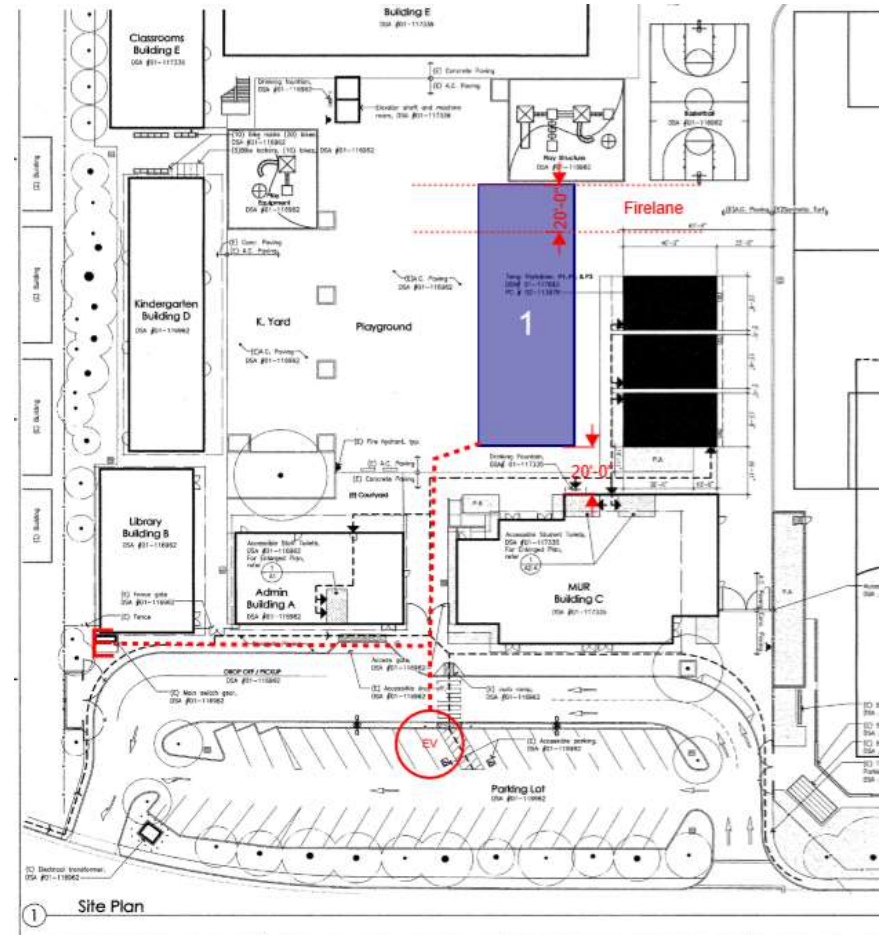
Theuerkauf Elementary



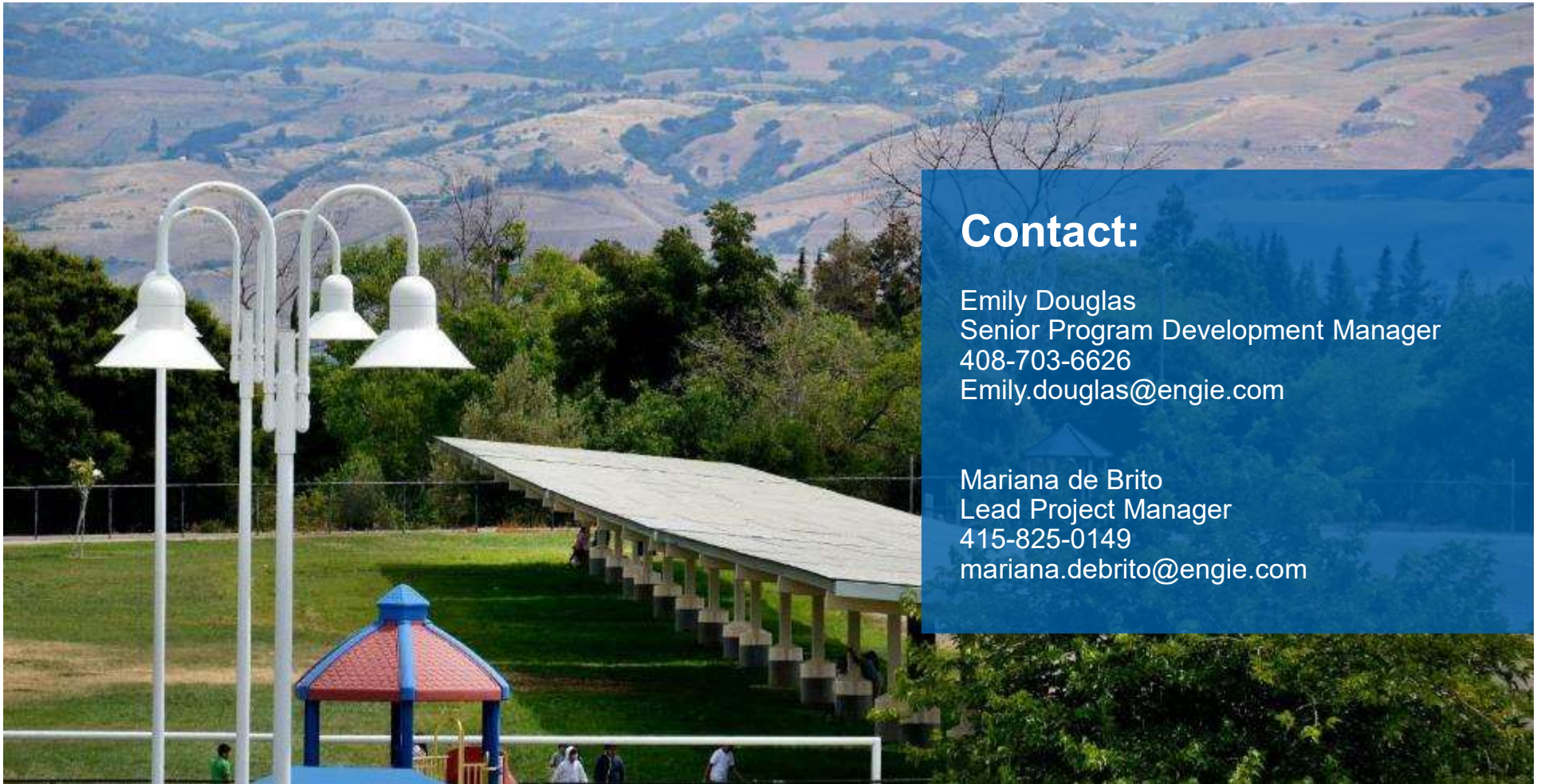
- Site Feedback
 - Why more panels than Stevenson?
 - Why no arrays on the upper building?
 - Can there be shade near the play structure or the portables?
 - Can there be a canopy in the pick-up area?
- Design Considerations
 - Shading from trees in courtyard and parking lot
 - Distance from baseball diamond

Vargas Elementary

- Site Feedback
 - How tall are the canopies?
 - How many shade structures will there be in the blacktop area?
 - Who will be able to use the EV charging stations?
- Design Considerations
 - Limited space relative to energy usage



Thank You



Contact:

Emily Douglas
Senior Program Development Manager
408-703-6626
Emily.douglas@engie.com

Mariana de Brito
Lead Project Manager
415-825-0149
mariana.debrito@engie.com

Overview: Process to Date



Partner Selection

- ✓ Development of RFP
- ✓ Solicitation of Proposals from Solar Companies
- ✓ Review Proposals
- ✓ Selection of ENGIE as Solar Partner

Project Development

- ✓ Site Audits and Design
- ✓ Proposed Project Layouts, Site & Community Meetings
- ✓ Competitive Bidding for Materials and Labor
- ✓ Approve Energy Services Agreement

Implementation

- Notice to Proceed
- Final Engineering and DSA Approval
- Construction
- Ongoing Savings, PR, O&M, M&V Services

Sample Playground Shade Canopies



Sample Playground Shade Canopies



Sample Parking Canopies



Sample Roof Mount



Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Distance Learning Update and Next Steps (30 minutes)

Estimated Time:

Person Responsible:

Swati Dagar

Interim Director of Curriculum, Instruction and Assessment

Background:

Staff will provide an update on Distance Learning based on a review of District metrics and information collected from recent focus groups.

Fiscal Implication:

None

Recommended Action:

None

ATTACHMENTS:

Description	Type	Upload Date
Distance Learning Presentation	Backup Material	11/13/2020



Mountain View
Whisman
School District

Distance Learning Update and Next Steps

November 19, 2020





Mountain View
Whisman
School District

Distance Learning

Guiding Principles



Keep employees and students safe



Be nimble and ready to deliver instruction in any of the Four Stages



Create high-quality, equitable learning environments for all students



Involve our community in solutions, planning and implementation

MVWSD plan informed by guidance from the California Department of Education, Santa Clara Public Health, Santa Clara County Office of Education, Centers for Disease Control, and Sacramento County Office of Education.

Distance Learning Review

- Review of metrics collected during the first months of Distance learning
- Stakeholder feedback was taken through focus group meetings to identify strengths and challenges
- Stakeholder group/ focus group identified from Spring 2020
 - Representation from all school sites
 - Administrator feedback session - October 20, 2020
 - Parent feedback session - November 2, 2020
 - Teacher, Staff feedback session - November 4, 2020
 - DELAC meeting - November 9, 2020 - invitation for feedback



Mountain View
Whisman
School District

Distance Learning Review and Feedback

Distance Learning Metrics

- i-Ready Diagnostic 1 data analysis indicates that all student cohorts made growth from Winter 2019 to Fall 2020
 - Data also indicates that there are opportunities for more targeted instructional supports for our 5th, 7th, and 8th graders in both Reading and Math
- Our ELs, SED, SWD, younger students need additional supports
- Initial review of Average Daily Attendance for all schools is positive. From August - October, ADA ranged from 93% - 99%
- Monthly technology incidents have decreased from 1,148 in August to 44 so far in November
- Thought Exchange Metrics - September 2020
 - 1510 participants
 - 2532 thoughts shared

What's Working

(Parent Feedback Focus Group and Thought Exchange)

- Structured instructional day (mirroring in-person school day) - combination of live, whole group, small group breakout sessions
- Parents feel more involved and engaged in their child's instruction - more aware of curriculum and day-to-day instructional activities
- Longer lunch period - break away from screen, time with family
- Consistency of teaching platforms - Google Classroom, Seesaw, Flipgrid
- Appreciate the teacher communication and responsiveness
- Digital literacy and technology use - Distance Learning is helping build some independence in students
- Some families like the asynchronous day
- Families appreciated that all students were provided with chromebooks
- Student feedback via Google Classroom or Seesaw is helpful

Some Challenges

(Parent Feedback Focus Group and Thought Exchange)

- Some students need more support - challenging tasks for higher performing students and some 1:1 time with teacher
- Social Emotional Health and Learning is a challenge - request for some additional social interactions
- Students with special needs require additional support from teachers
- Balancing homework in addition to all day in Zoom is a challenge for students and families
- Younger students get tired of being on Zoom through the day
- Asynchronous day is a challenge for some families

What's Working

(Teacher/Staff Feedback Focus Group and Thought Exchange)

- COVID - 19 safe continuity of learning and connection with students is appreciated
- Teachers/Staff appreciate the consistency of a structured day
- Small group instruction for elementary has been beneficial for student support
- Students' executive functioning - organizational skills - are improving
- More families engaged in child's learning
- Technology is becoming second nature even for teachers, staff that were not so comfortable with it earlier
- Teachers and students are somewhat adjusted to Distance Learning

Some Challenges

(Teacher/Staff Feedback Focus Group and Thought Exchange)

- Level of student engagement and focus through virtual lessons is not the same as in-person lessons
- Virtual instruction and assessment take longer
 - Teaching organization as well as content
- Workload is challenging
- Hands-on activities are tricky to do virtually
- Student connectivity issues sometimes lead to ‘losing’ students in class
- Balancing whole class engagement with differentiation for students continues to be a focus



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Looking Ahead

Looking Ahead

- The MVWSD Distance Learning Plan was created based on the feedback and input of stakeholders and what we learned from spring 2020
- Initial metrics and focus group feedback from this fall were generally positive
- Most students, staff and families are adjusting to the distance learning environment
- Parents want the focus to be on moving forward with reopening than refining current distance learning
- Data suggests some small changes/refinements can be made to continue to support staff and students

Adjustments

- Fine tune our virtual learning environments
 - Remove elementary Wednesday afternoon check-out
 - Encourage teachers to build additional opportunities for
 - 1:1 individualized time with teacher, based on student needs
 - Targeted small group instruction
- Provide additional strategies for student engagement
- Provide teachers with additional SEL resources
- Explore more opportunities for virtual social interaction
 - Lunch/ break social time



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Next Steps

Next Steps

- Fine tune and make small adjustments to current Distance Learning implementation
- Communicate refinements to stakeholders
- Continue to plan for school reopening
- Offer optional (socially distanced, in-person) activities for elementary students in partnership with Living Classroom and Rhythm and Moves
 - Develop opportunities for middle school students as appropriate
- Open support pods for identified students

Questions?

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: ITEMS FOR FUTURE AGENDAS

Agenda Item Title: Items for future agendas

Estimated Time:

Person Responsible:

Background:

- Informational presentation by Chief Bosel regarding our working relationship with the police department.

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 11/19/2020

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:

December 14, 2020

January 7, 2021

January 21, 2021

Fiscal Implication:

Recommended Action: