

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

Regular Meeting
January 15, 2014
5:30 p.m. – Closed Session; 6:30 p.m. – General Session
Santa Maria High School (Cafeteria)
901 S. Broadway, Santa Maria, CA 93454

The Santa Maria Joint Union High School District mission is to provide all students with an enriching high school experience that strives to enhance students' natural abilities, to promote the development of new capabilities, and to encourage the lifelong pursuit of wisdom and harmony as productive individuals in their community.

Any materials required by law to be made available to the public prior to a meeting of the Board of Education of the District can be inspected at the above address during normal business hours.

Individuals who require special accommodations including, but not limited to, American Sign Language interpreter, accessible seating or documentation in accessible formats should contact the superintendent or designee within a reasonable time before the meeting date.

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A.	Student Matters - Education Code Sections 35146 & 48918. The Board will re-view proposed expulsions/suspended expulsion(s) and/or and requests for re-admission. NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information. - Government Code Section 54957.	1
B.	Certificated and Classified Personnel Actions - Government Code Section 54957. The Board will be asked to review and approve hiring, transfers, pro-motions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources. <i>Appendix A (Classified, Certificated)</i>	1
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CSBA

PROFESSIONAL GOVERNANCE STANDARDS

Adopted by the Santa Maria Joint Union High School District April 11, 2001

THE BOARD

School districts and county offices of education are governed by boards, not by individual trustees. While understanding their separate roles, the board and superintendent work together as a “governance team.” This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively.

To operate effectively, the board must have a unity of purpose and:

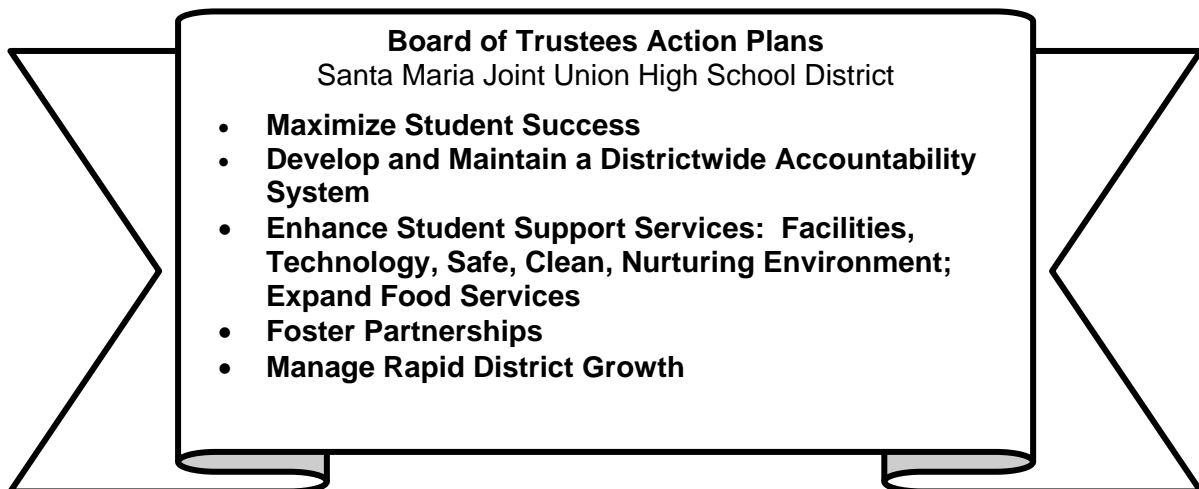
- Keep the district focused on learning and achievement for all students.
- Communicate a common vision.
- Operate openly, with trust and integrity.
- Govern in a dignified and professional manner, treating everyone with civility and respect.
- Govern within board-adopted policies and procedures.
- Take collective responsibility for the board’s performance.
- Periodically evaluate its own effectiveness.
- Ensure opportunities for the diverse range of views in the community to inform board deliberations.

THE INDIVIDUAL TRUSTEE

In California’s public education system, a trustee is a person elected or appointed to serve on a school district or county board of education. Individual trustees bring unique skills, values and beliefs to their board. In order to govern effectively, individual trustees must work with each other and the superintendent to ensure that a high quality education is provided to each student.

To be effective, an individual trustee:

- Keeps learning and achievement for all students as the primary focus.
- Values, supports and advocates for public education.
- Recognizes and respects differences of perspective and style on the board and among staff, students, parents and the community.
- Acts with dignity, and understands the implications of demeanor and behavior.
- Keeps confidential matters confidential.
- Participates in professional development and commits the time and energy necessary to be an informed and effective leader.
- Understands the distinctions between board and staff roles, and refrains from performing management functions that are the responsibility of the superintendent and staff.
- Understands that authority rests with the board as a whole and not with individuals.



THE BOARD'S JOBS

The primary responsibilities of the board are to set a direction for the district, provide a structure by establishing policies, ensure accountability and provide community leadership on behalf of the district and public education. To fulfill these responsibilities, there are a number of specific jobs that effective boards must carry out.

Effective boards:

- Involve the community, parents, students and staff in developing a common vision for the district focused on learning and achievement and responsive to the needs of all students.
- Adopt, evaluate and update policies consistent with the law and the district's vision and goals.
- Maintain accountability for student learning by adopting the district curriculum and monitoring student progress.
- Hire and support the superintendent so that the vision, goals and policies of the district can be implemented.
- Conduct regular and timely evaluations of the superintendent based on the vision, goals and performance of the district, and ensure that the superintendent holds district personnel accountable.
- Adopt a fiscally responsible budget based on the district's vision and goals, and regularly monitor the fiscal health of the district.
- Ensure that a safe and appropriate educational environment is provided to all students.
- Establish a framework for the district's collective bargaining process and adopt responsible agreements.
- Provide community leadership on educational issues and advocate on behalf of students and public education at the local, state and federal levels.

THE SUPERINTENDENT:

- Promotes the success of *all* students and supports the efforts of the Board of Trustees to keep the district focused on learning and achievement.
- Values, advocates and supports public education and all stake holders.
- Recognizes and respects the differences of perspective and style on the Board and among staff, students, parents and the community — and ensures that the diverse range of views inform board decisions.
- Acts with dignity, treats everyone with civility and respect, and understands the implications of demeanor and behavior.
- Serves as a model for the value of lifelong learning and supports the Board's continuous professional development.
- Works with the Board as a "governance team" and assures collective responsibility for building a unity of purpose, communicating a common vision and creating a positive organizational culture.
- Recognizes that the board/superintendent governance relationship is supported by the management team in each district.
- Understands the distinctions between board and staff roles, and respects the role of the Board as the representative of the community.
- Understands that authority rests with the Board as a whole; provides guidance to the Board to assist in decision-making; and provides leadership based on the direction of the Board as a whole.
- Communicates openly with trust and integrity including providing all members of the Board with equal access to information, and recognizing the importance of both responsive and anticipatory communications.
- Accepts leadership responsibility and accountability for implementing the vision, goals and policies of the district.

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION**

**Regular Meeting
January 15, 2014**

**Santa Maria High School (Cafeteria)
901 S. Broadway, Santa Maria, California 93454**

5:30 p.m. Closed Session/6:30 p.m. General Session

The Santa Maria Joint Union High School District mission is to provide all students with an enriching high school experience that strives to enhance students' natural abilities, to promote the development of new capabilities, and to encourage the lifelong pursuit of wisdom and harmony as productive individuals in their community.

Any materials required by law to be made available to the public prior to a meeting of the Board of Education of the District can be inspected at the above address during normal business hours.

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I. Open Session

Call to Order

II. Adjourn to Closed Session

Note: The Board will consider and may act upon any of the following items in closed session. They will report any action taken publicly at the end of the closed session as required by law.

- A. Student Matters – Education Code Sections 35146 & 48918. The Board will review proposed expulsions/suspended expulsion(s) and/or and requests for re-admission. NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.
- B. Certificated and Classified Personnel Actions – Government Code Section 54957. The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources.
- C. Conference with Labor Negotiators – Government Code Section 54957.6. The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).

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III. Reconvene in Open Session

Call to Order/Flag Salute

IV. Announce Closed Session Actions

The Board will announce the following actions:

- A. Student Matters – Education Code Sections 35146 & 48918. The Board will review proposed expulsions/suspended expulsion(s) and/or and requests for re-admission. NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.
- B. Certificated and Classified Personnel Actions - Government Code Section 54957. The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources.
- C. Conference with Labor Negotiators -. Government Code Section 54957.6. The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).

V. Reports

- A. Superintendent's Report
 - 1. Governor's Budget Proposal Update
 - 2. Strategic Plan Update
- B. Principal Report (Recognition of United Way by SMHS Principal, Joe Domingues)
- C. Student Reports: Leticia Mora, Delta; Samantha Galicinao, Santa Maria; Stephany Rubio, Pioneer Valley; and Ian Steller, Righetti.
- D. Reports from Employee Organizations
- E. Board Member Reports

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VI. Items Scheduled for Action

A. Instruction

1. Quarterly Report on Williams Uniform Complaints

Pursuant to Education Code Section 35186, the governing board of a school district must conduct a public hearing to report the quarterly report that was submitted in January 2014 on the Williams Uniform Complaints for the months of October- December 2013. Each school site has reported that there have been no complaints in the general subject areas of Textbooks and Instructional Materials, Teacher Vacancy or Misassignments, Facilities Conditions or Valenzuela/CAHSEE Intensive Instruction and Services.

Resource Person: Peter Haws/Dir. of Migrant Services & EL Program

***** IT IS RECOMMENDED THAT the Board of Education approve the Williams Quarterly Report as presented.**

Moved _____ Second _____ Vote _____

2. Single School Plans for Student Achievement

Delta High School, Ernest Righetti High School, Pioneer Valley High School and Santa Maria High School are presenting their Single School Plans for approval. These plans were developed on tentative budgets; therefore, budget revisions will be made once the Consolidated Application is completed at the end of January. Plans will only be returned to the Board if major changes are made in the goals and strategies.

Resource Person(s): Peter Haws/Dir. of Migrant Services & EL Program

***** IT IS RECOMMENDED THAT the Board of Education approve the Single School Plans for Student Achievement as presented.**

Moved _____ Second _____ Vote _____

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3. Proclamation Declaring February 3-7 2014 as National School Counseling and Guidance Week (Presentation of Certificates by Principals)

National School Counseling and Guidance Week was celebrated from February. 3-7, 2014, to focus public attention on the unique contributions of professional school counseling and guidance staff members in our schools across the country. The National School Counseling and Guidance Week, sponsored by the American School Counseling Association (ASCA), highlights the tremendous impact school counselors and guidance staff can have in helping students achieve school success and plan for a career.

Resource Person(s): Peter Haws/Dir. of Migrant Services & EL Program

***** IT IS RECOMMENDED THAT the Board of Education adopt Resolution No. 11-2013–2014 declaring February 3–7, 2014 as National School Counseling and Guidance Week**

Moved _____

Second _____

A Roll Call Vote is Required:

Walsh _____
Tognazzini _____
Garvin _____
Karamitsos _____

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Santa Maria Joint Union High School District
Resolution Number 11-2013–2014

Proclamation
National School Counseling and Guidance Week February 3-7, 2014

WHEREAS, counseling and guidance staff members are employed in our schools to help students reach their full potential; and

WHEREAS, counseling and guidance staff members are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

WHEREAS, counseling and guidance staff members help parents focus on ways to further the educational, personal and social growth of their children; and

WHEREAS, counseling and guidance staff members work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and

WHEREAS, counseling and guidance staff members seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

WHEREAS, comprehensive developmental school counseling and guidance programs are considered an integral part of the educational process that enables all students to achieve success in school;

Therefore, the Board of Education of the Santa Maria Joint Union High School District do hereby proclaim February 3-7, 2014, as National School Counseling and Guidance Week.

Roll Call:

Ayes:

Noes:

Absent:

Abstain:

Board of Education President/Clerk/Secretary
Santa Maria Joint Union High School District

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B. General

1. Reopeners for Classified Negotiations

The Contract with California School Employees Association, Chapter 455, allows the parties to reopen certain articles. In order to commence negotiations with CSEA and to fulfill conditions of the Rodda Act, the Board needs to acknowledge receipt of the following proposal from CSEA. This presentation fulfills the public notice requirements of the Educational Employment Relations Act (EERA or "Rodda Act") at Government Code Section 3547.

- Article 3, Pay and Allowances
- Article 4, Health and Welfare Benefits

A public hearing is required at this time.

Resource Person: Tracy Marsh, Asst. Supt. of Human Resources

***** IT IS RECOMMENDED THAT the Board acknowledge receipt of the reopener proposal from CSEA to the District in order to commence negotiations.**

Moved _____ Second _____ Vote _____

2. Board Member Resignation

Discussion and potential action to approve the process, timelines, or nominee to fill the board vacancy due to the resignation of Dr. Dean Reece.

***** IT IS RECOMMENDED THAT the Board of Education accept the resignation of Dr. Dean Reece and determine the method of filling the vacancy.**

Moved _____ Second _____ Vote _____

C. Business

1. Fiscal Year 2012-13 Audit Report and Plan of Corrective Actions

As required by Education Code §41010, the District retained the services of the auditing firm, Christy White Accountancy Corporation, to audit the books and accounts of the District. In accordance with Education Code §41020, the audit report for the year ended June 30, 2013 is hereby submitted to the Board of Education for review at this public meeting and includes the district's plan of corrective actions for the findings and recommendations identified in the audit report. The full audit report can be found on the District's website.

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Resource Person(s): Yolanda Ortiz, Asst. Supt./Business Services

***** IT IS RECOMMENDED that the Board of Education review the audit report for the year ended June 30, 2013 and approve the District's plan of corrective actions for the findings and recommendations identified in same and submit the plan to the County Superintendent of Schools as required by Education Code §41020.**

Moved _____ Second _____ Vote _____

2. Agreement for Professional Program and Implementation Services with Caldwell Flores Winters, Inc.

The District desires to retain the professional services of Caldwell Flores Winters, Inc. (CFW) to provide integrated services of planning, program development, state aid services and program implementation services. Specifically, the District is hiring CFW to develop a high school education reconfiguration program to enhance the high curriculum and design facilities to fully support the educational program.

Once developed, CFW will assist the District through professional consulting services to implement the program utilizing a variety of funding sources, including available State aid grant from the State Facilities Program, to achieve the high school reconfiguration program. The implementation services will consist of services tailored to complete the school site improvements from a programmatic perspective within the time frames identified in the Program and within the budgets and cash flow projections identified within that Program.

The attached Agreement for Professional Services (**Appendix C**) includes planning, program development, State Aid services and program implementation services, with a total fee of Five Percent (5%) of the Project Costs, as defined in the agreement. The Agreement also provides for State aid services at a fee of Two Percent (2%) of any monies received from the State, as defined in the agreement.

***** IT IS RECOMMENDED that the Board of Education approve the Agreement for Professional Program and Implementation Services with Caldwell Flores Winters, Inc. as presented in Resolution No. 12-2013-2014.**

Moved _____ Second _____ Vote _____

VII. Consent Items

***** IT IS RECOMMENDED THAT the Board of Education approve the following consent items as presented. All items listed are considered to be routine and may be enacted by approval of a single motion. There will be no separate discussion of these items; however, any item may be removed from the consent**

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agenda upon request of any member of the board and acted upon separately.

Moved _____ **Second** _____ **Vote** _____

- A. Approval of Minutes

December 11, 2013 - Regular Meeting

- B. Approval of Warrants for the Month of December 2013

Payroll	\$5,104,328.51
Warrants	<u>910,479.16</u>
Total	\$6,014,807.67

- C. Attendance Report

Mrs. Yolanda Ortiz, Assistant Superintendent of Business Services, will be available to answer questions regarding the fourth month attendance report presented on page 11.

- D. Facility Report – **Appendix B**

- E. Acceptance of Gifts

Pioneer Valley High School

Donor	Recipient	Amount
Sungrow Horticulture	Ag Dept. (soil value)	\$150.00
PG&E	Admin.	117.00
Santos and Juvan Rosas	Wrestling	100.00
Teixeira	Wrestling	100.00
Tri-Valley Vegetable	Wrestling	100.00
TLC Underground	Wrestling	100.00
Alfonso & Rosario Esparza	Wrestling	100.00
Cutter Precision LLC	Wrestling	100.00
Enriquez's Landscaping & Gardening	Wrestling	100.00
VCCA, LLC	Wrestling	100.00
Carrie Jensen & Vicente Olmedo	Wrestling	100.00
Griselda Rivera	Wrestling	100.00
American Cleaners & Laundry, Inc.	Wrestling	100.00
Jose & Nelson Pena	Boys Soccer	180.00
Guadalupe Hardware Co. Inc.	Wrestling	100.00
Sousa Tire Service LLC	Wrestling	100.00
Rancho Guadalupe	Wrestling	100.00
Gabriel & Martha Morales	Wrestling	100.00
Fernando Cordova Lua	Wrestling	100.00
Jasmin Landscaping		
Maria Estrada	Wrestling	100.00
Espinoza Family	Wrestling	100.00

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Aguilar Family	Wrestling	100.00
Lucas Herrera Jr.	Wrestling	100.00
Dr. David Alford & Dr. William Reid	Wrestling	100.00
Red Blossom	Girls Soccer	300.00
Custom Colors Auto Body Supplies	Wrestling	100.00
Sandra Hill	Wrestling	100.0
Kelly & Ellen Muldoon	Wrestling	2,500.00
PVHS Boosters	Boys Volleyball	380.00
PVHS Boosters	Football	350.00
PVHS Boosters	Baseball	80.00
PVHS Boosters	Softball	663.00
PVHS Boosters	Girls Soccer	160.00
PVHS Boosters	Boys Basketball	590.00
PVHS Boosters	Boys Golf	420.00
PVHS Boosters	Girls Golf	260.00
PVHS Boosters	Cheer	121.27
PVHS Boosters	ASB	277.20
PVHS Boosters	Key Club	240.62
PVHS Boosters	Paw Print	144.37
PVHS Boosters	FCA	383.07
PVHS Boosters	AVID2014	161.30
PVHS Boosters	BSU	1,160.77
PVHS Boosters	Drama	1,482.25
PVHS Boosters	Band	1,270.50
PG&E	Admin	117.00
Phillips 66/Santa Maria Refinery	Choir	<u>66.00</u>
Total Pioneer Valley High School		\$13,874.35

Santa Maria High School

Donor	Recipient	Amount
Pamela A Rowan DBA Coffee A La Cart	SMHS - Athletics	\$600.00
Phyllis S. Chiado	McGuire/Student Welfare	1,000.00
United Way of Northern Santa Barbara County Inc.	Outreach	125.00
Phyllis S. Chiado	SMHS Scholarship	1,000.00
The Henry Mayo Newhall Foundation	SMHS – FFA	6,000.00
Me-N-Ed's Pizzeria	Close Up Club	120.47
Pacific Petroleum Calif. Inc.	SMHS – Baseball	100.00
Wheels N Windmills	Automobile Club	<u>500.00</u>
Total Santa Maria High School		\$9,445.47

Righetti High School

Donor	Recipient	Amount
PG&E	RHS	<u>\$250.00</u>
Total Righetti High School		\$250.00

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F. Student Discipline Matters

- Administrative Recommendation to redact expulsion and suspend the order of expulsion: Student # 337580

G. Approval/Ratification of Purchase Order

<u>P.O. #</u>	<u>Vendor</u>	<u>Amount</u>	<u>Description & Funding Source</u>
14-0874	Tom Little Inspections	\$202,540.00	C2004 Bond, Inspection Services for SMHS New Classrooms
14-0910	Scholastic Inc.	\$156,623.95	General – EL Target Funds, Read 180 Program

VIII. Open Session Public Comments

The public may address the Board on any matter (except personnel) concerning the District and not on the agenda. Note: The time limit to address the Board may not exceed three minutes. The Board is not required to respond to the Public Comment. The public may also address the Board on each item on the Agenda as the Board takes up those items. Persons wishing to speak should complete a blue request form and hand it to the Board secretary.

IX. Items not on the Agenda

Note: The law generally prohibits the Board from discussing items not on the agenda. Under limited circumstances, the Board may discuss and act on items not on the agenda if they involve an emergency affecting safety of persons or property, or a work stoppage, or if the need to act came to the attention of the District too late to include on the posted agenda.

X. Next Meeting Date

Unless otherwise announced, the next regular meeting of the Board of Education will be held on February 12, 2014. Closed session begins at 5:30 p.m. Open session begins at 6:30 p.m. The meeting will be held at Righetti High School (cafeteria), 941 East Foster Road, Santa Maria, CA 93455.

XI. Future Regular Board Meetings for 2014:

March 12	July 9 (if needed)	October 8
April 9	August 13	November 12
May 14	September 10	December 10
June 11		

XII. Adjourn

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
MONTHLY REPORT OF ATTENDANCE
FOURTH MONTH OF 2013-14

November 4, 2013 through November 29, 2013

	Fourth Month 2012-2013			Fourth Month 2013-2014			Cumulative ADA				Decline @ -0.320% Y-T-D PROJECTED ADA	Difference between Projected Y-T-D ADA & Actual ADA
	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Ending Enrollment	ADA	ADA % of Poss. Enroll.	Prior Year		Current Year			
							ADA % to CBEDS	ADA	ADA % to CBEDS	ADA		
ERNEST RIGHETTI HIGH												
Regular	1946	1880.50	96.4%	1865	1807.44	96.6%		1914.95		1817.36		
Special Education	89	85.94	95.2%	99	95.88	95.4%		85.66		85.38		
Independent Study	37	27.50	77.7%	41	30.13	72.8%		19.30		23.93		
Independent Study 12+	0	0.00	---	0	0.00	---		0.00		0.00		
Independent Study Spec Ed	5	2.44	48.8%	0	0.00	---		2.73		0.00		
CTE Program	12	10.06	83.9%	12	9.50	79.2%		10.11		9.59		
Home and Hospital Reg Ed	5	4.25	100.0%	10	9.06	94.8%		2.53		4.36		
Home and Hospital Spec Ed	1	0.81	86.7%	0	0.00	---		0.18		0.00		
TOTAL RIGHETTI	2095	2011.50	96.3%	2027	1952.00	96.6%		2035.45		1950.64		
SANTA MARIA HIGH												
Regular	2102	2005.94	95.1%	2127	2023.44	95.1%		2031.65		2054.03		
Special Education	90	82.56	91.5%	87	81.38	92.7%		81.16		82.86		
Independent Study	48	46.69	91.4%	97	81.69	86.4%		35.01		55.19		
Independent Study 12+	0	0.00	---	1	1.00	100.0%		0.00		0.45		
Independent Study Spec Ed	1	0.69	68.8%	1	1.00	100.0%		0.70		0.77		
CTE Program	12	7.56	63.0%	9	5.13	58.2%		9.03		5.93		
Home and Hospital Reg Ed	4	3.06	86.0%	6	3.88	76.5%		1.95		3.61		
Home and Hospital Spec Ed	4	2.56	74.5%	4	1.88	58.8%		1.93		1.74		
TOTAL SANTA MARIA	2261	2149.06	94.9%	2332	2199.38	95.0%		2161.43		2204.58		
PIONEER VALLEY HIGH												
Regular	2386	2313.50	96.7%	2455	2392.00	97.1%		2353.99		2435.77		
Special Education	127	121.06	94.7%	127	119.19	93.5%		121.49		120.46		
Independent Study	51	47.88	88.2%	38	28.38	73.9%		30.42		22.49		
Independent Study 12+	1	0.94	93.8%	0	0.00	---		0.61		0.00		
Independent Study Spec Ed	4	4.00	100.0%	5	3.00	61.5%		2.86		2.49		
CTE Program	0	0.00	---	0	0.00	---		0.00		0.00		
Home and Hospital Reg Ed	10	9.94	99.4%	5	3.88	91.2%		6.80		2.70		
Home and Hospital Spec Ed	4	2.38	64.4%	1	1.00	100.0%		1.41		0.53		
TOTAL PIONEER VALLEY	2583	2499.69	96.6%	2631	2547.44	97.0%		2517.57		2584.43		
PROGRAM E DAY TREATMENT @ PVHS	7	5.50	85.4%	4	3.50	87.5%		5.18		3.65		
DISTRICT SPECIAL ED TRANSITION	11	10.19	92.6%	9	8.38	93.1%		9.93		8.91		
DISTRICT SPECIAL ED TRANS/VOC MM	0	0.00	---	5	5.00	100.0%		0.00		4.31		
ALTERNATIVE EDUCATION												
Delta Continuation	327	245.81	74.5%	323	246.22	76.2%		254.98		264.72		
Delta 12+	1	1.00	100.0%	0	0.00	---		1.49		0.00		
Delta Independent Study	51	44.86	91.6%	52	42.95	84.8%		37.43		36.02		
Delta Independent Study 12+	31	30.07	95.1%	30	31.78	94.0%		29.79		33.82		
Delta Independent Study Spec Ed	0	0.00	---	4	0.74	20.8%		0.00		0.99		
Home and Hospital Reg Ed	0	0.00	---	2	0.00	---		0.00		0.13		
Freshman & Sophomore Prep	137	122.31	88.9%	167	156.01	93.4%		124.33		142.59		
Reach Program--DHS	0	0.00	---	1	1.00	100.0%		0.00		0.36		
Reach Program--SMHS	6	5.38	100.0%	9	6.19	67.8%		2.59		6.99		
Reach Program--PVHS	6	5.81	96.9%	16	13.50	96.0%		4.86		7.53		
Home School @ Library Program	55	44.44	89.7%	48	42.69	88.9%		44.36		44.09		
TOTAL ALTERNATIVE EDUCATION	614	499.68	81.4%	652	541.07	83.0%		499.84		537.24		
TOTAL HIGH SCHOOL DISTRICT	7571	7175.62	94.8%	7660	7256.76	94.7%		7229.40		7293.75	7206	87

Santa Maria Joint Union High School District
January 15, 2014

APPENDIX A

CLASSIFIED PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	Pay Rate	Hours	
	Out of Class	School Support Secretary	SMHS	01/07/14	16/D	3	
	Promote	Registrar II	RHS	01/07/14	22/C	8	
	Increase Hours	Bus Driver	DO	12/05/13	18/C	4 to 4.25	
	Employ	Campus Security Assistant	RHS	01/07/14	12/A	7.5	
	Increase Hours	Bus Driver	DO	01/08/14	18/E	4 to 4.25	
CERTIFICATED PERSONNEL ACTIONS							
Name	Action	Status	Subject	Site	Effective	Salary	FTE
	Salary Placement	Temp	Social Science QEIA	SMHS	1/6/14	V, 1	1.0
	Employ	Temp	English	RHS	1/6/14	III, 1	1.0
	Unpaid LOA	Perm	Math QEIA	SMHS	1/6/14 to 6/5/14	IV, 5	0.33
COACHING PERSONNEL ACTIONS							
Assignment	Name	Action	Site	Effective	District	ASB	
Basketball , Asst Frosh Boys		Stipend	PVHS	Winter	\$567.00		

Appendix B

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACILITIES REPORT

December 2013 and Winter Break

1. Ernest Righetti High School Construction Projects

ERHS Mobile Book Storage – Westberg + White Architects

- Construction Activities were completed November 26, 2013. All contract required documents have been received. The final Change Order has been negotiated and is in signature process. Once complete, the final payment application and retention payment will be processed.

2. Santa Maria High School Construction Projects

C2004 SMHS New Classroom Building at Broadway – Rachlin Architects

- Construction commenced December 16, 2013. Work completed this period includes the installation of temporary perimeter fencing, mobilization of temporary construction facilities, demolition of existing concrete and underground utilities, and over excavation.
- Construction is scheduled to conclude April 2015.

3. Pioneer Valley High School Construction Projects

C2004 District Performing Arts Building – BCA Architects

- On December 11, 2013 the District was notified by the Division of the State Architect (DSA) that project documents were received by them on October 23, 2013, and that Application Number 03-115365 was assigned. The plan review is scheduled to begin in late January 2014.
- Facilities Department reviewed the impact of needed closeout documents for the original school construction with the DSA Los Angeles Office. Currently, DSA will allow the project to continue through the review process. In the interim the Facilities Department will work with the original project participants to determine and complete actions necessary to obtain final closeout. Information related to the closeout status will be tracked under the District Wide Project Closeout project heading in this report.
- Construction is estimated to begin in November 2014.

PVHS Remediation Phase 3: Concrete Repair – Westberg + White Architects

- Substantial completion of the project occurred August 27, 2013. All contract required documents have been received. The final Change Order is complete. The final payment application and retention payment are in process.

4. New Facility

C2004 New Facility School CTE Component – Architect to Be Determined

- Direction related to this item is pending Board and District Administration programming determination. The District's realtor continues to search for potential properties.

5. District Wide and Support Services Center

District Wide Energy Upgrade – Johnson Controls Inc.

- Upgrade Work continued this period includes controls integration, power monitoring meters, and system testing. JCI is continuing its redesign of the original gym lighting replacement at RHS which resulted in unacceptable lighting variations throughout the floor.
- Final construction completion estimate is February 2014.

District Wide Project Closeout – Support Services

- Review of issues related to project closeouts continues. All projects must achieve a Certification #1 or #2 to be considered properly closed by DSA. Projects under current review and their status are as follows:
 - PVHS (High School 3): Meetings are being scheduled with the original participants to review remaining documentation required for closeout and to establish the actions necessary to complete the closeout.
 - RHS New Pool and 2 Classrooms: Received Closed with Certification #1 Letter.
 - SMHS New Pool Score Board: Received Closed with Certification #2 Letter.

SSC Wall Crack Assessment and Repair – Support Services

- Reiss Construction conducted a site assessment on December 10, 2013. The information was used to prepare cost and schedule estimates related to potential structural upgrades. A report was received by the Facilities Department January 6, 2014. District Administration will review the report and determine the next course of action.

SSC District Multiple Purpose Room – Westberg + White Architects

- The plans were submitted to the City of Santa Maria for review and permit approval on December 18, 2013. The review is estimated to take 6 to 8 weeks to complete.
- Construction start estimates are dependent on City review and approval.

District Wide Paving: SMHS (Areas J & K) and SSC (Areas A & B) Repairs and Slurry Seal – Flowers and Associates

- The proposed paving plan for summer 2014 was reviewed for project scope and budget.
- A purchase order will be processed for Flowers and Associates project engineering and design services. Meetings will be held throughout January and February with District staff to finalize design and develop bid documents.
- Construction will occur during summer of 2014 at both locations with exact dates to be determined.

6. Summer Activities

District Wide Summer Projects Planning

- Facilities staff met December 18, 2013 to establish the final list of work based on priority and funding availability to be completed between now and the end of summer 2014. The final list includes 38 projects. If feasible, some of these individual projects may be combined into single large bids to facilitate potential savings related volume.
- Project details, schedules, and bidding requirements are under review by Support Services. Individual project titles and information will be added to the Facilities Report list as final scope details are established.

Gary Wuitschick
Director – Support Services

Maintenance & Operations

PVHS

- Installed an electric operator for the north parking lot gate. This will allow increased security on campus while school is in session. **(Photo)**
- Repainted stained walls in the stairwells of the two-story buildings.
- Patched and repainted the walls in the band room.
- Revised the parking for athletic vans to accommodate the additional vehicles. **(Photo)**
- Replaced projectors in twelve classrooms.
- Patched, textured, and repainted the cafeteria dining room walls.
- Installed a stainless steel backsplash behind the new commercial sink in the Home Economics food preparation room.
- Repaired the top netting for the baseball batting cages to prevent birds from getting trapped in the cages.
- Cleaned planters in the center campus quad area. **(Photo)**
- Repaired the sliding Smart Board track in room 412.
- Revised sprinkler lines for the electric gate operator installation.
- Prepared the soccer fields for the Winter Break soccer tournament.
- Fertilized lawns throughout campus.
- Reconditioned the tops of the drafting tables for the drafting class.
- Cleaned the carpets in the administration lobby, the band room, and room 423.
- Relocated obsolete equipment to the Support Services Center for disposal.
- Setup several events: soccer tournament, volleyball tournament, wrestling tournament, basketball tournament.
- Inventoried the disaster preparedness kits and replenished supplies.
- Rearranged the grounds and custodial equipment storage rooms.
- Stripped and refinished the tile floors in the maintenance shop break room and conference room.
- Performed holiday energy shutdown for the winter break.
- Provided traffic control before school – 134 hours.
- Preventive work order hours – 34
- Routine work order hours – 139
- Total work orders completed – 91
- Event setup hours – 134

REGULAR MEETING

January 15, 2014

ERHS

- Prepare stadium and practice fields for soccer season: nets on goals, stripe fields.
- Improved the quad appearance by remove fencing, shrubs, and old lunch tables. **(Photos)**
- Recoated the cafeteria kitchen floor following major plumbing repairs. This required removing the three compartment sink for the floor coating application and then reinstalling the sink system. **(Photo)**
- Replaced the water heater in room 504. This classroom has two restrooms and a kitchenette.
- Repaired the floor drain in room 504.
- Installed communications cable for power meters on the Johnson Controls Performance contract.
- Repaired items from the FIT inspections.
- Reattached the ballet bar at the gymnasium stage.
- Replaced the door vents in the student restrooms.
- Replaced the exterior bulletin boards in the courtyards.
- Relocated a Smart Board from room 405 to room 216.
- Repaired the roof leak in Ag Science.
- Repaired the showers in the boys' locker room.
- Repaired the eye washes at the grounds shop and the wood shop.
- Lubricated the rolling gate wheels on all the gates at the front of campus.
- Installed 30 ampere circuits for the computer server room.
- Patched and painted the synchronous clock openings in the walls of the cafeteria and Sword & Shield.
- Completed the annual fire safety inspection with the Santa Barbara County Fire Department.
- Deep cleaned the library, including cleaning the carpet and hard floors.
- Stripped the kitchen and laundry tile floors in the special education classroom area.
- Scrubbed and recoated tile floors in three classrooms.
- Cleaned the carpets in three classrooms.
- Removed gum throughout campus. **(Photo)**
- Cleaned the gymnasium bleachers and scrubbed the floor.
- Performed holiday energy shutdown for the winter break.
- Setup several events: girls basketball and girls basketball tournament, FFA green hand banquet, PIVOT Learning session, blood drive, boys' basketball, football banquet.
- De-iced the ramp near the Greek Theater during the cold snap.
- Delta – Stripped and recoated tile floors in the science and art classrooms.
- Delta – striped the playfield for football.
- Preventive work order hours – 92
- Routine work order hours – 126
- Total work orders completed – 158
- Event setup hours – 52

REGULAR MEETING

January 15, 2014

- **SMHS**

- Installed projectors in three classrooms.
- Tested fume hoods in four science classrooms.
- Reorganized the records office for more efficient service. **(Photo)**
- Prepared custodial equipment for winter break projects.
- Reset parking lot lights for change of sunlight.
- Repainted the interior of the Community Health Center.
- Cleaned and recoated the Ballet Folklorico classroom floor. **(Photo)**
- Scrubbed and recoated the administration main hallway. **(Photo)**
- Migrant Education Center – floors were cleaned and finish applied. Furniture was installed and the Center is ready for students. Door locks rekeyed for the new program. **(Photos)**
- Performed holiday energy shutdown for the winter break.
- Setup several events: Athletics (basketball, soccer, water polo tournament, wrestling tournament, hockey tournament, tennis banquet), Powder Puff Football Game, FFA Banquet, ASVAB testing, VPA performances (Band, Choir, Drama), Drama Talent Show, Winter Holiday Fest, Winter Fair, Sadie Hawkins dance, Walk-A-Thon, Sanchez Elementary School visit, migrant classes, Truancy meeting, Fighting Back Santa Maria Valley Parent Project, Allan Hancock College English classes, and the Mexican consulate visit.
- Preventive work order hours – 52
- Routine work order hours – 33
- Total work orders completed – 136
- Event setup hours – 140

Graffiti & Vandalism

- **ERHS** \$ 460
- **DHS** \$ 0
- **SMHS** \$ 0
- **PVHS** \$ 0

Reese Thompson
Director – Facilities and Operations

Photo Gallery



PVHS – José Placencia & John Swanson Prepare for Remote Gate Operator



PVHS – Ray Segovia Paints Designated Parking for Athletic Vans



PVHS - Cleaned Planters Await New Plants



ERHS - The Quad Before Improvements . . .



ERHS - . . . The Quad as Juan Rodriguez and Nelson Frutos Clear the Vegetation.



ERHS - Cafeteria Kitchen Floor Patch in Progress

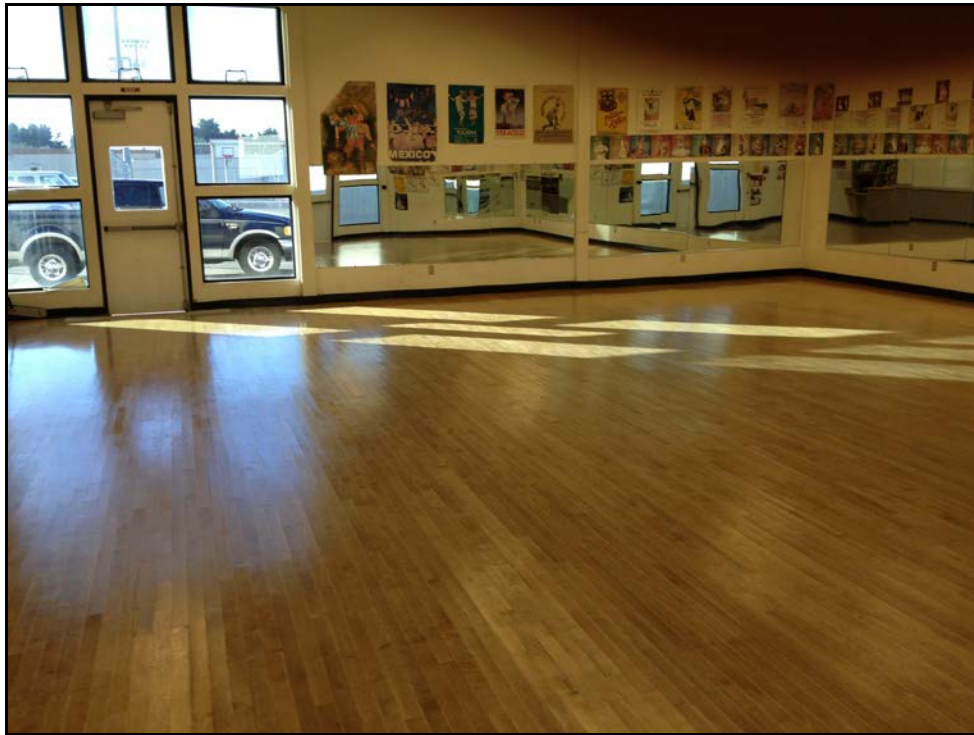
REGULAR MEETING
January 15, 2014



ERHS - Bill Dahmen Removes Gum on Campus



SMHS - Records office Reorganized Using Existing Workstations



SMHS – Ballet Folklorico Classroom Floor Refinished



SMHS – Administration Hallways Scrubbed, Recoated, and Ready for the Students

REGULAR MEETING
January 15, 2014



SMHS – Migrant Education Center Student Work Area and Computer Lab



SMHS – Migrant Education Center Offices

Resolution No. 12-2013-2014
AGREEMENT FOR PROFESSIONAL
PROGRAM & IMPLEMENTATION SERVICES

This Agreement (the “Agreement”) for professional planning, program & implementation services (“Program Management Services”) is entered into this ___ day of _____2014 (the “Effective Date”), and is made by and between Caldwell Flores Winters, Inc. (the “Program Manager”), and the Santa Maria Joint Union High School District (the “District”) of Santa Barbara County who are collectively referred to as “the Parties”.

RECITALS

WHEREAS, Program Manager provides professional services for planning, financial advisory, State aid, program development and program management throughout the State of California;

WHEREAS, the District has completed a strategic plan and identified a number of planning, program development, capital facility, and financing needs throughout the District;

WHEREAS, Program Manager provides an integrated delivery method for these services for which the District has been fully appraised and may contract over time in whole or in part;

WHEREAS, the District Board of Education (the “Board of Education”) desires to retain the professional services of Program Manager to develop a program for the purpose of identifying and implementing a high school education reconfiguration program at some or all of its schools and implementation of a facility improvement and financing program to accommodate the proposed reconfiguration and facility needs at school sites as approved by the Board of Education (hereinafter collectively referred to as the “Reconfiguration and Facilities Program”);

WHEREAS, the District anticipates that it will need a variety of sources of funding to implement the Reconfiguration and Facilities Program including developer fees, State School Facility Program funds (State aid hardship and matching funds), remaining balances from other facility projects, bond programs, and other District, State and Federal funds that may be used in support of the Reconfiguration and Facilities Program (hereinafter collectively referred to as the “Program Funding”);

WHEREAS, the District has identified projects for inclusion in the Reconfiguration and Facilities Program and may add other projects hereafter approved by the District during the term of this Agreement to be funded through Program Funding as identified by the Program Manager and as approved by the Board of Education (herein collectively referred to as the “Reconfiguration and Facilities Projects”);

WHEREAS, Program Manager offers to provide all professional services and fulfill all obligations contemplated under this Agreement and represents that it is engaged in the business of providing professional planning, program development and program management services, that it is duly qualified and capable of providing and performing the professional services contemplated under this Agreement and that, in performing or providing any services hereunder, it will only assign personnel of Program Manager (and any sub-consultant to Program Manager) duly qualified and capable of completing the tasks assigned;

WHEREAS, the District may retain architects and/or other professional consultants (hereinafter collectively referred to as the, “Professional Consultants”) to assist or provide services relating to the District Reconfiguration and Facilities Program; and

WHEREAS, the District desires to retain the professional services of Program Manager to provide planning, program development and program management services in connection with the establishment of the District Reconfiguration and Facilities Program, Program Funding, and implementation of the Reconfiguration and Facilities Projects, all as approved by the Board of Education and more particularly described in this Agreement;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. TERM

The purpose of this Agreement is to provide program and implementation services related to the Reconfiguration and Facilities Program. Unless terminated earlier pursuant to Article 7 of this Agreement, the Agreement shall commence on the Effective Date and shall continue until the earlier of (i) the date that is sixty (60) calendar months from the Effective Date, or (ii) the date the last project identified in the Reconfiguration and Facilities Program is substantially completed and a certificate of occupancy is issued by the Department of the State Architect (“DSA”). As used in this Agreement, “completion” means the issuance of the final certificate required by DSA, after the certificate of acceptance of the District is issued and, if applicable, recorded with the County.

The intention of this Agreement is that Program Manager will see through completion the Reconfiguration and Facilities Projects. It is contemplated that if the services required herein extend beyond the initial sixty (60) months (hereinafter, the “Initial Term”), the District and Program Manager may extend the term of the Agreement by mutual agreement of the Board of Education and the Program Manager for an additional term or terms; provided that any extension of the Initial Term must be in writing prior to the expiration of this Agreement as contemplated in the preceding paragraph.

2. PROGRAM MANAGEMENT SERVICES

Program Manager agrees to perform in a competent and professional manner the professional Program Management services for all projects defined and identified as part of the Reconfiguration and Facilities Program (hereinafter, the “Basic Services”) and any services requested by the Superintendent as supplemental professional services not provided for within the scope of services for the District Reconfiguration and Facilities Program but related to said Program (hereinafter, the “Additional Services”).

The professional Program Management services for Basic Services shall consist of the following:

- 2.1. Performance of Basic Services. Except as otherwise specified, the Program Manager shall perform the Basic Services with its own personnel, except for Basic Services performed by

sub-consultants to the Program Manager who are approved in advance by the District (hereinafter, the “Sub-Consultants”).

- 2.2. Review of District Provided Information. The Program Manager shall review information provided by or through the District relating to the Reconfiguration and Facilities Program in order to obtain a full understanding of: (a) the District’s educational program, including its strategic plan; (b) nature and extent of existing information relating to existing physical facilities; (c) the District’s facilities plan, including modifications thereto incorporated in connection with the Reconfiguration and Facilities Projects; (d) the availability of funding under Program Funding; and, (f) the District’s budget objectives for the Reconfiguration and Facilities Projects.
- 2.3. Implementation Plan. Program Manager with direction of the Superintendent and assistance from District staff and Professional Consultants shall deliver to the Board of Education within 90 days of the Effective Date an analysis and method for implementation of the District Reconfiguration and Facilities Program, including Program Funding (hereinafter, the “Implementation Plan”). The Implementation Plan shall include a master schedule, master budget, and estimated project schedules and construction budgets for each of the projects within the program. The Implementation Plan shall be presented to the Board of Education at its May meeting or a meeting identified thereafter by the Superintendent for approval.
- 2.4. Master Project Budgets/Master Project Schedules. Program Manager shall provide a master schedule and master budget based on estimated construction budgets and schedules for each proposed project within the District Reconfiguration and Facilities Program.

2.4.1. Master Project Budget

- 2.4.1.1. Budget Review. The Program Manager, with assistance from District staff and the Professional Consultants, shall review existing budgets for each proposed project and expenditures to date, and create and maintain a master project budget for all District Reconfiguration and Facilities Projects (the “Master Project Budget”).
- 2.4.1.2. Budget Monitoring. The Master Project Budget will be monitored and periodically updated, but at no less than six month intervals, and presented to the District staff and the Board of Education. For these purposes, the budget project costs shall be as follows: (a) construction costs, (b) architect/engineer fees, (c) construction manager fees, (d) inspection and testing fees, (e) public agency fees (including DSA, California Department of Education (“CDE”), and local and state agencies), (f) environmental costs (CEQA documentation, abatement costs, etc.), (g) printing and postage costs (typically related to agency approval bidding, construction and project closeout), (h) legal fees, (i) special consultant fees (Advocacy etc.) and (j) interim housing costs.
- 2.4.1.3. Project Cost Review. Project Costs (as defined in Article 5.2) shall be reviewed and updated to reflect: (a) actual costs incurred, being incurred, or anticipated to be incurred, and (b) anticipated costs not in the process of design, bidding or construction at the time of the update. As part of the Basic Services, the Program

Manager shall assist the District in resolving any funding, payment or costs disputes arising in connection with the Reconfiguration and Facilities Projects.

Upon completion of each Reconfiguration and Facilities Project, but in no event later than 60 days after completion of the Reconfiguration and Facilities Project, Program Manager shall prepare a reconciliation (the “Project Cost Reconciliation”) of all costs related to that Reconfiguration and Facilities Project, including all amounts invoiced to the District, indicating whether amounts were ultimately paid or rejected.

2.4.2. Master Project Schedule. The Program Manager, with assistance from District staff and the Professional Consultants, shall review existing schedules for each Reconfiguration and Facilities Project and create and maintain a master project schedule for all Reconfiguration and Facilities Projects in the District Reconfiguration and Facilities Program (the “Master Project Schedule”).

2.4.2.1. Schedule Updates: The Master Project Schedule will be monitored and periodically updated, but at no less than six-month intervals, and presented to the District staff and the Board of Education.

2.5. Funding Sources.

2.5.1. Sources. The Program Manager shall assist the District and Professional Consultants in: (a) ascertaining available funding sources for the Reconfiguration and Facilities Projects, (b) ascertaining the constraints and requirements for the District to secure funding from a funding source and (c) in securing District funding. The Program Manager shall provide a written summary of potentially available funding.

2.5.2. Updates. The summary of available funding and the underlying funding sources will be monitored and updated at six-month intervals and presented to the District staff and the Board of Education.

2.6. Standards; Records and Procedures.

2.6.1. District Standard Materials/Equipment. The Program Manager shall assist the District and Professional Consultants in updating District specifications for school site enrollment and classroom occupancy and standards for material/equipment to be specified in the Reconfiguration and Facilities Projects. The following objectives shall be incorporated: (a) size of school site by enrollment, grade configuration, and classroom occupancy, (b) consistency in material/equipment across projects, (c) cost effectiveness of life cycle, procurement and installation, and (d) conformity to function and other operational requirements of the Reconfiguration and Facilities Project.

2.6.2. Records. The Program Manager shall submit standards for all material and equipment that will be used on the District Reconfiguration and Facilities Program. In addition, the Program Manager shall create and maintain records for each Reconfiguration and Facilities Project, including without limitation any applicable records concerning funding sources, initial and revised budget estimates and actual costs, Project Cost Reconciliation, bidding, construction phase and approval phase, insurance, and

bonding.

2.6.3. Project Professional Services. The Program Manager shall develop procedures for District acceptance for the identification of professional services necessary for completing the design, bidding and construction phases of the Reconfiguration and Facilities Program, including without limitation, architects, other design consultants, project inspection services, special test/inspection services, soils/geo-technical services, third party cost estimators, schedulers and construction managers.

2.7. Bidding and Construction Procedures.

2.7.1. General. To facilitate and expedite completion of the bidding and construction process for the Reconfiguration and Facilities Projects and to establish consistency in procedures utilized to complete the bidding and construction processes for the Reconfiguration and Facilities Projects, the Program Manager shall assist the District in establishing procedures for bidding Reconfiguration and Facilities Projects and administration of the construction contracts awarded by the District for the Reconfiguration and Facilities Projects.

2.7.2. Bidding Guidelines. The Program Manager shall assist the District in updating and implementing existing guidelines for bidding projects.

2.7.3. Construction Phase. The Program Manager shall assist the District in: (a) negotiation of guaranteed maximum price contracts, construction manager or contractor fees, (b) oversight of bid process undertaken by architect and construction manager or contractor, (c) oversight of bid reviews and bid award recommendations, undertaken as part of basic services of the architect and construction manager or contractor, (d) presentation of bid award recommendations to District staff and Board of Education for approval, (e) administration of pre-bid construction manager or contractor qualifications and checks, (f) oversight of construction agreements with bonds and insurance review, (g) attendance at pre-bid and pre-construction correspondence to represent District's interests, (h) review of meeting minutes and follow through on District decision requests, (i) review of all pay requests for contract conformance, (j) pay request coordination with District, and (k) oversight of change order review process by architects and construction managers and/or contractors, including analyzing, responding to and negotiating claims.

2.7.4. Post Construction Phase. The Program Manager shall assist the District and Professional Consultants in: (a) oversight of project closeout with DSA by architect/engineer, inspector and construction manager or contractor, including all change orders, coordination of notice of completion and retention, (b) oversight of punch list and maintenance period criteria, training sessions for staff for operation and maintenance procedures for equipment (HVAC, fire alarms, phones, bell systems, etc.), and (c) assist District in preparation of Office of Public School Construction ("OPSC") audits.

2.8. Communications. The Program Manager shall develop a communication plan to appraise the District, District staff and community for the implementation and progress of the Reconfiguration and Facilities Projects on an ongoing basis.

2.8.1. Components of the Communication Plan: The plan will include the following components: (a) written bi-monthly reports covering current activities, (b) monthly summary presentation to the Board of Education on progress towards goals, (c) quarterly reports regarding adherence to schedules, budgets, sources of funding, and progress of major projects including any disputed invoices or payment disputes, (d) supply of information for newsletters, website updates, and information to local media outlets as required, and (e) attending public forums and meetings as necessary to keep stakeholders informed.

2.9. Labor Relations/Labor Compliance Program.

2.9.1. Determination of Labor Compliance Program Requirements. The Program Manager shall oversee the development, implementation and enforcement of a labor compliance program under Labor Code§ 1777.1.

2.9.2. Development of Labor Compliance Program. The Program Manager shall assist the District in processing the District's approved labor compliance program for adoption by the District's Board of Education and approval by the Department of Industrial Relations.

2.10. Program Manager Standard of Care. Program Manager shall provide the Basic Services and authorized Additional Services, using its professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law, code, rule or regulation. Program Manager's services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and timely implementation of the Reconfiguration and Facilities Projects.

2.11. Other Project Participants. Program Manager's services hereunder shall be provided in conjunction with contracts between the District and the Professional Consultants. The Professional Consultants shall perform their duties in accordance with their respective contracts with the District. Except as expressly set forth herein, neither this Agreement, nor the Program Manager's Basic Services hereunder shall be deemed the Program Manager's assumption of responsibility for the adequacy or sufficiency of the services provided by the Professional Consultants. The foregoing notwithstanding, the Program Manager's responsibilities under this Agreement shall include the coordination and oversight of the performance of services by the Professional Consultants relating to the Reconfiguration and Facilities Program in accordance with the terms of the Professional Consultants contracts with the District.

2.12. Program Manager Work Product. The entire work product of Program Manager and its Sub-Consultants prepared or generated in connection with this Agreement is the property of the District. If the District exercises the right to terminate this Agreement pursuant to the terms hereof, upon request of the District, Program Manager shall assemble and transmit to the District all of the work product of the Program Manager and its Sub-Consultants generated, prepared, reviewed or compiled in connection with this Agreement and the Basic Services and authorized Additional Services hereunder. Upon request of the District, the Program Manager shall make available to the District all work product completed or in

progress at the time of such a request.

- 2.13. Meetings and Conferences. The Program Manager shall attend and participate in meetings and conferences with the District staff, Professional Consultants, oversight committees as may be established by the District, community organizations, and the District's Board of Education relating to the Reconfiguration and Facilities Program and/or as otherwise necessary to discharge the Program Manager's obligations hereunder.

3. ADDITIONAL SERVICES

- 3.1. State Aid Services. Program Manager agrees to analyze and secure funding, where possible, from available State school facilities programs most suitable to the District's needs. All necessary applications will be filed and processed through the State, as needed, including the California Department of Education (CDE), the Office of Public School Construction (OPSC) and the State Allocation Board (SAB). Program Manager agrees to (a) review District's eligibility for funding, including new construction, modernization, and joint-use, (b) develop strategy to maximize available eligibility suitable to District needs, (c) assist District in submitting necessary applications and complying with State requirements, (d) meet with State representatives as necessary to process applications, including OPSC and SAB meetings as necessary, (e) assist in securing and receipt of State funds, and (f) present program updates to the Board semi-annually and as directed by the Superintendent.
- 3.2. Performance of Additional Services. Program Manager agrees to provide Additional Services with the prior written authorization of the District as mutually agreed by Program Manager and the Superintendent, subject to Board of Education approval.

4. DISTRICT COOPERATION & RESPONSIBILITIES

The District agrees to pay Program Manager as specified herein in Article 5 upon receipt of an invoice from Program Manager. The District shall use reasonable efforts to pay approved invoices within 30 days of receipt. Invoices that are not paid within 60 days of receipt shall bear interest at a rate of 10% per annum beginning on the 60th day after receipt by the District until such time as invoice is fully paid by District.

The District hereby agrees to fully cooperate with Program Manager by furnishing all necessary District records, documents and information and to make District personnel available for consultation and information as needed to perform the work identified herein.

- 4.1. Information. The District agrees to use its best efforts to provide all necessary information relative to the proposed scope of work on a timely, diligent and accurate basis. The District shall also provide the Program Manager with full information regarding the District Reconfiguration and Facilities Program and the Reconfiguration and Facilities Projects therein.
- 4.2. Updates/Revisions to District Provided Information. The District will provide the Program Manager with updates/revisions of information upon the District's receipt thereof. The District will provide the Program Manager with additional information obtained or received by the District relating to the Reconfiguration and Facilities Projects, including without limitation, the District's facility plan, construction documents of existing, where available,

and all previous program or project information promptly.

- 4.3. Limitations on Program Manager Use of District Provided Information. The District shall retain title to and the right of possession to all information furnished to the Program Manager. The Program Manager shall be bound by any confidentiality or proprietary agreement required by the District before accepting receipt of confidential or proprietary information. In the event of termination of this Agreement for any cause, the Program Manager shall immediately deliver to District all items the Program Manager has possession, custody or control over, whether complete or in process.
- 4.4. District Representative. Within ten (10) days of the date of this Agreement, the District shall designate a person to act as the District Representative and shall notify the Program Manager of said designation. The District Representative is authorized to act on behalf of the District with respect to this Agreement and to carry out the District's responsibilities under this Agreement.

5. **FEE FOR SERVICES**

- 5.1. Contract Price. Program Manager agrees to provide Program Management Services. The District shall compensate Program Manager the contract price of Five Percent (5%) of the Project Costs, as that term is defined below, of each Reconfiguration and Facilities Project within the District Reconfiguration and Facilities Program approved by the Board of Education and under management during the term of this Agreement (hereinafter, the "Contract Price").
- 5.2. Project Costs. Project Costs shall be defined as all costs, fees, and expenses to be paid by the District during the term of this Agreement related to Reconfiguration and Facilities Projects under management by Program Manager, including but not limited to those costs, fees and expenses related to the planning, design, bidding, management and construction of Reconfiguration and Facilities Projects undertaken by the District. At the commencement of Basic Services for each such project, Project Costs shall be calculated based on the Master Program Budget (excluding therefrom any Program Manager fees and any fees or costs related to securing funding, including bond counsel fees, underwriting fees, financial consultant fees, escrow fees, etc.). Every six months thereafter until completion, the Master Program Budget and the Project Costs shall be recalculated as needed to incorporate any changes approved by the Board of Education.

As noted in the definition of Project Costs, the fee will adjust as necessary as Project Costs are adjusted to include new components, phases, parts or sub-projects. These adjustments shall not include any fee adjustment related to change orders resulting from errors on the part of the Program Manager, a contractor, developer, architect, engineer or any professional consultant.

- 5.3. District Payments to Program Manager.
 - 5.3.1. Initial Payments for Implementation Plan. The District agrees to pay Program Manager three payments of Thirty Thousand Dollars (\$30,000.00) each on the first of each of the following months, February, March and April of 2014 for the purposes of preparing the Implementation Plan.

5.3.2. Subsequent Basic Services Payments. Thereafter, payment of Contract Price shall be based on the aggregate of Project Costs in progress, payable pro rata for each such Reconfiguration and Facilities Project under program management. The payments shall be calculated as follows: (1) the total Project Costs, as defined herein, shall be multiplied by 5% (the “Fee”); (2) this amount shall then be divided by the number of months projected in the Master Project Schedule and adjusted by an equitable share of the Initial Payments in 5.3.1 reasonably allocated over the term of the Agreement or completion of the Reconfiguration and Facilities Project. This shall establish the “Average Fee”. Program Manager shall be paid the Average Fee monthly for the duration of the Reconfiguration and Facilities Projects under program management up to the maximum fee specified above in 5.1. Program Manager shall submit monthly invoices consistent with the formula described above.

5.3.3. Additional Services – State Aid Services. Program Manager agrees to provide State aid services during the term of this Agreement and to be compensated at the rate equal to two percent (2%) of the principal amount of all State funds received for facilities by the District payable in lump sum within 30 days of receipt of State funds by the District.

5.4. Expenses. The Contract Price shall include all expenses of Program Manager but shall not include the costs and expenses of third party Professional Consultants. The Contract Price includes all ordinary business expenses including travel, meals, mileage, photocopying, facsimile charges and office supplies.

5.5. Additional Services. If the District shall approve or direct Program Manager to perform or provide Additional Services in this Agreement, Program Manager shall be compensated for its personnel providing such Additional Services pursuant to a mutually agreed upon fixed price. Program Manager shall include agreed upon compensation for any Additional Services as part of its monthly invoices.

6. INDEPENDENT CONTRACTOR STATUS

It is understood that Program Manager is an independent contractor and is responsible for accomplishing the results required herein within the timelines contemplated by the parties. Program Manager shall not act as an agent, officer or employee of the District nor shall it have the authority to contract on behalf of the District. With the exception of the fees due to Program Manager from time to time for the services expressly contemplated herein, the District shall not be liable to Program Manager for any payments, benefits, losses, costs, expenses, injuries or damages to Program Manager, Program Manager’s property or any of Program Manager’s employees, agents, directors or shareholders.

7. TERMINATION

- 7.1. Termination for Cause. In the event Program Manager fails or refuses to reasonably perform the provisions of the scope of work, Program Manager shall be deemed in default in the performance of this Agreement. Notice shall be given to Program Manager by District, as provided in this agreement, specifying the nature of such default. Program Manager shall have twenty-one (21) calendar days, upon receipt of said notice of default, to cure such default. If, within said period, Program Manager cures the condition or violation or makes satisfactory arrangements for the correction thereof with the District, the default shall be deemed cured.

If Program Manager fails to cure the default, the District may terminate for cause on the date that is thirty (30) calendar days after the expiration of the period to cure, or on any date specified by District thereafter (each, a "Termination Date"). Cause shall include: (a) Program Manager's failure or refusal to reasonably perform the provisions of the Basic Services and/or Additional Services; (b) any act by Program Manager exposing the District to liability to others; (c) Program Manager becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or (d) if Program Manager disregards applicable laws, codes, ordinances, rules or regulations. The District shall be responsible for paying Program Manager for any earned fees based on the percent of work completed on those Reconfiguration and Facilities Projects under management that remain unpaid at the Termination Date. In addition, District shall remain obligated to pay Program Manager for State aid Services performed through the date of termination. Any dispute regarding the amount of earned and unpaid fees shall be resolved through the dispute resolution provisions of this Agreement.

- 7.2. Termination for Convenience. The District may terminate the contract without cause by providing sixty (60) days written notice of termination. If termination for convenience occurs the District will pay Program Manager for any earned professional fees that remain unpaid, calculated based on Reconfiguration and Facilities Projects completed to the date of termination plus the percent completed of those Reconfiguration and Facilities Projects still under program management. In addition, the District agrees to pay Program Manager an amount equal to 18% of the remaining balance of the Contract Price defined in Article 5.1 or the remaining balance of the Contract Price, whichever is less, as liquidated damages for early termination. The Parties agree this amount reasonably reflects both the general effort and services delivered by Program Manager and the potential benefit derived by District from services provided to the date of termination. Any dispute regarding the amount of earned and unpaid fees shall be resolved through the dispute resolution provisions of this Agreement.

- 7.3. Suspension of Services. The District may, in its discretion, suspend all or a part of the Basic Services and/or Additional Services for such duration as determined solely by the District. If the period of suspension directed by the District exceeds sixty (60) or more consecutive calendar days and such suspension is not caused in whole or in part by the neglect or fault of the Program Manager or any District approved Sub-Consultant or Program Manager's breach of this Agreement, upon resumption of the Basic Services, the Contract Price shall be subject to adjustment to reflect actual costs and expenses incurred by the Program Manager as a direct and sole result of the suspension directed by the District.

7.4. Project Abandonment. Upon abandonment of a Project by the District, the District will make payment to Program Manager for the Basic Services and authorized Additional Services provided prior to the effective date of abandonment of the Project. Project Abandonment is defined as the decision by the District’s Board of Education to completely abandon the design, funding or construction of a particular Project contained within the District Facilities Program. Abandonment shall not include the relocation of a Project, reprioritization of a Project or the placement on hold of a Project.

8. INSURANCE

8.1. Insurance Policies; Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by Program Manager and its Sub-Consultants are:

Workers Compensation	Statutory Limits
Employers Liability	\$1,000,000
Commercial General Liability (including coverage For Bodily Injury or Death, Property Damage and Automobile Liability-Property Damage, Bodily Injury or Death)	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	\$1,000,000

8.2. Workers’ Compensation and Employers Liability Insurance. Workers’ Compensation Insurance shall cover claims under workers’ or workmen’s compensation, disability benefit and other similar employee benefits. Employer’s Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee that arises out of the employee’s employment by Program Manager or a Sub-Consultant. The Employer’s Liability Insurance required hereunder may be obtained as a separate policy of insurance or as an additional coverage under the Workers’ Compensation Insurance required to be obtained and maintained hereunder.

8.2.1. Commercial General Liability and Property Insurance. Commercial General Liability and Property Insurance shall provide coverage for the types of claims set forth below which may arise out of or result from Program Manager’s services under this Agreement and for which Program Manager may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Program Manager’s employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained by: (a) a person as a result of an offense directly or indirectly related to employment of such person by Program Manager or (b) by another person; (iii) claims for damages due to injury to or destruction of tangible property, including loss of use resulting thereof; and (iv) contractual liability insurance applicable to Program Manager’s obligations under this Agreement. District shall be an additional named insured to Program Manager’s commercial general liability insurance policy.

- 8.2.2. Professional Liability Insurance. The policy of Professional Liability Insurance shall cover claims for errors, omissions and other conduct arising out Program Manager's performance of services under this Agreement.
- 8.2.3. Automobile Liability. The policy of Automobile Liability insurance shall provide coverage for claims arising out of the operation of automobiles and other motor vehicles by Program Manager in connection with performance of obligations under this Agreement.
- 8.2.4. Policy Endorsements; Evidence of Insurance. Program Manager agrees to deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverage under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 8.2.5. Sub-Consultants' Insurance. If Program Manager requests, and the District consents to the use of Sub-Consultant(s) to Program Manager to perform a portion of the Basic Services or authorized Additional Services, each approved Sub-Consultant shall obtain and maintain each policy of insurance with the minimum of coverage amounts set forth above for Program Manager. Notwithstanding the District's approval of a Sub-Consultant, no Sub-Consultant shall provide services until Program Manager has delivered Certificates of Insurance to the District that evidences each of the required insurance policies and the minimum coverage amounts set forth herein.

9. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below. All notices, demands, requests or approvals from Program Manager to District shall be addressed to District as follows:

Santa Maria Joint Union High School District
Dr. Mark Richardson, Superintendent
2560 Skyway Drive
Santa Maria, CA 93455

All notices, demands, requests or approvals from District to Program Manager shall be addressed to Program Manager as follows:

Caldwell Flores Winters, Inc.
Ernesto Flores, President
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

10. COMPLIANCE WITH LAWS

The District and Program Manager hereby agree to comply with all the laws and regulations governing the operation of this Agreement, the Reconfiguration and Facilities Projects and the relationship between the Parties.

11. INDEMNIFICATION

The parties each hereby agree to defend, indemnify and hold harmless the other and its officers, employees, directors, affiliates and agents, from and against any and all claims, demands, liability, losses, damages and expenses, including reasonable attorneys' fees and costs, incurred by the other which arise out of or relate to (1) injury or death of an employee, agent, Program Manager of the District, Program Manager or any contractor or subcontractor of each of the Parties to this Agreement; (2) damage to property except damage to the Work itself insured under the Project Builder's Risk Policy; (3) a breach by either party of its obligations under this Agreement; and, (4) the wrongful, willful or negligent acts or omissions of the other party, its officers, directors, employees or agents, in the performance of its obligations under this Agreement.

12. SEVERABILITY

If one or more of the provisions of this Agreement are deemed to be illegal, invalid, unenforceable and/or void by a court or governmental agency with competent jurisdiction, such provision(s) shall be stricken, severed and deleted from the Agreement and the remaining provisions, terms and conditions shall in all other respects continue in full force and effect and be interpreted as if such stricken provision were so excluded.

13. HEADINGS

The titles and headings of the various articles to this Agreement are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Program Manager and shall have no effect upon the construction or interpretation of this Agreement.

14. PREVAILING LAW

The parties hereby agree that this Agreement shall be interpreted and shall be governed by the laws of the State of California. The parties further agree that any action brought by either party to interpret or enforce the arbitration clause of this Agreement shall be brought and venue shall be proper in the Superior Court of California, County of Santa Barbara, California.

15. ASSIGNMENT

Program Manager reserves the right to assign this Agreement in whole or in part to any successor or assignee with the prior written approval of the District, which shall not unreasonably be withheld.

16. DISPUTES/BINDING ARBITRATION

Written notice of any Dispute must be provided to the other party, describing specific details of the dispute within ten (10) days of the occurrence of the underlying event causing the dispute. This notice must be provided as pursuant to Article 10 of this Agreement. For a reasonable period commencing on the day written notice of Dispute was provided, but not to exceed thirty (30) days, the parties shall in good faith attempt to resolve the Dispute.

If the parties are unable to resolve the dispute by the conclusion of the thirty (30) day period, the dispute shall be submitted first to a non-binding mediation by a mediator selected by mutual agreement of the parties. The mediation shall be conducted within ninety (90) days of the date upon which the dispute was first tendered to the other party. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Program Manager commencing binding arbitration proceedings.

If the parties are unable to resolve the Dispute through the non-binding mediation, the parties shall proceed to binding arbitration in Santa Barbara County, California. This Agreement shall be governed and interpreted by the arbitrator in accordance with the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Program Manager.

The arbitrator shall be neutral and mutually acceptable. The parties shall be entitled to limited discovery including one set of requests for admission, interrogatories and requests for production with a maximum of 25 requests each. Furthermore, the parties will be entitled to take no more than three depositions each. The arbitrator shall determine all rights and obligations under this Agreement and the award of the arbitrator shall be final, binding, and enforceable.

Any award issued pursuant to this provision may be enforced in a court of competent jurisdiction, and each party hereby consents to that jurisdiction. The venue for arbitration shall be in Santa Barbara County, California.

17. ATTORNEY'S FEES

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's actual attorney fees. As used herein, the term "actual attorney's fees" shall mean the fees actually charged for the services rendered by legal counsel to the prevailing party in connection with the enforcement of this Agreement, and shall not be limited to "reasonable attorney's fees" as determined by the court or any statute.

18. AUTHORITY

The individual(s) executing this Agreement on behalf of Program Manager warrant and represent that she/he is authorized to execute this Agreement and bind Program Manager to all terms hereof. The individual(s) executing this Agreement on behalf of the District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Education, to bind the District to all terms hereof and authority granted to enter into this Agreement.

19. ENTIRE AGREEMENT

With the exception of the agreements for State Aid Services and Financial Advisory Services Agreements, this Agreement constitutes the entire agreement and understanding between the District and Program Manager concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing mutually executed by individuals authorized to do so on behalf of Program Manager and the District.

IN WITNESS WHEREOF, the Parties hereto have subscribed their names to this Agreement and represented that each has authority to do so on the dates set forth below.

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

By: _____
Dr. Mark Richardson, Superintendent

Date

CALDWELL FLORES WINTERS, INC.



By: _____
Mr. Ernesto Flores, President

Date