



Mountain View Whisman School District Board of Trustees - Regular Meeting

1400 Montecito Avenue
January 7, 2021
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: 983 4802 7408
Passcode: 952943
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 REAL PROPERTY NEGOTIATORS (Pursuant To Government Code section 54956.8):
 - 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant To Government Code section 54956.8):
 - Property: 325 Gladys Avenue, Mountain View, California
 - Agency Negotiator: Ayindé Rudolph, Superintendent; Rebecca Westover, CBO
 - Negotiating Parties: Google, Inc.
 - Under Negotiation: Price and terms of payment related to Master Joint Use Agreement.

IV. RECONVENE OPEN SESSION

- A. Closed Session Report

V. CONSENT AGENDA (5 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 December 14, 2020 Regular Board Meeting
- C. Contracts
 - 1. Contracts
- D. Award of Architectural Services Contract to Dreiling Terrones Architecture for the District Office Reconfiguration Project

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. Naming the Board Representative for the County Committee (10 minutes)

IX. REVIEW AND DISCUSSION

A. Mountain View Police Department Youth Service Unit Presentation (40 minutes)

B. Parcel Tax Oversight Committee (10 minutes)

X. BOARD UPDATES

XI. ITEMS FOR FUTURE AGENDAS

XII. Board Report Out (10 minutes)

XIII. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

January 21, 2021

February 4, 2021

March 4, 2021

March 18, 2021

XIV. 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.mwwsd.org).

2. **CELL PHONES:**

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3. **FRAGRANCE SENSITIVITY:**

Persons attending Board meetings are requested to refrain from using perfumes, colognes or any other products that might produce a scent or chemical emission.

4. **SPECIAL ASSISTANCE FOR ENGLISH TRANSLATION/INTERPRETATION:**

The Mountain View Whisman School District is dedicated to providing access and communication for all those who desire to attend Board meetings. Anyone planning to attend a Board meeting who requires special assistance or English translation or interpretation is asked to call the Superintendent's Office at (650) 526-3552 at least 48 hours in advance of the time and date of the meeting.

El Distrito Escolar de Mountain View Whisman esta dedicado a proveer acceso y comunicacion a todas las personas que deseen asistir a las reuniones de la Junta. Se pide que aquellas personas que planean asistir a esta reunion y requieren de asistencia especial llamen a la Oficina del Superintendente al (650) 526-3552 con por lo menos 48 horas de anticipacion del horario y fecha de esta reunion, para asi poder coordinar los arreglos especiales.

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 1/7/2021

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: 983 4802 7408

Passcode: 952943

There is no participant ID

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Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/7/2021

Agenda Category: CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant To Government Code section 54956.8):

Agenda Item Title: CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant To Government Code section 54956.8):

Estimated Time:

Person Responsible: Dr. Rudolph, Superintendent; Dr. Westover, Chief Business Officer

Background:

Property: 325 Gladys Avenue, Mountain View, California

Agency Negotiator: Ayindé Rudolph, Superintendent; Rebecca Westover, CBO

Negotiating Parties: Google, Inc.

Under Negotiation: Price and terms of payment related to Master Joint Use Agreement.

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/7/2021

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	12/18/2020

**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
Saule	Altun	Teacher		Huff		Leave of Absence	Maternity Leave	12/18/20	1/30/21	Approve	12/18/20	1/7/21
Jacklyn	Diaz	Teacher		Huff		Leave of Absence	Maternity Leave	1/19/21	6/4/21	Approve	1/19/21	1/7/21
Brittney	Geer	Teacher		Huff		Leave of Absence	Maternity Leave	1/4/21	2/19/21	Approve	1/4/21	1/7/21
Elizabeth	Gomes	Teacher		Monta Loma		Leave of Absence	Maternity Leave	1/11/21	6/4/21	Approve	1/11/21	1/7/21
Sheila	Martinez	Teacher		Graham		Leave of Absence	Maternity Leave	1/4/21	6/4/21	Approve	1/4/21	1/7/21
Colleen	McCullough	Teacher		Huff		Leave of Absence	Absence	1/4/21	6/4/21	Approve	1/4/21	1/7/21
Luz	Rico	Teacher		Mistral		Leave of Absence	CFRA	1/11/21	4/19/21	Approve	1/11/21	1/7/21
Samantha	Shellhammer	Teacher		Monta Loma		Leave of Absence	Unpaid Child Rearing Leave	1/11/21	6/4/21	Approve	1/11/21	1/7/21
Corrine	Mitchner	Communications Specialist		District Office	1.0000	New Hire					1/5/21	1/7/21
Manisha	Manix	Teacher		Castro		Resignation					6/4/21	1/7/21
Douglas	Miller	Teacher		Graham		Resignation					1/1/21	1/7/21
Kristi	Dees	Sp Ed IA		Castro	0.7500	Returning from LOA					1/4/21	1/7/21

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/7/2021

Agenda Category: Minutes

Agenda Item Title: Minutes for December 14, 2020 Regular Board Meeting

Estimated Time:

Person Responsible: Dr. Ayindé Rudolph, Superintendent

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes for December 14, 2020 Regular Board Meeting	Backup Material	12/18/2020



Mountain View Whisman School District Board of Trustees - Regular Meeting

1400 Montecito Avenue
December 14, 2020
6:00 PM

Dial in Phone Number: (669) 900 6833 (San Jose)
Meeting ID: 918 9122 4659
Passcode: 721769
There is no participant ID

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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 6:06 p.m.

A. Pledge

Superintendent Rudolph led the Pledge of Allegiance.

II. ORGANIZATIONAL MEETING

A. Roll Call

Present: Berman, Blakely, Chiang, Conley, Wheeler
Absent: None

B. Approval of Organizational Agenda

A motion was made by Devon Conley and seconded by Laura Blakely to approve the Organizational Agenda.

Ayes: Berman, Blakely, Chiang, Conley, Wheeler

C. Installation of Newly Elected Board Members

Dr. Rudolph administered the Oath of Office to newly elected trustees Laura Ramirez Berman, Christopher Chiang, and Laura Blakely.

D. Election of Officers

Ms. Blakely nominated Ms. Conley for President. The motion was seconded by Christopher Chiang. The motion passed unanimously.

Ms. Wheeler nominated Ms. Blakely for Vice President. The motion was seconded by Mr. Chiang. The motion passed unanimously.

Ms. Blakey nominated Ms. Berman for Clerk. The motion was seconded by Ms. Conley. The motion passed unanimously.

E. Board Representative Assignments

The Board of Trustees expressed interest in various committees that require Board representation.

F. Approval of Agenda

A motion was made by Laura Blakely and seconded by Laura Berman to approve the agenda, as presented.

Ayes: Berman, Blakely, Chiang, Conley, Wheeler

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

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

- Sandi Puett (Comment was meant for Community Comments section)

IV. CLOSED SESSION

The meeting was adjourned to Close Session at 7:02 p.m.

A. Potential Litigation

1. Legal advice re: Anticipated Litigation Significant exposure to litigation pursuant to subdivision (d)(2) of section 54956.9: One (1) potential case 2020050038
Significant exposure to litigation pursuant to subdivision (d)(2) of section 54956.9: 1 potential case

V. RECONVENE OPEN SESSION

The meeting was reconvened at 7:22 p.m.

A. Closed Session Report

Trustee President Conley reported that settlement agreement in OAH Case No. 2020050038 was approved by a unanimous vote. The settlement requires reimbursement/funding to students totaling 55,000 and fully resolves student's claims for the 2019-2020 and 2020-2021 school years.

VI. 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 Ellen Wheeler and seconded by Laura Blakely to approve all items on the Consent Agenda with the exception of item F.

Trustee Chiang requested pulling item F-Architectural services for the monument sign relocation.

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

- Sandi Puett

A motion was made by Trustee Blakely and seconded by Trustee Berman to approve the Award of Architectural Services Contract to Dreiling Terrones Architecture for the Vargas Elementary Monument Sign Relocation Project.

Ayes: Berman, Blakely, Conley, Wheeler

Noes: Chiang

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

1. Minutes for November 16, 2020 Special Board Meeting
2. Minutes for November 19, 2020 Regular Board Meeting
3. Minutes for April 2, 2020 Special Meeting
4. Minutes for April 18, 2020 Special Meeting
5. Minutes for March 13, 2020 Emergency Meeting

C. Contracts

1. Contracts

- D. Acceptance of Statement of Votes and Certificate of Election Results
- E. Graham School Book Discard
- F. Award of Architectural Services Contract to Dreiling Terrones Architecture for the Vargas Elementary Monument Sign Relocation Project
- G. Approval of a Renewed Contract with Quattrocchi Kwok Architects, Inc., in the Form of an Addendum to the Previous Agreement for Architectural Services for the Mistral Elementary School, Phase 4, Increment 3 Administration Renovation Project
- H. Slater Elementary School Increment 4 Project Change Order No. 2 – Rodan Builders, Inc.
- I. Slater Elementary School MUR, Increment 3 Project Change Order No. 3 – Rodan Builders, Inc.
- J. Slater Elementary School New Campus Increment 1 Project Change Order No. 6 – Rodan Builders, Inc.
- K. Notice of Completion – Rodan Builders - Vargas (Slater) Elementary School Increment 4 Project
- L. Notice of Completion – Rodan Builders - Vargas (Slater) Elementary School Increment 1 Project
- M. Approval of Payroll Reports and Accounts Pay Warrant List for Month of November 2020

VII. 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 mentioned that the Santa Clara County Commissioners recognized Priscilla Bogdanic, MVWSD's McKinney-Vento liaison, for the amount of work she has done with our students. The winter feeding program will begin, and encouraged all to practice the 3 W's; wash your hands, wear your mask, and watch your distance

VIII. COMMUNITY COMMENTS

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

- Sandi Puett

IX. REVIEW AND ACTION

A. Election to CSBA Delegate Assembly (10 minutes)

A motion was made by Christopher Chiang and seconded by Ellen Wheeler to elect Devon Conley to CSBA Delegate Assembly.

Ayes: Berman, Blakely, Chiang, Conley, Wheeler

B. 2020-2021 First Interim Budget Report (40 minutes)

A motion was made by Laura Blakely and seconded by Christopher Chiang to approve the 2020-2021 First Interim Budget Report.

Ayes: Berman, Blakely, Chiang, Conley, Wheeler

C. Budget Overview for Parents (30 minutes)

A motion was made by Laura Berman and seconded by Laura Blakely to approve the Budget Overview for Parents.

Ayes: Berman, Blakely, Chiang, Conley, Wheeler

X. REVIEW AND DISCUSSION

A. Walden West and NatureBridge Program Options 2020-21 (30 minutes)

Chief Academic Officer Cathy Baur provided an overview of potential virtual programs to replace the in-person programs 5th and 8th-grade students had at Walden West and NatureBridge.

XI. BOARD UPDATES

Trustee Wheeler:

1. Met separately for a walk with each of our two new school board members, Laura Ramirez Berman and Chris Chiang.
2. Moderated the regular bimonthly meeting of the education committee of the League of Women Voters of Los Altos-Mountain View Area.
3. Was a panelist on the MVWSD school board team of MVWSD's fun "Family Feud"-like Zoom game. (We were semi-finalists and lost to the great Graham Bears.)
4. Attended the December PTA Council meeting (all Zoom, no brunch).
5. Attended two ACSA Legislative Lunch meetings, including their specially arranged forum the day after Governor Newsom announced strict state lockdowns.
6. Attended the virtual Annual Education Conference of the California School Boards Association.
7. Attended the annual organization and business meeting of the Santa Clara County Office of Education committee on Districting as one of two members representing our supervisorial district.
8. Attended the December Challenge Team meeting where we were introduced to the

new Mountain View Police Department Chief, Chris Hseung.
9. Met with MVLA Trustee Fiona Walter for a walk.
10. Had my regular monthly 1:1 with Superintendent Rudolph.
All meetings were virtual unless noted.

Trustee Conley:

Reach Potential movement has partnered with our parents to provide a food pantry at the Mistral Castro Latham preschool site. Malia Perez was awarded an honor from the Santa Clara County Board of Supervisors for her outstanding community commitment.

XII. ITEMS FOR FUTURE AGENDAS

An item on the agenda for Board members to suggest possible items to cover on the board agenda.

XIII. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

January 7, 2021
January 21, 2021
February 4, 2021
March 4, 2021

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

The meeting was adjourned at 8:54 p.m.

NOTICES FOR AUDIENCE MEMBERS

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esta reunion, para asi poder coordinar los arreglos especiales.

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Mountain View Whisman School District

Agenda Item for Board Meeting of 1/7/2021

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. Fun Team Events - Virtual Team Trivia & Fundraiser Event via Zoom for MVEF on 3/6/21. \$2,000.00
2. Barbara L. Harris - Coaching and mentoring services for school site administrator from 1/1/21 to 5/31/21. \$125 per hour not to exceed \$3,000
3. YMCA - Will provide tutoring and care services for student cohorts at various school sites from 11/30/20 through 6/4/2021. \$260 per student per week for 3 weeks. Total cost based on number of students enrolled.
4. Julie Berry - Virtual author visit. \$250
5. SCCOE - Walden West Outdoor Science School District Agreement. This agreement is for MVWSD 5th grade students to participate in the Virtual Science Camp \$11,500
6. Hope Street Consulting - Dr. Julia Rafal Baer, Leadership Coach for five key directors and assistant superintendents NTE \$60,000

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
Professional Service Agreement - Fun Team Events - GR	Backup Material	12/16/2020

Professional Service Agreement - Barbara L. Harris	Backup Material	12/17/2020
YMCA - Additional Cohorts Agreement	Backup Material	12/17/2020
PSA Agreement - Julie Berry - Bubb	Backup Material	12/18/2020
Walden West Agreement	Backup Material	12/18/2020
Walden West Agreement	Backup Material	12/18/2020
Hope Street Consulting	Backup Material	12/28/2020

Mountain View Whisman School District
Independent Contractor for Professional Services Agreement
 (Non-construction Related)

THIS AGREEMENT is made and entered into on Friday, December 9, 2020 ("Agreement"),
 by and between and **Mountain View Whisman School District** ("District") and Fun Team Events
 ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. The Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services. ☐ As Indicated in Exhibit "A" or ☒ as follows:

Fun Team Events will host a virtual Team Trivia Event and Fundraiser via Zoom for MVEF.

We will also be involved in a maximum of two 45-minute pre-planning meetings.

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation:

☒ Contractor is providing services for a total flat fee of: \$ \$2,000.00; or

☐ Contractor will provide a maximum number of hours of service at a rate of \$ _____
 per hour for a total not to exceed \$ _____; or

☐ Other: _____

("Agreement Price"). Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided)

3. **Agreement Time.** The Services shall commence on Saturday, March 6, 2020 and
 shall be completed by Saturday, March 6, 2020. ("Agreement Time")

4. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form
--	---	--

5. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
 1400 Montecito Ave,
 Mountain View, CA 94043
 Attn: Chief Business Officer1

Contractor: Fun Team Events
286 Parnassus Ave
San Francisco, CA 94117
 Attn: AJ Seliga

6. **Fingerprinting / Criminal Background / Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, one of these two boxes below must be checked:

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

☒ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under 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. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials:

Lauren Petrea

INITIAL HERE:

LP

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:



Providing the District of a copy of TB clearance or statement of TB clearance.



Waiver of TB Screening. Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

INITIAL HERE: AJS (Contractor initials). INITIAL HERE: _____ (District Representative initials)

8. **Insurance:** Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000

9. **Terms & Conditions.** The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: AJS (Contractor initials).

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
2. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an Independent contractor. Contractor understands and agrees that he/she and all of his/her 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 employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor 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 Contractor's employees.
4. **Standard of Care.**
 - 4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
 - 4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. material violation of this Agreement by the Contractor; or
 - 7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.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 Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this

Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

10. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor 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 Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

11. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

12. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

13. **Employment with Public Agency.** Contractor, if an

employee of another public agency, agrees that Contractor 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.

14. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of 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, or military and veteran status and therefore the Contractor 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. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

15. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., 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. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

16. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor 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 Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

17. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

18. **Limitation of District Liability.** 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 in connection with this Agreement.

19. Disputes: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

20. Confidentiality. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

22. 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 the California county in which the District's administration offices are located.

23. 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.

24. 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.

25. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

26. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

27. Conflict of Interest. Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

28. Agreement Contingent on Governing Board Approval. The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Information regarding Contractor:

Indicate type of entity or if individual:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation
☒ Limited Liability Company
☐ Other: _____

Employer Identification and/or Social Security Number: 84-3897735

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Dept/Site Budget Program Coding

Program Code(s): 010-9552-0-5830-00-0000-2495-000000-014-0302

Project Approvals Required Prior to Contract Start Date

Requesting Administrator/Authorized Signer:

Mountain View Whisman School District

Dated: 12/16, 2020

Signature: [Signature]

Print Name: Lauren Petreca

Print Title: Principal

Contractor:

Contractor Name: AJ Seliga - Fun Team Events

Dated: December 11, 2020

Signature: AJ Seliga

Print Name: _____

Print Title: Founder/CEO

APPROVAL

Authorized Signer (if not above)

Dated: _____, 20____

Signature: _____

Print Name: _____

Print Title: _____

Superintendent/Designee

Dated: _____, 20____

Signature: _____

Print Name: _____

Print Title: _____

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: 1/7/2021

For Contract: Review ☒ Ratification

28 August 2018

Mountain View Whisman School District
Independent Contractor for Professional Services Agreement
(Non-construction Related)

THIS AGREEMENT is made and entered into on January 1, 2021 ("Agreement"),
by and between and **Mountain View Whisman School District** ("District") and Barbara L. Harris
("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. The Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services. ☒ As indicated in Exhibit "A" or ☒ as follows:

Coaching and mentoring services for Principal Leader (Sonia Gomez Morales...as described in exhibit A Coaching Proposal)

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation:

☐ Contractor is providing services for a total flat fee of: \$ _____; or

☒ Contractor will provide a maximum number of hours of service at a rate of \$ 125 per hour
per hour for a total not to exceed \$ 3000 total _____; or

☐ Other: _____
("Agreement Price"). Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided)

3. **Agreement Time.** The Services shall commence on January 1, 2021 and
shall be completed by May 31, 2021, 2021. ("Agreement Time")

4. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

☒ Signed Agreement

☒ Insurance Certificates & Endorsements

☒ W-9 Form

5. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
1400 Montecito Ave,
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor:
Barbara L. Harris
3 Brynmar Court
Sacramento, California 95835

6. **Fingerprinting / Criminal Background / Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, one of these two boxes below must be checked:

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

☒ **(TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.)** Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under 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. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials:

Sonia Gomer INITIAL HERE: SG

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☒ The District has a statement of TB Clearance on file for each person. Attached current TB Test results ✓

☐ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

INITIAL HERE: SG (Contractor Initials). INITIAL HERE: SG (District Representative Initials)

8. **Insurance:** Contractor shall have and maintain Insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000

9. **Terms & Conditions.** The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: BH (Contractor Initials). Barbara L. Harris

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Information regarding Contractor:

Indicate type of entity or if individual:

- ☒ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or Social Security Number: 555-04-8485
NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Dept/Site Budget Program Coding

Program Code(s): 010-1100-0-5830-00-1110-1000-000000-011-0100

Project Approvals Required Prior to Contract Start Date

Requesting Administrator/Authorized Signer:	Contractor:
Mountain View Whisman School District	Contractor Name: Barbara L. Harris
Dated: <u>12/2/2020</u> , 20__	Dated: <u>November 24</u> , 2020__
Signature: <u>Sonia Gomez</u>	Signature: <u>Barbara L. Harris</u>
Print Name: <u>Sonia Gomez</u>	Print Name: Barbara L. Harris
Print Title: <u>Principal - Crittenden MS</u>	Print Title: <u>Educational Leadership Coach</u>

APPROVAL	
Authorized Signer (if not above)	Superintendent/Designee
Dated: _____, 20__	Dated: _____, 20__
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: 1/07/21

For Contract: Review ☒ Ratification

Educational Leadership Coaching

Barbara L. Harris
408-843-8160
3 Brynmar Court
Sacramento, California 95835

Client:

Sonia Gomez Morales, Principal
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043

Educational Leadership Coaching Mindset:

- When Leaders are lifted in their work, they in turn can lift those they supervise, mentor or evaluate. If every employee at every level of the system is given coaching to reach his or her fullest leadership potential through targeted feedback and skill development, then amazing outcomes *can and will happen for students*.

Background:

Barbara L. Harris has demonstrated the qualifications, breadth of educational leadership experience, training and coaching abilities to provide educational leadership coaching services to support the goals of the Mountain View Whisman School District.

- ✓ 30 plus years in education service as teacher K-12, teacher coach, Assistant Principal, Principal, Manager of Curriculum and EL Services, Categorical Program Manager, Manager of Professional Learning Specialists, Director of Curriculum and Instruction TK-5, Chief Academic Officer TK-5, HR Director Title IX investigator, Assistant Superintendent of Educational Services TK-5, Executive Director of Learning Improvement
- ✓ Trained and certified in California with ACSA Human Resources certification
- ✓ Successfully coached and mentored over 50 district and system leaders including 35 Principals, 20 Assistant Principals, Chief of HR, Director of Professional Learning, Asst. Superintendent of Strategy, Director of Communications, Communications Coordinator, Educational Technology Director, Adult School Administrator & Pre-School Director.
- ✓ Maintains multiple teaching credentials and current Ca. Administrative certification

Scope of Work:

Short term limited contractual services providing *Principal leadership one on one coaching, support and mentoring* with Sonia Gomez Morales, Principal.

Duration of Services: Services to begin January 2021- and conclude May 31, 2021

Compensation: Hourly coaching rate of \$125 (Total compensation not to exceed \$3000)

GOALS:

- Form a strong relationship of trust with a system leader who has been entrusted to lead in powerful ways.
- Establish specific areas for clarification and development of a principal leader.
- Facilitate side by side partnership and think tank sessions. (Including check ins, discussion of current educational leadership trends, problem solving, review of communication tools, coaching for more efficient team meetings, providing critical feedback, planning sessions, strategizing sessions, team retreat as requested)

THE WORK:

Coaching Focal Points include but are not limited to:

- Maintaining an Equity lens at the core of all decisions
- Facilitating deep instructional leadership conversations, (focus on strengthening evaluation processes, observations and feedback cycles
- Enhancing People and Resource Management skills
- Encouraging strategic thinking
- Fostering relationship building: a strong leadership team, relationship-building strategies
- Understanding emotional intelligence in the work
- Envisioning a high performing leadership team (ability to create team vision and execute)
- Utilizing change management theory and design thinking structures to enhance school and district initiatives
- Developing, refining & cultivating new systems to memorialize work contributions
- Creating an action plan for promising shifts in leadership practice
- Ensuring alignment of Principal goals with Mountain View Whisman School District's strategic goals



YMCA CAMP PROGRAM - ORGANIZATION AGREEMENT

Between YMCA of Silicon Valley and Mountain View Whisman School District. This agreement starts November 30, 2020 until June 4, 2021

Purpose:

Led by committed and professional YMCA Leaders, our Y Super Scholars Program teach youth the foundational skills needed to develop healthy, trusting relationships and build self-reliance while getting academic support to ensure future success.

At the YMCA, we continue to make safety a priority to protect our families and staff. YMCA fall programs have been adapted to ensure that the environment adheres to the strictest COVID-19 regulations from the CDC and local guidance. To meet the needs of our community while youth are distance learning, we will be offering academic support in a safe and socially supportive environment through stable learning groups consisting of no more than 14 youth. In collaboration with our school districts and other community partners, the YMCA has successfully provided full-day support for families in need since March. While we continually update our practices to fit the current health and safety regulations, the constant focus of our program continues to be fostering friendships, belonging and achievement. We are look forward to welcoming you and your child to our community.

PREAMBLE

The **YMCA of Silicon Valley** (hereafter "**YMCA**" or "Party") and Mountain View Whisman School District.(hereafter "Party" or "MVWSD"), and YMCA referred to collectively as the "Parties", enter into this Agreement to set forth the terms and conditions upon which they will collaboratively engage in an Academic, Enrichment and Recreation Center to provide full day care for children of students identified by MVWSD (hereafter, "the Program"). The Program covered under this Agreement is: Y Super Scholar Program for students identified by MVWSD.

YMCA and Party desire to provide distance learning support during the months of The Program is part of a local YMCA initiative to ensure that youth are supported in distance learning, our families have the resources to go to work and to support local communities. Each Party recognizes that the success of the Program is dependent upon full adherence to the following terms and conditions

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Overview

1. YMCA and Party agree to work cooperatively and in good faith to achieve the objectives of the Program as outlined below to the Party by YMCA.
2. The YMCA will abide and follow all County and State COVID-19. A copy of the YMCA COVID -19 is attached to this agreement.
3. The Parties agree to jointly create a collaboration plan that will include:
 - i. A protocol for emergencies, such as Program closure, student injury/illness, or other unexpected event which interrupts or significantly impacts the provision of programming and services in the YMCA building or ground. The protocol will conform to the Parties' existing emergency protocols and all legal requirements.
 - ii. The development and distribution of public communications such as newsletters, e-mails, reports, and general Program marketing materials. The Parties will comply with all YMCA and MVWSD brand, trademark and advertising requirements related to such materials.
4. Enrollment will open November 30, 2020 with 56 students. This constitutes 4 cohorts of 14 children. Enrollment will increase by 56 on January 4, 2021 for a total of 112 students. More cohorts can be made available after January 4, 2021 through additional agreements made between both parties

5. Payment

The total fee per week is \$260 per child for MVWSD Students. Enrollment is set by session of three weeks for a total of \$780 per child.

Payments costs are calculated at a weekly rate per child.

The YMCA will invoice MVWSD for all cost for the FY20-21 year by December 15, 2020

6. The YMCA of Silicon Valley requires all staff to undergo and pass a background (fingerprint) check during the hiring process. This background check is run by the California Department of Justice and indicates that all Parties are clear to work. TB test must be completed before any staff can start working.
7. Cancellation Policy

Cancellations must be made two weeks prior to the start of program. County regulations do not allow us to substitute children into the program during the middle of a session. For this reason we can only replace children not attending every three weeks.

In the case that the program is shut down under the direction of Public Health, we will honor a pro-rated credit or refund to the district for the time families must be under quarantine.

Student Selection

1. MVWSD will identify all students eligible students and create a structure for tracking for the YMCA
2. The YMCA will contact those students in order and report daily confirmation through the process identified by MVWSD

Data Collection, Disclosure and storage

1. Participant information
 - a. *Participant Defined.* Any child who is selected based on the criteria set agreed upon and approved to participate in the Program by the YMCA Program Director shall become a participant upon submission of a signed program Release (each, a "Participant").
 - b. Collection of Participant Data.
Party agrees to provide the following participant-specific information to the
YMCA:
 - Student's Name
 - Student's age
 - Student's duration of care needed
 - Student's Caregiver Name
 - Student's Care giver contact
 - c. Disclosure to Third Parties
Party understands that such data may be referenced in reports to funders, newsletters, or other publications related to the Program; however, no data from individual children that is not de-identified will be reported.

It is understood that if a Participant or staff member is confirmed with the COVID-19 virus, the individual information will not be disclosed to program Participants.

It is also understand that if the disclosure is mandated by the public health department the YMCA will comply.

Neither Party shall disclose any findings or analysis from non- public data without prior written consent of the other Party (and/or any Program Participant, as defined above, as appropriate), other than summary data that does not identify any individual person; such data may include expenditure patterns, and expenditure per pupil or category of pupil

Protection and Security of Stored Data.

YMCA agrees that, other than as necessary with respect to the Program, data will be kept confidential. YMCA agrees to maintain appropriate network and other data security to protect any Party's employee and family data in its possession. YMCA agrees to notify Party as soon as reasonably practicable if it has any reason to believe there has been a breach of data security relevant to the data subject to this Agreement, and any data has been lost, tampered with, or otherwise illegally accessed. All electronic data analysis will be performed on password-protected computers.

YMCA shall maintain the confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without the prior consent of the Party, disclose any findings or analysis derived from non-public information other than: (a) summary data as set forth herein (b) data and analysis of such summary data used to promote the educational and research purposes of the Project or its Implications for further work; and (c) data and findings that have been made publicly available without breaching any of the YMCA's confidentiality obligations.

Program Implementation

1. The Program will full comply with all public health and the Center for Disease Control and Prevention requirements for operating academic, enrichment and recreation center. This includes all standards and practices for group sizes, child to staff ratios, social distancing, group interactions, hard surfaces and spaces cleaning and personal hygiene practices. The YMCA will perform its duties under this Agreement in a manner consistent with and in compliance with all applicable laws and regulations. In addition the program will perform health checks with staff and children upon entering the program.
2. The program will not allow anyone presenting with a fever or illness symptoms to enter the program. Anyone who falls ill during the day will be isolated and sent home immediately.
3. Program will run between 8:00 AM to 5:00 PM at 3 locations:
 - Graham Middle School
 - Crittenden Middle School
 - Castro/Mistral Elementary Schools
4. MVWSD will provide Wi-Fi access to staff and Student's on campus.

5. MVWSD will provide Janitorial services for the duration of the program.
6. The YMCA will not be charged facility rental for facilities used for this program.
7. The YMCA may host site visit observations conducted by YMCA staff to help ensure Program fidelity and for the purposes of quality assurance. YMCA staff visitors will not interact with the stable cohorts of staff and children and will practice physical distancing at all times.
8. MVWSD will provide lunch to all students in this program
9. The Parties shall agree how certain joint costs will be shared between them and except as aforesaid; each Party shall bear its own costs, if any, for execution of its obligations under this Agreement. (The Parties shall agree how cost should be shared amongst them if any, for execution of its obligation under this Agreement)

Miscellaneous Provisions

1. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws and the Parties agree to submit to the exclusive jurisdiction of the courts located in California.
2. Each Party shall have responsibility for supervision and compliance of the terms herein by its own employees, contractors, and volunteers.
3. The YMCA shall adhere to its applicable policies with respect to child abuse prevention and training in its performance under this Agreement.
4. Each Party shall maintain appropriate insurance for its obligations under this Agreement.
5. YMCA agrees to indemnify and defend MVWSD and its officers, directors, employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of YMCA and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from YMCA's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement, including those arising from any and all injuries or damages to children entrusted to YMCA's care hereunder.

MVWSD agrees to indemnify and defend YMCA and its, officers, directors, employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of MVWSD and/or Its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from MVWSD failure to comply with any law, regulation, or ordinance, including but not

limited to those listed in this Agreement including those arising from any and all injuries or damages to children entrusted to YMCA's care hereunder.

7. The Parties agree that they are independent of each other and of YMCA of the USA; neither Party shall be deemed an employee, servant, agent, partner or joint venture of the other or of YMCA of the USA.
8. Each Party agrees it has obtained the appropriate authority to enter into this Agreement.
9. For the purpose of executing this Agreement, the Parties hereto agree that a facsimile or electronic (e.g... pdf) record of this Agreement or other electronic signatures shall serve as original signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will together constitute the same instrument.
10. Notices will be deemed accomplished if sent via U.S. Mail, return receipt requested, fax, electronic email, postage prepaid, or courier service, to the following

DURATION OF AGREEMENT

1. This Agreement is effective of November 30, 2020 and shall end on June 4, 2021 unless terminated by either Party with 30 days advance notice without cause and/or this program ends and the regular school schedule returns. Termination of this Agreement for any cause or its expiration shall not release either party from any liability that accrued on or before the date of termination or which may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any duty or obligation that by its nature should extend beyond the expiration or earlier termination of this Agreement, including without limitation the provisions related to storage and disclosure of data.
2. This Agreement is the entire agreement between the Parties and cannot be amended or modified other than by written agreement of both Parties.

ACCEPTED AND AGREED

Mountain View Whisman School District

Ayinde Rudolph Ed.D.

District Representative

Superintendent

Representative Title

Representatives Signature

Date

YMCA of Silicon Valley

Sandra B. Walker

YMCA Representative

President/CEO

Representative Title

Sandra B. Walker

Representatives Signature

12/7/2020

Date

Mountain View Whisman School District
Independent Contractor for Professional Services Agreement
 (Non-construction Related)

THIS AGREEMENT is made and entered into on December , 2020 ("Agreement"), by and between and **Mountain View Whisman School District** ("District") and **Julie Berry** ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. The Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services. ☐ As indicated in Exhibit "A" or ☒ as follows:

Author visit - educational program

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation:

☐ Contractor is providing services for a total flat fee of: \$ _____; or

☒ Contractor will provide a maximum number of hours of service at a rate of \$ 250.00
 per hour for a total not to exceed \$ 250.00; or

☐ Other: _____

("Agreement Price"). Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided)

3. **Agreement Time.** The Services shall commence on January 13, 2021 and

4. shall be completed by January 13, 2021 ("Agreement Time").

5. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input type="checkbox"/> Insurance Certificates & Endorsements <u>N/A</u>	<input checked="" type="checkbox"/> W-9 Form
--	---	--

6. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
 1400 Montecito Ave,
 Mountain View, CA 94043
 Attn: Chief Business Officer

Contractor: Julie Berry
c/o Newton
505 Ann St, Medina, NY 14103
 Attn: _____

* temporary address

☒ [TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under 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. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials: Cyndee Nguyen INITIAL HERE: _____

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☐

Providing the District of a copy of TB clearance or statement of TB clearance.

☒

Waiver of TB Screening. Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

INITIAL HERE: JB (Contractor initials). INITIAL HERE: _____ (District Representative initials)

8. **Terms & Conditions.** The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: JB (Contractor initials).

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her 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 employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor 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 Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or

in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Termination.**

6.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

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

6.2.1. material violation of this Agreement by the Contractor; or

6.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

6.2.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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 Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

6.3. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

7. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting

from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

8. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

9. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor 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 Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

10. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

11. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

12. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor 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.

13. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of 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, or military and veteran status and therefore the Contractor 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. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

14. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their

performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

15. **Limitation of District Liability.** 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 in connection with this Agreement.

16. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

17. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

18. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

19. **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 the California county in which the District's administration offices are located.

20. **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.

21. **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.

22. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

23. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

24. **Conflict of Interest.** Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of his/her/its

knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know

of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

25. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Information regarding Contractor:

Indicate type of entity or if individual:

- ☐ Individual
☒ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or Social Security Number: **85-0486466**

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Dept/Site Budget Program Coding

Program Code(s): **010-1100-0-5830-00-1110-1000-000000-002-0100**

Project Approvals Required Prior to Contract Start Date

<u>Requesting Administrator/Authorized Signer:</u>	<u>Contractor:</u>
Mountain View Whisman School District	Contractor Name: Julie Berry
Dated: December , 20 20	Dated: Dec 18 , 20 20
Signature: _____	Signature: Julie Berry
Print Name: Cyndee Nguyen	Print Name: Julie Berry
Print Title: Principal – Bubb Elementary School	Print Title: Author

APPROVAL

Authorized Signer (if not above)	Superintendent/Designee
Dated: _____, 20____	Dated: _____, 20____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: **Jan 7, 2021** For Contract: Review ☒ Ratification



Santa Clara County Office of Education

Mary Ann Dewan, Ph.D.

County Superintendent of Schools

Santa Clara County Office of Education

Walden West Outdoor Science School

School District Agreement

2020-2021

The Santa Clara County Office of Education, a public educational agency, located at 1290 Ridder Park Drive, San Jose, California 95131, hereinafter referred to as "SCCOE", and Mountain View Whisman School District hereinafter referred to as "District" located at 1400 Montecito Ave., Mountain View, CA 94043, mutually agree as follows:

1. BASIS OF CONTRACT

Pursuant to the provisions of Education Code Section 8763, SCCOE may enter into Contracts with governing boards of school districts or private schools in order to provide programs and classes in outdoor science education and conservation education for students of the District or private school.

2. TERM OF CONTRACT

This Contract is effective September 1, 2020 and shall remain in effect through June 30, 2021.

3. PAYMENT

3.1 Unless otherwise agreed in writing, District shall pay SCCOE after completion of a school's week at the Walden West and upon receipt of invoice(s) as specified below. It is understood and agreed that payment to SCCOE for participation at Walden West shall be made for each participant. Payments are due within forty five (45) days of the date of invoice.

3.2 If District funds are used, District shall submit a Purchase Order for participation at Walden West. Or make checks out to Walden West.

3.3 The required per-Student charge is:

- Fifty Five (\$55.00) per day

3.4 The required per-Teacher, School Representative and Adult Chaperone charge is:

- Fifty Five (\$55.00) per day

3.5 VIRTUAL SCIENCE CAMP OPTION

The required per-Class charge is:

- Five Hundred (\$500.00) per week for up to 36 students per class. (\$400 for 4-day week.)
- \$15 for each extra student over 36 students, with a maximum of 39 students per class.

3.6 ASYNCHRONOUS VIRTUAL SCIENCE CAMP OPTION

The required per-Class charge is:

- Two Hundred Fifty (\$250.00) per week

4. CANCELLATION/NO SHOWS/REFUNDS

- 4.1 In the event the District must cancel participation in the Walden West program, the District must provide SCCOE with sixty (60) days advance notification in writing to the Director of Environmental Education at Walden West. If such proper written notification is not provided, SCCOE may charge the District up to Eighty Percent (80%) of the original to provide for irrecoverable costs.
- 4.2 In the event that 10% to 20% of the number of students will not participate in the Program, the District shall give the Director of Environment Education at Walden West at least thirty (30) days prior written notice. Otherwise, the District shall be liable and will be billed for those program costs for each non-attending student if not notified as indicated above. If more than 20% of the students are absent, the School shall be liable and be billed for the program costs.
- 4.3 No refunds will be given after a student's arrival at Walden West in cases of homesickness, dismissal for discipline or voluntary withdrawal.
- 4.4 Students who leave camp for medical reasons for two (2) days or more will receive a pro-rated refund.

5. RESPONSIBILITIES OF SCCOE

In order to provide such educational programs, SCCOE shall perform the following:

- 5.1 Provide a food service program for students, teachers and other participants in the Walden West program. Meals and food services on days specified as follows:
 - Lunch and snack each day
- 5.2 All electricity, lights, heat, and water.
- 5.3 Facilities that are in good repair and in safe and habitable condition.
- 5.4 Personnel and resources necessary to implement the Program.
- 5.5 Communicate with participating Schools regularly regarding the operation and curriculum of Walden West.
- 5.6 Develop the official calendar each school year which establishes the period of service and the number of students for each School which will participate in the Walden West program.

- 5.7 Provide curriculum materials for all participants of the Walden West program and tools for teachers/coordinators to prepare for camp.
- 5.8 Provide first aid facilities and supplies for minor injuries or illnesses.

6. RESPONSIBILITIES OF THE DISTRICT

The District, as a participant in the outdoor science and conservation education program, shall perform the following:

- 6.1 The District shall recruit and provide for the attendance of students in the Walden West program.
- 6.2 The District agrees to participate with a minimum number of students as set forth in Exhibit 1 and further agrees to pay the amount as listed in Section 3. The District will provide SCCOE the correct account structure to be invoiced accordingly.
- 6.3 The District shall provide at least one (1) classroom teacher for each class of thirty-six (36) or fewer students scheduled to participate in the Walden West program. The teacher is the authorized representative of the District at Walden West.
- 6.4 The District is responsible for the health and safety of District students during the entire period that the students are participating in the program, including the time the students are in transit to or from Walden West.
- 6.5 The District is responsible for managing the health care needs of students with diabetes, seizures, and other health-related concerns. This includes providing a parent or nurse during the periods of need while attending Walden West.
- 6.6 The District will assign students to cohorts while attending Walden West.
- 6.7 The District shall provide Walden West with the School Information Google Sheet with class rosters, list of participants, and cohort lists no later than the Wednesday prior to arrival.
- 6.8 The District will provide the UltraCamp registration link to families so that they can complete the optional dietary and health-related documents in the UltraCamp Document Center no later than the Wednesday prior to arrival.
- 6.9 The District shall provide Walden West upon arrival an emergency School District phone number list including school principal, assistant superintendent, transportation department, and a completed emergency phone tree listing parent participants and school officials who must be notified in the event of an emergency.

- 6.10 The District shall provide transportation to and from Walden West for all students, teachers, and other personnel from the District participating in the Walden West program. Transportation shall be scheduled to ensure the arrival of the participants at 8:30 a.m. and departure at 3:30 p.m. each day.
- 6.11 The District shall observe the regulations and responsibilities as set forth in Attachments "A" and "B".
- 6.12 The District shall have on file a signed field trip authorization from the parent or guardian of each student participating in the Walden West program. SCCOE reserves the right to request copies of the field trip forms.

7. EMPLOYEE/VOLUNTEER/CHAPERONES/VISITORS FINGERPRINTING AND TB CLEARANCE

During the entire term of the Contract, the District, its employees and all subcontractors, (nurses, health aides), interns, parent/guardian chaperones, and volunteers over the age of 18, shall fully comply with the provisions of the Education Code Section 45125 and Education Code section 49406 regarding DOJ, FBI fingerprinting background checks and tuberculosis. District and/or its subcontractors (nurses, health aides, one-on-one aides), interns, parent/guardian chaperones, and volunteers must print with their school's district office or at the SCCOE. SCCOE may provide the Livescan fingerprinting background service for the District for a fee of \$74; schools will be billed for any adult that prints regardless of their participation or clearance status. Fingerprint clearance dates and proof that adults are negative for TB are required prior to their arrival on campus.

8. VISITORS

Any additional school staff, contractors, aides, nurses, parents or adults (other than scheduled classroom teachers) who plan to be on the Walden West campus must be approved in advance by the school principal and the Director of Environment Education at Walden West.

9. INDEMNIFICATION

The District agrees to defend, indemnify, save, and hold harmless SCCOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of SCCOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage. SCCOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not

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The District shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect District and SCCOE as their interests may appear. The SCCOE does not provide Accident/Illness insurance for participants. Each student is responsible for providing their own coverage.

11. VERIFICATION OF INSURANCE COVERAGE

Certificates of Insurance will be made available to the SCCOE upon request.

12. REIMBURSEMENT FOR DAMAGES

The District shall reimburse SCCOE for any damages resulting from the use of Walden West facilities and equipment, normal wear and tear excluded. Reimbursement shall be based upon the actual cost of materials, parts and labor required for repair or replacement. Payment shall be made upon receipt of an itemized invoice.

13. INDEPENDENT DISTRICT

While performing its obligations under this Contract, District is an Independent District and not an officer, employee or agent of SCCOE. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of SCCOE. District warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent District including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

14. ASSIGNMENT

The District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of SCCOE. If prior written consent is not given by SCCOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District shall not subcontract the work to be performed pursuant to this contract without prior written approval of SCCOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to SCCOE for prior written approval.

15. INTEGRATION

This Contract, including all attachments and exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the attachments and exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

18. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

19. TERMINATION

The Contract may be terminated by SCCOE upon sixty (60) days advance written notification.

20. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

21. TOBACCO-FREE WORKPLACE


When at SCCOE-owned or SCCOE--leased buildings, both parties hereby agree to comply with the Santa Clara County Office of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco products at any time in SCCOE-owned or leased buildings, on SCCOE property and in SCCOE vehicles.

22. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that School will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Santa Clara County Office of Education's Alcohol and Drug-Free Workplace Policy 4020.

23. SIGNATURES OF THE PARTIES**Approved By:****Mountain View Whisman School District****Santa Clara County Office of Education**

Cathy Baur, Assistant Supt. of Ed. Services

DocuSigned by:
 12/18/2020 | 4:48 PM PST
 990B61B64D2141D...

Print Name and Title

Signature **Date**
Marie Bacher
Director, Environmental Education

Signature **Date**

Signature **Date**
Jessica Bonduris
Assistant Superintendent. of Ed. Services

ATTACHMENT "A"

WALDEN WEST OUTDOOR SCIENCE SCHOOL

REGULATIONS "USE OF"

The aesthetic beauty and educational values of Walden West are due to its relatively undamaged natural area. Please use pathways and avoid walking on grass or plants.

All visitors to Walden West are requested to observe the following regulations in order that this facility may be enjoyed for years to come.

- **Alcohol/Drugs:** The possession or use of alcoholic beverages or illegal drugs and narcotics is prohibited.
- **Firearms/Fireworks:** The possession of firearms, knives, air guns, and fireworks is prohibited.
- **Smoking:** Smoking is not permitted on Walden West grounds at any time.
- **Plants:** The mutilation, destruction, or removal of any plant material is prohibited.
- **Animals:** The destruction or removal of any animal is prohibited.
- **Geological and Archaeological Features:** The removal of geological, paleontological (fossil), archaeological or historical features or objects is prohibited.
- **Hunting/Fishing:** Hunting and fishing are prohibited.
- **Trails:** Hikers are required to confine their hiking to trails provided for that purpose.
- **Vehicles:** The speed limit is 5 miles per hour on all facility roads. Vehicles can be operated only on designated roads and must be parked only in designated areas.
- **Dogs:** No dogs are permitted.
- **Waste Disposal:** Trash and recyclables must be put in proper containers.

ATTACHMENT "B"
WALDEN WEST
OUTDOOR SCIENCE SCHOOL

POLICIES REGARDING CLASSROOM TEACHERS

1. A classroom teacher shall accompany each class of students in attendance at Walden West Outdoor Science School. One (1) teacher for each class unit of thirty-six (36) students or fewer.
2. The classroom teacher shall be subject to the following regulations during the period of time that his/her class is in attendance at Walden West Outdoor Science School.
3. The classroom teacher shall be available for consultations involving his/her class except in the following situations:
 - a. Family Emergency:

Classroom teachers may be absent for short periods of time in case of unforeseen emergencies involving family members. In this event, the teacher shall notify the Director of Environment Education at Walden West of the nature of the emergency and where he/she may be reached if needed. The principal shall be notified of the teacher's absence.
 - b. Professional Responsibilities:

If a teacher is to be absent for professional responsibilities at any time, the principal of his/her school shall notify the Director of Environment Education at Walden West of this in writing, indicating the nature of the absence and the person who will substitute in that teacher's absence.
 - c. The classroom teacher shall actively participate in the Walden West educational program to the best of his/her abilities.
 - d. Family members of the classroom teacher are not permitted to accompany nor visit him/her at Walden West.
4. The Director of Environment Education at Walden West shall inform the School in writing regarding any deviations from these policies by classroom teachers.

EXHIBIT I**WALDEN WEST OUTDOOR SCIENCE SCHOOL****ATTENDING VIRTUAL SCIENCE CAMP**

SCHOOL NAME(S)	WEEK OF (DATES)	# of DAYS PROGRAM	# of CLASSES
Bubb	1/11-15/2021	5	2
Castro	1/19-22/2021	4	2
Huff	5/17-21/2021	5	3
Landels	2/18-11/2021	4	2
Mistral	5/17-21/2021	5	2
Monta Loma	1/19-22/2021	4	2
Stevenson PACT	5/4-7/2021	4	2
Theurekauf	4/19-23/2021	4	2
Jose Vargas	4/5-9/2021	5	2

Additional Information/Notes:



Santa Clara County Office of Education

Mary Ann Dewan, Ph.D.

County Superintendent of Schools

Santa Clara County Office of Education

Walden West Outdoor Science School

School District Agreement

2020-2021

The Santa Clara County Office of Education, a public educational agency, located at 1290 Ridder Park Drive, San Jose, California 95131, hereinafter referred to as "SCCOE", and Mountain View Whisman School District hereinafter referred to as "District" located at 1400 Montecito Ave., Mountain View, CA 94043, mutually agree as follows:

1. BASIS OF CONTRACT

Pursuant to the provisions of Education Code Section 8763, SCCOE may enter into Contracts with governing boards of school districts or private schools in order to provide programs and classes in outdoor science education and conservation education for students of the District or private school.

2. TERM OF CONTRACT

This Contract is effective September 1, 2020 and shall remain in effect through June 30, 2021.

3. PAYMENT

3.1 Unless otherwise agreed in writing, District shall pay SCCOE after completion of a school's week at the Walden West and upon receipt of invoice(s) as specified below. It is understood and agreed that payment to SCCOE for participation at Walden West shall be made for each participant. Payments are due within forty five (45) days of the date of invoice.

3.2 If District funds are used, District shall submit a Purchase Order for participation at Walden West. Or make checks out to Walden West.

3.3 The required per-Student charge is:

- Fifty Five (\$55.00) per day

3.4 The required per-Teacher, School Representative and Adult Chaperone charge is:

- Fifty Five (\$55.00) per day

3.5 VIRTUAL SCIENCE CAMP OPTION

The required per-Class charge is:

- Five Hundred (\$500.00) per week for up to 36 students per class. (\$400 for 4-day week.)
- \$15 for each extra student over 36 students, with a maximum of 39 students per class.

3.6 ASYNCHRONOUS VIRTUAL SCIENCE CAMP OPTION

The required per-Class charge is:

- Two Hundred Fifty (\$250.00) per week

4. CANCELLATION/NO SHOWS/REFUNDS

- 4.1 In the event the District must cancel participation in the Walden West program, the District must provide SCCOE with sixty (60) days advance notification in writing to the Director of Environmental Education at Walden West. If such proper written notification is not provided, SCCOE may charge the District up to Eighty Percent (80%) of the original to provide for irrecoverable costs.
- 4.2 In the event that 10% to 20% of the number of students will not participate in the Program, the District shall give the Director of Environment Education at Walden West at least thirty (30) days prior written notice. Otherwise, the District shall be liable and will be billed for those program costs for each non-attending student if not notified as indicated above. If more than 20% of the students are absent, the School shall be liable and be billed for the program costs.
- 4.3 No refunds will be given after a student's arrival at Walden West in cases of homesickness, dismissal for discipline or voluntary withdrawal.
- 4.4 Students who leave camp for medical reasons for two (2) days or more will receive a pro-rated refund.

5. RESPONSIBILITIES OF SCCOE

In order to provide such educational programs, SCCOE shall perform the following:

- 5.1 Provide a food service program for students, teachers and other participants in the Walden West program. Meals and food services on days specified as follows:
 - Lunch and snack each day
- 5.2 All electricity, lights, heat, and water.
- 5.3 Facilities that are in good repair and in safe and habitable condition.
- 5.4 Personnel and resources necessary to implement the Program.
- 5.5 Communicate with participating Schools regularly regarding the operation and curriculum of Walden West.
- 5.6 Develop the official calendar each school year which establishes the period of service and the number of students for each School which will participate in the Walden West program.

- 5.7 Provide curriculum materials for all participants of the Walden West program and tools for teachers/coordinators to prepare for camp.
- 5.8 Provide first aid facilities and supplies for minor injuries or illnesses.

6. RESPONSIBILITIES OF THE DISTRICT

The District, as a participant in the outdoor science and conservation education program, shall perform the following:

- 6.1 The District shall recruit and provide for the attendance of students in the Walden West program.
- 6.2 The District agrees to participate with a minimum number of students as set forth in Exhibit 1 and further agrees to pay the amount as listed in Section 3. The District will provide SCCOE the correct account structure to be invoiced accordingly.
- 6.3 The District shall provide at least one (1) classroom teacher for each class of thirty-six (36) or fewer students scheduled to participate in the Walden West program. The teacher is the authorized representative of the District at Walden West.
- 6.4 The District is responsible for the health and safety of District students during the entire period that the students are participating in the program, including the time the students are in transit to or from Walden West.
- 6.5 The District is responsible for managing the health care needs of students with diabetes, seizures, and other health-related concerns. This includes providing a parent or nurse during the periods of need while attending Walden West.
- 6.6 The District will assign students to cohorts while attending Walden West.
- 6.7 The District shall provide Walden West with the School Information Google Sheet with class rosters, list of participants, and cohort lists no later than the Wednesday prior to arrival.
- 6.8 The District will provide the UltraCamp registration link to families so that they can complete the optional dietary and health-related documents in the UltraCamp Document Center no later than the Wednesday prior to arrival.
- 6.9 The District shall provide Walden West upon arrival an emergency School District phone number list including school principal, assistant superintendent, transportation department, and a completed emergency phone tree listing parent participants and school officials who must be notified in the event of an emergency.

- 6.10 The District shall provide transportation to and from Walden West for all students, teachers, and other personnel from the District participating in the Walden West program. Transportation shall be scheduled to ensure the arrival of the participants at 8:30 a.m. and departure at 3:30 p.m. each day.
- 6.11 The District shall observe the regulations and responsibilities as set forth in Attachments "A" and "B".
- 6.12 The District shall have on file a signed field trip authorization from the parent or guardian of each student participating in the Walden West program. SCCOE reserves the right to request copies of the field trip forms.

7. EMPLOYEE/VOLUNTEER/CHAPERONES/VISITORS FINGERPRINTING AND TB CLEARANCE

During the entire term of the Contract, the District, its employees and all subcontractors, (nurses, health aides), interns, parent/guardian chaperones, and volunteers over the age of 18, shall fully comply with the provisions of the Education Code Section 45125 and Education Code section 49406 regarding DOJ, FBI fingerprinting background checks and tuberculosis. District and/or its subcontractors (nurses, health aides, one-on-one aides), interns, parent/guardian chaperones, and volunteers must print with their school's district office or at the SCCOE. SCCOE may provide the Livescan fingerprinting background service for the District for a fee of \$74; schools will be billed for any adult that prints regardless of their participation or clearance status. Fingerprint clearance dates and proof that adults are negative for TB are required prior to their arrival on campus.

8. VISITORS

Any additional school staff, contractors, aides, nurses, parents or adults (other than scheduled classroom teachers) who plan to be on the Walden West campus must be approved in advance by the school principal and the Director of Environment Education at Walden West.

9. INDEMNIFICATION

The District agrees to defend, indemnify, save, and hold harmless SCCOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of SCCOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage. SCCOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not

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22. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that School will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Santa Clara County Office of Education's Alcohol and Drug-Free Workplace Policy 4020.

23. SIGNATURES OF THE PARTIES**Approved By:****Mountain View Whisman School District****Santa Clara County Office of Education**

Cathy Baur, Assistant Supt. of Ed. Services

DocuSigned by:

Marie Bacher

12/18/2020 | 4:48 PM PST

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Print Name and Title**Signature****Date****Marie Bacher****Director, Environmental Education****Signature****Date****Signature****Date****Jessica Bonduris****Assistant Superintendent. of Ed. Services**

ATTACHMENT "A"

WALDEN WEST OUTDOOR SCIENCE SCHOOL

REGULATIONS "USE OF"

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ATTACHMENT "B"
WALDEN WEST
OUTDOOR SCIENCE SCHOOL

POLICIES REGARDING CLASSROOM TEACHERS

1. A classroom teacher shall accompany each class of students in attendance at Walden West Outdoor Science School. One (1) teacher for each class unit of thirty-six (36) students or fewer.
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Classroom teachers may be absent for short periods of time in case of unforeseen emergencies involving family members. In this event, the teacher shall notify the Director of Environment Education at Walden West of the nature of the emergency and where he/she may be reached if needed. The principal shall be notified of the teacher's absence.
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EXHIBIT I**WALDEN WEST OUTDOOR SCIENCE SCHOOL****ATTENDING VIRTUAL SCIENCE CAMP**

SCHOOL NAME(S)	WEEK OF (DATES)	# of DAYS PROGRAM	# of CLASSES
Bubb	1/11-15/2021	5	2
Castro	1/19-22/2021	4	2
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Monta Loma	1/19-22/2021	4	2
Stevenson PACT	5/4-7/2021	4	2
Theurekauf	4/19-23/2021	4	2
Jose Vargas	4/5-9/2021	5	2

Additional Information/Notes:

CONSULTING SERVICES AGREEMENT

This consulting services agreement ("Agreement") is dated **December 1, 2020** ("Effective Date"), and is between the **Mountain View Whisman School District** (the "Client") and **Hope Street Consulting, LLC**, ("CONSULTANT").

In consideration of the promises and mutual covenants set forth below, the parties agree as follows:

1. **SERVICES.** CONSULTANT agrees to perform professional services ("Services") as specified in a Statement of Work ("SOW") to this Agreement. If new or additional Services are added to this Agreement, then Hope Street will prepare an amendment to this Agreement. Upon execution by both parties, each amendment will be numbered consecutively and incorporated into this Agreement by reference.
2. **PAYMENT.** THE Client will compensate CONSULTANT for the Services in accordance with the fees specified in a SOW. CONSULTANT will be paid upon submission of invoices to the Accounts Payable Department. All invoices must include a description of the completed Services along with any supporting documentation.
3. **INVOICES.** The Client will pay all properly submitted and undisputed invoices thirty (30) days after receipt of such invoice.
4. **EXPENSE REIMBURSEMENT.** All expense reimbursements are subject to the Client prior written approval before they are incurred. Expense reimbursements will be paid upon submission of an invoice to the Accounts Payable Department in accordance with section three (3) of this Agreement. For reimbursement of any single expense over \$500.00, or any expense that would cause the total amount of reimbursable expenses to exceed \$500.00, CONSULTANT must receive the Client's prior written approval, provide a narrative justifying the expense, and provide supporting documentation.
5. **TERM.** This Agreement is dated December 1, 2020 and remains in effect until June 30, 2021 or until the Services are completed ("Term"), whichever is later, unless sooner terminated as set forth below.
6. **TERMINATION.** The Agreement may be terminated by either party upon thirty days (30) prior written notice to the other party, unless the termination of the Agreement is mutually agreed upon, in which case no notice is required. In the event of such termination, the Client shall pay the CONSULTANT all fees incurred through the termination date. Those provisions which by their nature are intended to survive the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.
7. **WARRANTIES.** CONSULTANT represents and warrants to the Client that: a) CONSULTANT has the knowledge, experience, and ability to perform the Services required under this Agreement; b) CONSULTANT will perform such Services in a professional, competent and timely manner; c) CONSULTANT's performance of Services and the submission of deliverables under this Agreement will not violate any applicable law or regulation of any court, governmental body, administration, or other agency.
8. **INDEPENDENT CONTRACTOR.** The parties acknowledge that CONSULTANT will be an independent contractor, and this Agreement creates no partnership, joint venture, or employment relationship among the parties. CONSULTANT is solely responsible for payment of all compensation to its employees and all applicable obligations to state and/or federal governmental agencies, including, but not limited to, income tax, unemployment tax, business registration fees, and requisite licensing fees, etc. for its employees. Each party acknowledges that it is not an affiliate or subsidiary of the other party, and is not entitled to any employee rights or benefits of the other party.
9. **INDEMNIFICATION.** Each party will indemnify, defend, and hold harmless ("Indemnifying Party") the other party, including its directors, officers, employees, affiliates, and agents ("Indemnified Party")

from and against any liabilities, losses, damages, settlements, fines, recoveries, suits, judgments, expenses, and costs (including reasonable attorneys' and professionals' fees and expenses) arising out of, related to, or alleging: (a) any third party claim, suit, or proceeding against the Indemnified Party related to injury to or death of any individual, or loss of, or damage to, real or tangible personal property, caused by the negligence of the Indemnifying Party or of any of its agents, subcontractors, or employees; or (b) any third party claim, suit, or proceeding against the Indemnified Party that services furnished under this Agreement infringe any patent, copyright, trade secret, trademark, or other rights of the third party, including any breach or alleged breach of any of the Indemnifying Party's representations, warranties, or agreements contained herein.

The Indemnified Party will provide the Indemnifying Party with notice of any threat or filing of a claim against the Indemnified Party. The Indemnified Party may, at its own expense, assist or monitor the defense if it so chooses, provided that the Indemnifying Party will control such defense and all negotiations relative to the settlement of any such claim, and further provided that any settlement intended to bind the Indemnified Party will not be final without the Indemnified Party's written consent.

- 10. LIMITATION OF LIABILITY.** Notwithstanding any other provisions set forth herein, neither party will be liable for any incidental, indirect, exemplary, special, or punitive damages, or consequential damages arising out of or in connection with this Agreement. However, the foregoing exculpation of liability will not apply with respect to damages incurred as a result of the gross negligence or willful misconduct of a party. A party will be liable to the other for any direct damages arising out of or relating to its performance or failure to perform under this Agreement. However, the liability of a party whether based on an action or claim in contract, equity, negligence, tort, or otherwise for all events, acts, or omissions under this Agreement will not exceed the fees paid or payable under this Agreement, and provided further that the foregoing limitation will not apply to: (a) a party's obligations of indemnification; (b) damages caused by a party's gross negligence or willful misconduct; or, (c) a party's breach of its obligations of confidentiality, as further described in this Agreement. This section will survive the termination of this Agreement.
- 11. CONFIDENTIALITY.** In carrying out the intentions and obligations of this Agreement, both parties may come into possession of proprietary and confidential information of the Client or CONSULTANT. For purposes of this Agreement, proprietary and confidential information includes, without limitations, know-how, procedures, membership data, marketing and financial information, methods of operation, business plans and procedures, marketing and advocacy strategies, advertising plans, computer programs and source codes, and any information that has been marked "confidential" or with other words of similar meaning, collectively referred to as "Confidential Information."

The Confidential Information does not include any information that: (i) was known to the receiving party before its disclosure hereunder by the disclosing party; (ii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; (iii) is or becomes publicly known through no wrongful act of the receiving party; (iv) has been rightfully received from a third party authorized to make such disclosure without restriction; (v) has been approved for public release by the disclosing party's prior written authorization; or (vi) must be produced or disclosed under applicable law, regulation or court order, provided that the receiving party provides prompt notice thereof to enable the disclosing party to seek a protective order or otherwise prevent such disclosure.

The receiving party ("Recipient") agrees not to disclose Confidential Information of the disclosing party ("Discloser") to any third party without the Discloser's express written permission. The Recipient may disclose Confidential Information of the Discloser only to those employees, contractors, representatives, and agents who have a need to know such Confidential Information. The Recipient may use Confidential Information of the Discloser only for purposes of fulfilling its obligations or as permitted under this Agreement. All Confidential Information will remain the sole property of the Discloser. The

Recipient will not use or commercially exploit the Discloser's Confidential Information, or any portions thereof, except for fulfilling the obligations under this Agreement.

Each party will use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party will advise the other immediately upon learning or having a reason to believe that any person who had access to Confidential Information has violated, or intends to violate the terms of this Agreement, and each party will cooperate with the other in seeking injunctive or other equitable relief against such person. In no event shall either party disclose in any manner (including but not limited to on its website or in its marketing material or proposals) that the CONSULTANT has performed services on behalf of the Client without the written consent from the CONSULTANT.

12. **FORCE MAJEURE.** Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations under this Agreement if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing CONSULTANT and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Agreement.
13. **GOVERNING LAW.** The laws of the District of Columbia govern all matters arising out of this Agreement, without giving effect to any choice of law principles that could result in the application of the laws of any other jurisdiction.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the sole, final, and entire agreement by the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. This Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.
15. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same Agreement. Executed counterparts of this Agreement may be delivered by facsimile or electronic means.
16. **NOTICE.** All legal notices under this Agreement must be in writing and will be deemed to have been duly received when: (a) delivered by hand (with written confirmation of receipt), or (b) two (2) days after being deposited for delivery with a nationally recognized overnight delivery service, such as FedEx, UPS, or USPS and addressed as set forth below (or to such other address as a party may designate by notice to the other party):

Hope Street Consulting, LLC	Mountain View Whisman School District
Name: Julia Rafal-Baer Address: 251 Norwood Ave Cranston, RI 02905	Name: Ayindé Rudolph Title: Superintendent Address: 1400 Montecito Avenue Mountain View, CA 94043

17. **ASSIGNMENT & DELEGATION.** Neither party may assign any right or delegate any performance under this Agreement, unless mutually agreed to in writing. All assignments of rights are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other matter. A purported assignment or purported delegation in violation of this section twenty-two (22) is void.
18. **NON-WAIVER.** No course of dealing or failure of either party to enforce any term, right, obligation, or provision of this Agreement, including any amendments thereto, or to exercise any option provided hereunder or there under, will be construed as a waiver of such provision.
19. **SEVERABILITY.** If any provision of this Agreement is held unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable and that reasonably achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement will continue in full force and effect.
20. **REMEDIES.** The rights and remedies provided herein will be cumulative and in addition to any other remedies available at law or in equity.
21. **SURVIVAL.** All provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement will survive the expiration or termination of this Agreement.
22. **Dispute Resolution.** The parties agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof shall first be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be exclusively submitted to JAMS for final arbitration as set forth below. The mediation may be held by videoconference. The mediator may impose the cost of the mediation on one party if the mediator determines that such party failed to participate in the mediation in good faith. Otherwise, the parties shall jointly share the cost of the mediation. Any dispute not resolved by mediation shall be determined by arbitration before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitration shall be held in the location which the arbitrator determines is most convenient for the witnesses except that the arbitrator shall have the authority to order that the arbitration be held by videoconference should he/she determine that videoconferencing will provide a fair hearing to both parties. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party in any arbitration shall be entitled to its reasonable attorneys' fees and costs.

The parties have caused their authorized representatives to execute this Agreement as of the Effective Date.

Hope Street Consulting, LLC

By:

Name: Julia Rafal-Baer

Mountain View Whisman School District

By:

Name: Ayindé Rudolph

Title: Superintendent

STATEMENT OF WORK

This Statement of Work 1 (“SOW”) is hereby incorporated into the Consulting Agreement (“Agreement”) effective as of December 1, 2020 between Mountain View Whisman School District (“Client”) and **Hope Street Consulting, LLC** (“Consultant”). Capitalized terms not defined herein will have the meaning given to them in the Agreement. In the event of a conflict among the terms and conditions of this SOW and the terms and conditions of the Agreement, the terms and conditions of this SOW will govern and control.

1. SERVICES & DELIVERABLES. The following constitutes the services that Consultant will perform under the Agreement (“Services”):

Dr. Julia Rafal-Baer and an additional consultant of a similar expertise level will provide for the following supports:

- Weekly coaching for up to 5 team members (60 minute call each week with the coach along with time for prep for each call - 90 minutes weekly). Consultant will leverage women in leadership curriculum materials and readings for the baseline coaching support;
- “On-call” needs that emerge that require text or call issues;
- Review of any major presentation materials;
- And review of board meetings and presentation prep support;
- and personal leadership development.

Timeline: January 1, 2021 – August 1, 2021

2. **DUE DATES.** Consultant will complete the Services no later than August 1, 2021.
3. **PAYMENT.** Consulting fees for up to 6 days of service per each teammate for a total of 30 days that will be provided during the timeline as set forth above are \$60,000. Consultant will be paid \$30,000 upon Agreement execution and the remaining \$30,000 upon completion of deliverables. Consultant will be paid upon submission of a proper invoice. All invoices will be paid net-thirty, in US Dollars. The total amount payable under this SOW will not exceed \$60,000 without written approval.

The parties have caused their authorized representatives to execute this SOW as of the Effective Date.

Hope Street Consulting, LLC		Mountain View Whisman School District
Date: 12/8/2020		Date:
Name: Julia Rafal-Baer		Name: Ayindé Rudolph
		Title: Superintendent

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/7/2021

Agenda Category: CONSENT AGENDA

Agenda Item Title: Award of Architectural Services Contract to Dreiling Terrones Architecture for the District Office Reconfiguration Project

Estimated Time:

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

Background:

The District Office Reconfiguration project involves interior alterations, relocation of the existing mail room cabinetry as necessary, and two additional office stations. The project requires the services of an architectural design firm to assist in design, construction documents, Division of State Architect (DSA) approval, construction administration and closeout.

Fiscal Implication:

Dreiling Terrones Architecture has presented a service fee proposal for the required services in the amount of \$21,720. At this time, the estimated construction cost is \$125,000. 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 Dreiling Terrones Architecture in the amount of \$21,720.

ATTACHMENTS:

Description	Type	Upload Date
DTA Architect Agreement - District Office Reconfiguration Project	Backup Material	12/18/2020
DTA - Proposal - District Office Alterations Project	Backup Material	12/18/2020

**AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND
DREILLING TERRONES ARCHITECTURE, INC. FOR
DISTRICT OFFICE ALTERATIONS PROJECT**

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CERTIFICATES

This Agreement for Architectural Services is made as of the _____ day of _____, 20____, between the **Mountain View Whisman School District**, a California public school district, ("**District**") and **Dreilling Terrones Architecture, Inc.**, a California corporation ("**Architect**") (individually a "**Party**" and collectively the "**Parties**"), for the following project ("**Project**"):

District Office Alterations, located at 1400 Montecito Avenue Mountain View, CA 94043, 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-Built")**: 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: Richard Terrones Project Director: Project Architect(s): Richard Terrones Other: Other: Other: Other:	Electrical: Sacramento Engineering Consulting Mechanical: Sacramento Engineering Consulting Structural: NA Civil: NA Landscape: NA Food Service: NA Acoustics: NA Estimating: NA Fire Alarm Engineering: Alliance Engineering Consultants 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: 650-526-3500

Architect:

Dreilling Terrones Architecture, Inc.
1103 Juanita Avenue
Burlingame, CA 94010
Attn: Richard Terrones
Telephone: 650-696-1200

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 one hundred percent (100%) of the tax deduction and/or credit the Architect receives, if any, 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

Dreilling Terrones Architecture

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 Mountain View Whisman School District Office Alterations (“**School Site(s)**”):

- Various office interior alterations in the existing Superintendent’s Office area, and the adjacent Mail Room, Storage and Office spaces
- Two additional office stations
- Relocation of existing mail room cabinetry

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 acts or omissions of the Architect, its agents, officers, and employees, the Architect shall reimburse the District. 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. 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. Ensure 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.
 - 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 and prepare a package of all warranty and O&M documentation.
- 8.1.8. Architect shall organize electronic files, plans and prepare a Project binder.
- 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 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	\$270
Architectural Staff	\$175
Support / Clerical	\$130

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.

Construction Documents

Bidding Assistance

Construction Administration

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”):

Twenty-One Thousand Seven Hundred Twenty dollars (\$21,720.00).

- 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		55%
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 representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects 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

EXHIBIT G
DSA FORM IR-A6

**EXHIBIT H
DSA FORM 3**

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: _____

November 23, 2020, rev. 1

Proposal for Architectural Services - Supplement

The following is a Proposal for the performance of Architectural & Engineering Services. Upon acceptance of this Proposal by the Owner, work shall commence.

Client

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043

Project

District Office Alterations
Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043

Intentions and Considerations

- The District (MVWSD) would like to execute various office interior alterations in the existing Superintendent's Office area, and the adjacent Mail Room, Storage and Office spaces.
- The intent is to provide (2) additional office stations for incoming administrative positions that need to have some adjacency to other administrators in this area.
- Consideration shall be made for physical interconnection of the new admin workspaces with the existing.
- Consideration shall also be made for placement of administrative staff in closer proximity with a connection to the front Reception / Lobby space for support and security.
- Options can include rearrangement of the existing Superintendent's Office, PIO Office, and Administrative Assistant's workstation.
- Existing Mail Room cabinetry will be relocated as necessary – including the potential for moving the mail boxes to the existing Work Rm / Copy Rm
- Schematic alternates will be developed by the Architect, then provided to the District's Construction Manager (Greystone West Company) for costing.
- Therefore, the construction budget for the project has yet to be determined.
- Following direction from the District after the Schematic costing, the Architect shall prepare the Construction Drawings for permitting and bidding.
- The District has therefore requested a proposal for Architectural Services for the Project.
- This proposal is for **Schematic Design only**, as the exact scope for Construction Documentation is yet to be determined.
 - DTA and their consulting Engineers will provide a supplemental proposal for Construction Document services, once the design direction is set. It is currently undetermined as to the exact Engineering scope that will be required. Electrical Engineering is the most likely discipline that will be needed, depending on alterations to lighting, power, fire alarm and other low voltage utilities. Other consultants, if needed, can be provided by DTA, as needed and also as part of the supplemental agreement.
 - It is also yet to be determined as to whether or not approval of the documents by the Division of the State Architect is required. This will also be determined following the Schematic Design.

Services

Phase 1: As-Built verification / Project Initiation: **COMPLETED**

PARTIALLY COMPLETE (no charge) – DTA has done an initial walk-through to verify general dimensions of existing spaces. Additional Reconnaissance and project setup will include:

- Site verify electrical, low voltage and mechanical connections / devices in the area of work
- CAD setup from original Documents developed by DTA for the New District Office Building
- Code research for issues affecting the scope of work

Phase 2: Schematic Design **COMPLETED**

- DTA will develop concepts for the revised layout for review by the District & Greystone West Co.
- Present concepts to District
- Respond to District comments
- Coordinate with Greystone West Co. for costing

Phase 3: Design Development (NOT USED)

Supplemental Services

Phase 4: Construction Documents

Following completion of preliminary costing by Greystone West, and direction from the District on the preferred design, DTA will prepare the Construction Documents.

- DTA and their consulting Engineers, will produce the Construction drawings for DSA approval, and for Bidding
- DTA will provide coordination with the furniture vendor, One Workplace, to coordinate workstation adjustments and procurement of any new components that are required.
- District / Greystone coordination
- Consultant coordination
- DSA Application / submittal
- Response to comments & DSA backcheck
- Prep documents for bidding

Phase 5: Bidding Assistance

- Prepare and issue any required Addenda
- Process addenda with DSA
- District / Greystone coordination – pre-proposal conference, bid review/input

Phase 6: Construction Administration

- Construction Administration / Site Meetings – assumes (6) meetings
- RFI & Submittal Responses
- DSA closeout & document processing

Consultants Included in this Proposal

Mechanical & Electrical Engineer

Sacramento Engineering Consultants
Sacramento, CA

Fire Alarm Engineering

Alliance Engineering Consultants, Inc. (AEC)
Santa Clara, CA

EXCLUDED:

Acoustical, Structural, Plumbing Engineering: The current project scope does not appear to require any of these engineering disciplines..

Fee

Architectural Fees are proposed on a **fixed fee basis**, and will cover services described above except for items defined as additional services. Items considered to be additional services will be identified prior to performance of those services and will proceed only upon written authorization from the Owner.

Expenses required as part of the Project are estimated below. Reimbursable expenses not included in the contract will be billed at cost.

Fees and other charges will be billed upon completion of each phase of work. Invoices will be due and payable within twenty days from the date of invoice. Invoices remaining unpaid for thirty days from date of invoice will be considered past due and may be cause for termination of work. Invoices remaining unpaid for forty-five days will be grounds for termination of any agreement existing between the Owner/Client and the Architect.

Fee Outline

The following is our outline of proposed fees for **Architectural & Engineering Services**. Services will be provided on a **time & materials basis** therefore the fees indicated are estimates for budgeting purposes.

task	fee		
Architectural Services			
Phase 01: As-Built verification / Project Initiation			
<ul style="list-style-type: none">COMPLETED			
	subtotal		\$2,560
Phase 02: Schematic Design			
<ul style="list-style-type: none">COMPLETED			
	subtotal		\$8,555
Reimbursable Expenses: Phase 1&2		estimate	\$800
<ul style="list-style-type: none">Printing, Deliveries, etc.			
	Total	Phases 1 & 2	11,915
Supplemental Services			
Phase 04: Construction Documents			
	subtotal		\$13,300
Phase 05: Bidding Assistance			
	subtotal		\$2,020
Phase 6: Construction Administration			
	subtotal		\$2,000
Consulting Engineering Services			
<ul style="list-style-type: none">Mechanical & Electrical Engineering	\$2,200		
<ul style="list-style-type: none">Fire Alarm Engineering	\$1,200		
	subtotal		\$3,400
Reimbursable Expenses: Phase 4 - 6		estimate	\$1,000
<ul style="list-style-type: none">Printing, Deliveries, etc.			
	Total	Phases 4 - 6	\$21,720

Rates

Any additional Services for the Project, will be based on the following DTA billing rates.

Billing Rates

Principal	per hour	\$270
Architectural Staff	per hour	\$175
Support / Clerical	per hour	\$130

Sincerely,



11 / 16 / 2020

DTA
R. Terrones, License #C24686

Date

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/7/2021

Agenda Category: REVIEW AND ACTION

Agenda Item Title: Naming the Board Representative for the County Committee (10 minutes)

Estimated Time:

Person Responsible: Dr. Rudolph, Superintendent

Background:

The certificate's purpose is to name a board member to complete the County Committee Election ballot that comes to each district in late October/early November; the board member indicated on this form will vote in the **2021** County Committee election. This is a requirement per Education Code 35023. The County Committee Board Representative is not required to attend County Committee meetings.

Fiscal Implication:

None.

Recommended Action:

It is recommended that the Board of Trustees name a trustee to represent the district for the annual County Committee on District Organization election.

ATTACHMENTS:

Description	Type	Upload Date
Naming the Board Representative for the County Committee form	Backup Material	12/18/2020

**SCHOOL DISTRICT
CERTIFICATE
NAMING THE BOARD REPRESENTATIVE
FOR THE COUNTY COMMITTEE ELECTION**

The California Education Code requires that the governing board of each school district, at its annual initial meeting, select one of its members to vote in the election for members of the County Committee on School District Organization. The relevant Education Code Section is as follows:

§ 35023. Election of representative for county committee

The governing board of each school district of every kind or class shall annually at its initial meeting select one of its members as its representative who shall have one vote for each member to be elected to the county committee as provided by Article 1 (commencing with Section 4000 of Chapter 1 of Part 3). The secretary or clerk of the district shall furnish the county superintendent with a certificate naming the representative selected by the board.

To comply with the Education Code, please provide the information requested below and return to the address below.

Name of School District _____

**Name of Board Member
Selected to Vote in the
County Committee Election** _____

**Date of the Board Meeting
at Which the Above Board
Member was Selected** _____

**Signature of the
Secretary or Clerk
of the District** _____

Please email completed Certificate to: **scarrig@sccoe.org**

If you have any questions regarding this procedure, please call (408) 453-6869.

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/7/2021

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Mountain View Police Department Youth Service Unit Presentation (40 minutes)

Estimated Time:

Person Responsible: Dr. Ayindé Rudolph, Superintendent

Background:

The Mountain View Police Department Youth Service Unit have 3 school Resource Officers, a coordinator and a Sergeant. They work with all 16 schools in the Mountain View and work directly with the youth in our community.

Fiscal Implication:

None.

Recommended Action:

No recommended action.

ATTACHMENTS:

Description	Type	Upload Date
MVPD Youth Service Unit Presentation	Backup Material	12/18/2020



MVPD
Youth Services Unit

Who We Are

We are the Youth Service Unit (YSU) of the MVPD. In our unit we have 3 School Resource Officers, a coordinator, and a Sergeant. We work with all 16 schools in Mountain View and work directly with the youth in our community.



What YSU Does

- ✓ We work directly with elementary, middle, and high schools
- ✓ We teach, mentor, and counsel our youth
- ✓ We address safety concerns within our schools
- ✓ We make connections with families and other services offered in Mountain View, we also serve as community and parent liaisons to the police department
- ✓ We address criminal activity within our schools
- ✓ We run community outreach programs that benefit our youth

Programs YSU Run

Dreams and Futures

Cops that Care

Shop with an Officer

Movie Night

Explorer Program

PAL Mentoring

PAL Boxing

PAL Net Games

Home Visits

D.A.R.E (coming/2020)



Dreams & Futures Prevention Program

Dreams & Futures began in 1996, started as a gang prevention program

- 1. (2) two week summer sessions per group**
- 2. Approximately 50-55 kids in each session**
- 3. Kids are referred by school staff, police staff, and community groups**

We Focus on

Academics
Social Skills
Decision-making skills
Gang Awareness
Sports Camp
Field Trips
Internet Safety
Team Building
Breakfast & lunch



Dreams & Futures

Our goal is to build confidence and self-esteem in the kids that we serve.

Through positive support and reinforcement, these students will be able to make positive peer choices and disassociate themselves from negative activity or gang involvement.



Started in 2002 by SRO Ron Cooper

By building relationships with school staff and students, we are able to identify the students and families in need

Currently, we are serving over 2,000 kids each year

Because we build relationships with local businesses and community groups, we are able to successfully hold our event each year

Cops That Care helps build trust and relationships with our youth and their families

Cops That Care

Community Engagement Program



Cops That Care



MV PAL Mentoring Program

Prevention / Intervention Program



Currently, serving 4th and 5th graders at Castro School and Monta Loma School

A whole school year program

Social Skills

Decision-Making Skills

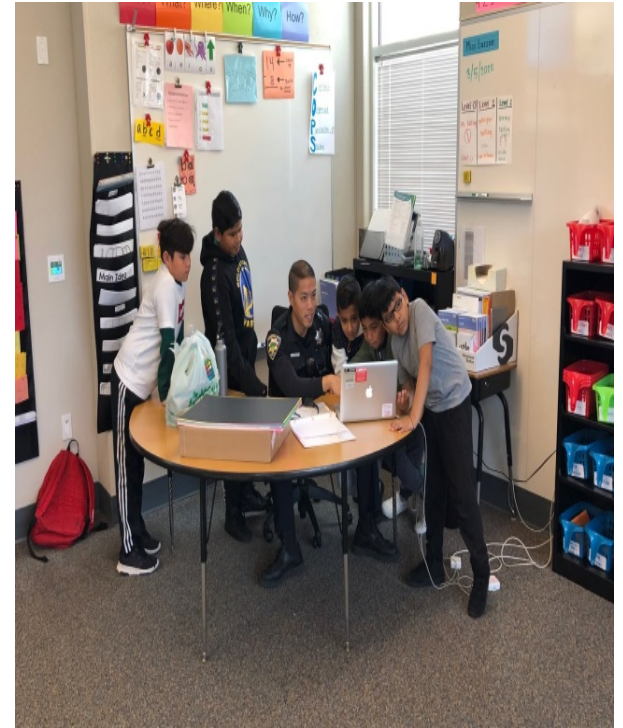
Team Building Skills

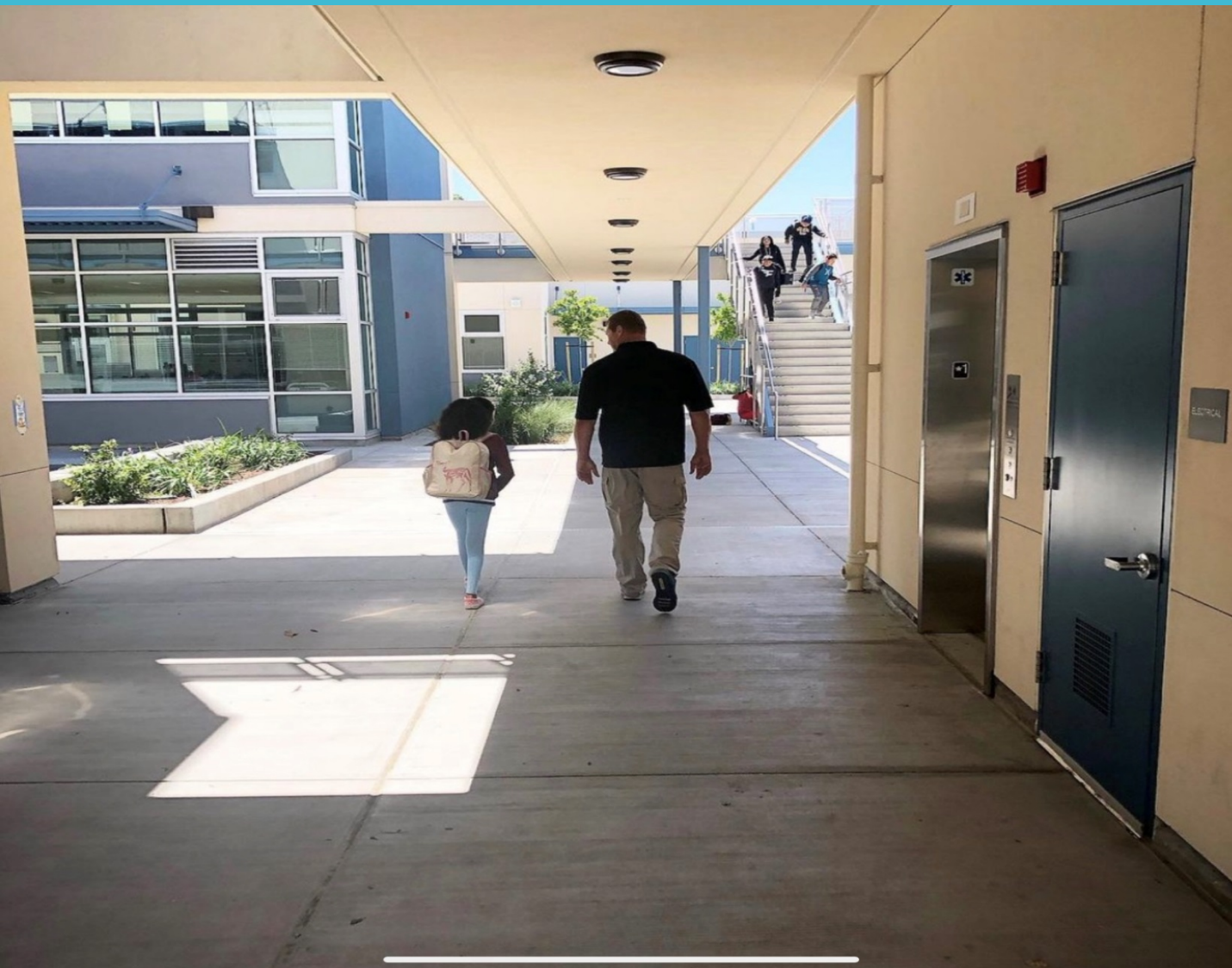
Sports Activities

Arts And Craft Activities

Field Trips

MV PAL Mentoring Program





MV PAL Boxing

Started in 2008

Serving all Middle School and High School students

Education in Physical Fitness and Nutrition

Team Building Skills

Strategy Skills

Building Character through accomplishments as well as failures

How to become respectful and humble to others and in the community

TEAM BUILDING, PHYSICAL FITNESS, DISCIPLINE



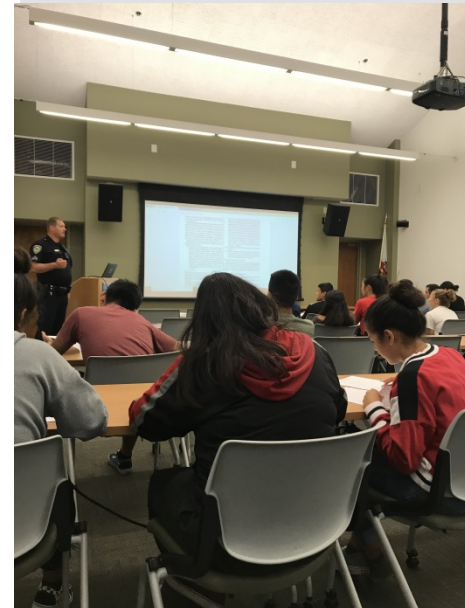
MVPD Explorer Program

While receiving training in law enforcement procedures, community policing, teamwork, and leadership, the Mountain View Police Explorers volunteer alongside police officers and other police professionals to assist the department in its mission.

Qualifications: You must be between the ages of 14 and 21 You must be a Mountain View resident or enrolled in a Mountain View High School.

Duties Performed Include: Traffic control, security, and community outreach at events, and parades. Classroom and practical trainings in law enforcement and criminal justice related topics. Ride-a-longs, Field trips, and Explorer conferences and camps. Assisting with youth programs sponsored by the Youth Services Unit and Mountain View Police Activities League. Assisting in lost person searches. Assisting the department with administrative tasks such as filing, records processing, and computer data entry.

MVPD Explorer Program



YSU HOME VISITS

Home visits have always been an integral part of the services we provide to our students. It gives us a chance to see our students outside of school and to meet and get to know their parents.

Covid 19 has eliminated seeing our students on the campus this year. Home visits allow us to see and keep in contact with many of our students involved in Mentoring, Dreams and Futures, and Cops that Care programs.



YSU Home Visits



Youth Services Unit

Why do we love what we do?

Making a positive influence in each student and their families

Building and Maintaining relationships

Helping kids learn to overcome adversity

Teaching kids the importance of positive outlooks in life

Watching the students succeed as they grow older

Youth Services Unit

Contact Information

Elizabeth Mendez (Youth Services Coordinator)

Email: Elizabeth.Mendez@mountainview.gov

Phone: (650)903-6139

James Guevarra (School Resource Officer)

Email: James.Guevarra@mountainview.gov

Phone: (650)903-6855

Lloyd Curns (School Resource Officer)

Email: Lloyd.Curns@mountainview.gov

Phone: (650)903-6712

Thomas Low (School Resource Officer)

Email: Thomas.Low@mountainview.gov

Phone: (650)903-6387

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/7/2021

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Parcel Tax Oversight Committee (10 minutes)

Estimated Time:

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

Background:

The ballot language for Measure B, the parcel tax for the Mountain View Whisman School District, requires the appointment of an independent citizen's oversight committee. The ballot language for the parcel tax states: "Independent Oversight Committee...shall be appointed or designated by the Board to ensure that the special tax proceeds are spent for their authorized purposes, and to report annually to the Board and the public regarding the expenditure of such funds."

Fiscal Implication:
None

Recommended Action:

It is recommended that the board accept the Parcel Tax Oversight Committee Report.

ATTACHMENTS:

Description	Type	Upload Date
PTOC Agenda	Backup Material	12/18/2020
PTOC Presentation	Backup Material	12/18/2020
PTOC Report	Backup Material	12/18/2020

**Mountain View Whisman School District
Measure B Parcel Tax Oversight Committee**

Regular Meeting

December 8, 2020, 3:00-4:00pm,

By Video Conference:

<https://mvwsd.zoom.us/j/83790471164?pwd=SkpQQ1Y0QXg5QkVJdXdha2thRE9Ndz09>

Meeting ID: 837 9047 1164

Passcode: 834459

One tap mobile

+16699006833,,83790471164#,,,,,0#,,834459# US (San Jose)

+12532158782,,83790471164#,,,,,0#,,834459# US (Tacoma)

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 Whisman School District and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting of the Board and its committees, including this Parcel Tax Oversight Committee, will be available by Zoom Video Conference, meeting link below:

<https://mvwsd.zoom.us/j/83790471164?pwd=SkpQQ1Y0QXg5QkVJdXdha2thRE9Ndz09>

Members of the public who wish to address the Parcel Tax Committee during the meeting may also email comments to rwestover@mvwsd.org. Staff will make all attempts to share and record any submissions received.

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 committee *solely* through the link above,

Members of the public seeking to attend and to address the Parcel Tax Oversight Committee who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact rwestover@mvwsd.org at least twenty-four (24) hours in advance of the meeting to make arrangements for reasonable accommodations. (For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)

1. Call to Order

2. Roll Call

2.1 Parcel Tax Oversight Committee Members

Braid Pezzaglia
Cleave Frink
Jonathan Pettey
Sara Kopit-Olson
Open
Open

STAFF

Rebecca Westover, Ed.D., Chief Business Officer
Nadia Pongo, Director of Fiscal Services
Board Member Observer: Laura Blakely

3. Approval of Agenda

3.1 Action Item: It is recommended the Parcel Tax Oversight Committee approve the agenda as presented.

4. Approval of Minutes

4.1 Action Item: It is recommended the Parcel Tax Oversight Committee approve the meeting minutes of the Parcel Tax Committee October 20, 2020 Parcel Tax Oversight Committee meeting.

5. Statements

5.1 Public Statements not related to agenda items.

6. Follow Up to Past Items/New Business

6.1 Action Item: It is recommended that the Parcel Tax Oversight Committee receive the information presented. Budget overview of 2020-2021 and 2019-2020 actuals of parcel tax expenditures.

6.2 Action Item: Presentation to the Board of Trustees Discussion tentatively set for April 1, 2021. Presentation would need to be ready by March 24, 2020. Next meeting date?

7. Future Agenda Items Requested by PTOC Members

Report from auditors when available - will be presented to the board in January

8. Adjournment

Future Meetings:



Mountain View
Whisman
School District

Measure B Parcel Tax Oversight Committee

January 7, 2021





Mountain View
Whisman
School District

Strategic Plan

Strategic Plan 2021

Goal 5: Resource Stewardship

Statement: Students, staff and community members will have access to various resources, such as technology, facilities, furniture, equipment, etc., in a fiscally responsible manner, to fulfill the mission of MVWSD.

Strategy 5.1 Staff will utilize various resources to support the financial, facilities and technology goals of the strategic plan.



Mountain View
Whisman
School District

Measure B

What is Measure B

School District levy a tax of \$191 per parcel for 8 years, generating \$2,800,000 annually, with independent oversight, exemptions for seniors and funds staying local.

Approved in 2017 Measure B

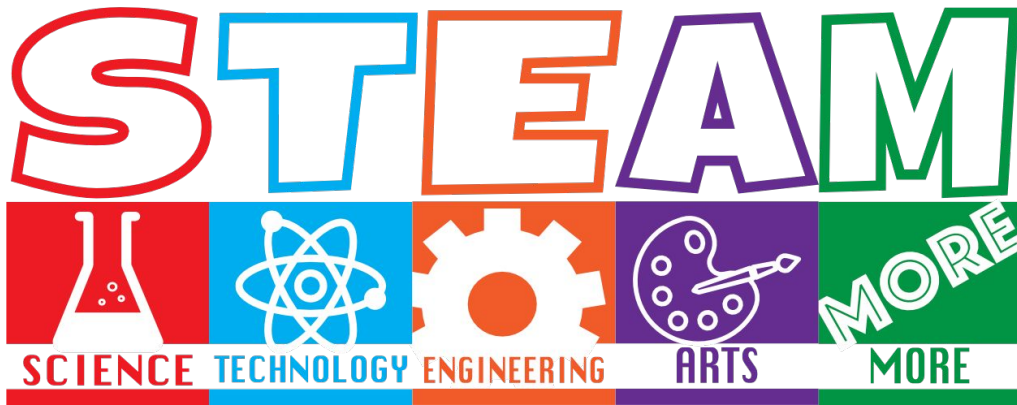
- Support struggling students
- offer competitive compensation to attract and retain the best teachers
- Maintain small class sizes
- Enhance hands-on science, technology, math and engineering programs;
- Maintain outstanding music and art education
- Support core academics



Mountain View
Whisman
School District

Programs Funded

After School Enrichment



- Each school site provides after school enrichment based on the needs of the school. Examples of programs include online programs such as chess, creative writing, and math explorations applications.

Square Panda

- A research based program that supports literacy foundation for students - focus on building hands-on phonics instruction
- Is customized to individual student levels
- Targeted for young learners- Preschool, Transitional Kindergarten, Kindergarten, and First Grade
- Preschoolers have Square Panda devices and hands-on materials that students can use at home during Distance Learning as well



Physical Education 1-5

- Weekly PE provided to first through fifth grade.
- Students are served by credentialed PE teachers.
- Asynchronous PE provided during Distance Learning



Mountain View Whisman School District



*screenshots taken from Natalie Larosa's
3rd grade class

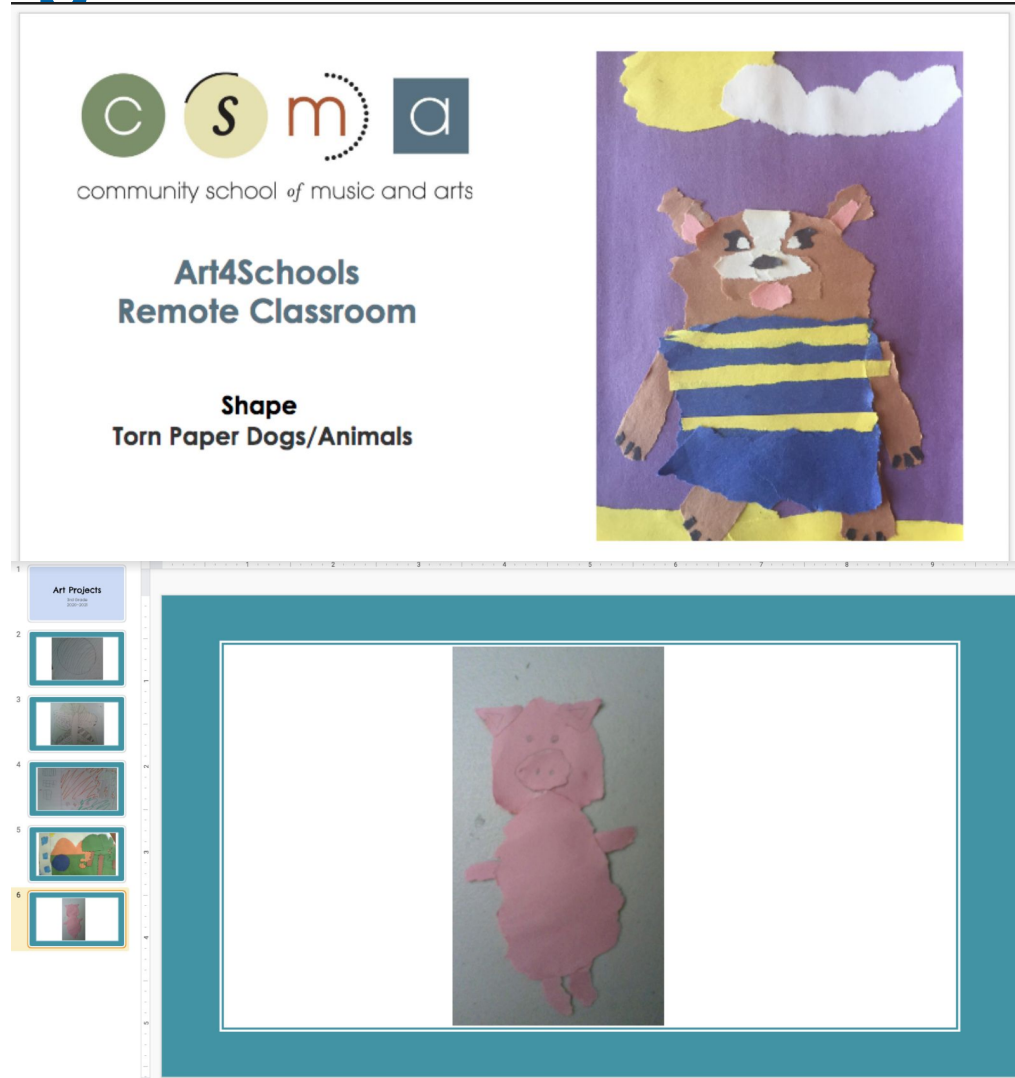
At Risk Supervisors

- Monitor students who are at risk to provide needed supports
- Partner with families and staff for at-risk student support strategies
- Work with counselors to identify students in need of services.

Art and Music Program

- CSMA provides art and musical instrument opportunities for students at all sites to engage in art and musical instruments.
- Asynchronous lessons provided during Distance Learning.

Mountain View Whisman School District



*screenshots taken from Natalie Larosa's 3rd grade class

Middle School Counselors and CHAC

- Each middle school has a counselor that works with students on social emotional needs.
- CHAC provides intern counselors to each elementary school for social-emotional and mental health services.
- Virtual support services provided during Distance Learning



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How funds are spent

Measure B - Expenditures

Parcel Tax/Measure B

	17-18 Actual	18-19 Actual	19-20 Actuals	20-21 Budget	20-21 Actual	20-21 Encmbr.	YTD
Income							
0000 - Undesignated	2,977,000	2,946,022	2,958,124	2,960,492			
0528 - Parcel Tax Exemption Refund	(20,000)	(19,100)	(32,661)	(40,000)	(21,965)		(21,965)
Income	2,957,000	2,926,922	2,925,463	2,920,492	(21,965)		(21,965)
Expense							
0218 - Academic at Risk	408,411	162,485	115,143	409,532	158,561	350,650	509,211
0230 - Physical Education: Grades 1-5	834,980	841,860	837,775	848,750	250,560	584,640	835,200
0232 - Early Literacy: Square Panda			50,340	27,000			
0235 - After School Program: Enrichment	37,290	25,700	20,690	32,970	215		215
0244 - Art Program	184,482	426,832	444,675	471,674	150,403	321,752	472,155
0245 - Music Program	506,973	559,038	596,369	611,559	177,949	408,413	586,362
0412 - Middle School Counselors & CHAC	399,749	429,423	335,175	519,007	128,853	323,042	451,895
0415 - School Site Office Staff	368,314	258,043	308,995				
0550 - Routine Maintenance & Operations Services	216,801	223,542	216,301				
Expense	2,957,000	2,926,922	2,925,463	2,920,492	866,541	1,988,497	2,855,038

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Mountain View Whisman School District

Agenda Item for Board Meeting of 1/7/2021

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:

January 21, 2021

February 4, 2021

March 4, 2021

March 18, 2021

Fiscal Implication:

Recommended Action: