

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Session

Wednesday, February 2, 2011

6:00 p.m. Open Session

**Chico Unified School District Office, Large Conference Room
1163 East 7th St., Chico, CA 95928**

AGENDA

6:00pm 1. **CALL TO ORDER**

2. **CONSENT CALENDAR**

2.1. EDUCATIONAL SERVICES

2.1.1. Consider Expulsion Clearance of Students with the Following IDs: 41758, 44064, 50186, 64033, 67558

2.1.2. Consider Expulsion of Students with the Following IDs: 41715, 61499

2.1.3. Consider Approval of the Consultant Agreement with Suzanne Micheloney

2.2 HUMAN RESOURCES

2.2.1. Consider Approval of Certificated Human Resources Actions

3. **DISCUSSION/ACTION CALENDAR**

3.1. EDUCATIONAL SERVICES

6:05pm 3.1.1. Information: Update on CUSD Elementary Schools which Fall under the Program Improvement Status (Chapman, Citrus, John McManus, Neal Dow, Parkview and Rosedale) (Joanne Parsley) (60 minutes)

3.2. BUSINESS SERVICES

7:05pm 3.2.1. Discussion/Action: Architectural Services Agreement for Design of the Lincoln Hall/Field House Project at Chico High School (Michael Weissenborn) (30 minutes)

7:35pm 3.2.2. Discussion/Action: Construction Academy Laboratory at Fair View High School (Michael Weissenborn) (15 minutes)

7:50pm 3.2.3. Discussion/Action: Site Selection for Inspire School of Arts and Sciences - Consider Approval of Chapman Elementary School for Location (Michael Weissenborn) (60 minutes)

3.3. HUMAN RESOURCES

8:50pm 3.3.1. Discussion/Action: Consider Approval of Variable Term Waiver Request for an Early Childhood Special Education Credential for Debra Marie Salindong (Bob Feaster) (5 minutes)

8:55pm 4. **CLOSED SESSION**

4.1. Update on Labor Negotiations
Employee Organizations:

Representatives:

CUTA

CSEA, Chapter #110

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Maureen Fitzgerald, Asst. Superintendent

4.2 Public Employee Performance Evaluation
Per Government Code §54957
Title: Superintendent

5. **ADJOURNMENT**

Kathleen Kaiser, President
Board of Education
Chico Unified School District

The Chico Unified School District Board of Education welcomes you to this meeting and invites you to participate in matters before the Board.

INFORMATION, PROCEDURES AND CONDUCT OF CUSD BOARD OF EDUCATION MEETINGS

No disturbance or willful interruption of any Board meeting shall be permitted. Persistence by an individual or group shall be grounds for the Chair to terminate the privilege of addressing the meeting. The Board may remove disruptive individuals and order the room cleared, if necessary. In this case, further Board proceedings shall concern only matters appearing on the agenda.

CONSENT CALENDAR

The items listed on the Consent Calendar may be approved by the Board in one action. However, in accordance with law, the public has a right to comment on any consent item. At the request of a member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item. Board Bylaw 9322.

STUDENT PARTICIPATION

At the discretion of the Board President, student speakers may be given priority to address items to the Board.

PUBLIC PARTICIPATION FOR ITEMS ON THE AGENDA (Regular and Special Board Meetings)

The Board shall give members of the public an opportunity to address the Board either before or during the Board's consideration of each item of business to be discussed at regular or special meetings.

- Speakers will identify themselves and will direct their comments to the Board.
- Each speaker will be allowed three (3) minutes to address the Board.
- In case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item.

PUBLIC PARTICIPATION FOR ITEMS NOT ON THE AGENDA (Regular Board Meetings only)

The Board shall not take action or enter into discussion or dialog on any matter that is not on the meeting agenda, except as allowed by law. (Government Code 54954.2) Items brought forth at this part of the meeting may be referred to the Superintendent or designee or the Board may take the item under advisement. The matter may be placed on the agenda of a subsequent meeting for discussion or action by the Board.

- Public comments for items not on the agenda will be limited to one hour in duration (15 minutes at the beginning of the meeting and 45 minutes at the end of the meeting).
- Initially, each general topic will be limited to 3 speakers.
- Speakers will identify themselves and will direct their comments to the Chair.
- Each speaker will be given three (3) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3rd speaker may present.
- Speakers will not be allowed to yield their time to other speakers.
- After all topics have been heard, the remainder of the hour may be used by additional speakers to address a previously raised issue.

WRITTEN MATERIAL:

The Board is unable to read written materials presented during the meeting. If any person intends to appear before the Board with written materials, they should be delivered to the Superintendent's Office or delivered via e-mail to the Board and Superintendent 10 days prior to the meeting date.

COPIES OF AGENDAS AND RELATED MATERIALS:

- Available at the meeting
- Available on the website: www.chicousd.org
- Available for inspection in the Superintendent's Office prior to the meeting
- Copies may be obtained after payment of applicable copy fees

AMERICANS WITH DISABILITIES ACT

Please contact the Superintendent's Office at 891-3000 ext. 149 should you require a disability-related modification or accommodation in order to participate in the meeting. This request should be received at least 48 hours prior to the meeting in order to accommodate your request.

Pursuant to Government Code 54957.5, If documents are distributed to board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the Chico Unified School District, Superintendent's Office located at 1163 East Seventh Street, Chico, CA 95928 or may be viewed on the website: www.chicousd.org.

PROPOSED AGENDA ITEM: Consultant Agreement: Suzanne Micheloney

Prepared by: Bob Feaster, Assistant Superintendent, Human Resources

☒ Consent
Information Only
Discussion/Action

Board Date: February 2, 2011

Background Information:

Michelle Sanchez has accepted a position with the Butte County Office of Education. This is a great opportunity for her. We have begun the process to recruit and select the next principal of Citrus School. Suzanne Micheloney has agreed to return to the District to work as the administrator at Citrus School until we have the next principal for the school hired. Our goal at this time is have the new principal identified in time for the meeting of the Board of Education on February 16, 2011. Ms. Micheloney has a wealth of experience as a school administrator and is well suited to guide Citrus School during this time frame. She recently (December 2010) retired as a principal, most recently at Little Chico Creek School. She is highly regarded and brings the experience and knowledge needed to guide the school through this period.

Ms. Micheloney started in this interim position on January 31, 2010 using a previous "Consultant Agreement" for similar services that had time remaining. This "Consultant Agreement" extends her services to cover the time anticipated to have the next principal on the job and to provide the time to meet the previous agreement.

Educational Implications:

It is critical for the school to have a highly qualified principal while we complete the recruitment, selection and hiring process for the next principal at Citrus School.

Fiscal Implications:

This should be very close to cost neutral for the District given differences in daily rates and employer costs.

Mandatory Instructions
(click to view)

CHICO UNIFIED SCHOOL DISTRICT
Business Services
1163 E. 7th Street, Chico, CA 95928
(530) 891-3000

2.1.3.

Page 2 of 3

Business Services Use Only

CA# _____

~~CONTRACT EMPLOYEE~~

CONSULTANT AGREEMENT

1. A completed BSI0a. "Certificate of Independent Consultant Agreement" guideline is:

☒ On File (click to view) ☐ Attached

2. A completed W9 "Request for Taxpayer Identification Number and Certification" form is:

☒ On File (click to view) ☐ Attached

This Agreement to furnish certain consulting services is made by and between Chico Unified School District and:

Name: Suzanne Michelony
Street Address/POB: 21 Pheasant Run Court
City, State, Zip Code: Chico, CA 95973
Phone: _____

Taxpayer ID/SSN: _____

This agreement will be in effect from: 02/14/11 to 03/18/11

Location(s) of Services: (site) Citrus Elementary School

3. Scope of Work to be performed: (attach separate sheet if necessary)

Interim Principal at Citrus Elementary School

4. Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Consultant services:

To maintain administrative support services at the school

5. Funding/Programs Affected: (corresponding to accounts below)

- 1) General Fund
2)
3)

6. Account(s) to be Charged:

	Pct (%)	Fund	Resource	Proj/Yr	Goal	Function	Object	Expense	Sch/Dept
1)	100.00	01	0000	0	0000	2711	5800	14	551
2)							5800	14	
3)							5800	14	

7. Is there an impact to General Fund, Unrestricted funding? ☒ Yes ☐ No

8. Payment to Consultant: (for the above services, District will pay Consultant as follows)

\$ 489.24 Per Unit, times 25.00 # Units = \$ 12,231.00 Total for Services

(Unit: ☐ Per Hour ☒ Per Day ☐ Per Activity)

9. Additional Expenses:

\$
\$
\$

Total for
0.00 Addit'l Expenses

\$ 12,231.00 Grand Total

10. Amounts of \$5,001.00 or more require Board Approval: (date to Board)

(to be completed by Business Services)

Consultant Name: Suzanne Michelony

11. ~~AGREED TO AND ACCEPTED:~~ (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)

02/23/2011
(Date)

(Date)

{Dns}

oyee
2-5-11
(Date)

CHECK REQUIRED (Invoice to accompany payment request):		DISPOSITION OF CHECK by Accounts Payable: (check released upon completion of services)	
<input type="checkbox"/> Partial Payment thru:		<input type="checkbox"/> Send to Site Administrator:	
	(Date)		(Date check required)
<input type="checkbox"/> Full or Final Payment		<input type="checkbox"/> Mail to Consultant	
\$	(Amount)	(Originating Administrator Signature - Use Blue Ink)	(Date)

February 2, 2011

MEMORANDUM TO: Board of Education
FROM: Kelly Staley, Superintendent
SUBJECT: Certificated Human Resources Actions

Name/Employee #	Assignment	Effective	Comment
<u>2010/11 Temporary Appointment(s) According to Board Policy</u>			
Callas, Christine	Secondary	1/18/11-5/26/11	0.2 FTE Temporary Appointment (in addition to current .8 FTE assignment)
Lafaix, Leanna	Elementary	1/28/11-5/26/11	0.2 FTE Temporary Appointment
Salindong, Debra Marie	Special Education	1/31/11-5/26/11	1.0 FTE Temporary Appointment
<u>2010/11 Leave Requests</u>			
Shockley, Amy	Elementary	1/28/11-5/26/11	0.2 FTE Personal Leave
<u>2011/12 Leave Requests</u>			
Johnson, Elizabeth	Secondary	2011/12	1.0 FTE Educational Leave

PROPOSED AGENDA ITEM: Update on CUSD Elementary Schools which fall under
 the Program Improvement Status (Chapman, Citrus, John
 McManus, Neal Dow, Parkview and Rosedale)

Prepared by: Joanne Parsley

☐ Consent

Board Date February 2, 2011

☒ Information Only

☐ Discussion/Action

Background Information

As requested by the Board of Trustees, information regarding the District's elementary schools in PI status will be presented.

Education Implications

The programs and practices of our elementary schools help meet the needs of students as we seek to continually improve student learning.

Fiscal Implications

TITLE: Architectural Services Agreement for design of the Lincoln Hall/Field House Project at Chico High School

Action X
Consent
Information

February 2, 2011

Prepared by: Michael Weissenborn, Facilities Planner/Construction Manager

Background information

Following the Board of Education's commitment to provide added facilities on the High School campuses, District Staff organized a series of community workshops and worked closely with the individual sites to identify their highest needs. The Staff, Students and Community of Chico High School identified the first priority as the addition of a new field house with a mat room and the second priority as the renovation of replacement or Lincoln Hall.

The District has traditionally contracted for architectural services in a single scope progressing from conceptual planning, through design development, construction documentation, review and approval, bidding process and construction administration. On the current round of projects we have broken that process into two steps with the first step being conceptual planning.

On September 15, 2010 the Board of Education authorized Staff to enter into a Professional Services Agreement with Stafford King & Wiese Architects in order to proceed with the conceptual phase of the Field House/Lincoln Hall project. The conceptual design phase identifies constraints, opportunities and potential solutions but is not intended to address every detail of the project development; these details are appropriately tackled during the design development phase.

On January 5, 2011, Stafford King & Wiese Architects presented a series of potential design solutions including preliminary budget estimates. These design solutions were developed following a series of programming meetings with the participation of District Staff, Maintenance & Operations, Food Service, Campus Administration, PE Staff, Athletics, Students, CARD and the After School Program. Multiple updates on the process have been presented to the School Site Council. The preferred option involves the replacement of Lincoln Hall with a building that provides a new kitchen/dining facility combined with a field house.

The addition of a field house will provide a critically needed teaching station during inclement weather, a practice space for basketball, volleyball and an additional venue for games and tournaments. The addition of the mat room space was also identified as a critical need. This need could be met by constructing an additional facility behind the existing gym.

Lincoln Hall was built in 1954 and is showing its age. Modification of the existing Lincoln Hall has been projected to cost in the same range as replacement of the facility due to changes in code impacting structural design, fire and life safety and access compliance

Educational Implications

The District's Strategic Plan states: "A safe, nurturing and inspiring environment is essential for individuals to thrive."

Fiscal Implications

The design development fees for this project will be allocated from Measure A Bond funds.

Recommendation

It is requested that the Board of Education grant authorization to the Superintendent or her designee to enter into the Architectural Services Agreement with Stafford King & Weise Architects to complete the design phase for the one-story combination Field House/Lincoln Hall scheme and mat room as recommended by Staff.

**AGREEMENT
FOR
ARCHITECTURAL SERVICES
FOR CHICO HIGH SCHOOL
LINCOLN HALL/FIELD HOUSE**

Chico Unified School District
1163 East 7th Street
Chico, California 95928

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS.....	3
ARTICLE 2 -EMPLOYMENT OF ARCHITECT	4
ARTICLE 3 - DESCRIPTION OF PROJECT	4
ARTICLE 4 - COMPENSATION	5
ARTICLE 5 - BASIC SERVICES TO BE RENDERED BY ARCHITECT	7
ARTICLE 6 - ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT.....	17
ARTICLE 7 - RESPONSIBILITIES OF DISTRICT	18
ARTICLE 8 - PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.....	19
ARTICLE 9 - WORKERS COMPENSATION INSURANCE.....	20
ARTICLE 10- ERRORS AND OMISSIONS INSURANCE.....	21
ARTICLE 11 - COMPLIANCE WITH LAWS.....	21
ARTICLE 12 - TERMINATION OF AGREEMENT	21
ARTICLE 13 - ARCHITECT AN INDEPENDENT CONTRACTOR	22
ARTICLE 14 - OWNERSHIP OF DOCUMENTS	22
ARTICLE 15 - LICENSING OF INTELLECTUAL PROPERTY	23
ARTICLE 16 - ACCOUNTING RECORDS OF ARCHITECT	24
ARTICLE 17 - INDEMNITY	24
ARTICLE 18 - TIME SCHEDULE.....	25
ARTICLE 19 - MISCELLANEOUS PROVISIONS	25

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is made and entered into by and between the Chico Unified School District, a school district duly organized and existing under the laws of the State of California (the "District"), and (the "Architect"), with respect to the following recitals:

- A. District proposes to undertake the construction of a New Field House and Dining Facility Addition at Chico High School that requires the services of a duly qualified and licensed architect.
- B. Architect(s) represent(s) that Architect(s) is/are licensed to provide architectural/engineering services in the State of California and is/are qualified to provide the services required by the District, the design and construction administration of public school(s).
- C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduced such terms to writing by this Agreement.

IN CONSIDERATION OF the covenants and conditions contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS

- 1.1. Additional Services. "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined herein in Article 6.
- 1.2. Agreement. "Agreement" shall mean this Agreement for Architectural Services.
- 1.3. Architect. "Architect" shall mean Stafford King Weise Architects.
- 1.4. Basic Services. "Basic Services" shall mean the Architect's design services, including but not limited to, structural, mechanical, and electrical engineering services, normally required to complete the Project, and as further defined herein in Article 5.
- 1.5. CDE. "CDE" shall mean California Department of Education.
- 1.6. Construction Documents. "Construction Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between the District and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

- 1.7. Contractor. "Contractor shall mean the General Contractor ultimately selected to perform work on the Project.
- 1.8. DSA. "DSA" shall mean Division of the State Architect.
- 1.9. District. "District" shall mean Chico Unified School District
- 1.10. Notice to Proceed. "Notice to Proceed" shall mean official notification to contractor by Architect identifying the date of commencement of the project, to be sent to the Contractor once the Agreement between the District and Contractor is executed.
- 1.11. OPSC. "OPSC" shall mean Office of Public School Construction.
- 1.12. Project. "Project" shall mean the work of improvement described in Article 3 and the construction thereof, including the Architect's services thereon, as described in this Agreement.

2. EMPLOYMENT OF ARCHITECT

District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill exercised by architects qualified to provide the services required by the District.

3. DESCRIPTION OF PROJECT

The Project concerning which such architectural services shall be provided is described as:

Architectural design services for construction of a Lincoln Hall/Field House Addition at Chico High School for the Chico Unified School District, 1163 East Seventh Street, Chico, California 95928.

4. COMPENSATION

4.1. Basic Services.

- 4.1.1. For all "Basic Services" as defined in Articles 2 and 5 of this Agreement, compensation shall be calculated pursuant to Exhibit A-1, and shall be paid pursuant to the following schedule:

Upon Completion of:

Schematic Design	10% of Total Basic Compensation
Design Development Phase	15% of Total Basic Compensation
Construction Documents Phase	45% of Total Basic Compensation
DSA Plan Check	5% of Total Basic Compensation
Bidding Phase	5% of Total Basic Compensation
<u>Construction Phase</u>	20% of Total Basic Compensation
TOTAL BASIC COMPENSATION	

- 4.1.2. Fees for Architect services shall be billed monthly and in proportion to the work completed within each phase.

- 4.1.2.2. The District may elect to split the project into multiple phases. The architect's fee formula shall be applied to each of these phases separately as if they were individual projects. The District recognizes that the decision to split the project into multiple phases is best made before the Construction Documentation Phase begins. Should the direction to split the project into phases be made after the Construction Document Phase has begun, the work required to modify completed documents will be treated as an Additional Service.

4.2. Additional services.

- 4.2.1. Under no circumstances shall Architect receive compensation for Additional Services absent prior, written District approval. For all "Additional Services," as defined in Articles 2 and 6 of this Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours worked by Architect's staff by their standard billing rates as attached in Exhibit "A-2," or as otherwise specifically approved in advance by District.

- 4.2.2. Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes.

- 4.3. Reimbursable Expenses.
- 4.3.1. Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed below. Expenses must be approved by the District in writing prior to incurring same.
- 4.3.1.1. Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; and long distance communications.
- 4.3.1.2. Expense of reproductions, postage and handling of drawings, specifications and other documents (excluding reproductions for the office use of the Architect and the Architect's consultants) shall be at the rates described in Exhibit A-2 "Architect's Schedule of Hourly Rates and Charges."
- 4.3.1.3. Expense of data processing and photographic production techniques when used in connection with Additional Services.
- 4.3.2. If authorized in advance by the District, expense of overtime work requiring higher than regular rates.
- 4.3.2.1 Expense of renderings, models or mock-ups requested by the District.
- 4.4. Payment for all Additional Services and for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on monthly basis upon approval by the District of the Architect's statement of services rendered and expenses incurred. Invoices or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses. Reimbursements shall be paid in accordance with Exhibit A-2, "Architect's Schedule of Hourly Rates and Charges."
- 4.5. Each payment to Architect shall be made in the usual course of District business after presentation by Architect of a claim approved by District's authorized representative designating the services performed, the method of computation of the amount payable, and the amount payable. District shall pay approved invoices within Thirty (30) days after proper submission by Architect.
- 4.6. The Architect's compensation shall be paid at the time and in the amount noted notwithstanding a delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor.
- 4.7. Should District cancel the Project pursuant to Article 12 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed so as to cover

services actually and satisfactorily performed to the date of such notice and shall include compensation only for services within the phase of performance at which Architect's work stopped, proportionate to the degree of completion of Architect's work on such phase.

5. BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1. General.

- 5.1.1. The Architect's Basic Services consist of the architectural, mechanical, structural, electrical, and design services required to complete the Project.
- 5.1.2. The Architect shall provide statements of probable construction cost described more fully hereinafter at each phase of his services, also as defined hereinafter. If such statements are in excess of the project budget, the Architect shall modify the proposed type, or quality of construction to come within the budgeted limit in consultation with District. Notwithstanding any other language in this Agreement, any statements of probable construction cost prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is understood that the Architect has no control over market, bidding and negotiation conditions and, therefore, cannot and does not warrant or represent that actual costs will not exceed any estimates.
- 5.1.3. Whenever the Architect's services include the presentation to the District of a Statement of Probable Construction Cost, the Architect shall not include any contingency for change orders caused by errors or omissions in the final construction documents.
- 5.1.4. At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents.
- 5.1.5. The Architect shall assist the District and its consultants in applying for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by DSA, OPSC and CDE in connection therewith.
- 5.1.6. The Architect shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the Project for approval by the District.
- 5.1.7. If the circumstances dictate, the preliminary and final working drawings and specifications shall be prepared so that portions of the work of the Project may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the project may be deferred.

- 5.1.8. The Architect will review the budgeted amount of the project with the District and establish a tentative project construction cost subject to later revision.
- 5.2. Consultants.
 - 5.2.1. Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performances of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's consultants shall also make periodic reviews and evaluations of the site to determine general conformance with the Project design and specifications and shall participate in the final Project reviews and development of any "punch list" items.
 - 5.2.2. District's Consultants. The Architect and Architect's consultants shall confer and cooperate with consultants employed by District.
- 5.3. Schematic Design Phase.
 - 5.3.1. The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.
 - 5.3.2. The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.
 - 5.3.3. The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.
 - 5.3.4. The Architect shall submit to the District a preliminary statement of probable costs based on current area, volume and other unit costs.
 - 5.3.5. Based on a mutual understanding of the District's requirements, the Architect shall prepare for the District's approval, Schematic Design Documents, which include but are not limited to: schematic design studies; site utilization plans; a description of the Project showing, among other things, the scale and relationship of the components of the Project; preparation of a written statement of probable costs and a written time schedule for the performance of the work that itemize constraints and critical path issues. Architect shall revise the written statement of probable costs and written time schedule for the performance of work as necessary to address changed conditions or start dates.

- 5.3.6 The Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from CDE, DSA, OPSC (if applicable), the State Fire Marshall, and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any related applications, notices or certificates to public agencies. Architect shall provide a copy of all such documents to the District.

5.4. Design Development Phase.

- 5.4.1. Following District's approval of the Schematic Design Documents and statement of probable costs, Architect shall provide necessary architectural and engineering services required by this agreement to prepare Design Development Documents fixing and describing the size and character of the Project and shall include, but are not limited to: site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required.
- 5.4.2. The Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from CDE, DSA, OPSC (if applicable), the State Fire Marshall, and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any related applications, notices or certificates to public agencies. Architect shall provide a copy of all such documents to the District. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- 5.4.3. The Architect shall advise the District of any adjustments to the preliminary statement of probable costs based on current area, volume and other unit costs.
- 5.4.4. Architect, assisted by District's consultants, shall identify areas of construction for which unit pricing shall be required as part of the contractor's bid.
- 5.4.5. Architect shall provide, at no expense to the District, five sets of preliminary plans for the review and approval of the District and one set for each public agency having approval authority over such plans. Said plans shall be provided in the appropriate electronic format as designated by District.

5.5. Construction Documents Phase.

- 5.5.1. Following the District's approval of the Design Development Documents and any adjustments of the construction budget, the Architect shall prepare for the approval of

District, Construction Documents consisting of working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes, colors, and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

- 5.5.1.1. The Architect shall provide the District with draft copies of the Construction Documents at 50% and 90% stages of completion. District shall review and comment upon the draft copies of the Construction Documents in a timely fashion.
- 5.5.2. The Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for approval prior to their use.
- 5.5.3. The Architect shall submit the Construction Documents to DSA for plan check, and make the necessary corrections to secure DSA approval.
- 5.5.4. The Architect shall give the District, at the time of DSA approval of the final form of the construction documents, Architect's final statement of probable costs based on the then current OPSC approved or OPSC recognized building cost index. The District shall review such documents and, unless this Agreement is terminated in accordance with the provisions of Article 12, below, set a date for the opening of bids.
- 5.6. Bidding and Negotiations Phase.
- 5.6.1. Following State and District's approval of Construction Documents and District's acceptance of the Architect's final statement of probable costs, Architect shall reproduce the Construction Documents in the number requested by the District and distribute the Construction Documents among interested contractors. Architect shall also direct the obtaining of bids, and shall assist the District in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the Contract for Construction.
- 5.6.2. The Architect's statement of probable costs at the time of DSA approval of the construction documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that statement, the Architect's statement shall be escalated by the cost-of-construction in the then current OPSC approved or OPSC recognized building cost index.
- 5.6.3. Should the lowest bid received exceed Architect's final statement of probable costs (or amount adjusted according to the then current OPSC approved or OPSC recognized building cost index), as accepted by District by more than ten percent (10%), the Architect shall, on request by District and as part of the Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such final statement of probable construction costs. Such changes in plans and specifications are Architect's only obligation in this regard. In making such changes, Architect will exercise the Architect's professional judgment in determining the balance between the size of the Project, the type of construction,

and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's statement of probable costs. The Architect may include in the construction documents one or more additive or deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's estimate.

- 5.6.4. The Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum professional requirements to allow the contractor to bid on the Project. The Architect shall not be liable for recommendations made in good faith.

5.7. Construction Phase.

- 5.7.1. The construction phase shall begin on the date of the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed substantially complete upon District's approval of Architect's final certificate for payment to the contractor, provided that such certification and payment shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement by Architect. Except as provided elsewhere, Construction phase services provided by Architect after the Project completion date established in the Construction Contract, including any extensions of time granted the Contractor, are additional services provided the delays in completing the work are beyond the control of the Architect.
- 5.7.2. The Architect shall advise, consult with, and serve as the District's representative in the general administration of the Contract for Construction and in District's dealings with the Contractor; however, the Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.
- 5.7.3. The Architect shall provide technical direction to a full time Project Inspector employed by and responsible to the District.
- 5.7.4. The Architect will endeavor to secure compliance by contractors with the contract requirements, but Architect he does not guarantee the performance of their contracts.
- 5.7.5. The Architect, as part of his basic professional services, will provide advice to the District on apparent deficiencies in construction following the acceptance of the work and prior to the expiration of the one-year General Construction Contract guarantee period of the project.
- 5.7.6. Communication Procedures.

- 5.7.6.1. The Architect will serve as the District's representative continuously during construction and until final payment. The Architect shall be the District's designated representative regarding all design issues.
- 5.7.6.2. The Architect shall copy the District on all correspondence that it sends to the Contractor.
- 5.7.7. The Architect shall provide direction to District's Project Inspector as to the interpretation of Contract and Construction Documents.
- 5.7.9. The Architect shall require the Contractor to prepare an accurate set of drawings indicating dimensions and locations of buried utility lines (showing as-built dimensions) and any changes or deviations in the work described in the Construction Documents, which shall be forwarded to the District upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the contract documents. In the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty to notify the District immediately in writing.
- 5.7.10. The Architect shall require the contractor to prepare and submit any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* and provide a copy of all such notifications to the District.
- 5.7.11. The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. The Contractor shall provide facilities for such access so that the Architect may perform its functions under the Contract Documents.
- 5.7.12. In the discharge of its duties of observation and interpretation, the Architect shall advise the Contractor of its contractual obligation to comply with the Construction Documents, and shall endeavor to guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District concerning the Contractor's compliance with the Construction Documents and shall assist the District in securing the Contractor's compliance. The Architect shall visit the site, both as the Architect deems necessary and as requested by the District, to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Construction Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector.
- 5.7.13. The Architect shall notify the District promptly of any discovered significant defects in materials, equipment or workmanship, and of any discovered default by any Contractor in the orderly and timely prosecution of the Project of which it becomes aware during the Construction Phase.

- 5.7.14. The Architect shall review and take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Construction Documents. The Architect will have the authority to reject work and materials which do not conform to the Construction Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Construction Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Construction Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also have authority to approve substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Construction Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness so as to cause no delay, and in no case longer than fourteen (14) days.
- 5.7.15. The Architect shall require any Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation by appropriate language to be included in the bid documents, as agreed upon by Architect and the District.
- 5.7.16. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or hired by the Architect.
- 5.7.17. The Architect shall prepare written monthly reports to the District regarding the progress of work during all pre-construction phases. During the Construction Phase, the Architect shall prepare written reports for each regularly scheduled meeting of the Governing Board and shall give oral reports to District staff before or after each site meeting. The Architect shall also make such regular reports as shall be required by agencies having jurisdiction over the Project.
- 5.7.18. The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude asbestos, lead paint and other hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing.

- 5.7.19. The parties recognize, however, that Architect is not trained or licensed in the recognition or remediation of Hazardous Substances. With respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or other-wise remediated. Subject to generally accepted standard of professional skill and care, Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.
- 5.7.20. Based on the Architect's observations and an evaluation of each Project Application for Payment, the Architect will determine the amount owing to the Contractor and will issue Project Certificates for Payment incorporating such amount in accordance with the Construction Documents. The issuance of a Project Certificate for Payment shall constitute a representation by the Architect to the District that to the best of the Architect's knowledge, information, and belief, the quality of the Project is in accordance with the Construction Documents based upon Architect's periodic observations and that the Contractor is entitled to payment in the amount certified.
- 5.7.21. Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating claims, disputes and other matters in question between the Contractor and the District, including, but not limited to, claims made against the District as a result of Architect or Architect's consultants' errors and omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. The Architect shall render written opinions to the District within a reasonable time on all such claims, disputes and other matters.
- 5.7.22. The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.
- 5.7.23. The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows.
- 5.7.24.1. District initiated changes. If a change order is requested by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District from the Contractor but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.

- 5.7.24.2. Change orders due to Architect negligence. When a change order is necessitated as a result of negligence in the exercise of Architect's professional duties, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessitated had the work been included in the bid documents.
- 5.7.24.3. Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.
- 5.7.25. If a change order is necessitated as a result of the negligence in the exercise of the Architect's professional duties, the Architect shall not receive any fee with respect to such change order. Also, the Architect shall be responsible for the cost of the following:
1. the reasonable excess cost to construct the work described in the change order, as compared with the cost to construct the work had it been included in the bid documents but only to the extent caused by the Architect's negligence; and
 2. any delay charges which the District incurs as a result of the negligence. In no event shall the Architect be responsible for costs associated with betterments or upgrades to the project.
- 5.7.26. The District may back charge the Architect for these costs and expenses, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collections.
- 5.7.27. The Architect shall determine the dates of substantial and final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor.
- 5.7.28. The Architect shall issue the certificate of substantial completion and final certificate for payment to the Contractor and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Construction Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.
- 5.7.29. The Architect shall assemble and deliver to District all written guarantees, instruction books, computer software programs, diagrams and charts required of Contractors and provide the District with one set of electronic and reproducible drawings, Record Drawings described in Paragraph 5.7.9 upon issuance of the Architect's certificate of completion.

- 5.7.30 Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act and with handicapped access requirements of the California Building Code, all as determined and enforced by the Division of the State Architect, in reviewing Architect's plans and specifications for this Project. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or hired by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to handicapped access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty to notify the District immediately in writing of the possible non-compliance. The Architect shall not be responsible for District's failure to adhere to the Contract Documents any applicable laws, codes and regulations incorporated therein, nor for any changes to the design made by the District without direct participation and written approval of the Architect.
- 5.7.31. Project construction cost as used in this agreement means the total cost to the District of all work designed or specified by the Architect, including work covered by approved change orders and/or alternates, but excluding the following: any payments to Architect or consultants, for costs of inspections, surveys, tests, and site landscaping not included in project.
- 5.7.32. When labor or material is furnished by the District below its market costs, the project construction cost shall be based upon current market cost of labor and new material.
- 5.7.33. The project construction cost shall be the acceptable statement of construction costs to the District as submitted by the Architect until such time as bids have been received, whereupon it shall be the initial construction contract amount.
- 5.7.34 Statements of Construction Cost shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the Architect, considering prevailing construction costs and including all work for which bids will be received. It is understood that the project construction cost is affected by the labor and/or material market as well as other conditions beyond the control of the Architect or District and therefore, the Architect cannot and does not warrant or represent that actual costs will not exceed any estimates.

6. ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

- 6.1. The services described in this Article 6 are not included in Basic Services, and they shall be paid for by the District as provided in this Agreement, in addition to the compensation for Basic Services. If services described under the following subparagraphs are required due to circumstances beyond the Architect's control, the Architect shall notify the District prior to commencing such services. If the District deems that such services described under the following subparagraphs are not required, the District shall give prompt written notice to the Architect. If the District indicates in writing that all or part of such Additional Services are not required, the Architect shall have no obligation to provide those services. In no instance shall the fee for additional services be higher than the fee would be for the same scope of work had the work been performed under the Basic Service section.
- 6.2. The following list of services are not included in the Basic Services to be provided under this Agreement, and they will be performed only in accordance with 6.1, above:
1. providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the District's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Article 5.
 2. providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;
 3. providing coordination of Projects performed by separate contractors or by the District's own forces;
 4. providing services in connection with an arbitration proceeding or legal proceeding except where the Architect is party thereto;
 5. making revisions in Drawings, Specifications or other documents when such revisions are:
 - a. inconsistent with approvals or instructions previously given by the District, including revisions made necessary by adjustments in the District's program or Project budget;
 - b. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
 6. providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

7. providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the District or Contractor under the Contract for Construction;
8. providing services after issuance to the District of the final Certificate for Payment;
9. at the District's request, selecting moveable furniture, equipment or articles which are not included in the Construction Documents; and
10. if directed by the District, the employment of special consultants including but not limited to the preparation of special delineations and models, and overtime work by the Architect's employees to accomplish anything that is not part of this base agreement.

7. RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

1. provide full information as to the requirements and educational program of the project, including realistic budget limitations and scheduling;
2. pay all fees required by any reviewing or licensing agency;
3. designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Agreement and the Construction Documents. The District shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the project.
4. furnish, at the District's expense, the services of a Project Inspector;
5. review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;
6. issue appropriate orders to Contractors through the Architect;
7. furnish existing soil investigation or geological hazard reports which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect;
8. provide information regarding programmatic needs and specific equipment selection data;
9. furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract and Construction Documents,

which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect;

10. furnish prompt notice of any fault or defects in the Project or non-conformance with the Construction Documents of which the District becomes aware;
11. furnish all legal advice and related services required for the project; and
12. notify the Architect in writing of apparent deficiencies in materials or workmanship during the Contractor's one year guarantee period.
13. the District shall procure a certified survey of the site, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.
14. the District shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

- 8.1. Prior to the commencement of services under this Agreement, the Architect shall furnish to the District a Certificate of Insurance for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account or injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.

- 8.2. The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than Two Million Dollars (\$2,000,000) general aggregate, One Million Dollars (\$1,000,000) personal and advertising injury aggregate, with a per occurrence limit of One Million Dollars (\$1,000,000); Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit.
- 8.3. The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage.
- 8.4. At the time of making application for any extension of time, the Architect shall submit evidence that insurance policies will be in effect during the requested additional period of time.
- 8.5. If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.
- 8.6. Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.
- 8.7. Each of the Architect's consultants shall comply with this Article, and the Architect shall include such provisions in its contracts with them.

9. WORKERS COMPENSATION INSURANCE

Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self- Insurance satisfactory to the District.

10. ERRORS AND OMISSIONS INSURANCE

Professional Liability Insurance covers errors and omissions and wrongful acts by Architect in the performance of the work. For Architect, such insurance shall bear a combined single limit per claim of not less than \$500,000 or the constructed value of the project, whichever is greater; or not less than \$1,000,000 if the constructed value is greater than \$1,000,000. For Consultant retained by Architect, such insurance shall bear a combined single limit per claim of not less than \$500,000 or the amount of Consultant's Subcontract, whichever is greater. Professional Liability Insurance is not required for conceptual or preliminary type of work or for interior design of the work. Such insurance shall remain in full force and effect for the same period as the Commercial General Liability Insurance.

11. COMPLIANCE WITH LAWS

Architect shall be familiar with and shall exercise due and professional care to comply with State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project. It is understood, however, that various codes and regulations are subject to varying and sometimes contradictory interpretation. Architect shall exercise its professional skill and care consistent with the generally accepted standard of care to provide a design that complies with such regulations and codes.

12. TERMINATION OF AGREEMENT

- 12.1. Termination by District. This Agreement may be terminated or the Project may be cancelled by the District at any time for any or no reason immediately upon written notice to the Architect. In such event, the Architect shall be compensated for the services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.
- 12.2. Termination by Architect. This Agreement may be terminated by the Architect upon written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's substantial failure to perform, status of work completed as of the date of termination together with a description, and a cost estimate of the effort necessary to complete work in progress. In such event, the Architect shall be compensated for services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

12.3. Termination - Miscellaneous.

- 12.3.1. Following the termination of this Agreement for any reason whatsoever, upon full payment to the Architect for services rendered, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium or expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Architect. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation. If the Architect for any reason is not allowed to complete all of the services under the Agreement, the Architect shall not be responsible for the accuracy, completeness or constructability of the documents prepared by the Architect. If the documents are used, reused, modified or completed by the District or another party the District shall indemnify and hold the Architect harmless from any and all claims, damages, and liabilities resulting there from.
- 12.3.2. In the event of the termination of this Agreement for any or no reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium or expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to the Agreement shall immediately, upon request by the District, be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever including, but not limited to, a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

13. ARCHITECT AN INDEPENDENT CONTRACTOR

It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

14. OWNERSHIP OF DOCUMENTS

- 14.1. All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement are instruments of service but shall, upon full payment to the Architect for services rendered, become the property of the District pursuant to Education Code §17316 for use solely in connection with the project for which they are intended. Any other use shall be at the District's sole risk without liability to the

Architect and the District shall defend, indemnify and hold the Architect harmless for any and all claims and liabilities arising there from.

- 14.2 The Architect will provide the District with a set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Agreement upon request by the District. The District recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided to the District are for informational purposes only and are not intended as an end-product. The Architect makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents.

15. LICENSING OF INTELLECTUAL PROPERTY

- 15.1. Provided the Architect has been fully paid for services rendered, this Agreement creates a non-exclusive perpetual license for the District to use, any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement solely for the project for which they were prepared. Any other use shall be at the District's sole risk without liability to the Architect and the District shall defend and indemnify the Architect from claims arising there from. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
- 15.2. Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect prepared or causes to be prepared to this Agreement. Architect shall indemnify and hold the District harmless pursuant to Paragraph 18.1 of this Agreement for any breach of this Article. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents or any other works of authorship fixed in any tangible medium of expression including, but not limited to, physical drawings, data magnetically or

otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District. Notwithstanding any other provisions in this Agreement, the Architect shall not be in violation of this Agreement if the Architect utilizes any standard details that may be incorporated into the work product generated by the Architect in connection with this Project. The District understands that regardless of any transfer of ownership or copyright rights granted to the District pursuant to the terms of this Agreement, the Architect shall in no way be restricted or prohibited from future use of any such standard details.

16. ACCOUNTING RECORDS OF ARCHITECT

The Architect's records of accounts regarding the Project shall be kept on a generally recognized accounting basis and shall be available to the District or its authorized representative at mutually convenient times.

17. INDEMNITY

- 17.1. Architect Indemnification. The Architect shall indemnify, and hold harmless the District, the Governing Board of the District, each member of the Board, and their officers, and employees against the payment of any and all costs and expenses including, but not limited to, attorney's fees and litigation costs, claims, suits and liability resulting from, arising out of, or in any way connected with any negligent or wrongful acts or omissions of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement.
- 17.2. District Indemnification for Use of Third Party Materials. The District shall indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or reuse of that former design professional's design or construction documents in performing this Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually redraws or completes such other designs or construction documents; (b) Architect complies with the provisions of this Agreement regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or construction documents in question.
- 17.3. District Indemnification for Re-Use of Architect's Contractual Product. The District shall, indemnify and hold harmless the Architect and its employees against any and all claims arising out of reuse, by the District or any of its agents, of Architect's designs or construction documents as described in Paragraph 16.1 of this Agreement.

18. TIME SCHEDULE

- 18.1. Time for Completion. The Architect shall put forth reasonable efforts consistent with the generally accepted standard of professional skill and care to complete the Project according to the schedule attached as Exhibit "B" to this Agreement.
- 18.2. Delays. The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of the Architect or its consultants, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

19. MISCELLANEOUS PROVISIONS

- 19.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Butte County, California provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- 19.2. The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement excepting preparation of portions of the Construction Documents by duly licensed professional consultants without the prior written consent of the District.
- 19.3. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding.
- 19.4. All notices, certificates, or other communications hereunder shall be deemed given when: a) personally delivered; b) mailed by postage prepaid certified mail; or c) e-mail or facsimile, when accompanied by a proof of delivery and receipt, to the parties at the addresses set forth below:

District: Chico Unified School District
1163 East Seventh Street
Chico, California 95928

Architect: Stafford King Wiese Architects
622 20th Street
Sacramento, California 95811

- 19.5. This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.
- 19.6. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 19.7. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
- 19.8. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.
- 19.9. This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Architect, by the execution of this Agreement, acknowledges that the Architect has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- 19.10. The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this ____ day of February, 2011.

ARCHITECT:

DISTRICT:

STAFFORD KING WIESE ARCHITECTS

CHICO UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Maureen Fitzgerald
Assistant Superintendent - Business Services

Exhibit A-1
Architect's Fee Schedule

Field House and Dinning Commons- Estimated
Construction Costs \$6,519,567

First	\$1,000,000	x	10%	\$100,000
Next	\$1,000,000	x	9.50%	\$95,000
Next	\$2,000,000	x	9.00%	\$180,000
Next	\$2,519,567	x	8.50%	\$214,163
Credit for Conceptual Planning Services				(\$58,916)
Sub Total				\$530,247

Mat Room - Estimated Construction Costs \$1,500,000

First	\$1,000,000	x	10%	\$100,000
Next	\$500,000	x	9.50%	\$47,500
Sub Total				\$147,500

TITLE: Construction Academy Laboratory at Fair View High School

Action X
Consent
Information

February 2, 2011

Prepared by: Michael Weissenborn, Facilities Planner/Construction Manager

Background information

On March 3, 2010 the Board of Education accepted a list of potential projects that would utilize the remaining Measure A funds in support of the District's facilities needs at the high school level. This list included an allocation for Alternative Programs. District staff held a series of meetings with Staff, Students and Community Groups to identify the highest needs for Alternative Education. The first priority for Alternate Education was identified as a covered and secure workspace for the Construction Academy to include electrical outlets appropriate for tools and equipment used by the program.

Thomson and Hendricks Architects were retained by the District to investigate the programming needs and to develop conceptual designs for appropriate facilities solutions for the Construction Academy at the Fair View/AFC campus. These conceptual designs were presented to the Board of Education on January 5, 2011. Staff recommended a design that includes a permanent enclosed shop space with an attached shade structure that will provide a teaching station with program flexibility.

Educational Implications

The District's Strategic Plan states: "A safe, nurturing and inspiring environment is essential for individuals to thrive."

Fiscal Implications

Funding for this project will be provided from Measure A bond funds.

Recommendation

It is requested that the Board of Education direct staff to develop an Architectural Services Agreement with Thomson & Hendricks Architects for the design of a Construction Technology Laboratory at the Fair View High School campus.

TITLE: Site Selection for Inspire School of Arts and Sciences

Action X
Consent
Information

February 2, 2011

Prepared by: *Michael Weissenborn, Facilities Planner/Construction Manager*

Background information

Inspire school of Arts and Sciences began its first year in the fall of 2010 and is temporarily located on the Chico High School Campus. District Staff has been working with Inspire to identify an appropriate location for the school.

On January 5, 2011, NTD Architects presented a study summarizing the facilities requirements for Inspire's educational program and a conceptual plan to house Inspire on the Chapman Elementary School campus. The Board of Education directed staff to explore all other appropriate facilities options and report back with a recommendation to house Inspire.

Educational Implications

The District's Strategic Plan states: "A safe, nurturing and inspiring environment is essential for individuals to thrive."

Fiscal Implications

The source of funding for the relocation of Inspire School of Arts and Sciences will be one of the Capital Funds either Measure A bond funds or developer fees.

Recommendation

It is recommended that the Board of Education direct staff to continue with development of a location for Inspire School of Arts and Sciences on the Chapman Elementary campus in compliance with all appropriate regulations. It is also recommended that the Board of Education direct staff to begin the process of developing plans and specifications for additional support facilities to be constructed at that point in time when additional charter facility funds become available from the State of California.

TITLE: Approval of a Variable Term Waiver Request for an Early Childhood Special Education Credential for Debra Marie Salindong

Action: ☒
Consent: ☐
Information: ☐

February 2, 2011

Prepared by: Bob Feaster, Assistant Superintendent-Human Resources

Background Information

Request approval of a Variable Term Waiver Request for an Early Childhood Special Education Credential to cover the assignment of a Certificated employee (Debra Marie Salindong) in the position of SDC-SH Preschool teacher for the 2010/11 school year beginning on January 31, 2011.

Educational Implications

Approval of this Variable Term Waiver Request will allow Ms. Salindong to teach while completing requirements for the Credential.

Fiscal Implications

None

Additional Information

Recommendation

It is recommended that the Board of Education approve the Variable Term Waiver Request for Debra Marie Salindong.



VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be clear enough to photocopy.

1. EMPLOYING AGENCY (include mailing address) Chico Unified School District 1163 E. 7th Street, Chico, CA 95928 NPS/NPA (list county code)	County/District CDS Code 04-61424	Contact Person: Heather Deaver Telephone #: 530-891-3000 E-Mail: hdeaver@chicousd.org
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2. APPLICANT INFORMATION

Social Security Number

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed LiveScan receipt (41-LS) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name **Salindong** **Debra Marie** **Lynn**
Last First Middle

Former Name(s) Birth Date

Applicant's Mailing Address
Chico, CA 95928

Credential Needed for Waiver **Ed Specialist: Early Childhood Special Education**
(List specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment **Preschool Special Education Teacher**
Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: _____
- Is this a full time position? ☐ Yes ☒ No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s)
- Is this a subsequent waiver? (see #9 for additional information) ☐ Yes ☒ No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: **44265**

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): **01** / **31** / **2011** to **07** / **30** / **2011**

Ending date of school term, track, or year: **05** / **26** / **2011**

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE HIGH INCIDENCE AREA FOR THE ASSIGNMENT

- ☒ Special Education
- ☐ Clinical or Rehabilitative Services
- ☐ Speech-Language Pathology Services
- ☐ Driver Education and Training
- ☐ 30-Day Substitute

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- ☐ Advertised in local/national newspapers
- ☐ Advertised in professional journals
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Contacted IHE placement centers
- ☒ Distributed job announcements
- ☒ Internet
- ☐ Other

Special Education is a recognized statewide high incidence area

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

1. Education Specialist Credential completed - Moderate/Severe emphasis

***Student Teaching assignment in Autism Program - preschool to elementary age**

2. Teaching experiences - special populations 2007 to present. Students ranged in ages 3 to 5 preschool, K-6, and secondary 9-12.

3. Related experiences with preschool students with disabilities - social play groups, communication skills, self-help skills, and pre-academic (Little Red Hen Program - 3 years), supporting students ages 3 to 5 and school aged.

**4. Course work specific to childhood development and special populations
Educational Psychology, Assessment and Instruction, Teaching Individuals with Disabilities**

5. Other training specific to waiver request

*** Discrete Trial Training for students with Autism (preschool)**

*** DRDP - Preschool assessment standards**

*** TEACH Model Training - Autism**

***Behavior Management - Workshop / Butte County Office of Education**

6. NON STATEWIDE LOW INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- ☐ Administrative Services
- ☐ Single Subject Teaching (all subject areas)
- ☐ Designated Subjects – except driver education and training
- ☐ Library Media Services
- ☐ Multiple Subject Teaching
- ☐ Pupil Personnel Services: Counseling, Psychology, Social Work
- ☐ Reading Specialist/Certificate
- ☐ Teacher of English Learner Students

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- ☐ Distributed job announcements
- ☐ Contacted IHE placement centers
- ☐ Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- ☐ Advertised in local/national newspaper
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Advertised in professional journals
- ☐ Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position? _____

How many individuals credentialed in the authorization of the waiver request were interviewed? _____

What were the results of those interviews? (Please indicate answers in numbers)

- _____ Applicant(s) withdrew
- _____ Candidate(s) declined job offer
- _____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

Section 6a, b, c, d and e are not applicable to Special Education. Special Education is a statewide High Incidence Area Waiver request covered under Section 5.

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the document named above as the credential goal and a target date by which he or she plans to complete those requirements.

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
ECSE Credential Program	June 2013

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name Jeana Morrison Position Sp. Ed-Preschool Teacher

9. SUBSEQUENT WAIVER REQUESTS

- ☐ Attached is a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

- ☒ Yes ☐ No ☐ Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer "yes" to any question, a full explanation is required, using a separate sheet of paper. You must disclose all criminal convictions (misdemeanors and/or felonies) including convictions based on a plea of no contest. You must disclose a conviction no matter how much time has passed and even if the case has been dismissed pursuant to Penal Code Section 1203.4. You may omit misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.

Warning: Failure to disclose any information requested is considered falsification of your application and is grounds for denial of your application and/or disciplinary action against your credential.

☐ Please check here if you have ever held any credential or license authorizing service in the public schools in another state.

State _____ Type of credential _____

<p>a. Have you ever been dismissed, non-re-elected, or suspended without pay for more than ten days, or retired or resigned from, or otherwise left school employment because of allegations of misconduct or while allegations of misconduct were pending?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input checked="" type="checkbox"/>
<p>b. Have you ever been convicted, including a conviction based on a plea of no contest, of any felony or misdemeanor in California or any other place? You must disclose your conviction even if the case was dismissed pursuant to Penal Code Section 1203.4. You may omit misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, offense, and a short summary of the incident(s) that led to the conviction(s).</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input checked="" type="checkbox"/>
<p>c. Are you currently the subject of any inquiry or investigation by a state or federal law enforcement agency or a licensing agency in California or any other state OR have you ever been the subject an inquiry or investigation by a state or federal law enforcement agency or a licensing agency in California or any other state regarding alleged misconduct that involved children or took place on school property?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, agency name, and a short summary of the incident(s) that led to the investigation and the results of the investigation.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input checked="" type="checkbox"/>
<p>d. Are any criminal charges currently pending against you?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, and a short summary of the incident(s) that led to the charge(s).</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input checked="" type="checkbox"/>
<p>e. Is any disciplinary action now pending against you in any school district or with any other school employer?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, type of action, school district or school employer name, and a short summary of the incident(s) that led to the pending action.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input checked="" type="checkbox"/>
<p>f. Have you ever had any professional or vocational license or any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service or teaching revoked and/or otherwise subjected to any other disciplinary action (including an action that was stayed) <u>for cause</u> in California or any other state or place?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, agency name, and a short summary of the incident(s) that led to the investigation and the results of the investigation.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input checked="" type="checkbox"/>
<p>g. Have you ever had any application for a credential, including but not limited to, any Certificate of Clearance, permit, credential, license, or other document authorizing public school service or teaching, denied and/or rejected <u>for cause</u> in California or any other state or place?</p> <p>If the answer is yes, you must submit a full explanation on a separate sheet of paper. Include dates, location, name of licensing agency, and a short summary of the incident(s) that led to the denial or rejection.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input checked="" type="checkbox"/>

12. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

☒ **Public School District:** Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

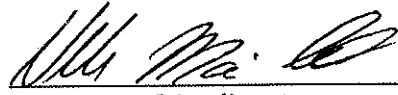
☐ **County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency:** Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #14 below, the person signing verifies that there were no objections to this waiver request.

13. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.


Signature of Applicant
(Sign full legal name as listed in #2)

1-25-11
Date

14. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: _____
Title: Assistant Superintendent, Human Resources
Date: January 26, 2011