



# **Governing Board Agenda**

**July 12, 2017**

## **Welcome**

Welcome to the meeting of the National School District Governing Board. Your interest in our school district proceedings is appreciated.

## **Our Governing Board**

Our community elects five Board members who serve four-year terms. The Board members are responsible for the overall operation of the school district. Among its duties, the Board adopts an annual budget, approves all expenditures, establishes policies and regulations, authorizes employment of all personnel, approves curriculum and textbooks, and appoints the Superintendent.

### **Barbara Avalos, Member**

Ms. Avalos was first elected to the Governing Board in November 2008 and her present term expires December 2020.

### **Maria Betancourt-Castañeda, Clerk**

Ms. Betancourt-Castañeda was first elected to the Governing Board in November 2014 and her present term expires December 2018.

### **Brian Clapper, Member**

Mr. Clapper was first elected to the Governing Board in November 2012 and his present term expires December 2020.

### **Maria Dalla, President**

Ms. Dalla was first elected to the Governing Board in November 2014 and her present term expires December 2018.

### **Alma Sarmiento, Member**

Ms. Sarmiento was first elected to the Governing Board in November 1992 and her present term expires December 2018.

## **This meeting may be recorded**

In accordance with Board Policy, audiotapes of Board meetings are available for review for 30 days following the meeting. Please contact the Superintendent's Office at 619-336-7705 if you wish to schedule an appointment to listen to the audiotape.

From time-to-time writings that are public records, which are related to open session items on an agenda for a regular meeting, may be distributed to school board members after the posting of the agenda. Whenever this occurs, such writings will be available for public inspection in the office of the Superintendent located at 1500 N Avenue, National City, California, 91950.

### **Speaking to the Board**

If you wish to speak to the Board, please fill out a Request to Speak card located on the table at the entrance to the Board Room and give it to the Recording Secretary. Board policy and state law stipulate that no oral presentation shall include charges or complaints against any employee of the District, including the Superintendent, regardless of whether or not the employee is identified by name or by another reference which tends to identify. California law requires that all charges or complaints against employees be addressed in Closed Session unless the employee requests a public hearing. All such charges or complaints therefore must be submitted to the Board under the provision of the District's policy. At the appropriate time, the Board President will invite speakers to approach the podium. Please use the microphone and state your name and address. This information is necessary in order to maintain accurate records of the meeting. Speakers are requested to limit their remarks to three minutes.

### **Compliance with Americans With Disabilities Act**

The National School District, in compliance with the Americans with Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such accommodation.

### **Translation Services**

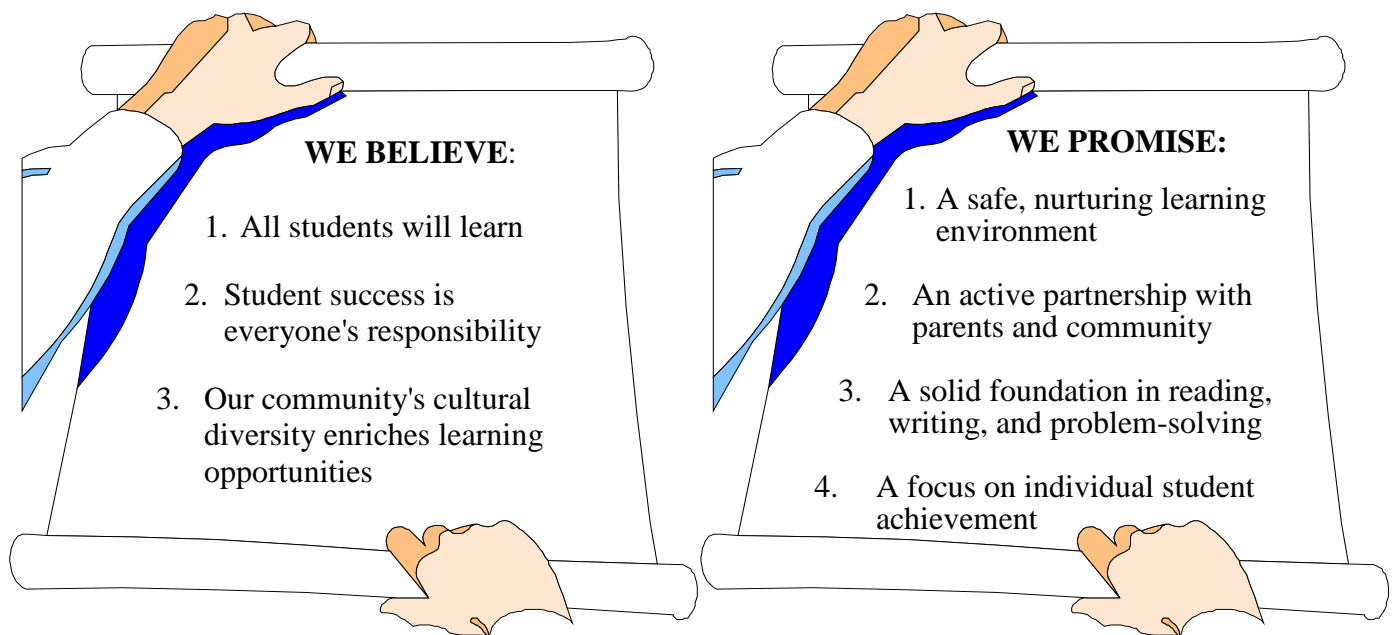
Members of the public who require translation services in order to participate in the meeting should contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

### **Equal Opportunity Employer**

The National School District is committed to providing equal educational, contracting, and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District official who monitors compliance is the Assistant Superintendent--Human Resources, 1500 N Avenue, National City, California, 91950, phone 619-336-7722. Individuals who believe they have been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District's Human Resources Office.

### **District Vision and Core Values**

## ***Creating Successful Learners...NOW***





## **REGULAR MEETING OF THE GOVERNING BOARD**

Administrative Center  
1500 "N" Avenue  
National City, CA 91950

Wednesday, July 12, 2017

Closed Session -- 5:00 p.m.

Open Session -- 6:00 p.m.

## **AGENDA**

If you wish to speak to the Board, please fill out a Request to Speak card located on the table at the entrance to the Board Room.

**NATIONAL SCHOOL DISTRICT**  
1500 'N' Avenue • National City, CA 91950 • (619) 336-7500 • Fax (619) 336-7505 • <http://nsd.us>

*Creating Successful Learners... Now*

July 12, 2017

**1. CALL TO ORDER**

**2. PUBLIC COMMUNICATIONS**

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters unless such time limit is waived by a majority vote of the Board. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

**3. ADJOURN TO CLOSED SESSION**

**4. CLOSED SESSION**

Closed session in accordance with Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Three Cases

Closed session in accordance with Government Code Section 54957:  
PUBLIC EMPLOYEE APPOINTMENT  
Title: Assistant Principal

**5. RETURN TO OPEN SESSION**

**6. CALL TO ORDER**

**7. PLEDGE OF ALLEGIANCE**

**8. ROLL CALL**

**9. PRESENTATIONS**

**9.A.** Introduce and welcome the new employees.

Leticia Hernandez,  
Director, Human  
Resources

**9.B.** Presentation regarding responses to Request for Qualifications (RFQ) for  
Legal Services.

Leighangela Brady,  
Superintendent

July 12, 2017

## **10. PUBLIC COMMUNICATIONS**

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## **11. AGENDA**

### **11.A. Approve agenda.**

Leighangela Brady,  
Superintendent

## **12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

### **12.A. Minutes**

**12.A.I.** Approve the minutes of the Regular Board Meeting held on June 28, 2017. Leighangela Brady,  
Superintendent

### **12.B. Administration**

**12.B.I.** Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints. Leighangela Brady,  
Superintendent

### **12.C. Human Resources**

**12.C.I.** Give the Director of Human Resources preauthorization to hire 8 Temporary Classroom Teachers, 17 Temporary Overflow Teachers, 25 Temporary Impact Teachers, and 8 Temporary Teachers for CELDT testing for the 2017-2018 school year. Leticia Hernandez,  
Director, Human  
Resources

### **12.D. Educational Services**

**12.D.I.** Approve the Single School Plans for Student Achievement for the 2017-2018 school year (Exhibit A). Paula Jameson-Whitney, Assistant  
Superintendent,  
Educational Services

**12.D.II.** Adopt Resolution #17-18.01 certifying the approval of the National School District Governing Board to enter into contract (CSPP-7458) with the California State Department of Education for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2017-18. Paula Jameson-Whitney, Assistant  
Superintendent,  
Educational Services

July 12, 2017

**12.E. Business Services**

**12.E.I.** Ratify/approve purchase orders, contracts and warrants as summarized and detailed in exhibit B.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**13. GENERAL FUNCTIONS - None**

Leighangela Brady,  
Superintendent

**14. POLICIES, REGULATIONS, BYLAWS**

**14.A.** First reading of Board Policies and Administrative Regulations from California School Boards Association updates (Exhibit C).

Leighangela Brady,  
Superintendent

**15. EDUCATIONAL SERVICES**

**15.A.** Approve Consultant Contract #CT3406 with the University of California, San Diego (UCSD) to provide Reading and Literature Project Training in Results for John Otis School teachers.

Paula Jameson-  
Whitney, Assistant  
Superintendent,  
Educational Services

**15.B.** Ratify Contract #CT3408 with MCF Consulting, Inc. for Medi-Cal Administrative Activities Program for the 2013-14 and 2015-16 billing cycles.

Paula Jameson-  
Whitney, Assistant  
Superintendent,  
Educational Services

**15.C.** Approve Contract #CT3409 with Excelsior Academy for Non-Public School placement and Individual Service Agreement for the 2017-18 school year.

Paula Jameson-  
Whitney, Assistant  
Superintendent,  
Educational Services

**16. HUMAN RESOURCES**

**16.A.** Approve Consultant Contract #CT3289 with Donna Patrick to provide administrative coaching and Educator Evaluation facilitation.

Leticia Hernandez,  
Director, Human  
Resources

**16.B.** Approve On-loan Agreement #CT3308 between the University of California at San Diego (UCSD) and National School District (NSD) for Sarah Peterson to serve as 50% Director of the California Reading & Literature Project, Regional Office.

Leticia Hernandez,  
Director of Human  
Resources

**17. BUSINESS SERVICES**

**17.A.** Update on the Child Nutritional Services (CNS) Provision 2 status.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

July 12, 2017

**17.B.** Approve Contract #CT3407 with Webb Cleff Architecture and Engineering, Inc., for Architectural Services for the Parking Lot and Drop Off/Pick Up Area Upgrades at Olivewood and Palmer Way Schools.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**17.C.** Adopt Resolution #17-18.02 authorizing contracting pursuant to bid and award documents from the Chula Vista Elementary School District for the fresh fruits and vegetables, piggyback contract bid (Bid #15/16-9 Produce Products).

Christopher Carson,  
Assistant  
Superintendent of  
Business Services

**17.D.** Adopt Resolution #17-18.03 authorizing contracting to cooperative Request For Proposal (RFP) and award documents from the San Gabriel Valley Food Services Cooperative Purchasing Group for the purchase of frozen and refrigerated food piggyback contract (RFP #1173-15/16).

Christopher Carson,  
Assistant  
Superintendent of  
Business Services

**17.E.** Accept gifts.

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**18.** BOARD WORKSHOP – None

**19.** BOARD/CABINET COMMUNICATIONS

**20.** ADJOURNMENT

July 12, 2017

Agenda Item: **1. CALL TO ORDER**

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Quick Summary /  
Abstract: Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters unless such time limit is waived by a majority vote of the Board. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Agenda Item: **3. ADJOURN TO CLOSED SESSION**

Agenda Item: **4. CLOSED SESSION**

Quick Summary /  
Abstract: Closed session in accordance with Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Three Cases

Closed session in accordance with Government Code Section 54957:  
PUBLIC EMPLOYEE APPOINTMENT  
Title: Assistant Principal

Agenda Item: **5. RETURN TO OPEN SESSION**

Agenda Item: **6. CALL TO ORDER**

Agenda Item: **7. PLEDGE OF ALLEGIANCE**

Agenda Item: **8. ROLL CALL**

Quick Summary /  
Abstract: Board:  
Barbara Avalos  
Maria Betancourt-Castaneda  
Brian Clapper  
Maria Dalla  
Alma Sarmiento

Staff:  
Leighangela Brady, Ed.D., Superintendent-Administration  
Chris Carson, Assistant Superintendent-Business Services  
Leticia Hernandez, Director-Human Resources  
Paula Jameson-Whitney, Assistant Superintendent-Educational Services



July 12, 2017

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Introduce and welcome the new employees.**

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary / Abstract: The employees on the attached list were approved at the June 28, 2017 Governing Board Meeting.

Comments: Leticia Hernandez, Director of Human Resources will introduce and welcome the new employees.

Attachments:  
Introduce & Welcome

| <b>Introduce &amp; Welcome</b><br><b>7/12/17</b> |                             |                                    |
|--|-----------------------------|------------------------------------|
| <b>Name</b>                                      | <b>Position</b>             | <b>Location</b>                    |
| Georgina Lekovish                                | Classroom Teacher           | Kimball School                     |
| Monica Tagaban                                   | School Psychologist         | Olivewood School                   |
| Lilia Trevizo                                    | School Psychologist         | Ira Harbison/Lincoln Acres Schools |
| Taylor Whitmore                                  | Classroom Teacher           | Central School                     |
| Eileen Williams                                  | Speech Language Pathologist | District Office                    |

July 12, 2017

Agenda Item: **9.B. Presentation regarding responses to Request for Qualifications (RFQ) for Legal Services.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: On March 29th, 2017, NSD issued Request of Qualifications number RFQ 16-17-239 for Legal Services. The deadline for submission of responses was May 5th. The following legal firms submitted a response to this RFQ:

1. Dannis, Woliver & Kelley (DWK)
2. Currier & Hudson
3. Lozano Smith
4. Atkinson, Andelson, Loya, Ruud & Romo (AALRR)
5. Fagen, Friedman, & Fulfroft (F3 Law)
6. Best Best & Krieger (BBK)
7. Adams, Silva & McNally
8. Richards, Watson, Gershon
9. Sedgwick

After a review by District staff, five firms were selected to provide a brief presentation regarding their services to the Governing Board. The firms selected were DWK, Currier and Hudson, Lozano Smith, AALRR, and F3 Law.

July 12, 2017

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Quick Summary /  
Abstract: Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters unless such time limit is waived by a majority vote of the Board. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

July 12, 2017

Agenda Item: **11. AGENDA**

Agenda Item: **11.A. Approve agenda.**

Speaker: Leighangela Brady, Superintendent

Recommended Motion: Approve agenda

July 12, 2017

Agenda Item: **12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Quick Summary /  
Abstract: All items listed under the Consent Calendar are considered by the Board in one action.  
There will be no discussion of these items prior to the time the Board votes on the motion,  
unless members of the Board, staff, or public request specific items to be discussed and/or  
removed from the Consent Calendar.

Recommended  
Motion: Approve Consent Calendar

July 12, 2017

Agenda Item: **12.A. Minutes**

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on June 28, 2017.**

Speaker: Leighangela Brady, Superintendent

Attachments:  
Board Minutes - 06/28/2017

**NATIONAL SCHOOL DISTRICT  
Minutes of the Regular Meeting  
GOVERNING BOARD**

June 28, 2017  
6:00 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**Attendance Taken at 6:04 PM:**

Present:

Ms. Barbara Avalos  
Ms. Maria Betancourt-Castañeda  
Mr. Brian Clapper  
Ms. Maria Dalla  
Ms. Alma Sarmiento

**1. CALL TO ORDER**

President Dalla called the meeting to order at 5:02 p.m.

**2. PUBLIC COMMUNICATIONS**

None

**3. ADJOURN TO CLOSED SESSION**

**4. CLOSED SESSION**

Closed session was held from 5:02 p.m. to 6:02 p.m.

President Dalla announced that in closed session the Governing Board voted unanimously to approve settlement agreement for case #2017020130.

**5. RETURN TO OPEN SESSION**

**6. CALL TO ORDER**

President Dalla called the public meeting to order at 6:04 p.m.

**7. PLEDGE OF ALLEGIANCE**

President Dalla led the Pledge of Allegiance.



## **8. ROLL CALL**

Yvette Olea took roll call.

## **9. PRESENTATIONS**

### **9.A. Introduce and welcome the new employees.**

Cindy Frazee, Assistant Superintendent of Human Resources, introduced and welcomed the new employees. President Dalla presented the new employees with a National School District pin.

## **10. PUBLIC COMMUNICATIONS**

None

## **11. AGENDA**

### **11.A. Approve agenda.**

**Motion Passed:** Approve agenda Passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

## **12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

**Motion Passed:** Approve Consent Calendar Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

### **12.A. Minutes**

#### **12.A.I. Approve the minutes of the Regular Board Meeting held on June 14, 2017.**

### **12.B. Administration**

### **12.C. Human Resources**

#### **12.C.I. Ratify/approve recommended actions in personnel activity list.**

**12.C.II. The employee resignations/retirements on the attached list were accepted by Cindy Frazee, Assistant Superintendent of Human Resources.**

**12.C.III. Authorize the sale of four school buses to San Ysidro School District in the amount of thirty thousand dollars (\$30,000).**

**12.D. Educational Services**

**12.D.I. Authorize the Superintendent to submit the Consolidated Application for Funding Categorical Aid Programs 2017-2018.**

**12.E. Business Services**

**12.E.I. Adopt annual Resolutions #16-17.38 through #16-17.41 for the 2017-2018 school year authorizing signatures with the State Department of Education and the San Diego County Office of Education, effective July 1, 2017.**

**12.E.II. Adopt annual Resolution #16-17.42 for the 2017-2018 school year authorizing the Superintendent or the Assistant Superintendent, Business Services to authorize the issuance of a new warrant in lieu of a voided warrant.**

**12.E.III. Authorize temporary transfer of cash between funds during the 2017-2018 fiscal year.**

**12.E.IV. Approve destruction of records that have met the minimum retention requirements or have been microfilmed/scanned in accordance with Title 5 of the California Administrative Code.**

**12.E.V. Authorize the sale, disposal and/or donation of surplus property.**

**12.E.VI. Adopt Resolution #16-17.43 authorizing National School District to participate in the North County Educational Purchasing Consortium (NCEPC) program for the acquisition of materials, equipment, and supplies.**

**12.E.VII. Adopt Resolution #16-17.44 authorizing National School District to participate in the National Joint Powers Alliance (NJPA) program for the purchase of supplies, materials, and equipment.**

**12.E.VIII. Adopt Resolution #16-17.45 authorizing National School District to participate in the California Multiple Awards Schedule (CMAS) program for the purchase of materials, equipment, and supplies.**

**12.E.IX. Adopt Resolution #16-17.46 authorizing the National School District to participate in the WSCA-NASPO Vendor Partnership program for the acquisition of materials, equipment, and supplies.**

**12.E.X. Adopt Resolution #16-17.47 authorizing the National School District to participate in the CalSAVE Vendor Partnership program for the acquisition of materials, equipment, and supplies.**

### **13. GENERAL FUNCTIONS**

### **14. EDUCATIONAL SERVICES**

#### **14.A. Adopt Local Control Accountability Plan for 2017-2018.**

**Motion Passed:** Following discussion, Adopt LCAP Passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

#### **14.B. Approve Educator Effectiveness Funding Plan.**

**Motion Passed:** Approve Plan Passed with a motion by Ms. Alma Sarmiento and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

#### **14.C. Approve revisions to the National School District's Local Education Agency Plan (LEAP).**

**Motion Passed:** Approve revisions to LEAP Passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

#### **14.D. Accept the Scale Up Multi-tiered Systems Grant award.**

**Motion Passed:** Following discussion, Accept grant Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

#### **14.E. Approve Contract #CT3405 with GigaKOM for Network Device Warranty.**

**Motion Passed:** Approve Contract Passed with a motion by Ms. Alma Sarmiento and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**14.F. Approve Memorandum of Understanding with South Bay Community Services for the Family Resource Center program.**

**Motion Passed:** Approve MOU Passed with a motion by Ms. Alma Sarmiento and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**15. HUMAN RESOURCES**

**16. BUSINESS SERVICES**

**16.A. Approve renewal of annual maintenance agreements and service contracts for 2017-2018.**

**Motion Passed:** Approve contracts Passed with a motion by Ms. Alma Sarmiento and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**16.B. Authorize the Assistant Superintendent of Business Services to advertise for bids for fresh fruit and vegetable products for the 2017-18 school year.**

**Motion Passed:** Authorize to advertise Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**16.C. Approve Change Order submitted by Fordyce Construction for the Pre-School Center Walkway Project.**

**Motion Passed:** Following discussion, Approve Change Order Passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**16.D. Approve Projected Year-End revenues and expenditures for 2016-17 and adopt the 2017-18 Proposed Budget for all funds.**

**Motion Passed:** Approve Projected Year-End revenues and expenditures for 2016-17 and adopt the 2017-18 Proposed Budget for all funds Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**16.E. Adopt Resolution #16-17.48 for the use of Education Protection Account (EPA) funds for the 2017-2018 school year.**

**Motion Passed:** Passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**17. BOARD WORKSHOP**

**18. BOARD/CABINET COMMUNICATIONS**

Mr. Clapper welcomed the new employees.

Mrs. Avalos shared that she attended the NALEO Conference and shared information she gathered at the conference. She congratulated Mrs. Frazee on her new position and wished her well.

Mrs. Betancourt-Castañeda welcomed the new employees. She shared that she also attended the NALEO Conference. She congratulated Mrs. Frazee on her new position and wished her well.

Mrs. Frazee congratulated the new employees. She thanked everyone for the last nine years.

Mr. Carson shared information regarding M&O summer work being done at the sites. He

welcomed the new employees. He congratulated Mrs. Frazee on her new position and wished her well.

Mrs. Jameson-Whitney shared that she is looking forward to the new school year. She congratulated Mrs. Frazee on her new position and wished her well.

Dr. Brady congratulated Mrs. Frazee on her new position and wished her well. She shared that Mrs. O'Connor was interviewed by Telemundo today regarding what NSD does to combat childhood obesity. She thanked the Board for their advocacy in the community.

Mrs. Dalla congratulated the new employees. She shared that she also attended the NALEO Conference. She congratulated Mrs. Frazee on her new position and wished her well.

## **19. ADJOURNMENT**

The meeting was adjourned at 6:40 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

July 12, 2017

Agenda Item: **12.B. Administration**

Agenda Item: **12.B.I. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: In May 2000, a lawsuit was filed against the State of California complaining that low-performing schools across the State were housed in facilities that were dirty, unsafe and inadequate with further allegations that these schools were additionally burdened with unqualified teachers and insufficient instructional materials. A settlement in Williams vs. California was agreed to in August 2004 and subsequently enacted into law through SB 6, SB 550, AB 1550, AB 2727 and AB 3001 (chaptered September 29, 2004).

The intent of the Williams settlement is to ensure that all students have equal access to:

- Instructional materials
- Qualified teachers
- Safe, clean and adequate facilities

Comments: A stipulation of the settlement is that all school districts must update Uniform Complaint Procedures to include:

- Instructional materials
- Teacher vacancies and misassignments
- Emergency or urgent facilities issues

The Governing Board of National School District enacted changes to the Uniform Complaint Procedures on December 8, 2004.

Notices have been posted in each classroom in every school informing parents/guardians that all classes in all California public schools must have sufficient instructional materials and that the facilities must be clean, safe and in “good repair.” The notices also provide information on how and where to file a complaint.

The District is obligated to present a quarterly summary report of complaints to the Governing Board and to the San Diego County Office of Education. For the period of April through June 2017, no Williams Complaints were filed in the District.

See attached quarterly uniform complaint report summary.

Attachments:  
Williams Quarterly Report

**National School District**  
**Quarterly Uniform Complaint Report Summary**  
**For submission to National School District Governing Board**  
**and**  
**San Diego County Office of Education**

District Name: National School District

Quarter covered by this report: April – June 2017

Please fill in the following table. Enter 0 in any cell that does not apply.

|  | <b>Number of<br/>complaints<br/>received in quarter</b> | <b>Number of<br/>complaints<br/>resolved</b> | <b>Number of<br/>complaints<br/>unresolved</b> |
|--|---|--|--|
| <b>Instructional<br/>Materials</b>           | <b>0</b>  | <b>0</b>                                     | <b>0</b>                                       |
| <b>Facilities</b>                            | <b>0</b>  | <b>0</b>                                     | <b>0</b>                                       |
| <b>Teacher Vacancy<br/>and Misassignment</b> | <b>0</b>  | <b>0</b>                                     | <b>0</b>                                       |
| <b>Totals:</b>                               | <b>0</b>  | <b>0</b>                                     | <b>0</b>                                       |

Submitted by: Yvette Olea

Title: Executive Assistant to the Superintendent



July 12, 2017

Agenda Item: **12.C. Human Resources**

Agenda Item: **12.C.I. Give the Director of Human Resources preauthorization to hire 8 Temporary Classroom Teachers, 17 Temporary Overflow Teachers, 25 Temporary Impact Teachers, and 8 Temporary Teachers for CELDT testing for the 2017-2018 school year.**

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary / Abstract: Pursuant to Education Code, temporary teachers must be approved by the Governing Board prior to beginning an assignment. Due to the urgency of hiring teachers to cover classrooms, the Director of Human Resources needs to have authorization to hire these teachers before they are placed in a classroom.

This preauthorization to hire temporary teachers is valid through September 15, 2017.

July 12, 2017

Agenda Item: **12.D. Educational Services**

Agenda Item: **12.D.I. Approve the Single School Plans for Student Achievement for the 2017-2018 school year (Exhibit A).**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: As part of the Elementary and Secondary Education Act (ESEA), each school that receives Title I funds must develop a comprehensive “Single School Plan for Student Achievement.” This plan includes the following components: Vision and Mission, Student Performance Data Summary, Student Performance Data Findings and Conclusions, School Goals/Objectives for Improving Student Achievement, Action Plan, and Budget.

The content of each school plan is aligned with school goals for improving student achievement. School goals are based upon an analysis of verifiable State data and local measures of pupil achievement. The School Site Council from each school analyzes available data on the academic performance of all students, including English learners, educationally disadvantaged students, gifted and talented students and students with exceptional needs. The councils also obtain and consider the input of the school community. Based upon this input, they establish performance improvement goals, actions and expenditures.

Comments: School Site Councils worked on updating their plans in April and May of 2017, using the preliminary budget provided by Ed Services. Once official 2017-2018 budgets are provided, and official 2016-2017 California Assessment of Student Progress and Performance (CASPP) reports are published, schools will update their plans and bring them back to the Governing Board for final approval. Each plan has been reviewed and evaluated by Paula Jameson-Whitney to ensure it articulates the goals of the Local Control Accountability Plan, as well as all State and Federal requirements.

Copies of the school plans are available in the office of the Assistant Superintendent, Educational Services.

Attachments:  
Exhibit A

July 12, 2017

Agenda Item: **12.D.II. Adopt Resolution #17-18.01 certifying the approval of the National School District Governing Board to enter into contract (CSPP-7458) with the California State Department of Education for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2017-18.**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The National School District Preschool Program provides a comfortable, developmentally appropriate, linguistically correct setting for what is often the child's first experience away from home. NSD serves approximately 500 children from National City in our State-Funded, Quality Preschool initiative and Head Start preschool programs. NSD uses funding from three different sources to provide this early learning experience.

Comments: One of the largest funding sources is the California State Preschool Program (CSPP). In order to receive CSPP funds, the District is required to enter into an agreement with the State Department of Education on an annual basis. Adoption of this resolution satisfies this State Department requirement. The monies will be used in 2017-18 to fund preschool classes at eight Districts sites.

Upon receipt of this resolution, the State of California will process the District's contracts in the amount of \$1,515,736.

Attachments:  
Resolution #17-18.01

# National School District Resolution

**#17-18.01**

This resolution certifies the approval of the National School District Governing Board to enter into the following contract with the California State Department of Education for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2017-2018.

BE IT RESOLVED, that the Governing Board of the National School District authorizes entering into local agreements: CSPP-7458 (Preschool) and that the person who is listed below is authorized to sign the transaction for the Governing Board:

Leighangela Brady, E.D., Superintendent, National School District

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 12th day of July, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO    )

I, Leighangela Brady, Ed.D., Secretary to the Governing Board of National School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the office of said Board.

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Secretary to the Governing Board

July 12, 2017

Agenda Item: **12.E. Business Services**

Agenda Item: **12.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in exhibit B.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Financial Impact: See exhibit for summary of expenditures  
All funds are included in the totals

Attachments:  
Exhibit B

July 12, 2017

Agenda Item: **13. GENERAL FUNCTIONS**

Speaker: Leighangela Brady, Superintendent

Quick Summary /  
Abstract: None

July 12, 2017

Agenda Item: **14. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **14.A. First reading of Board Policies and Administrative Regulations from California School Boards Association updates (Exhibit C).**

Speaker: Leighangela Brady, Superintendent

Attachments:  
Exhibit C

July 12, 2017

Agenda Item: **15. EDUCATIONAL SERVICES**

Agenda Item: **15.A. Approve Consultant Contract #CT3406 with the University of California, San Diego (UCSD) to provide Reading and Literature Project Training in Results for John Otis School teachers.**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: All teachers in grades K-3 will participate in The California Reading and Literature Project Results training. This training will provide a common language and understanding of how to assess and instruct the Common Core foundational skills. This professional development will provide all teachers with common assessments to monitor student progress within and across all grade levels to ensure that students are reaching proficiency in the basic literacy skills that will lead to proficient and fluent readers. This training will empower teachers with research-based instructional strategies that will include phonemic awareness, phonics, fluency and sight words so that students are able to access rigorous reading.

This cohesive approach to instruction and assessment will ensure that students reach proficiency in the English language arts Common Core State Standards and be successful readers by the time they reach third grade. A consistent approach to these standards will also provide true data in our Response to Intervention (RtI) process and teachers will have the knowledge base and capacity to make targeted reading diagnostics which will lead to more targeted interventions. We are confident that this professional development will reduce the numbers of students referred to the RtI process.

Comments: This training will be provided by Sarah Peterson, Director of the California Reading and Literature Project. The training also includes three hours of professional development for the school's language arts specialist and/or school principal.

Recommended Motion: Approve Contract

Financial Impact: \$4,250  
One time cost  
Title I funds

Attachments:  
Contract #CT3406





## SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between **The Regents of the University of California on behalf of the University of California, San Diego**, a public, not-for-profit, educational institution located at 9500 Gilman Drive, La Jolla, California 92093 ("UCSD") and the **Company** whose name and address appear on Exhibit A, attached hereto and incorporated by reference herein ("Company").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

- 1.
2. **Scope of Work.** UCSD will perform the services set forth on Exhibit A, Services, attached hereto and incorporated by reference herein ("Services").
3. **Deliverables.** UCSD will provide to the Company the deliverables set forth on Exhibit A, incorporated by reference herein.
4. **Cost.** As consideration for UCSD's performance of the Services, the Company will pay UCSD the costs set forth on Exhibit A, incorporated by reference herein.
5. **Payment.**
  - 5.1. **Schedule.** The Company shall pay UCSD the compensation on the dates or milestones set forth on Exhibit A, incorporated by reference herein.
  - 5.2. **Remittance.** Checks are to be made payable to The Regents of the University of California and sent to the address set forth in Exhibit A.
6. **Term of Agreement.** This Agreement will begin and end on the dates set forth on Exhibit A.
7. **UCSD Contact.** All inquiries and notices with respect to this Agreement shall be sent to the UCSD contact whose name and related information are set forth on Exhibit A.
8. **Responsibilities.** The Company shall provide to UCSD those items listed in Exhibit A, if any, in a timely and secure manner so as to allow UCSD to perform its work. The parties agree to comply with any and all applicable laws, rules, regulations, and policies.
9. **Termination.** Either party may terminate this Agreement upon thirty (30) days' written notice. If the Company terminates this Agreement, the Company will pay UCSD for all costs and any non-cancelable obligations incurred up to the effective date of termination.
10. **Insurance.** Each party shall, at its sole cost, insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, and workers' compensation and such other insurance as may be necessary to provide coverage for its performance under this Agreement. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. The coverage required herein shall not in any way limit the liability of either party.
11. **Indemnification.** Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys' fees), and claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.
12. **Patent Infringement Indemnification.** The Company shall indemnify, defend, and hold harmless UCSD, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that the Company's furnishing or supplying UCSD with parts, goods, components, programs, practices, or methods under this Agreement or UCSD's use of such parts, goods, components, programs, practices, or methods supplied by the Company under this Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. UCSD shall inform the Company as soon as practicable of the suit or action alleging such infringement. The Company shall not settle such suit or action without the consent of UCSD. UCSD retains the right to participate in the defense against any such suit or action.
13. **Limitation of Liability.** EXCEPT WITH REGARD TO ITS INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR REVENUES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT. UCSD DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UCSD'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE COMPANY FOR THE SERVICES.
14. **Company's Ownership of Deliverables.** The Company will own the deliverables upon payment in full of the cost of the Services.
15. **Use of UCSD Name.** California Education Code Section 92000 prohibits use of the University of California, San Diego's name to suggest that UCSD endorses a product or service. The Company will not use The University of California's name, or any acronym thereof, including UCSD, without UCSD's prior written approval.
16. **Excusable Delay.** In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of UCSD, UCSD's performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned

above. The Company's duty to pay for past or continuing costs is not suspended hereunder.

17. **Non-Interference.** Notwithstanding any other provision contained herein, the use of UCSD facilities and/or UCSD personnel in support of this Agreement can only be authorized to the extent that it will not interfere with work related to the prime missions of UCSD and/or the Department (e.g., education and research). Accordingly, Company's exclusive remedy for failure by either UCSD or persons acting on its behalf to perform services or furnish information or data hereunder at any particular time or in any specific manner, is limited to reimbursement of any unexpended payments under this Agreement.
18. **Non-Exclusive Nature of Services.** The Services herein are being offered to Company on a non-exclusive basis. Nothing herein shall be construed as granting Company any exclusive right(s) to the Service(s) referenced herein, and UCSD retains the right to offer and perform similar or identical Services for others.
19. **Notice.** Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail, or confirmed facsimile transmission, addressed to the other party at the address set forth on Exhibit A, or at such other address as such party hereto may hereafter specify in writing to the other party.
20. **Status of Parties.** This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. Neither party shall have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.
21. **Third-Party Beneficiary.** There are no intended third-party beneficiaries to this Agreement.
22. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.
23. **Non-Waiver.** The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
24. **Modification of Agreement.** This Agreement shall be changed only by written agreement of the parties.
25. **Applicable Law.** This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.
26. **Signatures, Counterparts and Copies.** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one contract with the same force and effect as if all signatures had been entered on one document. Signatures may be made electronically, and such electronic signatures shall be valid and binding upon the parties making them, and shall serve in all respects as original signatures. Signatures may be delivered among and between the parties by facsimile or electronic means. Thereafter, the parties further agree that electronic copies of this Agreement may be used for any and all purposes for which the original may have been used.
27. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the

breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach solution within a period of sixty (60) days, then upon notice by either party to the other, all disputes, claims, questions, or disagreements shall be finally settled in accordance with the provisions of the American Arbitration Association ("AAA") and proceed under the provisions of Title 9 of the California Code of Civil Procedure Sections 1280 through and including 1294.2. The discovery provisions of the California Code of Civil Procedure Section 1283.05 shall be applicable to this Agreement. Each party shall bear its own costs.

28. **Headings and Captions.** Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
29. **Authority.** Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.
30. **Survival.** Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.
31. **Company's Representations and Warranties.** Company hereby represents and warrants that, except as expressly provided for herein, no obligations are imposed upon UCSD as a result of any other agreement(s) involving Company to which UCSD is not a party.
32. **Export Control.** No ITAR or export controlled materials shall be delivered to UCSD pursuant to this agreement.
33. **Entire Agreement.** This Agreement, including Exhibit A made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in the Company's purchase order, and any NDA or separate scope of work or similar document shall have no force and effect. Any changes or additions to Sections 1-32 inclusive, of this Agreement are invalid, unless approved in writing by the UCSD representative identified in Exhibit A, Paragraph 7.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA ON BEHALF OF THE  
SAN DIEGO CAMPUS

Company Name: John A. Otis School

By: \_\_\_\_\_

Name:

Title:

Date:

By:  \_\_\_\_\_

Name: Felipe De La Pena

Title: Principal

Date: 5/31/17

## EXHIBIT A

### SERVICES

#### **COMPANY:**

John A. Otis School  
State of incorporation: CA  
Principal place of business located at 621 E. 18<sup>th</sup> St. National City, CA 91950  
Attention: Felipe De La Pena  
Telephone: 619-336-8800  
Fax: 619-336-8855  
Email: fdelapena@nsd.us

#### **1. SCOPE OF WORK:**

The Services will be performed as set forth below or in accordance with the attachment hereto and incorporated by reference herein. The Company may issue a purchase order for each Service, however, any terms and conditions set forth on the purchase order are of no force and effect and only the terms and conditions set forth in this Agreement shall apply to the Services hereunder.

The San Diego CRLP office will provide up to 22 hours of professional development for K-3 John A. Otis Elementary school teachers, with the goal being to provide a common language and understanding of how to assess and instruct the Common Core Foundational Skills. CRLP RESULTS for the Common Core Foundational Skills focuses on what content students need to learn, when it needs to be covered within an overall scope and sequence, and how instruction might be approached within the three tiers of Multi-Tiered System of Supports (MTSS). This institute also emphasizes the "Why" behind the "What", and the "How".

#### **2. DELIVERABLES:**

Non applicable

#### **3. COST:** Total \$425 per teacher x 10 = \$4,250

#### **4. PAYMENT**

##### **4.1. SCHEDULE:**

N/A% of cost due upon signing of this Agreement.

Payment will be due and payable upon completion of this service.

4.1.1. Invoices will be submitted in accordance with the payment schedule.

##### **4.2. REMITTANCE:** Checks are to be made payable to The Regents of the University of California and sent to:

University of California, San Diego  
Attention: Judy Mapston or Ramona Mason  
9500 Gilman Drive Mail Code 36  
La Jolla, California 92093-0036

#### **5. TERM OF AGREEMENT:** This Agreement will begin on 08/01/17 and end on 08/30/17.

#### **6. UCSD CONTACT:**

Sarah Peterson, Director of SD Regional Office/Ramona Mason/MSO  
University of California, San Diego  
9500 Gilman Drive Mail Stop 0036  
La Jolla, California 92093-0036  
Telephone: (858) 534-1605  
Fax: (858) 822-1839  
Email: sgpeterston@ucsd.edu

#### **7. PER SECTION 32 OF THE AGREEMENT, THE UCSD REPRESENTATIVE RESPONSIBLE FOR APPROVING CHANGES OR ADDITIONS TO THIS AGREEMENT: Service Agreement Contract Officer - MC 0934; UCSD-Provided-Svcs@ucsd.edu.**

END OF EXHIBIT A

July 12, 2017

Agenda Item: **15.B. Ratify Contract #CT3408 with MCF Consulting, Inc. for Medi-Cal Administrative Activities Program for the 2013-14 and 2015-16 billing cycles.**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: MCF Consulting, Inc. formats data which will go to the State for audit reviews.

Comments: MAA billing support for reimbursement from the State of California for the 2013-14 and 2015-16 billing cycles. Hours of service provided from December 16, 2016 to April 20, 2017.

The reimbursement costs are in excess of approximately \$100,000.00 contract language dictates that the state will reimburse \$5,000 of the total cost generated from Medi-Cal Administrative billing.

Recommended Motion: Ratify Contract

Financial Impact: Not to exceed \$9,650  
One-time cost  
Special Ed. Funds

July 12, 2017

Agenda Item: **15.C. Approve Contract #CT3409 with Excelsior Academy for Non-Public School placement and Individual Service Agreement for the 2017-18 school year.**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Student #9146370669 moved into the National School District boundaries and has a current placement at Excelsior Academy through San Diego Unified School District settlement agreement OAH#2016090377.

Comments: Enrollment to begin for student starting on July 1, 2017 for the 2017-18 academic year with all recommended services as outlined in the current Individualized Education Program.

Recommended Motion: Approve Contract

Financial Impact: Not to exceed \$35,000  
Annual Cost  
Special Ed. Funds

July 12, 2017

Agenda Item: **16. HUMAN RESOURCES**

Agenda Item: **16.A. Approve Consultant Contract #CT3289 with Donna Patrick to provide administrative coaching and Educator Evaluation facilitation.**

Speaker: Leticia Hernandez, Director, Human Resources

Quick Summary / Abstract: The District has been participating in the Educator and Evaluation and Effectiveness (E3) project through the San Diego County Office of Education for the past four years. The District Committee is comprised of administrators and teachers. Last year the committee worked together with the goal of developing a new teacher evaluation system. Any revisions would need to be negotiated with the NCETA.

Leticia Hernandez is the new Director of Human Resources for the school district. She has human resources experience as a principal, however, as she assumes the role of the lead Human Resources administrator it would be beneficial for her to have a coach available for her professional growth.

Comments: The E3 Committee is at the stage in the process of completing the revised evaluation tool, developing a communication plan and training for administrators. The goal is to implement a pilot for the 2018-2019 school year. This past year Donna Patrick has facilitated the process and the committee found her facilitation to be highly effective.

Donna Patrick has extensive experience as a coach for new Human Resources administrators. She has developed strong effective relationships already in the district and has become familiar with our district. Due to her background and success in the District she is being recommended to provide administrative coaching to Leticia Hernandez.

Donna Patrick is scheduled to work with the E3 committee for six days next year. Leticia Hernandez and the Superintendent will develop an administrative coaching calendar.

Recommended Motion: Approve Consultant Contract

Financial Impact: \$800.00 per day (Not to exceed 20 days)  
Annual cost  
General Fund & Educator Effectiveness Fund

Attachments:  
CT3289

[ - ] [ - ] [ - ] [ - ] [ - ] [ - ]  
Fund Res Goal Function Object School

Contract No. CT3289

## National School District Independent Contractor Agreement

This agreement is hereby entered into between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and

Donna Patrick

4 Calle Galeria

Contractor

Taxpayer ID Number

Mailing Address

San Clemente CA 92673, hereinafter referred to as "Contractor."

City

State

Zip Code

**WHEREAS**, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, District is in need of such special services and advice, and

**WHEREAS**, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

**NOW, THEREFORE**, the parties agree as follows:

1. Provide administrative coaching and Educator Evaluation facilitation.

(For additional explanation of services, attach Exhibit A, which then will be incorporated here in full by this reference.)

2. Term. Contractor shall commence providing services under this Agreement on July 13, 2017, and will diligently perform as required and complete performance by June 30, 2018.



3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Sixteen thousand & 00/100 Dollars (\$ 16,000.00). District shall pay Contractor according to the following terms and conditions:

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(For additional explanation of reimbursement terms, attach Exhibit B, which then will be incorporated here in full by this reference.)

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

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(For additional explanation of expense reimbursement terms, attach Exhibit C, which then will be incorporated here in full by this reference.)

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

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Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with general and currently accepted principles and practices of his/her profession.

8. Confidentiality and Use of Information.

- (a) Contractor shall advise District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend, and hold harmless, District against any action or claim brought by the copyright holder.

9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency, written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
  - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
  - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
  - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide

employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.

15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: 1500 N Avenue  
National City, CA 91950

For Contractor: 4 Calle Grande  
San Clemente CA 92673

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 13th day of July, 2017.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

\_\_\_\_\_  
Signature of Authorized Agent

**Christopher Carson**

\_\_\_\_\_  
Typed or Printed Name

Assistant Superintendent, Business Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Social Security or Taxpayer I. D. No.

**Board Approval Date:** July 12, 2017

\_\_\_\_\_  
(Area Code) Telephone Number

July 12, 2017

Agenda Item: **16.B. Approve On-loan Agreement #CT3308 between the University of California at San Diego (UCSD) and National School District (NSD) for Sarah Peterson to serve as 50% Director of the California Reading & Literature Project, Regional Office.**

Speaker: Leticia Hernandez, Director of Human Resources

Comments: Sarah Peterson will continue to direct the California Reading & Literature Project (CRLP) San Diego regional site, a California Subject Matter Project located at UC San Diego. She will be responsible for overseeing, developing and administering professional development programs in alignment with the goals and vision of the California Subject Matter Projects among all kindergarten through university students, teachers, continuum education, language and standards based curriculum development for faculty, administrators and staff. Major responsibilities include designing, planning, administering and coaching in programs including institutes, follow-up sessions, workshop series, conferences, and district-wide programs. Establish and maintain a liaison with local, county, and state departments of education and be involved in CRLP State committees regarding project policy.

This Agreement is from July 1, 2017 to June 30, 2018.

Recommended Motion: Approve Agreement

Attachments:  
#CT3308



National School District  
National City, California

**PERSONNEL AGREEMENT**

THIS AGREEMENT is entered into on this 1<sup>st</sup> day of July 2017 by and between the University of California at San Diego (UCSD), herein called the University, and National School District, National City, California, San Diego County, herein called the District.

WHEREAS, the University is in need of the professional services of an employee of the District to work 50% as the Director of the California Reading & Literature Project, Regional Office.

AND WHEREAS, the University is agreeable to assigning Sarah Peterson, herein referred to as the Employee, to give her professional services to the University in the above assignment,

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

1. The district agrees during the term of this agreement to assign the employee to the University of California at San Diego and to perform those duties assigned by the University and to require Employee in the performance of such services to the University to conform to the rules and regulations applicable to certificated personnel of the University including but not limited to performance of work at the University.
2. University agrees to pay District in consideration of the services performed by Employee as herein specified and District agrees to accept in full payment hereof a sum not to exceed \$ 50,311.39 computed as follows:
  - a. \$35,668 Salary payment (50% of full time) [as of 8/10/16].
  - b. \$ 14,643.38 Fringe Benefits costs @ 41.0547 % including teachers' retirement, worker's compensation, unemployment insurance, and health and welfare benefits (as of 8/10/16).
  - c. University agrees to provide reimbursement to the District for salary and benefits of a replacement teacher not to exceed Class V, Step 11 of the salary schedule for the 2017-2018 school year.
  - d. The agreement provides for 185 days of service by the Employee at a pro rata per diem \$192.80 excluding fringe benefits [as of 8/10/16.]
  - e. The sum called for herein shall become due and payable to the District within fifteen (15) days after the date of submission of an itemized claim by the District. The district may submit claims on a semi-annual basis.
3. District agrees that the University may pay directly to the Employee, during the term of this agreement, reimbursement for assigned mileage and travel expenses in accordance with and subject to the policies of the University.
4. The workday under this agreement shall be in accordance with the normal workday for employment by the University.
5. This agreement may be amended at the request of either party by mutual consent of both parties by the addition of an addendum to the agreement signed by a representative of the University and the District.

6. University shall be responsible for maintaining sick leave records for the Employee. At the conclusion of the agreement, the University will certify the number of sick leave days used by the Employee and the sick leave days accumulated by Employee during the term of this agreement.
7. The term of this agreement shall commence July 1, 2017 and end on June 30, 2018 inclusive unless terminated sooner by the mutual consent of both parties. This agreement may be extended on a year-to-year basis with the mutual consent of both parties.
8. This agreement contains the entire agreement between the parties and shall not be modified except in writing signed by a representative of the University and/or District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

Approved by the Governing Board  
National School District

By: \_\_\_\_\_  
Leticia Hernandez  
Director  
Human Resources

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

Approved by the Executive Director of  
the California Reading & Literature Project  
University of California, San Diego

By: \_\_\_\_\_  
Debbie Costa-Hernandez, Director  
California Reading & Literature Project

Date: 6/13/17

Approved by the Director of  
CREATE, University of California,  
San Diego

By: \_\_\_\_\_  
Mica Pollock, Director – CREATE

#### CONSENT OF EMPLOYEE

The undersigned Employee hereby acknowledges that (s)he has read the foregoing agreement between District and University and consents to serve as described in this agreement.

\_\_\_\_\_  
Employee Signature – Sarah Peterson

06/13/2017  
Date



July 12, 2017

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Update on the Child Nutritional Services (CNS) Provision 2 status.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary /  
Abstract: The National School District provides free meals at breakfast and lunch to each child in the National School District. These meals are prepared and served by the staff of the Child Nutritional Services (CNS) Department. John Hansen, the Director with oversight of the CNS department, will provide an update on the Provision 2 status of the District for the 2017-18 school year.

July 12, 2017

Agenda Item: **17.B. Approve Contract #CT3407 with Webb Cleff Architecture and Engineering, Inc., for Architectural Services for the Parking Lot and Drop Off/Pick Up Area Upgrades at Olivewood and Palmer Way Schools.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On August 8, 2012, the Governing Board authorized the administration to issue Request for Proposal (RFP) 12-13/139 for Architectural Services for the District. The District received 19 responsive proposals, and conducted interviews with seven different firms. On May 14, 2014, the Governing Board approved Webb Cleff as the District's architect.

Comments: The proposed contract is to upgrade the parking lots and student drop off/pick up areas at Olivewood and Palmer Way Schools.

The following is a summary of the proposed fees:

Olivewood School \$ 60,950  
Palmer Way School \$ 63,700  
Total \$124,650

Recommended Motion: Approve Contract

Financial Impact: Not to exceed \$124,650  
One time cost  
Measure N Building Fund/Capital Facilities Fund

Attachments:  
CT3407

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## ***Standard Form of Agreement Between Owner and Architect***

AGREEMENT made as of the 20TH day of July  
in the year 2017  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

National School District  
1500 N Avenue  
National City, CA 91950

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
*(Name, legal status, address and other information)*

Webb Cleff Architecture and Eng, a CA Chapter S Corporation  
531 Encinitas Blvd., Ste. 114  
Encinitas, CA 92024

for the following Project:  
*(Name, location and detailed description)*

Revision and addition of parking and drop off at Olivewood ES and Palmer Way ES

The Owner and Architect agree as follows.

Init.

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## EXHIBIT A INITIAL INFORMATION

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

John Otis Elementary School - HVAC and Electrical Upgrade  
Las Palmas Elementary School - HVAC and Electrical Upgrade  
Las Palmas Elementary School - Site Electrical Upgrade and SDGE Upgrade  
Kimball Elementary School - HVAC and Electrical Upgrade  
Olivewood Elementary School - HVAC and Electrical Upgrade

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Summer, 2016

.2 Substantial Completion date:

To be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

### .1 General Liability

\$2,000,000 per occurrence and \$4,000,000 aggregate

### .2 Automobile Liability

\$1,000,000 per occurrence and aggregate.

### .3 Workers' Compensation

In accordance with laws and regulations set forth by the State of California

### .4 Professional Liability

\$2,000,000 per occurrence and \$4,000,000 aggregate

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work.

**§ 3.3.3** The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### **§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

#### **§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### **§ 3.5.2 COMPETITIVE BIDDING**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.



**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

| Additional Services |  | Responsibility<br>(Architect, Owner<br>or<br>Not Provided) | Location of Service Description<br>(Section 4.2 below or in an exhibit<br>attached to this document and<br>identified below) |
|---------------------|--|--|--|
| § 4.1.1             | Programming  | NA   |  |
| § 4.1.2             | Multiple preliminary designs                                 | NA   |  |
| § 4.1.3             | Measured drawings  | Arch.  | Included   |
| § 4.1.4             | Existing facilities surveys                                  | Arch.  | Included   |
| § 4.1.5             | Site Evaluation and Planning (B203™–2007)                    | NA   |  |
| § 4.1.6             | Building information modeling                                | NA   |  |
| § 4.1.7             | Civil engineering  | Arch.  | Included   |
| § 4.1.8             | Landscape design   | NA   |  |
| § 4.1.9             | Architectural Interior Design (B252™–2007)                   | NA   |  |
| § 4.1.10            | Value Analysis (B204™–2007)                                  | Arch Owner   | As needed  |
| § 4.1.11            | Detailed cost estimating                                     | NA   | Systems cost estimating only   |
| § 4.1.12            | On-site project representation                               | NA   |  |
| § 4.1.13            | Conformed construction documents                             | NA   |  |
| § 4.1.14            | As-designed Record Drawings                                  | Arch   | Included   |
| § 4.1.15            | As-constructed Record Drawings                               | Arch   | Included   |
| § 4.1.16            | Post occupancy evaluation                                    | Arch   | 11 month insp.   |
| § 4.1.17            | Facility Support Services (B210™–2007)                       | NA   |  |
| § 4.1.18            | Tenant-related services                                      | NA   |  |
| § 4.1.19            | Coordination of Owner's consultants                          | NA   |  |
| § 4.1.20            | Telecommunications/data design                               | NA   |  |
| § 4.1.21            | Security Evaluation and Planning<br>(B206™–2007)             | NA   |  |
| § 4.1.22            | Commissioning (B211™–2007)                                   | NA   |  |
| § 4.1.23            | Extensive environmentally responsible design                 | NA   |  |
| § 4.1.24            | LEED® Certification (B214™–2007)                             | NA   |  |
| § 4.1.25            | Fast-track design services                                   | NA   |  |
| § 4.1.26            | Historic Preservation (B205™–2007)                           | NA   |  |
| § 4.1.27            | Furniture, Furnishings, and Equipment Design<br>(B253™–2007) | NA   |  |
|                     |  |  |  |
|                     |  |  |  |
|                     |  |  |  |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Revision for Olivewood - close out assistance. Cost to be submitted for Owner review and approval when they are available.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 NA ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 NA ( ) visits to the site by the Architect over the duration of the Project during construction
- .3 NA ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 NA ( ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within NA ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

Init.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning 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.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsol conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.



## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

See Exhibit A for each scope of work to be completed.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Additional services for close-out assistance on Olivewood shall be submitted for review and approval when all scope of work has been defined and costs received.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

If this occurs, it will be discussed and agreed upon by both parties.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent ( 5 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

|                               |                               |       |
|-------------------------------|-------------------------------|-------|
| Schematic Design Phase:       | Ten percent (                 | 10 %) |
| Design Development Phase:     | Fifteen percent (             | 15 %) |
| Construction Documents Phase: | Forty percent (               | 45 %) |
| Bidding or Negotiation Phase: | Five percent (                | 5 %)  |
| Construction Phase:           | Twenty percent (              | 20 %) |
| DSA Approval                  | Five percent                  | (5%)  |
| DSA Closeout                  | Five Percent                  | (5%)  |
| Total Basic Compensation:     | one hundred percent (100.00%) |       |

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| Employee or Category                | Rate  |
|-------------------------------------|-------|
| Principal Architect/Project Manager | \$150 |
| Staff Architect                     | \$125 |
| Draftsperson                        | \$95  |
| Specifications Writer               | \$90  |
| Close out Specialist/Clerical       | \$60  |

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent ( 5 %) of the expenses incurred.

Init.

### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

NA

### § 11.10 PAYMENTS TO THE ARCHITECT

#### § 11.10.1 An initial payment of

NA Dollars  
(\$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid

NA ( NA ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

Not applicable

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Architect shall complete fingerprinting for all staff who may come in contact with students and or are on campus.

### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

NA

Init.

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**.3 Other documents:**

*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

Exhibit A Olivewood ES and Palmer Way ES

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
**ARCHITECT** *(Signature)*

June 20, 2017

Robert D. Webb, AIA

\_\_\_\_\_  
*(Printed name and title)*

Init.

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# SCHEDULE "A" OLIVEWOOD ES



June 6, 2017

National School District

Attn: Mr. Chris Carson, Assistant Superintendent

Re: Drop off and off street parking  
Olivewood ES

Dear Mr. Carson:

The scope of work is to design off site parking and drop off improvements for Olivewood ES. The parking and drop will comply with ADA, code and DSA standards. No lighting will be provided, unless required for accessibility or fire and life safety codes.

1. Retrieve building plans and scan drawings as required.
2. Conduct site visit for a visual survey
3. Provide topography survey
4. Develop site plans
5. Review design meeting(s)
6. Developing a waiver application and BMP for SWPPP and filing with the water quality control board. If the waiver is not applicable an additional fee will be \$3,500.00 for a full SWPPP plan and filing.
7. Submit to DSA for plan approval
8. Design POT upgrades to main entrance
9. Provide bid period services – respond to RQI, evaluate bids, and perform pre-bid job walk. Plans to be distributed by plan room or District.
10. Provide maximum of weekly site visits during construction
11. Provide project close out service and apply for certification with DSA

District will provide soils tests for parking and drive areas.

The proposed fee is \$47,000.00 architectural / civil and \$10,450.00 for survey and boundary for a total proposed fee of \$57,450.00. (see above for SWPPP).

Not included in the fee:

DSA fees, bid set printing or distribution, prints for District or IOR. Additional DSA fees required at closing. Close out of past projects.

Sincerely,

A handwritten signature in blue ink that reads "R.D. Webb".

Robert D. Webb, AIA  
Architect / Senior Vice-President  
Webb Cleff Architecture and Engineering

# SCHEDULE "A" PALMER WAY ES



June 6, 2017

National School District

Attn: Mr. Chris Carson, Assistant Superintendent

Re: Drop off and off street parking  
Palmer Way ES

Dear Mr. Carson:

The scope of work is to design off site parking and drop off improvements for Palmer Way ES. The parking and drop will comply with ADA, code and DSA standards. No lighting will be provided, unless required for accessibility or fire and life safety codes.

1. Retrieve building plans and scan drawings as required.
2. Conduct site visit for a visual survey
3. Provide topography survey
4. Develop site plans
5. Review design meeting(s)
6. Developing a waiver application and BMP for SWPPP and filing with the water quality control board. If the waiver is not applicable an additional fee will be \$3,500.00 for a full SWPPP plan and filing.
7. Submit to DSA for plan approval
8. Design POT upgrades to main entrance
9. Provide bid period services – respond to RQI, evaluate bids, and perform pre-bid job walk. Plans to be distributed by plan room or District.
10. Provide maximum of weekly site visits during construction
11. Provide project close out service and apply for certification with DSA

District will provide soils tests for parking and drive areas.

The proposed fee is \$51,600.00 architectural / civil and \$8,600.00 for survey and boundary for a total proposed fee of \$60,200.00. (see above for SWPPP)

Not included in the fee:

DSA fees, bid set printing or distribution, prints for District or IOR. Additional DSA fees required at closing. Close out of past projects.

Sincerely,

A handwritten signature in blue ink, appearing to read "R.D. Webb", is written over the typed name.

Robert D. Webb, AIA  
Architect / Senior Vice-President  
Webb Cleff Architecture and Engineering

July 12, 2017

Agenda Item: **17.C. Adopt Resolution #17-18.02 authorizing contracting pursuant to bid and award documents from the Chula Vista Elementary School District for the fresh fruits and vegetables, piggyback contract bid (Bid #15/16-9 Produce Products).**

Speaker: Christopher Carson, Assistant Superintendent of Business Services

Quick Summary / Abstract: The Chula Vista Elementary School District conducted a Request for Bids process for Produce Products. The contract was awarded to Diamond Jack Enterprises with an effective date of the bid of July 14, 2016 through June 30, 2017, renewable for two years. The contract has subsequently been renewed for July 1, 2017 through June 30, 2018. The award allows public agencies an opportunity to purchase fresh fruits and vegetables from the successful bidder.

Recommended Motion: Adopt Resolution

Attachments:  
Resolution #17-18.02



# National School District Resolution

#17-18.02

## **AUTHORIZING ITS PARTICIPATION IN THE PURCHASE OF FRESH FRUITS AND VEGETABLES THROUGH THE CHULA VISTA ELEMENTARY SCHOOL DISTRICT BID 16/17-9 PRODUCE PRODUCTS**

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, California Department of General Services (“Department”) is authorized pursuant to Public Contract Code Section 12100 to purchase goods and services on behalf of local agencies, such as National School District (“District”);

**WHEREAS**, the Department allows local governments to use its Chula Vista Elementary School District Bid 16/17-9 Produce Products to purchase products and services;

**WHEREAS**, such purchases must be made by the Department upon the same terms, conditions and specifications and at a price lower than the District can obtain through its normal acquisition procedures;

**BE IT RESOLVED** by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of materials, equipment, and supplies through the Chula Vista Elementary School District Bid 16/17-9 Produce Products.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the vendor and for any tax liability, and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions, and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The District’s participation in the Chula Vista Elementary School District Bid 16/17-9 Produce Products is in the best interests of the District due to time schedule, quality, cost of developing specifications, price, etc.

Resolution #17-18.02  
July 12, 2017  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 12th day of July, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:     None

STATE OF CALIFORNIA    )  
                                      )ss  
COUNTY OF SAN DIEGO    )

I, Leighangela Brady, Ed.D., Secretary to the Governing Board of National School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the office of said Board.

---

Secretary to the Governing Board

July 12, 2017

Agenda Item: **17.D. Adopt Resolution #17-18.03 authorizing contracting to cooperative Request For Proposal (RFP) and award documents from the San Gabriel Valley Food Services Cooperative Purchasing Group for the purchase of frozen and refrigerated food piggyback contract (RFP #1173-15/16).**

Speaker: Christopher Carson, Assistant Superintendent of Business Services

Quick Summary / Abstract: The San Gabriel Valley Food Services Cooperative Purchasing Group conducted a Request for Proposals process for Frozen & Refrigerated Food Distribution. The contract was awarded to Gold Star Foods with an effective date of the bid of August 1, 2016 through July 31, 2017, renewable for two years. The contract has subsequently been renewed for August 1, 2017 through July 31, 2018. The award allows incorporated participating public agencies an opportunity to purchase refrigerated and frozen goods from the successful bidder.

Recommended Motion: Adopt Resolution

Attachments:  
Resolution #17-18.03

# National School District Resolution

#17-18.03

## **AUTHORIZING ITS PARTICIPATION IN THE PURCHASE OF FROZEN AND REFRIGERATED FOODS THROUGH THE SAN GABRIEL FOOD SERVICES COOPERATIVE PURCHASING GROUP**

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, California Department of General Services (“Department”) is authorized pursuant to Public Contract Code Section 12100 to purchase goods and services on behalf of local agencies, such as National School District (“District”);

**WHEREAS**, the Department allows local governments to use its San Gabriel Food Service Cooperative Purchasing Group program to purchase products and services;

**WHEREAS**, such purchases must be made by the Department upon the same terms, conditions and specifications and at a price lower than the District can obtain through its normal acquisition procedures;

**BE IT RESOLVED** by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of materials, equipment, and supplies through the San Gabriel Food Service Cooperative Purchasing Group.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the vendor and for any tax liability, and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions, and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The District’s participation in the San Gabriel Food Service Cooperative Purchasing Group is in the best interests of the District due to time schedule, quality, cost of developing specifications, price, etc.

Resolution #17-18.03  
July 12, 2017  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 12th day of July, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:     None

STATE OF CALIFORNIA    )  
                                      )ss  
COUNTY OF SAN DIEGO    )

I, Leighangela Brady, Ed.D., Secretary to the Governing Board of National School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the office of said Board.

---

Secretary to the Governing Board

July 12, 2017

Agenda Item: **17.E. Accept gifts.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Rationale:

1. \$305.00 from County Welfare Services to El Toyon School for sixth grade camp.
2. \$8.50 from Box Tops for Education to Central School for school supplies.
3. \$1,620.00 from Palmer Way PTO to Palmer Way School for field trip transportation.
4. \$2,242.50 from Ira Harbison PTA to Ira Harbison School for field trip transportation.
5. \$100.00 from Olivewood Kindergarten Teachers to Olivewood School for field trip transportation.
6. \$50.00 from Leticia Reyes to Olivewood School for field trip transportation.
7. \$670.00 from Chalkboard Photography to Olivewood School for school supplies and needs.
8. \$685.00 from Chalkboard Photography to Las Palmas School for student incentives.
9. \$317.32 from Las Palmas Literacy Committee to Las Palmas School for student incentives.
10. \$2,523.87 from Las Palmas PTO to Las Palmas School for student incentives.
11. \$265.00 from Kiwanis Club of National City to Las Palmas School for the 5K run/walk.
12. \$300.00 from Kiwanis Club of Sweetwater to Las Palmas School for the 5K run/walk.
13. \$100.00 from Western Hoist, Inc. to Las Palmas School for student incentives.

Quick Summary / Abstract:

- The County Welfare Service has an interest in supporting youth.
- Box Tops for Education is one of the nation's largest school fundraising loyalty programs and has been helping schools succeed since 1996. With over 250 participating products, it's an easy way for schools to earn cash for the things they need.
- Palmer Way PTO works throughout the year to support various programs at Palmer Way School and National School District.
- Ira Harbison PTA works throughout the year to support various programs at Ira Harbison School and National School District.
- Olivewood Teachers have an interest in supporting youth.
- Leticia Reyes, Olivewood Teacher, has an interest in supporting youth.
- Chalkboard Photography is a business serving the community of National City.
- Las Palmas Literacy Committee works provides activities and student incentives to promote literacy.
- Las Palmas PTO works throughout the year to support various programs at Las Palmas School and National School District.
- Kiwanis Club of National City is a service club and non-profit foundation with an interest in supporting youth.
- Kiwanis Club of Sweetwater Foundation N.C. is a service club and non-profit foundation with an interest in supporting youth.
- Western Hoist, Inc. is a member of the National City Rotary Club which supports the National School District Schools.

Comments: National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290.

Recommended Motion: Accept gifts

July 12, 2017

Agenda Item:       **18. BOARD WORKSHOP**

Quick Summary /   None

Abstract:

July 12, 2017

Agenda Item: **19. BOARD/CABINET COMMUNICATIONS**



July 12, 2017

Agenda Item: **20. ADJOURNMENT**