

BOARD OF TRUSTEES
ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way, P.O. Box 3520
Anaheim, California 92803-3520
www.auhsd.us

NOTICE OF SPECIAL MEETING

Date: May 1, 2012

To: Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520
Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520
Jordan Brandman, P.O. Box 3520, Anaheim, CA 92803-3520

Orange County Register, 1771 S. Lewis, Anaheim, CA 92805
Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805
News Enterprise, P.O. Box 1010, Los Alamitos, CA 90720
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626
Event News, 9559 Valley View Street, Cypress, CA 90630
Excelsior, 523 N. Grand Avenue, Santa Ana, CA 92701

You are hereby notified that a special meeting of the
Board of Trustees of the Anaheim Union High School District
is called for

Wednesday, the 2nd day of May 2012, at 9:00 a.m.—Open Session

Closed Session-Immediately Following the Open Session

in the Superintendent's Conference Room, 501 Crescent Way, Anaheim, California

Agreement Amendment, Cornerstone Studios, Inc.

The Board of Trustees is requested to approve the agreement amendment with Cornerstone Studios, Inc. The consulting firm provides landscape architectural services for the District. The agreement is necessary to provide landscape design services specifically for the Loara High School landscape and security fencing project, May 30, 2012, through December 31, 2012, for a total cost not to exceed \$55,945. (Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

Student Learning Summit

The Educational Leadership Team will participate in a Board of Trustees' Study Session regarding the District's Learning Initiatives in Action. In teams of three (3) to five (5), principals and support staff will provide a 20-25 minute interactive presentation, allowing for questions and answers on how each of the following learning initiatives are being implemented and aligned to student success. The Trustees will hear an update regarding implementation, the challenges to bringing about change, as well as "best practices." Below is the sequence of presentations:

Partnership for the 21 st Century (P21)	Professional Learning Communities (PLC)	Response to Instruction & Intervention (RTI ²)	Literacy Across Content Areas	Continuum of Assessment
9:30-9:55 Matsuda-Overview of P21	9:55-10:20 Stocks/Sevillano-Overview of PLC Components	10:30-10:55 Donnelly/Martens-Overview of District RTI ² Pyramids	10:55-11:20 Quadrelli-Jones-Overview of Literacy Initiatives	11:20-11:45 Petitt-Overview of Chart: Continuum of Assessment
<u>College and Career Ready</u> (Lunt) CTE Pathways Matrix STEAM (PLTW, Animation, BITA, etc.)	<i>Team (Cunard, Earnest, Erickson, Hammer) will present on how PLC teams are used to develop and address:</i>	<u>Academic</u> (Colon) Real-Time Interventions (Sanchez/Wilson) <u>Inclusive Settings</u> (Wales)	<u>Daily Language Objectives</u> (Carpenter) <u>English for Academic Purposes</u> (EAP)- (Miranda)	<u>Formative Assessment Process:</u> (Lopez) Daily Checking for Understanding Frequent Common Assessments
<u>Seal of Biliteracy</u> (Scott)	Data analysis	<u>Behavior</u> (Wales/Miller)	<u>Intensive Reading</u> (Garcia)	<u>Learning Walks</u> (Fried/Krey)
<u>Common Core</u> (Hernandez)	Curriculum Development and Instruction		<u>Literacy Workshops</u> (Team)	<u>Summative Assessments</u> (Nasouf)
	Assessment		<u>Spanish for Spanish Speakers/ Dual Language Academy</u> (Carmona)	District Benchmarks
	Professional Development			State Assessments
	Leadership Capacity			

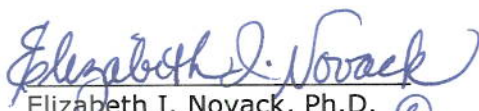

2011-12 Single Plan for Student Achievement

Approve the 2011-12 Single Plan for Student Achievement (SPSA) for each school as mandated by the state. Each SPSA has been recently distributed to the Board of Trustees and includes action plans pertaining to site curriculum, instruction, assessment, professional development, parent activities, and budget expenditures.

CLOSED SESSION

To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Dr. Novack, Dr. Sevillano, Mrs. Poore, and Mr. Lee-Sung regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), and California School Employees Association (CSEA).

To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.


Elizabeth I. Novack, Ph.D.
Superintendent 

BOARD OF TRUSTEES
Special Meeting Agenda
Wednesday, May 2, 2012
9:00 a.m.-Open Session
Closed Session-Immediately Following the Open Session

Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 N. Crescent Way in Anaheim, California. The office is open from 7:45 a.m. to 4:30 p.m., Monday through Friday, and is closed for most of the federal and local holidays. These materials are also posted with the meeting agenda on the district web site, www.auhsd.us, at the same time that they are distributed to the Board of Trustees.

Meetings are recorded for use in the official minutes.

1. **CALL TO ORDER-ROLL CALL** **ACTION ITEM**
2. **ADOPTION OF AGENDA** **ACTION ITEM**
3. **PLEDGE OF ALLEGIANCE**

Board President Anna L. Piercy will lead the Pledge of Allegiance to the Flag of the United States of America.

4. **PUBLIC COMMENTS, OPEN SESSION ITEMS** **INFORMATION ITEM**

Opportunities for public comments occur at the beginning of each agenda item. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

5. **ITEMS OF BUSINESS**
 - 5.1 **Agreement Amendment, Cornerstone Studios, Inc.** **ACTION ITEM**

The Board of Trustees is requested to approve the agreement amendment with Cornerstone Studios, Inc. The consulting firm provides landscape architectural services for the District. The agreement is necessary to provide landscape design services specifically for the Loara High School landscape and security fencing project, May 30, 2012, through December 31, 2012, for a total cost not to exceed \$55,945. (Maintenance Funds, Facilities Funds, and/or other funds as appropriate) **[EXHIBIT]**

Recommendation:

It is recommended that the Board of Trustees approve the agreement amendment.

5.2 **Student Learning Summit**

INFORMATION ITEM

The Educational Leadership Team will participate in a Board of Trustees’ Study Session regarding the District’s Learning Initiatives in Action. In teams of three (3) to five (5), principals and support staff will provide a 20-25 minute interactive presentation, allowing for questions and answers on how each of the following learning initiatives are being implemented and aligned to student success. The Trustees will hear an update regarding implementation, the challenges to bringing about change, as well as “best practices.” Below is the sequence of presentations:

Partnership for the 21st Century (P21)	Professional Learning Communities (PLC)	Response to Instruction & Intervention (RTI²)	Literacy Across Content Areas	Continuum of Assessment
9:30–9:55 Matsuda– <i>Overview of P21</i>	9:55–10:20 Stocks/Sevillano– <i>Overview of PLC Components</i>	10:30–10:55 Donnelly/Martens– <i>Overview of District RTI² Pyramids</i>	10:55–11:20 Quadrelli-Jones– <i>Overview of Literacy Initiatives</i>	11:20–11:45 Petitt– <i>Overview of Chart: Continuum of Assessment</i>
<u>College and Career Ready</u> (Lunt) CTE Pathways Matrix STEAM (PLTW, Animation, BITA, etc.) <u>Seal of Biliteracy</u> (Scott) <u>Common Core</u> (Hernandez)	<i>Team (Cunard, Earnest, Erickson, Hammer) will present on how PLC teams are used to develop and address:</i> Data analysis Curriculum Development and Instruction Assessment Professional Development Leadership Capacity	<u>Academic</u> (Colon) Real-Time Interventions (Sanchez/Wilson) Inclusive Settings (Wales) <u>Behavior</u> (Wales/Miller)	<u>Daily Language Objectives</u> (Carpenter) <u>English for Academic Purposes</u> (EAP)– (Miranda) <u>Intensive Reading</u> (Garcia) <u>Literacy Workshops</u> (Team) <u>Spanish for Spanish Speakers/ Dual Language Academy</u> (Carmona)	<u>Formative Assessment Process:</u> (Lopez) Daily Checking for Understanding Frequent Common Assessments <u>Learning Walks</u> (Fried/Krey) <u>Summative Assessments</u> (Nasouf) District Benchmarks State Assessments

Recommendation:

Although this is an information item only requiring no action by the Board of Trustees, it is recommended the Board receive the report.

5.3 **2011-12 Single Plan for Student Achievement**

ACTION ITEM

Approve the 2011-12 Single Plan for Student Achievement (SPSA) for each school as mandated by the state. Each SPSA has been recently distributed to the Board of Trustees and includes action plans pertaining to site curriculum, instruction, assessment, professional development, parent activities, and budget expenditures.

Recommendation:

It is recommended that the Board of Trustees approve the 2011-12 Single Plan for Student Achievement for each school.

6. PUBLIC COMMENTS, CLOSED SESSION ITEMS **INFORMATION ITEM**

This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

7. CLOSED SESSION **ACTION ITEM**

The Board of Trustees will meet in closed session for the following purpose:

7.1 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Dr. Novack, Dr. Sevillano, Mrs. Poore, and Mr. Lee-Sung regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), and California School Employees Association (CSEA).

7.2 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.

8. RECONVENE MEETING **INFORMATION ITEM**

The Board of Trustees will reconvene into open session.

9. REPORT—CLOSED SESSION **INFORMATION ITEM**

The assistant clerk of the Board of Trustees will report actions taken during closed session.

10. ADJOURNMENT **ACTION ITEM**

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the Board of Trustees at (714) 999-3503 by 8:00 a.m. on May 2, 2012.



AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES

This AGREEMENT is made and entered into this 3rd day of **May** in the year **2012** between **ANAHEIM UNION HIGH SCHOOL DISTRICT** ("DISTRICT") and **CORNERSTONE STUDIOS, INC.**, ("LANDSCAPE ARCHITECT"). DISTRICT and LANDSCAPE ARCHITECT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain landscape architectural services for the LOARA HIGH SCHOOL SECURITY FENCE AND LANDSCAPE IMPROVEMENTS, hereinafter referred to as "PROJECT" located within DISTRICT; and

WHEREAS, LANDSCAPE ARCHITECT is fully licensed to provide landscape architectural services in conformity with the laws of the State of California.

NOW, THEREFOR, the PARTIES hereto agree as follows:

ARTICLE I - LANDSCAPE ARCHITECT'S SERVICES AND RESPONSIBILITIES

I. RESPONSIBILITIES OF LANDSCAPE ARCHITECT

A. Basic Services of LANDSCAPE ARCHITECT shall include the following:

1. The LANDSCAPE ARCHITECT's services shall consist of those services performed by LANDSCAPE ARCHITECT, LANDSCAPE ARCHITECT's employees and LANDSCAPE ARCHITECT's consultants as enumerated in this AGREEMENT and in any EXHIBIT to this AGREEMENT.

2. LANDSCAPE ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. LANDSCAPE ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT.

3. LANDSCAPE ARCHITECT shall provide to DISTRICT, on the terms herein set forth, all of the landscape architectural design and/or engineering services necessary to complete the PROJECT. LANDSCAPE ARCHITECT shall be responsible for performing all of the services described in LANDSCAPE ARCHITECT's "WORK PLAN" which is set forth in **EXHIBIT "A"**. The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within **EXHIBIT "A"**.

4. LANDSCAPE ARCHITECT's services shall include the services of those consultants that are necessary to complete LANDSCAPE ARCHITECT's WORK PLAN and the PROJECT.

5. LANDSCAPE ARCHITECT shall comply with DISTRICT'S Facility Design Standards, and incorporate those standards as applicable, during the performance of its services.

6. The services covered by this AGREEMENT shall commence on **May 3, 2012** and shall terminate on **December 31, 2012**, subject to extension for delays attributable to causes not within the control of LANDSCAPE ARCHITECT.

7. NOT USED.

8. LANDSCAPE ARCHITECT shall comply with federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

ARTICLE II - ADDITIONAL SERVICES

1. LANDSCAPE ARCHITECT shall notify DISTRICT in writing of the need for additional services required due to circumstances beyond LANDSCAPE ARCHITECT's control. LANDSCAPE ARCHITECT shall obtain written authorization from DISTRICT before rendering such services. DISTRICT may require LANDSCAPE ARCHITECT to perform additional services which are, in DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by DISTRICT.

ARTICLE III - TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of LANDSCAPE ARCHITECT; or if DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, DISTRICT shall pay LANDSCAPE ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due LANDSCAPE ARCHITECT for Board approved additional services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to DISTRICT or in the possession of LANDSCAPE ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement landscape architect costs shall be deducted from payments then due to LANDSCAPE ARCHITECT.

3. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to LANDSCAPE ARCHITECT. In the event of a termination without cause, DISTRICT shall pay LANDSCAPE ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to DISTRICT or in the possession of LANDSCAPE ARCHITECT.

4. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, LANDSCAPE ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, LANDSCAPE ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but LANDSCAPE ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

5. The PARTIES understand and agree that ARTICLE III of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. The PARTIES agree that any other termination provision(s) that may be attached to this AGREEMENT, as part of EXHIBIT "A," shall be void and unenforceable between the PARTIES.

ARTICLE IV - LANDSCAPE ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or AutoCAD files) prepared by LANDSCAPE ARCHITECT or LANDSCAPE ARCHITECT's consultants for

this PROJECT, shall be and remain the property of DISTRICT pursuant to Education Code section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. DISTRICT, however, shall not be precluded from using LANDSCAPE ARCHITECT's or LANDSCAPE ARCHITECT's consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

2. No later than thirty (30) days after substantial completion of the PROJECT, before receipt of final payment, the LANDSCAPE ARCHITECT shall review and forward final working drawings and specifications, indicating on them all changes made by change order or otherwise pursuant to the construction documents, as well as all information called for on the specifications, thus producing and "as-built" set of final working drawings and specifications ("record drawings and specifications"). The record drawings and specifications shall show, among other things, the location of concealed pipe, buried conduit runs and other similar elements within the completed PROJECT. LANDSCAPE ARCHITECT shall personally review and certify that the record drawings and specifications are a correct representation of the information supplied to LANDSCAPE ARCHITECT by any inspectors and the contractor. LANDSCAPE ARCHITECT shall not be required to verify and information by physical inspection. The LANDSCAPE ARCHITECT will produce and submit to the DISTRICT the record drawings in AutoCAD and .pdf formats, and original-sized prints.

ARTICLE V - ACCOUNTING RECORDS OF LANDSCAPE ARCHITECT

1. Records of LANDSCAPE ARCHITECT's direct personnel and reimbursable expenses pertaining to any extra services for this PROJECT, and records of accounts between DISTRICT and LANDSCAPE ARCHITECT shall be kept on a generally recognized accounting basis and shall be available to DISTRICT or DISTRICT's authorized representative at mutually convenient times. LANDSCAPE ARCHITECT shall retain all records related to this PROJECT for a minimum of three (3) years after DSA certification (if applicable).

ARTICLE VI - COMPENSATION TO LANDSCAPE ARCHITECT

1. DISTRICT shall compensate LANDSCAPE ARCHITECT as follows:
 - a. DISTRICT agrees to pay LANDSCAPE ARCHITECT in accordance with the rate and price schedule information set forth in **EXHIBIT "A"** for the services performed pursuant to this AGREEMENT.
 - b. LANDSCAPE ARCHITECT shall invoice costs monthly for the services provided in this AGREEMENT from the time LANDSCAPE ARCHITECT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.
 - c. Included in the not to exceed fee are reimbursable expenses, which are in addition to compensation for basic and extra services, and shall be paid to LANDSCAPE ARCHITECT at actual cost of the expenses incurred by LANDSCAPE ARCHITECT, LANDSCAPE ARCHITECT's employees and consultants. Provided that LANDSCAPE ARCHITECT obtains DISTRICT's prior written approval, costs and expenses will be reimbursed to LANDSCAPE ARCHITECT in accordance with **EXHIBIT "A"** and this ARTICLE VI. DISTRICT's prior written authorization is an express condition precedent to any reimbursement to LANDSCAPE ARCHITECT of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. LANDSCAPE ARCHITECT's mileage and travel time shall not be considered as an allowable reimbursable expense. Items that may be considered for reimbursement, if requested by DISTRICT, are as follows:

- (1) Fees advanced for securing approval of authorities having jurisdiction over the project (N/A).

d. Reimbursable expenses are estimated to be **EIGHT HUNDRED DOLLARS AND NO CENTS (\$800.00)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

ARTICLE VII - EMPLOYEES AND CONSULTANTS

1. LANDSCAPE ARCHITECT shall have the option, unless DISTRICT objects in writing after notice, to employ at its expense LANDSCAPE ARCHITECTs, engineers, experts or other consultants qualified and licensed to render Services in connection with the planning and/or administration of the PROJECT, and to delegate to them such duties as LANDSCAPE ARCHITECT may delegate without relieving LANDSCAPE ARCHITECT from administrative or other responsibility under this AGREEMENT. LANDSCAPE ARCHITECT shall be responsible for the coordination and cooperation of architects, engineers, experts or other consultants. LANDSCAPE ARCHITECT shall notify DISTRICT of the identity of all consultants in sufficient time prior to their commencement of work to allow DISTRICT to review their qualifications and object to their participation on the PROJECT if necessary.

2. LANDSCAPE ARCHITECT shall submit to DISTRICT a list of all consultants LANDSCAPE ARCHITECT proposes to use on the PROJECT. This list shall include such supporting information respecting the consultants' qualifications as may be required by DISTRICT. DISTRICT specifically reserves the right to approve such engineers and consultants, and LANDSCAPE ARCHITECT shall not assign or permit the assignment of any such engineers or consultants to the PROJECT to which DISTRICT has a reasonable objection.

3. LANDSCAPE ARCHITECT's subconsultants shall not be changed without prior written consent of DISTRICT. DISTRICT does not assume any liability, duty or obligation to LANDSCAPE ARCHITECT's subconsultants or their agents and employees by execution or performance of this AGREEMENT, and nothing in this AGREEMENT shall create any contractual relation between DISTRICT and any subconsultants, or their agents and employees, employed by LANDSCAPE ARCHITECT. No subconsultants, agents, employees or other representatives of LANDSCAPE ARCHITECT are third party beneficiaries of this AGREEMENT. LANDSCAPE ARCHITECT shall be responsible to DISTRICT for the acts and omissions of its employees, subconsultants, and their agents and employees, and other persons performing any of the work under this AGREEMENT.

4. Qualification and License. All architects, engineers, experts and other consultants retained by LANDSCAPE ARCHITECT in performance of this AGREEMENT shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

ARTICLE VIII - MISCELLANEOUS

1. To the fullest extent permitted by law, LANDSCAPE ARCHITECT agrees to indemnify and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to LANDSCAPE ARCHITECT's employees or LANDSCAPE ARCHITECT's subcontractor's employees arising out of LANDSCAPE ARCHITECT's work under this AGREEMENT;

b. General Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of LANDSCAPE ARCHITECT, LANDSCAPE ARCHITECT shall indemnify and hold DISTRICT harmless from any liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by LANDSCAPE ARCHITECT or DISTRICT, or any person, firm or corporation employed by LANDSCAPE ARCHITECT or DISTRICT upon or in connection with the PROJECT or any portion thereof, except for liability resulting from the sole or active

negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent architects who are directly employed by DISTRICT; and

c. Professional Liability: If arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of LANDSCAPE ARCHITECT, LANDSCAPE ARCHITECT shall indemnify and hold DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of LANDSCAPE ARCHITECT, or any person, firm or corporation employed by LANDSCAPE ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including DISTRICT, arising out of, or in any way connected with the PROJECT or any portion thereof, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence or willful misconduct of DISTRICT, its officers, employees, agents or independent architects who are directly employed by DISTRICT, or of other third parties not under the control or the supervision of LANDSCAPE ARCHITECT.

d. LANDSCAPE ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of ARTICLE VIII, Sections 1 (a) and (b) above, that may be brought or instituted against DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage or injury identified in ARTICLE VIII, Sections 1 (a) and (b) above and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof. With regard to ARTICLE VIII, Section 1 (c) above, LANDSCAPE ARCHITECT's obligation to indemnify does not include the obligation to defend actions or proceedings brought against DISTRICT but rather to reimburse the DISTRICT for attorney's fees and costs incurred by DISTRICT in defending such actions or proceedings that arise out of, pertain to, or relate to the professional negligence, recklessness, or willful misconduct of LANDSCAPE ARCHITECT.

e. The PARTIES understand and agree that ARTICLE VIII, Section 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT as part of EXHIBIT "A" shall be void and unenforceable between the PARTIES.

f. ANY ATTEMPT TO LIMIT LANDSCAPE ARCHITECT'S LIABILITY TO DISTRICT IN ANY OF THE ATTACHED EXHIBITS TO THIS AGREEMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN DISTRICT AND LANDSCAPE ARCHITECT.

2. LANDSCAPE ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect LANDSCAPE ARCHITECT and DISTRICT from claims which may arise out of or result from LANDSCAPE ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. LANDSCAPE ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- (1) Owned, non-owned and hired vehicles;
- (2) Blanket contractual;
- (3) Broad form property damage;

- (4) Products/completed operations; and
- (5) Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation.

d. NOT USED.

e. Each policy of insurance required in ARTICLE VIII, Section 2 (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of LANDSCAPE ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. LANDSCAPE ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, LANDSCAPE ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event LANDSCAPE ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of LANDSCAPE ARCHITECT, and in such event LANDSCAPE ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that LANDSCAPE ARCHITECT subcontracts any portion of LANDSCAPE ARCHITECT's duties, LANDSCAPE ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in ARTICLE VIII, Section 2 (a), (b), (c), and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

3. LANDSCAPE ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. LANDSCAPE ARCHITECT understands and agrees that LANDSCAPE ARCHITECT and all of LANDSCAPE ARCHITECT's employees shall not be considered officers, employees or agents of DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. LANDSCAPE ARCHITECT assumes the full responsibility for the acts and/or omissions of LANDSCAPE ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. LANDSCAPE ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective LANDSCAPE ARCHITECT's employees.

4. Notices. 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) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third 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 as follows:

To DISTRICT:

Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803
Attn: Dianne Poore, Business Services
Telephone: (714) 999-3555
Facsimile: (714) 520-5741

To LANDSCAPE ARCHITECT:

Cornerstone Studios, Inc.
106 W. 4th Street, 5th Floor
Santa Ana, CA 92701
Attn: Renie Meier-Wong
Telephone: 714-973-2200
Facsimile: 714-973-0203
E-Mail: renie@csstudios.com

5. Tobacco Prohibited. Any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any LBUSD property.

6. Profanity Prohibited. Profanity on any AUHSD property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

7. Appropriate Dress is Mandatory. Tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in ARTICLE VIII, Section 6.

8. Education Code Section 45125. During the entire term of this AGREEMENT, LANDSCAPE ARCHITECT, if applicable, shall fully comply with the provision of Education Code section 45125.1 (Fingerprint Requirements), when it is determined that LANDSCAPE ARCHITECT will have contact with Anaheim Union High School District pupils in the performance of services under this AGREEMENT.

9. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either DISTRICT or LANDSCAPE ARCHITECT.

10. DISTRICT and LANDSCAPE ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. LANDSCAPE ARCHITECT shall not assign this AGREEMENT.

11. This AGREEMENT shall be governed by the laws of the State of California.

12. This AGREEMENT represents the entire AGREEMENT between DISTRICT and LANDSCAPE ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both DISTRICT and LANDSCAPE ARCHITECT.

13. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

14. Images. If applicable, LANDSCAPE ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of DISTRICT, or any image that represents DISTRICT without express written consent from DISTRICT.

15. In accordance with Education Code section 17604, this AGREEMENT is not valid, binding or an enforceable obligation against DISTRICT until approved or ratified by motion of the governing Board duly passed and adopted.

*****Signatures on next page*****

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

“LANDSCAPE ARCHITECT”

“DISTRICT”

CORNERSTONE STUDIOS, INC.

ANAHEIM UNION HIGH SCHOOL DISTRICT
OF ORANGE COUNTY

By Renie Meier-Wong *Renie Meier-Wong* By _____

Print Name RENIE MEIER-WONG Anne Poore

Its: President Assistant Superintendent, Business Services

Date 4.25.2012 Date _____

Address 106 W. 4th Street, 5th Floor
Santa Ana, CA 92701

Phone 714-973-2200

Fax 714-973-0203

Tax ID# _____

Email renie@csstudios.com

EXHIBIT "A"

LANDSCAPE ARCHITECT'S WORK PLAN

(Compensation-Fee Schedule-Scope of Services-Schedule of Work)

1. Compensation for Basic Services:

The DISTRICT shall compensate the LANDSCAPE ARCHITECT for the performance of all Services required under this AGREEMENT an amount not to exceed **FIFTY-FIVE THOUSAND, NINE HUNDRED FORTY-FIVE DOLLARS and NO CENTS (\$55,945.00)**. Payments will be based on monthly invoices, payable in arrears, which will set forth the hours actually worked and expenses incurred during the billing period. The billing rates indicated herein will be multiplied by the actual hours for each position to arrive at the total fee for each month. The LANDSCAPE ARCHITECT will not exceed the not to exceed fee without prior written authorization of the DISTRICT. The not to exceed fee also includes the following:

a. Included in the not to exceed fee is an estimated reimbursable expense allowance in the amount of **EIGHT HUNDRED DOLLARS and NO CENTS (\$800.00)**. Allowable reimbursable expenses are set forth in ARTICLE VI, Section 1 (c) of this AGREEMENT. Reimbursable expenses shall be paid to the LANDSCAPE ARCHITECT at actual cost of the expenses incurred by the LANDSCAPE ARCHITECT, the LANDSCAPE ARCHITECT's employees and consultants.

2. Fee Schedule and Scope of Services: See the following page – FEE PROPOSAL FOR LOARA H.S. SECURITY FENCE AND LANDSCAPE DESIGN – Prepared by Cornerstone Studios, Inc. on April 12, 2012.

FEE PROPOSAL FOR LOARA H.S. SECURITY FENCE AND LANDSCAPE DESIGN

For Anaheim Unified School District - Patricia Neely

Prepared by Cornerstone Studios, Inc. on April 12, 2012

	Rate/Hour	\$120	\$100	\$85	\$75	\$65	\$60	Subtotal Costs
Tasks								
Phase I - Preliminary Design - 50% Submittal								
1.1	Meeting with District staff to discuss project, walk site, make notes	3	3					
1.2	Gather all existing as-built planting, utility and irrigation drawings. Obtain AUSD specs, equipment lists and guidelines.			4				
1.3	Verify existing condition on site to that of the 'as-built' drawings			12				
1.4	Hardscape and planting design with two options each for:	2	48					
	* Grass area outside of Principal's office and mound with wall opposite							
	* Art Court							
	* Sculpture Court							
	* Entry east of Bldg K with paving and fencing extending to south of bldg							
	* Three smaller courtyards							
	* Bike Court with paving and fencing							
	* All planting areas				16			
1.5	Provide plan graphics, images and/or details to illustrate design intent		2	24	16			
1.6	Prepare probable construction cost estimate for Task 1.4		1		6	12		
1.7	Design review meeting with AUSD to select the preferred options & report		6	3	3			
1.8	Revise plans and details per comments from AUSD		1	6		12		
1.9	Prepare submittal for final approval					2		
1.10	Coordination with AUSD and vendors		2	6		4		
1.11	Revised construction cost estimate		1	3		4		
1.12	One coordination meetings with AUSD			3				
1.13	Administration						4	
	Subtotal Phase 1 Hours	3	18	109	41	34	4	
	Subtotal Phase 1 Cost	\$360	\$1,800	\$9,265	\$3,075	\$2,210	\$240	\$16,950
Phase II - Construction Documents - 90% and Final Submittal								
2.1	Prepare base sheets (six sheets @ 1"=20')					24		
2.2	Prepare demolition plans		2		20			
2.3	Prepare hardscape construction plans of various areas		4		60			
2.4	Prepare hardscape details		4		80			
2.5	Prepare planting plans and details		4		72			
2.6	Prepare hardscape and planting specifications		32					
2.7	Complete probable construction cost estimate		2		6	12		
2.8	In-house QA/QC	6			4	4		
2.9	Revise per in-house QA/QC comments			4		12		
2.10	Prepare 90% submittal to AUSD					2		
2.11	Review meeting with AUSD on 90% submittal with report		5	3				
2.12	Revise per AUSD comments		1		2	6		
2.13	Prepare for final submittal to AUSD					2		
2.14	Coordination	1	4		8	6		
2.15	Administration						4	
	Subtotal Phase 2 Hours	7	58	7	252	68	4	
	Subtotal Phase 2 Cost	\$840	\$5,800	\$595	#####	\$4,420	\$240	\$30,795
Phase 3 - Construction Administration								
3.1	Answer Contractor's questions & review submittals		16					
3.2	Site observations, 6 trips @ 3 hr/trip		18					
3.3	Coordination & reports		12				4	
3.4	Final walk through with punch list		8					
3.5	Prepare As-built hardscape and planting drawings & submit to AUSD		2			24		
	Subtotal Phase 3 Hours		56			24	4	
	Subtotal Phase 3 Cost		\$5,600			\$1,560	\$240	\$7,400
	Project Total Design Cost							\$55,145
Reimbursable Expenses								
1	In-house plotting, presentation materials, color prints							\$400
2	Delivery							\$400
	Subtotal Reimbursable Expenses							\$800
	Project Total							\$55,945

REVIEWED
P. NEELY
4/12/12