

Gravenstein Union School District
Board of Trustees - Regular Board Agenda
5:00 p.m. – Open Session - Gravenstein School – Room 13

Closed Session to follow Open Session

Wednesday, May 8, 2013

If you need an accommodation for the Board Meeting, contact Superintendent Linda LaMarre at (707) 823-7008 or llamarre@grav.k12.ca.us

Agenda documents are available for inspection at the Gravenstein District Office

3840 Twig Avenue, Sebastopol, CA

I. CALL TO ORDER - ROLL CALL

Time: _____ Members present/absent: _____

II. PUBLIC INPUT ON ITEMS NOT ON THE AGENDA

This section is a time for members of the audience to address the Board regarding items not on the agenda. Board action cannot take place at this meeting, as a result of the input given. There will be a limit of 3 minutes for each person speaking under this section.

III. APPROVAL OF CONSENT AGENDA

A. Approval of Agenda Order

B. Approval of Minutes: Regular Meeting Minutes April 10, 2013

C. Vendor Warrants

D. Acknowledgement of resignations of Probationary Certificated Employees as of 6-7-13

Brittany Buttner, Martina Fehr-Canela, Casey Mackin, and Serena Radford

Motion _____ Second _____ Vote _____

E. Acknowledgement of retirement – Karen Mansergh 6/30/2013

Motion _____ Second _____ Vote _____

F. Quarterly Report for Quarter ending December 31, 2012

Motion _____ Second _____ Vote _____

G. Quarterly Report for Quarter ending March 31, 2013

Motion _____ Second _____ Vote _____

IV. REPORTS/CORRESPONDENCE

A. Board Reports

B. Superintendent Report:

1. Enrollment – May 2013

2. Enrollment Activities and Update for 2013-14

3. Transportation

C. Hillcrest Report

D. GUTA Report

V. BUSINESS

A. Approval of Agreement for Architectural Services – AXIA Architects

Motion _____ Second _____ Vote _____

B. Approval -Track at Gravenstein School

Motion _____ Second _____ Vote _____

C. Update - Replacement of Gravenstein Daycare/Staff Lunch Room

Motion _____ Second _____ Vote _____

D. Update- Replacement of Playground Equipment at Gravenstein

Motion _____ Second _____ Vote _____

E. Measure M Bond Oversight Committee

Motion _____ Second _____ Vote _____

F. Open Public Hearing for the Use of Tier III Categorical Funding Flexibility for 2013-14
Time _____ Motion _____ Second _____ Vote _____

G. Close Public Hearing for the Use of Tier III Categorical Funding Flexibility for 2013-14
Time _____ Motion _____ Second _____ Vote _____

H. Resolution 05-08-13-1 for Tier III Categorical Flexibility Funding for 2013-14
Motion _____ Second _____ Vote _____

I. Approval of 2013-14 School Calendar
Motion _____ Second _____ Vote _____

J. Approval of Comprehensive District-Wide Plan To Improve Student Performance
Motion _____ Second _____ Vote _____

K. Resolution 05-08-13-2 for the Education Protection Account (EPA) resulting from the passage of Proposition 30 designating the funds to be used to support the General Education salaries and benefits.
Motion _____ Second _____ Vote _____

L. 2012-13 Annual Economic Impact Aid (EIA) report
Motion _____ Second _____ Vote _____

M. Transitional Kindergarten /Preschool Program
Motion _____ Second _____ Vote _____

N. Update On Bond Sale
Motion _____ Second _____ Vote _____

O. June Regular Board Meeting Date
Motion _____ Second _____ Vote _____

VI. POLICIES

A. BP 4136, 4236, 4336 Non-school Employment
Motion _____ Second _____ Vote _____

B. AR 4161.1 Personal Illness and Injury Leave
Motion _____ Second _____ Vote _____

C. AR 4161.2 Personal Leave
Motion _____ Second _____ Vote _____

VII. FUTURE MEETING DATES AND AGENDA ITEMS

VIII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

IX. ADJOURN TO CLOSED SESSION

Time _____ Motion _____ Second _____ Vote _____

A. Conference with Labor Negotiator, District - Mrs. LaMarre, Name of Organization – Gravenstein Union Teachers Association
Motion _____ Second _____ Vote _____

B. Potential Litigation – per GC54956.9 (b)(3)(c)

Motion _____ Second _____ Vote _____

C. Public Employee –

1. Hiring - 1 FTE Multiple Subject Teacher Matthew Mensch

Motion _____ Second _____ Vote _____

2. Discipline/Dismissal/Release

Motion _____ Second _____ Vote _____

D. Superintendent Evaluation

Motion _____ Second _____ Vote _____

X. RECONVENE TO OPEN SESSION

Time _____ Motion _____ Second _____ Vote _____

- A. Announce Action Taken in Closed Session

XI. ADJOURNMENT

Time _____ Motion _____ Second _____ Vote _____

**GRAVENSTEIN UNION SCHOOL DISTRICT
REGULAR BOARD MEETING
MINUTES**

April 10, 2013

- I. **CALL TO ORDER** Pres. Wickland called the meeting to order at 5:04, all members present except Clerk Zlotnick.
- II. **PUBLIC INPUT ON ITEMS NOT ON THE AGENDA** Teacher Jackie Jex-Lewis, the mathematics teacher at Hillcrest, addressed the board regarding her request for a temporary reduction in her assignment.
- III. **APPROVAL OF CONSENT AGENDA**
- A. Approval of Agenda Order** Clerk Zlotnick arrived at 5:08 PM.
- B. Approval of Minutes : Regular Meeting Minutes March 13, 2013** First page, Supt. Report, item 2, "are" continuing instead of "at." Top of next page, "there's not an update on this item" can be crossed out. Items I, F and C are missing votes. Those were all on unanimous. Third page, under policies, C, drop "s" on Williams "Uniforms."
- C. Vendor Warrants**
- D. Williams Quarterly Report Summary January 1, 2013 to March 31, 2013** Mem. Horn moved to adopt with the changes in the agenda, Cl. Zlotnick seconded, 5-0 yes.
- IV. **REPORTS/CORRESPONDENCE**
- A. Board Reports** Mem. Beck attended the 4/5 Open House at Gravenstein. She visited the 4/5 classrooms and reported that the event was a success. Pres. Wickland reported that some members of the board attended a meeting at the County Office.
- B. Superintendent Reports**
- 1. Enrollment – April 2013** Supt. LaMarre reported that the kindergarten enrollment is at least at the 80 mark.
- 2. Enrollment Activities and Update for 2013-14**
- 3. Transportation** There was not a transportation meeting this month and there is nothing to report on.
- C. Hillcrest Report** Principal Fichera reported on the Honor Roll Assembly, Open House, Athletics and Marching Band.

Mem. Weaver asked about the recent striping in the Hillcrest parking lot and Principal Fichera reported that they had been effective.

D. GUTA Report

GUTA President Linda Helton presented charts salary charts prepared by CTA.

V. BUSINESS

A. Approval of Agreement for Architectural Services – Axia Architechts

Mem. Horn is recusing himself from vote and conversation on this item because of a potential conflict of interest.

Supt. LaMarre has presented this agreement to the District's legal counsel for review and there are changes that still need to be made.

Cl. Zlotnick floated a motion to approve the agreement contingent upon the Supt. LaMarre's negotiations.

Pres. Wickland expressed that she would like to review the final contract before it is approved and that this could perhaps be done at a special board meeting in early May.

Pres. Wickland moved to table this item until a Special Board Meeting, Cl. Zlotnick seconded, 5-0 yes.

B. Approval – Track at Gravenstein School

Doug Hilberman presented that the current projected project cost is \$62,805. He doesn't feel that he can acquire any further donations or reductions.

Clerk Zlotnick moved to table the item until the May meeting, Mem. Horn seconded, 5-0 yes.

C. Update – Replacement of Gravenstein Daycare/Staff Lunch Room

Doug Hilberman reported that he has received cost estimates from the contractor.

D. Update – Replacement of Playground Equipment at Gravenstein

Pres. Wickland moved to table this item to the May meeting, Clerk Zlotnick seconded, 5-0 yes.

E. Measure M Bond Oversight Committee

Supt. LaMarre reported that she had received a yes from Arif Virgi. Jack Atkins, with the tax payer's associations has also confirmed.

Mem. Horn moved to appoint Arif Virgi and Jack Atkins to the committee, Mem. Beck seconded, 5-0 yes.

F. School Lunches 2013-14

Santa Rosa City Schools provided sample food to the district

office. Clerk Zlotnick asked about the last page, first line and an incorrect date.

Clerk Zlotnick moved to approve the contract with Santa Rosa City Schools Child Nutrition Services, Mem. Horn seconded, 5-0 yes.

G. MPF/GUSD MOU

Supt. LaMarre recommended that the board approve the MOU. Mem. Horn moved to adopt the MOU, Mem. Beck seconded, 5-0 yes.

H. Approval of 2013-14 School Calendar

Mem. Horn moved to table this to the next available meeting, Pres. Wickland seconded, 4-0 yes.

Mem. Weaver inquired to Supt. LaMarre about interest in participating in professional development opportunities with Calvin Terrell and a neuroscientist who specializes in the effect of substances on the adolescent brain.

Mem. Weaver left the meeting at 6:36 PM

I. Transitional Kindergarten/Preschool Program Discussion

Supt. LaMarre is projecting that she will be recommending that the current TK/PK become a fulltime TK room for the 2013-14 school year.

Pres. Wickland moved to table this item to May, Mem. Horn seconded, 4-0 yes.

J. Approval of Underwriter for Measure M Bond Sales

Business Manager Catrina Howatt presented three underwriter's proposals. Catrina Howatt recommended that the board select Stiffel Nicolas as the underwriter. Mem. Horn moved to approve her recommendation, Cl. Zlotnick seconded, 4-0 yes.

VI. POLICIES

A. AR 3541.2 Transportation for Students with Disabilities

There were no changes to the AR. Cl. Zlotnick moved to mark the AR as reviewed, Mem. Horn seconded, 4-0 yes.

B. AR 4119.11, 4219.11, 4319.11 Sexual Harassment

There were no changes from the previous AR, Mem. Horn moved to mark the AR as reviewed, Cl. Zlotnick seconded, 4-0 yes.

C. BP 4020 Drug and Alcohol-Free Workplace

Mem. Horn moved to adopt the new BP and rescind the previous policy, Cl. Zlotnick seconded, 4-0 yes.

VII. FUTURE MEETING DATES AND AGENDA ITEMS

Next Regularly Scheduled Board Meeting – May 8, 2013 at

**VIII. PUBLIC COMMENT ON ITEMS
IN CLOSED SESSION**

**IX. ADJOURN TO CLOSED
SESSION**

Mem. Horn moved to adjourn to closed session at 7:02 PM, Cl. Zlotnick seconded, 4-0 yes.

A. Conference with Labor Negotiator, District – Mrs. LaMarre, Name of Organization – Gravenstein Union Teachers Association

B. Potential Litigation – per GC54956.9 (b)(3)(c)

C. Public Employee –

- 1. Request for A Temporary One Year Part-time Assignment for 2013-14 School year (3 periods) Instead of a Full-time Assignment (Jackie Jex-Lewis)**
- 2. Increase P/T Employee to Full-Time Employee for the 2013-14 School Year- Elizabeth Cosentino**

D. Superintendent Evaluation

**X. RECONVENE TO OPEN
SESSION**

Board reconvened to open session at 8:13 pm. Pres. Wickland motioned, Mem. Zlotnick seconded. 4-0 yes.

Announce action taken in Closed

IX C 1. Temporary Assignment - Jex-Lewis –Approved 4-0
3. Increase P/T employee to F/T for Elizabeth Cosentino
Approved 4-0

XI. ADJOURNMENT

Board adjourned at 8:14 pm. Pres. Wickland motioned, Mem. Zlotnick seconded. 4-0 yes.

ReqPay12c

Board Report

Checks Dated 04/01/2013 through 04/30/2013

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1252434	04/01/2013	Allison Brown	03-4310	Art supplies reimb for Clem Miller 4! FT Mar, 2012		75.17
1252435	04/01/2013	Analytical Sciences	04-5830	Water testing @ Hillcrest 3/12/13		138.50
1252436	04/01/2013	Clem Miller Envrn. Ed Center	03-5826	Clem Miller 4! FT		2,360.00
1252437	04/01/2013	Jessica Tiemann	03-4310	Food reimb for Clem Miller 4! FT Mar, 2012		1,195.70
1252438	04/01/2013	PASCO.com	04-4310	Physical science		583.00
1252439	04/01/2013	Rochelle Gregori	03-4310	Clem Miller Mar, 2013 FT reimburse for food		92.25
1252440	04/01/2013	Sonoma County Office Of Ed.	01-4310	Office tardy slips	1.72	
			03-4310	Office tardy slips	23.22	
			04-4310	Office tardy slips	18.06	43.00
1252441	04/01/2013	Wells Fargo Ctr For The Arts	04-5826	6th Enrich Peking Acrobats 1/16/13		328.00
1252442	04/01/2013	West County Transportation	03-5826	Field trip transport to Environmental Disc Ctr	219.60	
			04-5826	Monterey trip buses for 7th grade Feb, 2013	2,889.58	
				2/20/13 Academy of Science 6th grade field trip	504.95	3,614.13
1253011	04/03/2013	Jan Zlotnick	01-9515	Reissue 6/29/12 check	9.44	18.88
				Reissue 7/31/12 check	9.44	
1253012	04/03/2013	Ane Carla Rovetta	03-5826	Clem Miller Enrich Filed Trip 3/12-3/15/13		190.00
1253013	04/03/2013	Asian Art Museum	04-5826	Asian Art Museum FT 4/16/13		372.00
1253014	04/03/2013	Cathy Thorp	03-5826	Pking reimburse for Cal Academy of Sci 3/14/13		22.50
1253015	04/03/2013	Christine Scott	03-5826	Pking reimburse for Cal Academy of Sci 3/14/13		22.50
1253016	04/03/2013	DGS Div/State Architect	40-6240	Grav modular application #01-111927		351.34
1253017	04/03/2013	Empire Mine St. Historic Park	03-5826	Brown/Hillier 4! Empire Mine St Hist Pk FT		27.00
1253018	04/03/2013	Environmental Discovery Center	03-5826	Tolay Regional Park 4/26/13 Gr 1 Enrich		190.00
1253019	04/03/2013	Kim Scott	03-5826	Pking reimburse for Cal Academy of Sci 3/14/13		22.50
1253020	04/03/2013	Preferred Meal Systems	13-4710	Gravenstein lunches 3/27-4/2/13		487.94
1253021	04/03/2013	Sharon Tollini	03-5826	Pking reimburse for Cal Academy of Sci 3/14/13		22.50
1253022	04/03/2013	Vision Service Plan	01-9574	Employees' Vision Care Plan Apr-June, 2013	9.44	1,658.80
1253410	04/05/2013	CDW Government Inc	04-4310	Replacement printer @ Hillcrest computer lab		338.51
1253411	04/05/2013	Daniel O. Davis, Inc.	40-6200	Asbestos abatement and demo of daycare @ Grav		14,100.00

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1253412	04/05/2013	Department Of Justice	01-5862	Background checks Feb, 2013	1.28	
			03-5862	Background checks Feb, 2013	81.28	
			04-5862	Background checks Feb, 2013	45.44	
1253413	04/05/2013	DGS Div/State Architect	40-6240	Accessibility review for Grav track		128.00
1253414	04/05/2013	Fishman Supply Company	01-4370	Custodial supplies for Grav & Hill	12.76	
			03-4370	Custodial supplies for Grav & Hill	172.24	
			04-4370	Custodial supplies for Grav & Hill	133.97	
1253415	04/05/2013	George Borba	03-5826	Art supplies/food for Ft. Ross/ICE		318.97
1253416	04/05/2013	Michelle Glaubiger	04-4310	Musical props and set		62.07
1253417	04/05/2013	Office Depot	01-4310	Classroom supplies		339.39
			01-4310	Supplies for classroom	16.40	
			01-4350	Classroom supplies	79.91	
				Classroom/DO supplies	.12	
				Supplies for Grav charter & nurse's office	4.32	
			01-4390	Band Aids for Gravenstein and Hillcrest	26.92	
			03-4310	Supplies for Grav charter & nurse's office	58.10	
			03-4350	Classroom/DO supplies	121.89	
				Classroom/DO supplies	28.08	
				Classroom supplies	58.38	
			04-4310	Classroom supplies	1.34	
				Class/printing/all classes	207.87	
			04-4350	Classroom/DO supplies	136.02	
1253418	04/05/2013	Pacific Gas & Electric	01-5520	YR 12-13 Gas/Electric Balance of orig PO 13-00012	45.41	
1253419	04/05/2013	Plitney Bowes	01-5950	Postage machine rental May-Jun, 2013	5.07	
			03-5950	Postage machine rental May-Jun, 2013	68.49	
			04-5950	Postage machine rental May-Jun, 2013	53.28	
1253420	04/05/2013	Preferred Meal Systems	13-4710	Gravenstein lunches Apr-Jun, 2013	832.10	
1253421	04/05/2013	Ricoh Americas Corporation		Hillcrest meals 4/3-4/8/13	324.19	
			01-5631	March, 2013 charges	30.14	
			03-5631	March, 2013 charges for Grav & Hill	13.01	
			04-5631	March, 2013 charges for Grav & Hill	149.63	
				March, 2013 charges	366.74	
				March, 2013 charges	356.68	
				March, 2013 charges for Grav & Hill	169.18	
1253422	04/05/2013	Riverside Publishing Company	04-4310	IEP testing materials		1,085.38
1253423	04/05/2013	Sebastopol Lock Shop	01-4310	Key copies	.52	
			03-4310	Key copies	6.02	

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Board Report

Checks Dated 04/01/2013 through 04/30/2013

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1253423	04/05/2013	Sebastopol Lock Shop	12-4350	Key copies	10.28	16.82
1253424	04/05/2013	Sonoma County Office Of Ed.	01-5862	Fingerprinting -MPF	1.12	
			03-5862	Fingerprinting -MPF	57.12	
			04-5862	Fingerprinting -MPF	39.76	98.00
1253425	04/05/2013	Stripe N Seal Inc	04-5830	Parking 1st marking @ Hill to improve t/c flow		1,872.00
1253426	04/05/2013	Subtronic Corporation	25-5830	Utility surveying/locating @ Gray Daycare		1,760.00
1253427	04/05/2013	West County Transportation	03-5804	SPED transport Apr-Jun, 2013		1,560.00
1254432	04/10/2013	AT&T Mobility	01-5912	Superintendent's cell phone usage Mar, 2013	2.31	
			03-5912	Superintendent's cell phone usage Mar, 2013	31.09	
			04-5912	Superintendent's cell phone usage Mar, 2013	24.18	57.58
1254433	04/10/2013	CA State Dept of Parks and Rec	03-5826	Old Adobe 4/5 FT 5/15/13		40.00
1254434	04/10/2013	California's Valued Trust	01-9572	Apr, 2013 CVT billing		42,055.00
1254435	04/10/2013	Empire Mine St. Historic Park	03-5826	Empire Mine 41 FT 4/18/12 - bal due		213.00
1254436	04/10/2013	John Collins	04-5826	Japanese Tea Garden admission & parking NTE		191.50
1254437	04/10/2013	Michelle Sprinkle	03-4310	Math manipulatives		80.57
1254438	04/10/2013	Nature Bridge	04-5826	81 outdoor ed-Yosemite Sep-Oct, 2013	5,971.75	
1254439	04/10/2013	Preferred Meal Systems	13-4710	8th trad" Yosemite FT Fall, 2013	5,975.00	11,946.75
1254440	04/10/2013	Sebastopol Lock Shop	12-4310	Hillcrest meals 3/27-4/2/13		238.81
				Key copies for Library/lock for cabinet @ daycare		20.62
1254441	04/10/2013	UCCR/Web of Life Field School	03-5826	UCCR Web of Life Field School 5/28-5/31/13 - 51		2,565.00
1254788	04/12/2013	Brian Sposato	03-4380	Reimbursement for maintenance materials		44.82
1254789	04/12/2013	Children's Creativity Museum	04-5826	8th grade enrich fieldtrip		680.00
1254790	04/12/2013	Office Depot	04-4310	Classroom printer		108.24
1254791	04/12/2013	Oregon Shakespeare Festival	04-5826	71 Oregon Shakespeare Festival 5/17-17, 2013		2,444.00
1254792	04/12/2013	Science Works Hands On Museum	04-5826	71 ScienceWorks Hands-On Museum 5/13-5/17/13		130.00
1254793	04/12/2013	West Sonoma County Disposal	01-5560	Waste Disposal for Grav Mar-Jun, 2013	28.93	
			03-5560	Waste Disposal for Grav Mar-Jun, 2013	332.73	361.66
1255725	04/17/2013	Allison Batchelder	04-5880	Boys VBall Ref Batchelder 4/1/13		15.00
1255726	04/17/2013	AT&T Calnet2	01-5911	Gravenstein AT&T CALNET 2 charges Apr-Jun, 2013	20.05	

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1255726	04/17/2013	At&t Calnet2	03-5911	Gravenstein AT&T CALNET 2 charges Apr-Jun, 2013	230.53	
			04-5911	Hillcrest AT&T CALNET 2 charges Apr-Jun, 2013	83.21	333.79
1255727	04/17/2013	Catrina Howatt	01-4350	DO supplies	7.34	
			03-4350	DO supplies	99.09	
			04-4350	DO supplies	77.07	183.50
1255728	04/17/2013	CDW Government Inc	04-4310	Classroom teaching - GSF grant		373.18
1255729	04/17/2013	Charles M. Schulz Museum	03-5826	2/3 Charles Schulz FT 5/24/13		68.00
1255730	04/17/2013	Clover-Stornetta Farms Inc.	13-4710	Gravenstein milk orders for Apr-Jun, 2013	258.80	
				Hillcrest milk orders for Apr-Jun, 2013	117.00	
1255731	04/17/2013	Fort Ross State Historic Park	01-5826	41 enrich social studies curriculum		375.80
1255732	04/17/2013	Marin Shakespear Company	04-5826	Donation for Marin Shakespear performance		880.00
				71 Ashland FT 5/20-5/24/13		140.00
1255733	04/17/2013	Oregon Shakespear Festival	04-5826	Gravenstein lunches Apr-Jun, 2013	806.90	
1255734	04/17/2013	Preferred Meal Systems	13-4710	Hillcrest lunches Apr-Jun, 2013	321.75	1,128.65
1255735	04/17/2013	Safari West	03-5826	KI FT to Safari West 5/24/13		695.00
1255736	04/17/2013	SSU Fairfield Osborn Preserve	03-5826	4/19/13 SSU Fairfield Osborn Preserve trip	72.00	
1255737	04/17/2013	Wells Fargo Ctr For The Arts	03-5826	All 5th FT to WFC "We the People" 4/30/13		544.00
1255738	04/17/2013	West County Transportation	03-5804	SPED transport Apr-Jun, 2013		1,410.00
1255739	04/17/2013	West Sonoma County Disposal	04-5560	Hillcrest Garbage service Mar-Jun, 2013		201.96
1256079	04/19/2013	Department Of Justice	03-5862	Background investigation charges		64.00
1257330	04/24/2013	Analytical Sciences	01-5830	Water testing for remainder of year 2012-2013	5.88	
			03-5830	Water testing for remainder of year 2012-2013	67.62	
			04-5830	Water testing for remainder of year 2012-2013	73.50	147.00
1257331	04/24/2013	Andy Noonan	04-5880	6th girls Bball Ref Noonan 4/10/13		35.00
1257332	04/24/2013	Constance Freeman	03-5830	Psycho-Ed evals for March, 2013	759.38	
			04-5830	Psycho-Ed evals for March, 2013	759.37	1,518.75
1257333	04/24/2013	Employment Development Dept.	01-9555	3rd quarter, 2012-13 SUJ taxes		8,314.58
1257334	04/24/2013	Hallberg Butterfly Gardens	03-5826	TK & Pre-K FT to Hallberg Butterfly Gardens 5/3/13	34.02	
			12-5826	TK & Pre-K FT to Hallberg Butterfly Gardens 5/3/13	19.98	54.00
1257335	04/24/2013	Jackie Richmond	03-5826	Food reimb to 4l par for Gold Rush FT		815.54

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1257336	04/24/2013	Laurel VamBuhler	04-5880	Boys VBall Ref VamBuhler 4/16/13		15.00
1257337	04/24/2013	Mcl Comm Service	12-5911	2012-13 MCI Charges for months Mar-June		12.31
1257338	04/24/2013	Office Depot	01-4350	DO, SO, & class supplies	3.36	
				Mattish classroom & DO supplies	2.21	
				Lead refills for pencils - DO	2.61	
			03-4310	Lead refills for pencils - DO	14.72	
				Mattish classroom & DO supplies	21.58	
				DO, SO, & class supplies	203.29	
			03-4350	DO, SO, & class supplies	38.94	
				Mattish classroom & DO supplies	29.72	
				Lead refills for pencils - DO	35.27	
				Lead refills for pencils - DO	27.43	
			04-4350	Mattish classroom & DO supplies	23.10	
				DO, SO, & class supplies	30.05	432.28
1257339	04/24/2013	Peter Bergen	03-5826	Fire workshop by Peter Bergen		200.00
1257340	04/24/2013	Preferred Meal Systems	13-4710	Gravenstein lunches Apr-Jun, 2013		917.36
1257341	04/24/2013	Redwood Pediatric Therapy Asso	03-5811	Estimate for OT/PT student services		836.49
1257342	04/24/2013	Safeway	12-4310	Food & paper supplies for Daycare snack FY12-13		326.57
1257343	04/24/2013	Sonoma County Office Of Ed.	01-4350	Envelopes w/ Grav return address	7.04	
			01-5812	Tardy slips for Gravenstein	1.92	
			03-4350	Envelopes w/ Grav return address	95.04	
			03-5812	Tardy slips for Gravenstein	25.92	
			04-4350	Envelopes w/ Grav return address	73.92	
			04-5812	Tardy slips for Gravenstein	20.16	224.00
1257344	04/24/2013	Southern Oregon University	04-5826	71 FT to Ashland, OR 5/13-5/17/13	1,020.00	
				FT to Ashland, OR 5/13-5/17/13	1,020.00	2,040.00
1257345	04/24/2013	Steve Labourdette	03-5826	Food for 4! Ft. Ross FT		236.04
1257346	04/24/2013	Tony Corsello	04-5880	6th girls Bball Ref Corsello 4/9/13		35.00
1257770	04/26/2013	Business Card	01-4350	Water for meeting in D.O.	.50	
			01-4370	Furniture dollies and hand truck for both sites	4.13	
			01-4380	March, 2013 fuel charges	7.07	
			03-4350	Water for meeting in D.O.	6.70	
			03-4370	Furniture dollies and hand truck for both sites	55.73	
			03-4380	March, 2013 fuel charges	95.38	
			03-5826	2/3 class field trip Culminating Science	173.75	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ReqPay12c

Board Report

Checks Dated 04/01/2013 through 04/30/2013

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount	
125770	04/26/2013	Business Card	03-5826	3/14/13 Gr 3 EnrichCA Academy of Science	535.15		
			03-5869	Reconciles Brian's bank card	30.10		
			04-4350	Water for meeting in D.O.	5.20		
			04-4370	Furniture dollies and hand truck for both sites	43.35		
			04-4380	March, 2013 fuel charges	74.18		
			12-4370	Replacement toilet handle for preschool toilet	4.88		
			13-4390	Oven thermometers for Grav & Hill fd pgms	33.60		
			40-6200	Materials for capping utilities @ old daycare bldg	42.61	1,052.13	
125771	04/26/2013	California's Valued Trust	01-9572	Employee Helath Insurance - CVT		39,691.00	
125772	04/26/2013	Kaiser Foundation Health Plan	01-9571	Payment of Employee Health Plan		10,286.02	
1258100	04/29/2013	Ashley Kellogg	04-5880	VBall Ref Kellogg 4/18/13		15.00	
1258101	04/29/2013	Charles M. Schulz Museum	03-5826	K/1 & 1 FT 5/8/13 to Schulz Museum		244.00	
1258102	04/29/2013	Linda Kennedy	03-5826	Linda Kennedy Gold Rush storyteller		50.00	
1258103	04/29/2013	Office Depot	01-4310	C-Lab & DO supplies	4.58		
			01-4350	C-Lab & DO supplies	1.90		
			03-4310	C-Lab & DO supplies	52.71		
			03-4350	C-Lab & DO supplies	23.92		
			04-4310	C-Lab & DO supplies	46.12		
			04-4350	C-Lab & DO supplies	11.00		
1258104	04/29/2013	Pacific Gas & Electric	01-5520	Light poles elec @ Grav Apr-Jun, 2013	1.63	140.23	
			03-5520	Light poles elec @ Grav Apr-Jun, 2013	18.73		
1258105	04/29/2013	Richard Andersen	04-5880	6th BBall Ref Andersen 4/18/13		20.36	
1258106	04/29/2013	Gary Bruce Robb	04-5880	6th girls Bball Ref Robb 4/15/13		35.00	
1258107	04/29/2013	Roberts Mechanical & Elec. Inc	40-6200	Instaliation of gas shutoff to old daycare bldg		35.00	
						332.60	
1258108	04/29/2013	Sasha Allen	03-5826	Gold Rush FT food & fire wood		84.91	
1258109	04/29/2013	Science Works Hands On Museum	04-5826	71 ScienceWorks FT #2		130.00	
					Total Number of Checks	101	179,873.28

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	26	109,156.35
03	Gravenstein Elementary Charte	52	18,410.50

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE
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Checks Dated 04/01/2013 through 04/30/2013

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
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Fund Summary

Fund	Description	Check Count	Expensed Amount
04	Hillcrest Middle Charter	44	30,586.79
12	Child Development Fund	6	394.64
13	Cafeteria Fund	7	4,338.45
25	Capital Facilities Fund	1	1,760.00
40	Special Reserve-capital Proj	5	15,226.55
Total Number of Checks		101	179,873.28
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			179,873.28

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

**QUARTERLY REPORT AND CERTIFICATION
OF THE COUNTY TREASURER
For Quarter Ending December 31, 2012**

The Government Code requires the County Treasurer to render a Quarterly Report to the County Administrator, the Board of Supervisors, the County Auditor, the Treasury Oversight Committee, and the participants of the Treasury Pool.

The Quarterly Report shall state compliance of the portfolio to the County Investment Policy and denote the ability of the pool to meet its pool's expenditures for the next six months, or provide an explanation as to why sufficient money shall or may not be available.

COMPLIANCE CERTIFICATION

I certify that the investments of the Sonoma County Investment Pool are in compliance with the County Investment Policy.

I further certify that the pool has sufficient cash flow available to meet all budgeted expenditure requirements for the next six months.

David E. Sundstrom
Treasurer
County of Sonoma

SONOMA COUNTY POOLED INVESTMENT PROGRAM
For Quarter Ending December 31, 2012

BEGINNING FUND BALANCE (10/01/2012)	\$1,328,326,425
ENDING FUND BALANCE	\$1,493,778,741
AVERAGE DAILY FUND BALANCE	\$1,367,134,979
TOTAL INTEREST EARNED (after fees)	\$2,484,711
INTEREST RATE (after fees)	0.721
INTEREST RATE (before fees)	0.834

TOTAL FUNDS MANAGED BY TREASURY

TOTAL TREASURY BALANCE	\$1,782,463,869
(including deferred compensation, tobacco endowment, special TRAN investments, active bank accounts and money in transit)	

SONOMA COUNTY QUARTERLY INVESTMENT REPORT
Quarter Ending December 31, 2012

INVESTMENT POOL YIELD:

The yield during this quarter is .834% before fees and .721% after fees.

MARKET VALUE:

The market value of the portfolio as of December 31, 2012, is at 100.17% of cost. The market values are down from the last Quarterly Report. Market values were obtained from Sungard Financial Systems and Bloomberg.

REVERSE REPURCHASE AGREEMENTS:

The pool has no reverse repurchase agreements.

WEIGHTED AVERAGE MATURITY:

The weighted average days to maturity is 1,165 days.

Excluding SCEIP investments, the weighted average days to maturity is 1,031 days.

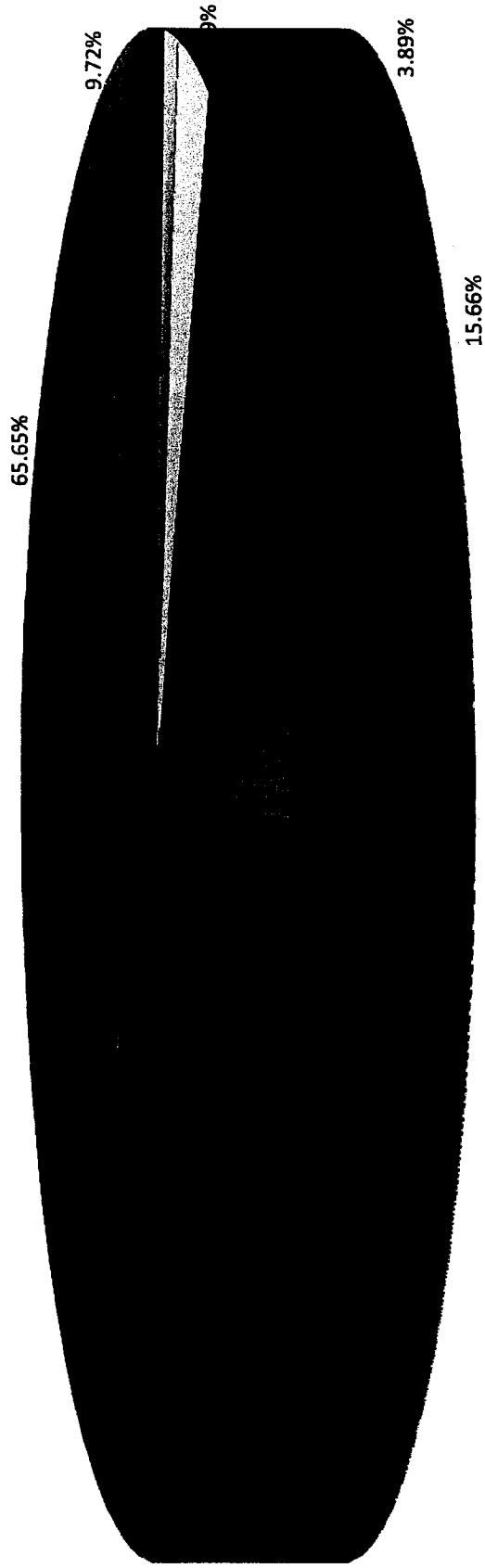
CHARTS:

- Chart 1:** The composition of the Investment Pool by the type of investment.
Chart 2: Interest earnings of the Sonoma County Investment Pool compared to FED FUNDS and Local Agency Investment Fund.

DETAILED LISTING OF INVESTMENTS:

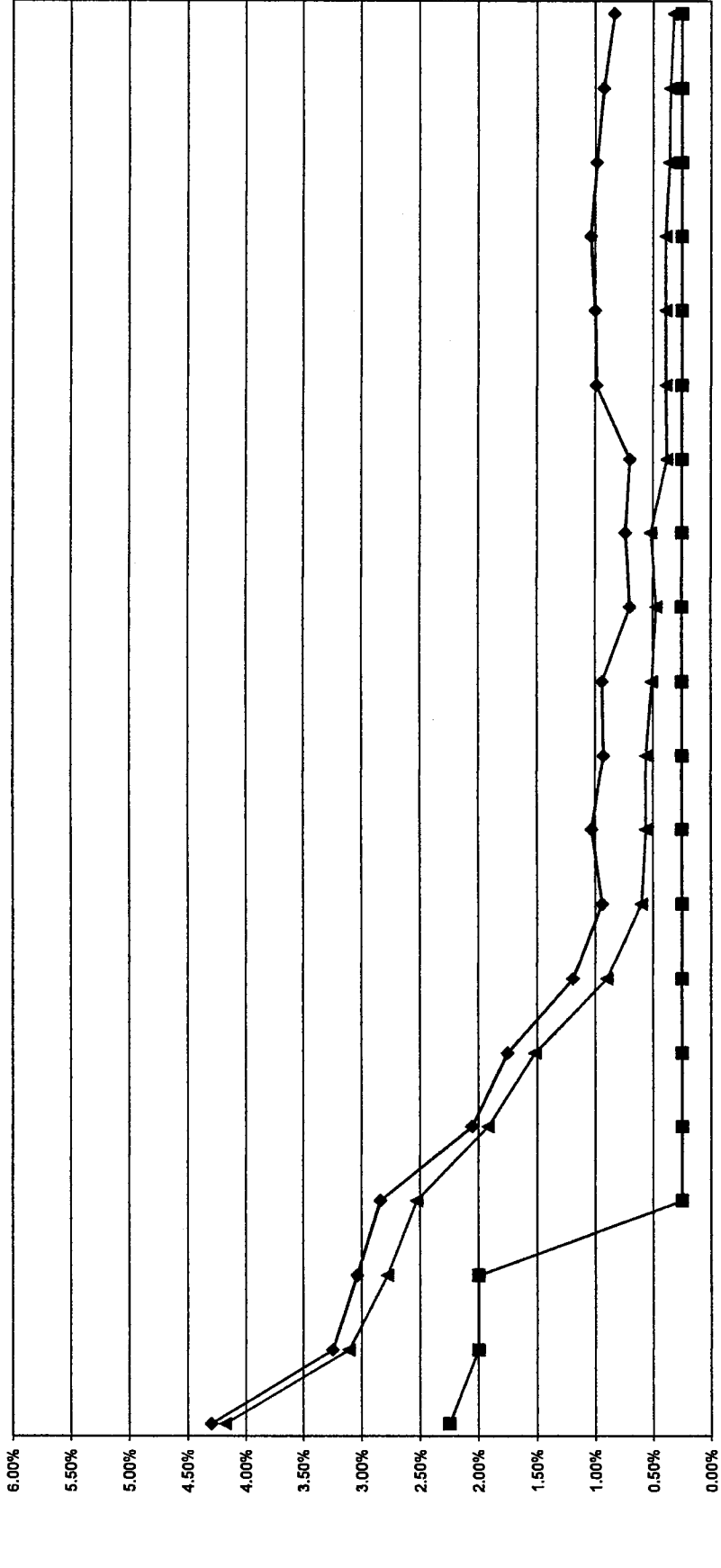
A detailed listing of all investments for the Pooled Investment Fund is located at the end of this report.

SONOMA COUNTY'S POOLED INVESTMENTS AS OF 12/31/2012



- OTHER GOVERNMENT POOLS & JPA'S 3.29%
- CASH, CHECKS, AND WARRANTS 1.79%
- OTHER GOVERNMENTS 65.65%
- TREASURY BILLS AND NOTES 9.72%
- MONEY MARKET MUTUAL FUNDS 3.89%
- CORPORATE BONDS AND NOTES 15.66%

SONOMA COUNTY TREASURER INVESTMENT POOL QUARTERLY YIELD COMPARISON



*This does not include special TRAN investments & deferred compensation
 Source: County of Sonoma, Office of the Auditor-Controller-Treasurer-Tax Collector

BOOK VALUE

CHECKS AND WARRANTS IN TRANSIT	\$7,102,330
CASH IN VAULT	\$120,099
CASH IN BANK	\$19,453,084
TREASURY BILLS AND NOTES	\$145,177,241
BANKERS ACCEPTANCES	\$0
OTHER GOVERNMENTS	\$980,586,614
COMMERCIAL PAPER	\$0
CORPORATE BONDS AND NOTES	\$233,997,683
NEGOTIABLE CERTIFICATES OF DEPOSIT	\$0
OTHER GOVERNMENT POOLS AND JPA'S	\$49,162,714
MONEY MARKET MUTUAL FUNDS	\$58,178,975
TOTAL	\$1,493,778,741

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF DECEMBER 31, 2012**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
TREASURY NOTES	06/15/2015	11/27/2012	.37500	.32110	15,000,000.00	15,019,736.01
TREASURY NOTES	05/15/2015	11/27/2012	.25000	.31363	15,000,000.00	14,978,718.06
TREASURY NOTES	07/15/2014	10/19/2012	.62500	.28248	15,000,000.00	15,103,123.72
TREASURY NOTES	07/31/2013	02/03/2012	.37500	.20183	10,000,000.00	10,009,999.73
TREASURY NOTES	07/15/2013	02/02/2012	1.00000	.20131	20,000,000.00	20,085,243.38
TREASURY NOTES	05/31/2013	06/01/2011	.50000	.45673	40,000,000.00	40,007,063.37
TREASURY NOTES	05/15/2013	04/15/2011	1.37500	.80641	10,000,000.00	10,020,634.85
TREASURY NOTES	07/31/2014	10/26/2012	.12500	.29389	20,000,000.00	19,952,722.15
SUBTOTAL TREASURY BILLS AND NOTES		9.72%			145,000,000.00	145,177,241.27
FEDERAL FARM CREDIT BANK	01/25/2013	09/24/2010	.26025	.29323	9,140,000.00	9,139,840.74
FEDERAL FARM CREDIT BANK	01/25/2013	12/08/2010	.26025	.29057	5,100,000.00	5,099,918.30
FEDERAL HOME LOAN BANK	03/20/2013	02/19/2010	1.62500	1.68593	10,000,000.00	9,998,738.13
SCTA SERIES 2012-1	06/01/2013	04/19/2012	1.25000	1.25000	168,750.00	168,750.00
FEDERAL HOME LOAN BANK	06/21/2013	04/08/2010	1.87500	1.96599	6,000,000.00	5,997,544.63
FEDERAL FARM CREDIT BANK	06/25/2013	05/25/2010	1.37500	1.47900	10,000,000.00	9,995,155.29
AIRPORT NOTE 2013-1	06/30/2013	07/01/2012	1.17000	1.17000	500,000.00	500,000.00
AIRPORT NOTE 2013-2	06/30/2013	07/01/2012	1.17000	1.17000	310,000.00	310,000.00
FAIR 2013-1	06/30/2013	07/01/2012	1.17000	1.17000	1,200,000.00	1,200,000.00
HRMS 2012-1	06/30/2013	07/01/2012	1.17000	1.17000	2,775,000.00	2,775,000.00
FEDERAL HOME LOAN BANK	11/27/2013	11/14/2011	.37500	.42339	10,000,000.00	9,995,653.21
FEDERAL FARM CREDIT BANK	12/23/2013	12/23/2010	1.30000	1.30614	5,000,000.00	4,999,707.67
FHLMC	02/21/2014	02/21/2012	.45000	.45000	15,000,000.00	15,000,000.00
FHLMC	02/27/2014	02/27/2012	.40000	.40000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	04/21/2014	08/31/2011	.21100	.28346	10,000,000.00	9,990,884.36
FEDERAL FARM CREDIT BANK	04/25/2014	01/25/2012	.43000	.43000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	05/01/2014	02/01/2012	.38000	.38000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	07/25/2014	01/25/2012	.46000	.46000	15,000,000.00	15,000,000.00
SCEIP 2009A-5	09/02/2014	08/03/2009	3.00000	3.00000	1,245.96	1,245.96
SCEIP 2009B-5	09/02/2014	09/01/2009	3.00000	3.00000	3,986.04	3,986.04
FEDERAL FARM CREDIT BANK	10/16/2014	11/02/2012	.25000	.30030	10,000,000.00	9,992,135.80
FHLMC	11/25/2014	10/06/2011	.75000	.76104	5,000,000.00	4,998,972.01
FEDERAL NATL MTG ASSN	12/23/2014	12/23/2011	.82500	.82500	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	12/26/2014	12/26/2012	.32000	.32000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	02/03/2015	02/03/2012	.50000	.50000	10,000,000.00	10,000,000.00
FHLMC	02/13/2015	02/13/2012	.55000	.55000	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	04/15/2015	11/28/2012	.41000	.41000	10,000,000.00	10,004,897.22
FEDERAL FARM CREDIT BANK	04/24/2015	08/06/2012	.45000	.45000	15,000,000.00	15,000,000.00
FEDERAL NATL MTG ASSN	04/30/2015	04/30/2012	.65000	.65000	10,000,000.00	10,000,000.00
FHLMC	05/22/2015	05/22/2012	.60000	.60337	10,000,000.00	9,999,204.57
FEDERAL FARM CREDIT BANK	06/18/2015	12/26/2012	.32000	.36463	10,000,000.00	9,989,784.12
FEDERAL FARM CREDIT BANK	08/10/2015	02/10/2012	.59000	.61893	15,000,000.00	14,988,829.28
SCEIP 2009C-5	09/02/2015	11/02/2009	3.00000	3.00000	19,041.99	19,041.99
SCEIP 2009D-5	09/02/2015	12/01/2009	3.00000	3.00000	2,023.43	2,023.43
SCEIP 2010A-5	09/02/2015	01/04/2010	3.00000	3.00000	10,939.16	10,939.16
SCEIP 2010B-5	09/02/2015	03/01/2010	3.00000	3.00000	45,101.80	45,101.80
SCEIP 2010C-5	09/02/2015	04/01/2010	3.00000	3.00000	10,653.30	10,653.30
SCEIP 2010D-5	09/02/2015	06/30/2010	3.00000	3.00000	3,240.89	3,240.89
FEDERAL FARM CREDIT BANK	10/15/2015	12/26/2012	.42000	.42000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	12/10/2015	12/10/2012	.26300	.26300	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	12/21/2015	12/21/2012	.41000	.42679	10,000,000.00	9,995,050.23
FEDERAL HOME LOAN BANK	12/28/2015	12/28/2012	.45000	.45000	10,000,000.00	10,000,000.00

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF DECEMBER 31, 2012**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FEDERAL NATL MTG ASSN	02/22/2016	08/30/2012	.60000	.60290	10,000,000.00	10,000,430.88
FEDERAL NATL MTG ASSN	02/24/2016	03/05/2012	.80000	.87705	3,120,000.00	3,112,588.10
FEDERAL FARM CREDIT BANK	03/23/2016	07/31/2012	.62500	.62500	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	04/04/2016	10/04/2012	.60000	.60000	5,850,000.00	5,850,000.00
FEDERAL FARM CREDIT BANK	04/11/2016	04/11/2012	1.04000	1.04000	12,200,000.00	12,200,000.00
FEDERAL FARM CREDIT BANK	04/11/2016	04/11/2012	1.04000	1.04000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	04/20/2016	04/20/2011	.28070	.28579	10,000,000.00	9,998,351.12
FEDERAL FARM CREDIT BANK	05/02/2016	08/02/2012	.59000	.61708	10,000,000.00	9,991,084.65
FEDERAL FARM CREDIT BANK	05/09/2016	05/09/2012	.90000	.90000	10,000,000.00	10,000,000.00
FHLMC	06/14/2016	12/14/2011	1.25000	1.25000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	06/27/2016	09/27/2012	.59000	.59000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	06/27/2016	09/28/2012	.59000	.59000	15,650,000.00	15,650,000.00
FEDERAL NATL MTG ASSN	06/27/2016	09/28/2012	.62000	.62000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	07/19/2016	07/24/2012	.71000	.71000	20,000,000.00	20,001,972.22
FEDERAL HOME LOAN BANK	08/15/2016	08/15/2011	2.00000	2.00000	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	08/15/2016	08/15/2011	2.00000	2.00000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	09/26/2016	09/27/2012	.68000	.68000	12,875,000.00	12,875,243.19
FEDERAL HOME LOAN BANK	10/17/2016	11/30/2012	.62500	.62500	14,795,000.00	14,806,044.88
FEDERAL HOME LOAN BANK	10/24/2016	07/24/2012	.89000	.89000	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	10/24/2016	11/09/2012	.62500	.63140	10,000,000.00	10,000,195.86
FEDERAL NATL MTG ASSN	10/28/2016	10/28/2011	1.37500	1.37500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	11/21/2016	12/04/2012	.62000	.63278	10,350,000.00	10,347,242.32
FEDERAL HOME LOAN BANK	12/05/2016	12/05/2012	.61000	.61000	11,000,000.00	11,000,000.00
FEDERAL NATL MTG ASSN	12/20/2016	06/20/2012	1.02000	1.02000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	01/10/2017	01/10/2012	.62500	.62500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	02/06/2017	02/06/2012	1.07000	1.07000	9,000,000.00	9,000,000.00
FEDERAL NATL MTG ASSN	02/22/2017	02/22/2012	1.37500	1.37500	5,000,000.00	5,000,000.00
FEDERAL NATL MTG ASSN	02/28/2017	02/28/2012	.75000	.75000	15,000,000.00	15,000,000.00
FEDERAL NATL MTG ASSN	02/28/2017	02/28/2012	1.10000	1.12062	10,000,000.00	9,991,685.83
FEDERAL NATL MTG ASSN	03/06/2017	04/13/2012	1.25000	1.25000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	03/24/2017	09/24/2012	.50000	.50225	10,000,000.00	9,999,060.29
FEDERAL HOME LOAN BANK	04/24/2017	04/24/2012	.51575	.51575	15,000,000.00	15,000,000.00
FHLMC	05/15/2017	05/15/2012	1.25000	1.25000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	05/16/2017	05/16/2012	1.32000	1.32000	6,000,000.00	6,000,000.00
FEDERAL FARM CREDIT BANK	06/05/2017	12/05/2012	.77000	.78360	25,000,000.00	24,985,246.50
FHLMC	06/07/2017	06/07/2012	1.15000	1.15000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	06/20/2017	06/20/2012	1.00000	1.00000	8,765,000.00	8,765,000.00
FEDERAL NATL MTG ASSN	06/28/2017	06/28/2012	1.12500	1.12500	15,000,000.00	15,000,000.00
FHLMC	07/24/2017	07/24/2012	1.12500	1.13532	20,000,000.00	19,990,881.70
FEDERAL FARM CREDIT BANK	08/07/2017	08/07/2012	.97000	.97000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	08/09/2017	08/09/2012	1.00000	1.00514	15,000,000.00	14,996,547.77
FEDERAL NATL MTG ASSN	08/14/2017	08/14/2012	.62500	.62500	10,000,000.00	10,000,000.00
FHLMC	08/14/2017	08/29/2012	1.00000	1.00000	10,000,000.00	10,004,166.67
FEDERAL NATL MTG ASSN	08/16/2017	08/16/2012	.75000	.75408	10,000,000.00	9,998,151.14
FEDERAL NATL MTG ASSN	08/23/2017	08/23/2012	.95000	.95000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	08/28/2017	08/28/2012	1.10000	1.10000	5,000,000.00	5,000,000.00
FHLMC	08/28/2017	08/28/2012	1.03000	1.03000	8,250,000.00	8,250,000.00
FEDERAL NATL MTG ASSN	08/30/2017	11/30/2012	.90000	.90000	12,500,000.00	12,500,000.00
FEDERAL HOME LOAN BANK	09/06/2017	09/06/2012	1.08000	1.08000	7,425,000.00	7,425,000.00
FHLMC	09/12/2017	09/17/2012	1.00000	1.00000	10,000,000.00	10,001,388.89
FEDERAL FARM CREDIT BANK	10/10/2017	10/10/2012	.90000	.90000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	10/16/2017	10/16/2012	1.00000	1.00000	10,000,000.00	10,000,000.00

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF DECEMBER 31, 2012**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FEDERAL HOME LOAN BANK	10/23/2017	10/26/2012	.90000	.92054	10,000,000.00	9,991,117.52
FEDERAL NATL MTG ASSN	11/08/2017	11/09/2012	.62500	.63518	10,000,000.00	9,995,318.81
FEDERAL HOME LOAN BANK	11/15/2017	11/15/2012	1.05000	1.05000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	11/20/2017	11/20/2012	.85000	.85000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	11/27/2017	11/27/2012	.90000	.90000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	11/28/2017	11/28/2012	.92000	.92000	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	12/13/2017	12/13/2012	.80000	.80000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	12/13/2017	12/13/2012	.70000	.72550	10,000,000.00	9,987,630.07
FHLMC	12/20/2017	12/20/2012	.92000	.92000	13,810,000.00	13,810,000.00
FEDERAL HOME LOAN BANK	12/28/2017	12/28/2012	.95000	.95000	15,000,000.00	15,000,000.00
SCEIP 2009A-10	09/02/2019	07/01/2009	3.00000	3.00000	101,759.05	101,759.05
SCEIP 2009B-10	09/02/2019	08/03/2009	3.00000	3.00000	123,582.23	123,582.23
SCEIP 2009C-10	09/02/2019	09/01/2009	3.00000	3.00000	76,633.20	76,633.20
SCEIP 2009D-10	09/02/2019	10/01/2009	3.00000	3.00000	660,647.25	660,647.25
SCEIP 2009E-10	09/02/2020	11/02/2009	3.00000	3.00000	117,027.73	117,027.73
SCEIP 2009F-10	09/02/2020	12/01/2009	3.00000	3.00000	116,005.38	116,005.38
SCEIP 2010A-10	09/02/2020	01/04/2010	3.00000	3.00000	201,192.75	201,192.75
SCEIP 2010B-10	09/02/2020	02/01/2010	3.00000	3.00000	82,941.54	82,941.54
SCEIP 2010C-10	09/02/2020	03/01/2010	3.00000	3.00000	146,086.58	146,086.58
SCEIP 2010D-10	09/02/2020	04/01/2010	3.00000	3.00000	100,973.96	100,973.96
SCEIP 2010E-10	09/02/2020	05/03/2010	3.00000	3.00000	45,296.50	45,296.50
SCEIP 2010F-10	09/02/2020	06/01/2010	3.00000	3.00000	179,158.63	179,158.63
SCEIP 2010G-10	09/02/2020	06/30/2010	3.00000	3.00000	157,833.66	157,833.66
SCEIP 2010H-10	09/02/2020	08/02/2010	3.00000	3.00000	205,367.44	205,367.44
SCEIP 2010I-10	09/02/2020	09/01/2010	3.00000	3.00000	59,431.41	59,431.41
SCEIP 2010J-10	09/02/2021	10/01/2010	3.00000	3.00000	98,761.76	98,761.76
SCEIP 2010L-10	09/02/2021	12/01/2010	3.00000	3.00000	260,273.72	260,273.72
SCEIP 2011A-10	09/02/2021	01/03/2011	3.00000	3.00000	37,209.92	37,209.92
SCEIP 2011B-10	09/02/2021	02/01/2011	3.00000	3.00000	86,854.24	86,854.24
SCEIP 2011C-10	09/02/2021	03/01/2011	3.00000	3.00000	79,186.32	79,186.32
SCEIP 2011D-10	09/02/2021	04/01/2011	3.00000	3.00000	265,792.78	265,792.78
SCEIP 2011E-10	09/02/2021	05/02/2011	3.00000	3.00000	113,405.58	113,405.58
SCEIP 2011F-10	09/02/2021	06/01/2011	3.00000	3.00000	161,236.32	161,236.32
SCEIP 2011G-10	09/02/2021	06/30/2011	3.00000	3.00000	58,946.76	58,946.76
SCEIP 2011H-10	09/02/2021	08/01/2011	3.00000	3.00000	162,057.27	162,057.27
SCEIP 2011I-10	09/02/2021	09/01/2011	3.00000	3.00000	115,879.25	115,879.25
SCEIP 2010K-10	09/21/2021	11/01/2010	3.00000	3.00000	86,593.26	86,593.26
SCEIP 2011J-10	09/02/2022	10/03/2011	3.00000	3.00000	12,693.19	12,693.19
SCEIP 2011K-10	09/02/2022	11/01/2011	3.00000	3.00000	119,352.19	119,352.19
SCEIP 2011L-10	09/02/2022	12/01/2011	3.00000	3.00000	29,436.45	29,436.45
SCEIP 2012A-10	09/02/2022	01/03/2012	3.00000	3.00000	26,298.41	26,298.41
SCEIP 2012B-10	09/02/2022	02/01/2012	3.00000	3.00000	14,284.71	14,284.71
SCEIP 2012C-10	09/02/2022	03/01/2012	3.00000	3.00000	12,376.78	12,376.78
SCEIP 2012D-10	09/02/2022	04/02/2012	3.00000	3.00000	31,107.60	31,107.60
SCEIP 2012F-10	09/02/2022	06/01/2012	3.00000	3.00000	103,503.97	103,503.97
SCEIP 2012G-10	09/02/2022	06/29/2012	3.00000	3.00000	7,895.55	7,895.55
SCEIP 2012H-10	09/02/2022	08/01/2012	3.00000	3.00000	65,024.60	65,024.60
SCEIP 2012I-10	09/02/2022	09/04/2012	3.00000	3.00000	13,572.00	13,572.00
SCEIP 2012J-10	09/02/2023	11/01/2012	3.00000	3.00000	91,921.49	91,921.49
SCEIP 2012K-10	09/02/2023	12/03/2012	3.00000	3.00000	9,374.99	9,374.99
SCEIP 2009B-20	09/02/2029	06/01/2009	3.00000	3.00000	215,750.38	215,750.38
SCEIP 2009C-20	09/02/2029	07/01/2009	3.00000	3.00000	304,014.65	304,014.65

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF DECEMBER 31, 2012**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
SCEIP 2009D-20	09/02/2029	08/03/2009	3.00000	3.00000	662,657.06	662,657.06
SCEIP 2009E-20	09/02/2029	09/01/2009	3.00000	3.00000	3,334,042.70	3,334,042.70
SCEIP 2009F-20	09/02/2029	10/01/2009	3.00000	3.00000	1,290,000.61	1,290,000.61
SCEIP 2009G-20	09/02/2030	11/02/2009	3.00000	3.00000	1,336,040.52	1,336,040.52
SCEIP 2009H-20	09/02/2030	12/01/2009	3.00000	3.00000	2,184,912.13	2,184,912.13
SCEIP 2010A-20	09/02/2030	01/04/2010	3.00000	3.00000	2,393,386.21	2,393,386.21
SCEIP 2010B-20	09/02/2030	02/01/2010	3.00000	3.00000	1,651,147.10	1,651,147.10
SCEIP 2010C-20	09/02/2030	03/01/2010	3.00000	3.00000	1,550,698.10	1,550,698.10
SCEIP 2010D-20	09/02/2030	04/01/2010	3.00000	3.00000	1,681,763.93	1,681,763.93
SCEIP 2010E-20	09/02/2030	05/03/2010	3.00000	3.00000	1,374,523.63	1,374,523.63
SCEIP 2010F-20	09/02/2030	06/01/2010	3.00000	3.00000	1,679,220.94	1,679,220.94
SCEIP 2010G-20	09/02/2030	06/30/2010	3.00000	3.00000	1,347,112.00	1,347,112.00
SCEIP 2010H-20	09/02/2030	08/02/2010	3.00000	3.00000	1,607,872.37	1,607,872.37
SCEIP 2010I-20	09/02/2030	09/01/2010	3.00000	3.00000	1,377,773.14	1,377,773.14
SCEIP 2010J-20	09/02/2031	10/01/2010	3.00000	3.00000	883,000.14	883,000.14
SCEIP 2010K-20	09/02/2031	11/01/2010	3.00000	3.00000	1,130,164.63	1,130,164.63
SCEIP 2010L-20	09/02/2031	12/01/2010	3.00000	3.00000	1,375,765.08	1,375,765.08
SCEIP 2011A-20	09/02/2031	01/03/2011	3.00000	3.00000	1,165,719.61	1,165,719.61
SCEIP 2011B-20	09/02/2031	02/01/2011	3.00000	3.00000	1,099,185.95	1,099,185.95
SCEIP 2011C-20	09/02/2031	03/01/2011	3.00000	3.00000	939,003.36	939,003.36
SCEIP 2011D-20	09/02/2031	04/01/2011	3.00000	3.00000	1,242,405.15	1,242,405.15
SCEIP 2011E-20	09/02/2031	05/02/2011	3.00000	3.00000	722,691.47	722,691.47
SCEIP 2011F-20	09/02/2031	06/01/2011	3.00000	3.00000	615,693.74	615,693.74
SCEIP 2011G-20	09/02/2031	06/30/2011	3.00000	3.00000	1,224,446.53	1,224,446.53
SUBTOTAL OTHER GOVERNMENTS			65.64%		980,705,950.12	980,586,614.09
WELLS FARGO CO MTN	01/31/2013	02/09/2012	4.37500	.43710	10,000,000.00	10,032,159.67
GE CAP CORP MTN	05/01/2013	02/09/2012	4.80000	.83738	10,000,000.00	10,129,637.58
GE CAP CORP MTN	05/01/2013	03/13/2012	4.80000	.65097	5,000,000.00	5,067,782.60
GE CAP CORP MTN	05/08/2013	01/25/2012	.46175	.56902	15,000,000.00	14,994,516.53
WACHOVIA CORP MTN	08/01/2013	08/10/2012	5.70000	.58847	23,000,000.00	23,712,401.74
GE CAP CORP MTN	09/16/2013	01/17/2012	1.87500	1.28533	25,000,000.00	25,102,584.71
GE CAP CORP MTN	01/07/2014	11/14/2012	2.10000	.47043	5,000,000.00	5,119,476.27
GE CAP CORP MTN	05/13/2014	04/16/2012	5.90000	1.20025	5,000,000.00	5,315,204.37
GE CAP CORP MTN	05/13/2014	08/14/2012	5.90000	.73011	2,168,000.00	2,319,526.06
GE CAP CORP MTN	06/09/2014	04/16/2012	5.65000	1.22034	5,000,000.00	5,312,729.06
WELLS FARGO CO MTN	10/01/2014	01/27/2012	3.75000	1.28800	5,000,000.00	5,210,660.69
WELLS FARGO CO MTN	10/01/2014	03/13/2012	3.75000	1.18027	5,000,000.00	5,220,287.97
WELLS FARGO CO MTN	10/01/2014	03/21/2012	3.75000	1.15002	5,000,000.00	5,222,989.30
GE CAP CORP MTN	11/14/2014	03/13/2012	3.75000	1.05036	5,000,000.00	5,247,609.31
GE CAP CORP MTN	01/09/2015	05/22/2012	2.15000	1.57699	5,000,000.00	5,056,385.67
GE CAP CORP MTN	06/29/2015	05/22/2012	3.50000	1.71695	5,000,000.00	5,215,175.45
TOYOTA	06/20/2016	12/20/2012	.65000	.65000	15,000,000.00	15,000,000.00
IBM MTN	07/22/2016	05/08/2012	1.95000	1.12018	5,000,000.00	5,143,616.59
WELLS FARGO CO MTN	12/15/2016	04/09/2012	2.62500	2.00008	10,000,000.00	10,234,533.95
GE CAP CORP MTN	04/27/2017	05/23/2012	2.30000	2.50006	5,000,000.00	4,959,567.50
GE CAP CORP MTN	04/27/2017	11/06/2012	2.30000	1.41507	5,000,000.00	5,187,518.23
WELLS FARGO CO MTN	05/08/2017	11/06/2012	2.10000	1.36301	5,000,000.00	5,155,032.85
CATEPILLAR	11/06/2017	12/03/2012	1.25000	1.10708	5,000,000.00	5,038,287.00
GE CAP CORP MTN	12/07/2017	12/07/2012	1.00000	1.00000	25,000,000.00	25,000,000.00
TOYOTA	12/20/2017	12/20/2012	1.00000	1.00000	20,000,000.00	20,000,000.00

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF DECEMBER 31, 2012**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
SUBTOTAL CORPORATE NOTES AND BONDS			15.66%		230,168,000.00	233,997,683.10
CAMP	01/01/2013	07/08/2002	.18080	.18080	41,569,878.18	41,569,878.18
FEDERATED MUTUAL FUND	07/01/2013	09/30/2011	.11405	.11405	16,609,096.73	16,609,096.73
SUBTOTAL MONEY MARKET MUTUAL FUNDS			3.89%		58,178,974.91	58,178,974.91
LOCAL AGENCY INVESTMENT FUND	01/01/2013	11/04/2002	.35363	.35363	49,162,714.32	49,162,714.32
SUBTOTAL GOVERNMENT POOLS AND JPA'S			3.29%		49,162,714.32	49,162,714.32
CASH IN BANK			1.30%		19,453,084.34	19,453,084.34
CHECK AND WARRANTS IN TRANSIT			0.48%		7,102,330.17	7,102,330.17
CASH IN VAULT			0.01%		120,098.67	120,098.67
GRAND TOTAL			100%		1,489,891,152.53	1,493,778,740.87

**QUARTERLY REPORT AND CERTIFICATION
OF THE COUNTY TREASURER
For Quarter Ending March 31, 2013**

The Government Code requires the County Treasurer to render a Quarterly Report to the County Administrator, the Board of Supervisors, the County Auditor, the Treasury Oversight Committee, and the participants of the Treasury Pool.

The Quarterly Report shall state compliance of the portfolio to the County Investment Policy and denote the ability of the pool to meet its pool's expenditures for the next six months, or provide an explanation as to why sufficient money shall or may not be available.

COMPLIANCE CERTIFICATION

I certify that the investments of the Sonoma County Investment Pool are in compliance with the County Investment Policy.

I further certify that the pool has sufficient cash flow available to meet all budgeted expenditure requirements for the next six months.



David E. Sundstrom
Treasurer
County of Sonoma

SONOMA COUNTY POOLED INVESTMENT PROGRAM
For Quarter Ending March 31, 2013

BEGINNING FUND BALANCE (01/01/2013)	\$1,493,778,741
ENDING FUND BALANCE	\$1,478,334,975
AVERAGE DAILY FUND BALANCE	\$1,464,487,265
TOTAL INTEREST EARNED (after fees)	\$2,721,772
INTEREST RATE (after fees)	0.754
INTEREST RATE (before fees)	0.828

TOTAL FUNDS MANAGED BY TREASURY

TOTAL TREASURY BALANCE (including deferred compensation, tobacco endowment, special TRAN investments, active bank accounts and money in transit)	\$1,769,288,021
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SONOMA COUNTY QUARTERLY INVESTMENT REPORT
Quarter Ending March 31, 2013

INVESTMENT POOL YIELD:

The yield during this quarter is .828% before fees and .754% after fees.

MARKET VALUE:

The market value of the portfolio as of March 31, 2013, is at 100.12% of cost. The market values are down from the last Quarterly Report. Market values were obtained from Sungard Financial Systems and Bloomberg.

REVERSE REPURCHASE AGREEMENTS:

The pool has no reverse repurchase agreements.

WEIGHTED AVERAGE MATURITY:

The weighted average days to maturity is 1,155 days.

Excluding SCEIP investments, the weighted average days to maturity is 1,028 days.

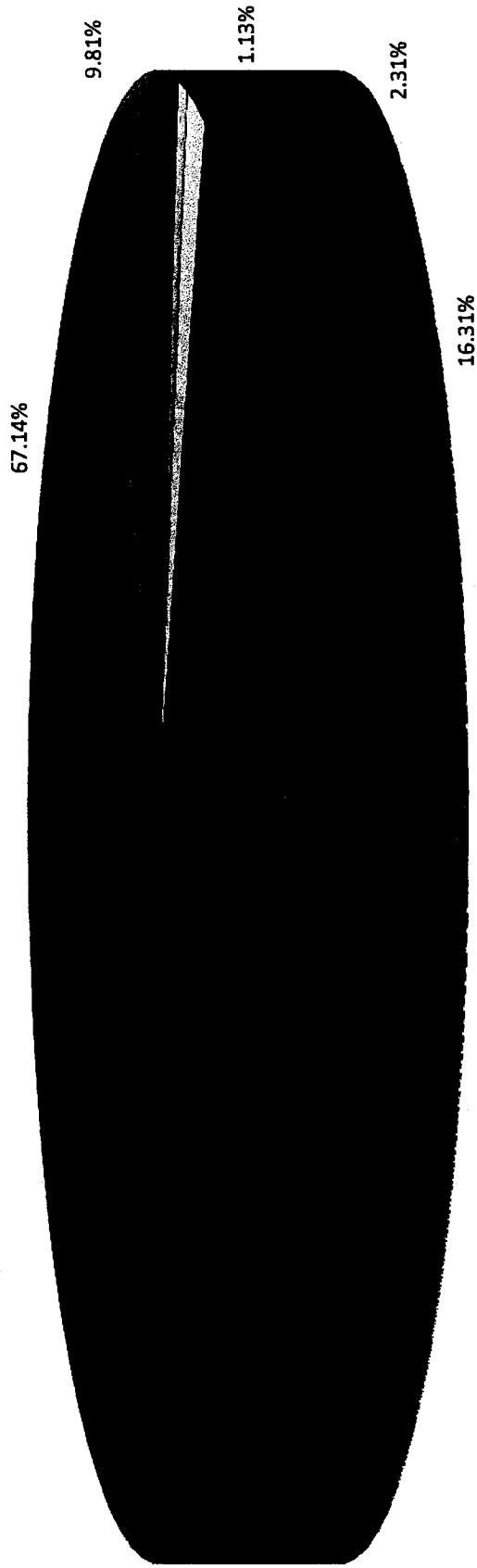
CHARTS:

- Chart 1:** The composition of the Investment Pool by the type of investment.
Chart 2: Interest earnings of the Sonoma County Investment Pool compared to FED FUNDS and Local Agency Investment Fund.

DETAILED LISTING OF INVESTMENTS:

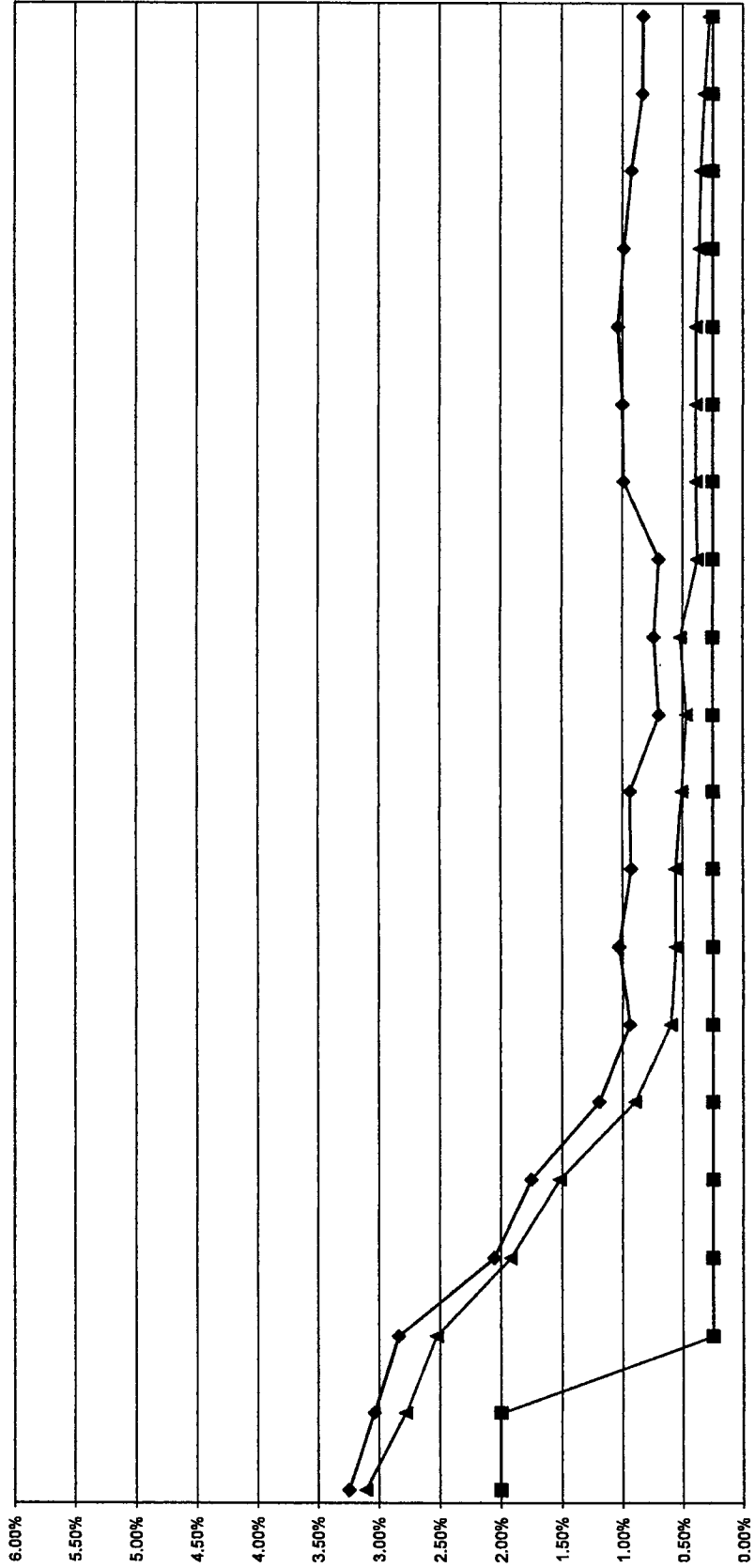
A detailed listing of all investments for the Pooled Investment Fund is located at the end of this report.

SONOMA COUNTY'S POOLED INVESTMENTS AS OF 3/31/2013



- OTHER GOVERNMENT POOLS & JPA'S 3.30%
- OTHER GOVERNMENTS 67.13%
- TREASURY BILLS AND NOTES 9.81%
- CASH, CHECKS, AND WARRANTS 1.14%
- MONEY MARKET MUTUAL FUNDS 2.31%
- CORPORATE BONDS AND NOTES 16.31%

SONOMA COUNTY TREASURER INVESTMENT POOL QUARTERLY YIELD COMPARISON



	Jun-08	Sep-08	Dec-08	Mar-09	Jun-09	Sep-09	Dec-09	Mar-10	Jun-10	Sep-10	Dec-10	Mar-11	Jun-11	Sep-11	Dec-11	Mar-12	Jun-12	Sep-12	Dec-12	Mar-13
Pool	3.25%	3.04%	2.84%	2.06%	1.75%	1.18%	0.94%	0.70%	0.93%	0.94%	0.70%	0.74%	0.70%	0.99%	1.00%	1.04%	0.99%	0.93%	0.83%	0.83%
Fed Fund	2.00%	2.00%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
LAIF	3.11%	2.78%	2.53%	1.92%	1.52%	0.90%	0.60%	0.47%	0.56%	0.51%	0.47%	0.52%	0.38%	0.39%	0.39%	0.39%	0.36%	0.35%	0.32%	0.28%

*This does not include special TRAN investments & deferred compensation
 Source: County of Sonoma, Office of the Auditor-Controller-Treasurer-Tax Collector

BOOK VALUE

CHECKS AND WARRANTS IN TRANSIT	\$1,577,738
CASH IN VAULT	\$111,899
CASH IN BANK	\$14,973,821
TREASURY BILLS AND NOTES	\$145,081,198
BANKERS ACCEPTANCES	\$0
OTHER GOVERNMENTS	\$992,459,188
COMMERCIAL PAPER	\$0
CORPORATE BONDS AND NOTES	\$241,139,298
NEGOTIABLE CERTIFICATES OF DEPOSIT	\$0
OTHER GOVERNMENT POOLS AND JPA'S	\$48,802,597
MONEY MARKET MUTUAL FUNDS	\$34,189,236
TOTAL	\$1,478,334,975

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF MARCH 31, 2013**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
TREASURY NOTES	05/15/2013	04/15/2011	1.37500	.80641	10,000,000.00	10,006,775.62
TREASURY NOTES	05/31/2013	06/01/2011	.50000	.45673	40,000,000.00	40,002,825.35
TREASURY NOTES	07/15/2013	02/02/2012	1.00000	.20131	20,000,000.00	20,045,900.28
TREASURY NOTES	07/31/2013	02/03/2012	.37500	.20183	10,000,000.00	10,005,734.44
TREASURY NOTES	07/15/2014	10/19/2012	.62500	.28248	15,000,000.00	15,066,024.26
TREASURY NOTES	07/31/2014	10/26/2012	.12500	.29389	20,000,000.00	19,955,122.48
TREASURY NOTES	05/15/2015	11/27/2012	.25000	.31363	15,000,000.00	14,981,064.42
TREASURY NOTES	06/15/2015	11/27/2012	.37500	.32110	15,000,000.00	15,017,751.39
SUBTOTAL TREASURY BILLS AND NOTES		9.81%			145,000,000.00	145,081,198.24
SCTA SERIES 2012-1	06/01/2013	04/19/2012	1.25000	1.25000	112,500.00	112,500.00
FHLMC	06/21/2013	04/08/2010	1.87500	1.96599	6,000,000.00	5,998,836.93
FEDERAL FARM CREDIT BANK	06/25/2013	05/25/2010	1.37500	1.47900	10,000,000.00	9,997,646.86
HRMS 2012-1	06/30/2013	07/01/2012	1.25000	1.25000	2,775,000.00	2,775,000.00
AIRPORT NOTE 2013-2	06/30/2013	07/01/2012	1.17000	1.17000	310,000.00	310,000.00
AIRPORT NOTE 2013-1	06/30/2013	07/01/2012	1.17000	1.17000	500,000.00	500,000.00
FAIR 2013-1	06/30/2013	07/01/2012	1.17000	1.17000	1,200,000.00	1,200,000.00
FEDERAL HOME LOAN BANK	11/27/2013	11/14/2011	.37500	.42339	10,000,000.00	9,996,838.70
FEDERAL FARM CREDIT BANK	12/23/2013	12/23/2010	1.30000	1.30614	5,000,000.00	4,999,781.58
FEDERAL FARM CREDIT BANK	04/21/2014	08/31/2011	.24600	.32068	10,000,000.00	9,992,611.54
SCEIP 2009A-5	09/02/2014	08/03/2009	3.00000	3.00000	950.36	950.36
SCEIP 2009B-5	09/02/2014	09/01/2009	3.00000	3.00000	2,168.05	2,168.05
FEDERAL FARM CREDIT BANK	10/16/2014	11/02/2012	.25000	.30030	10,000,000.00	9,993,372.83
FHLMC	11/25/2014	10/06/2011	.75000	.76104	5,000,000.00	4,999,105.52
FEDERAL NATL MTG ASSN	12/23/2014	12/23/2011	.82500	.82500	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	12/26/2014	12/26/2012	.32000	.32000	5,000,000.00	5,000,000.00
FHLMC	02/13/2015	02/13/2012	.55000	.55000	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	04/15/2015	11/28/2012	.41000	.41000	10,000,000.00	10,004,897.22
FEDERAL FARM CREDIT BANK	04/24/2015	08/06/2012	.45000	.45000	15,000,000.00	15,000,000.00
FEDERAL NATL MTG ASSN	04/30/2015	04/30/2012	.65000	.65000	10,000,000.00	10,000,000.00
FHLMC	05/22/2015	05/22/2012	.60000	.60337	10,000,000.00	9,999,286.76
FEDERAL FARM CREDIT BANK	06/18/2015	12/26/2012	.32000	.36463	10,000,000.00	9,990,879.25
FEDERAL FARM CREDIT BANK	07/29/2015	02/06/2013	.34000	.40083	10,000,000.00	9,986,558.12
FEDERAL HOME LOAN BANK	07/30/2015	02/04/2013	.37500	.37500	5,000,000.00	5,000,208.33
FEDERAL HOME LOAN BANK	07/30/2015	03/21/2013	.37500	.37500	5,000,000.00	5,002,656.25
FEDERAL FARM CREDIT BANK	08/10/2015	02/10/2012	.59000	.61893	15,000,000.00	14,989,886.44
FEDERAL HOME LOAN BANK	08/28/2015	02/28/2013	.40000	.40000	10,000,000.00	10,000,000.00
SCEIP 2009C-5	09/02/2015	11/02/2009	3.00000	3.00000	16,134.89	16,134.89
SCEIP 2009D-5	09/02/2015	12/01/2009	3.00000	3.00000	1,714.52	1,714.52
SCEIP 2010A-5	09/02/2015	01/04/2010	3.00000	3.00000	9,269.09	9,269.09
SCEIP 2010B-5	09/02/2015	03/01/2010	3.00000	3.00000	38,216.18	38,216.18
SCEIP 2010C-5	09/02/2015	04/01/2010	3.00000	3.00000	6,233.26	6,233.26
SCEIP 2010D-5	09/02/2015	06/30/2010	3.00000	3.00000	2,746.10	2,746.10
FHLMC	09/25/2015	02/04/2013	.50000	.50000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	10/15/2015	12/26/2012	.42000	.42000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	12/10/2015	12/10/2012	.25220	.25220	10,000,000.00	10,000,000.00
FHLMC	12/18/2015	03/18/2013	.40000	.42748	10,000,000.00	9,992,604.48
FEDERAL HOME LOAN BANK	12/21/2015	12/21/2012	.41000	.42679	10,000,000.00	9,995,461.18
FEDERAL HOME LOAN BANK	12/28/2015	12/28/2012	.45000	.45000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	02/22/2016	08/30/2012	.60000	.60290	10,000,000.00	9,999,168.36
FEDERAL NATL MTG ASSN	02/24/2016	03/05/2012	.80000	.87705	3,120,000.00	3,113,168.66
FEDERAL FARM CREDIT BANK	03/23/2016	07/31/2012	.62500	.62500	20,000,000.00	20,000,000.00

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
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Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FEDERAL NATL MTG ASSN	03/28/2016	03/28/2013	.50000	.51682	10,000,000.00	9,995,018.25
FHLMC	04/04/2016	10/04/2012	.60000	.60000	5,850,000.00	5,850,000.00
FEDERAL FARM CREDIT BANK	04/11/2016	04/11/2012	1.04000	1.04000	12,200,000.00	12,200,000.00
FEDERAL FARM CREDIT BANK	04/11/2016	04/11/2012	1.04000	1.04000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	04/20/2016	04/20/2011	.27320	.27830	10,000,000.00	9,998,474.27
FEDERAL FARM CREDIT BANK	05/02/2016	08/02/2012	.59000	.61708	10,000,000.00	9,991,743.97
FEDERAL FARM CREDIT BANK	05/09/2016	05/09/2012	.90000	.90000	10,000,000.00	10,000,000.00
FHLMC	06/14/2016	12/14/2011	1.25000	1.25000	5,000,000.00	5,000,000.00
FEDERAL NATL MTG ASSN	06/27/2016	09/28/2012	.62000	.62000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	06/27/2016	09/27/2012	.59000	.59000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	06/27/2016	09/28/2012	.59000	.59000	15,650,000.00	15,650,000.00
FEDERAL FARM CREDIT BANK	07/19/2016	07/24/2012	.71000	.71000	20,000,000.00	20,000,000.00
FEDERAL HOME LOAN BANK	08/15/2016	08/15/2011	2.00000	2.00000	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	08/15/2016	08/15/2011	2.00000	2.00000	5,000,000.00	5,000,000.00
FEDERAL NATL MTG ASSN	08/15/2016	02/15/2013	.60000	.62893	10,000,000.00	9,990,352.39
FHLMC	09/14/2016	03/14/2013	.65000	.65000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	09/26/2016	03/26/2013	.65000	.65000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	09/26/2016	09/27/2012	.68000	.68000	12,875,000.00	12,875,000.00
FEDERAL HOME LOAN BANK	10/17/2016	11/30/2012	.62500	.62500	14,795,000.00	14,806,044.88
FEDERAL HOME LOAN BANK	10/24/2016	07/24/2012	.89000	.89000	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	10/24/2016	11/09/2012	.62500	.63140	10,000,000.00	10,000,351.56
FEDERAL HOME LOAN BANK	10/25/2016	01/25/2013	.65000	.65000	6,530,000.00	6,530,000.00
FEDERAL NATL MTG ASSN	10/28/2016	10/28/2011	1.37500	1.37500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	11/21/2016	12/04/2012	.62000	.63278	10,350,000.00	10,347,563.97
FEDERAL HOME LOAN BANK	12/05/2016	12/05/2012	.61000	.61000	11,000,000.00	11,000,000.00
FEDERAL NATL MTG ASSN	12/20/2016	06/20/2012	1.02000	1.02000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	01/25/2017	01/25/2013	.70000	.70000	2,750,000.00	2,750,000.00
FHLMC	03/21/2017	03/21/2013	.80000	.80000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	03/24/2017	09/24/2012	.50000	.50225	10,000,000.00	9,999,115.10
FEDERAL HOME LOAN BANK	04/24/2017	04/24/2012	.50200	.50200	15,000,000.00	15,000,000.00
FHLMC	05/15/2017	05/15/2012	1.25000	1.25000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	05/16/2017	05/16/2012	1.32000	1.32000	6,000,000.00	6,000,000.00
FEDERAL FARM CREDIT BANK	06/05/2017	12/05/2012	.77000	.78360	25,000,000.00	24,986,068.17
FHLMC	06/07/2017	06/07/2012	1.15000	1.15000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	06/20/2017	06/20/2012	1.00000	1.00000	8,765,000.00	8,765,000.00
FEDERAL NATL MTG ASSN	06/28/2017	06/28/2012	1.12500	1.12500	15,000,000.00	15,000,000.00
FHLMC	07/24/2017	07/24/2012	1.12500	1.13532	20,000,000.00	19,991,374.58
FEDERAL FARM CREDIT BANK	08/07/2017	08/07/2012	.97000	.97000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	08/09/2017	08/09/2012	1.00000	1.00514	15,000,000.00	14,996,732.59
FHLMC	08/14/2017	08/29/2012	1.00000	1.00000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	08/14/2017	08/14/2012	.62500	.62500	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	08/16/2017	08/16/2012	.75000	.75408	10,000,000.00	9,998,249.71
FEDERAL NATL MTG ASSN	08/23/2017	08/23/2012	.95000	.95000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	08/28/2017	08/28/2012	1.10000	1.10000	5,000,000.00	5,000,000.00
FEDERAL NATL MTG ASSN	08/30/2017	11/30/2012	.90000	.90000	12,500,000.00	12,500,000.00
FEDERAL HOME LOAN BANK	09/06/2017	09/06/2012	1.08000	1.08000	7,425,000.00	7,425,000.00
FHLMC	09/12/2017	09/17/2012	1.00000	1.00000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	10/10/2017	10/10/2012	.90000	.90000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	10/16/2017	10/16/2012	1.00000	1.00000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	10/23/2017	10/26/2012	.90000	.92054	10,000,000.00	9,991,611.21
FEDERAL NATL MTG ASSN	10/30/2017	02/27/2013	.85000	.89928	10,760,000.00	10,743,117.80
FEDERAL NATL MTG ASSN	11/08/2017	11/09/2012	.62500	.63518	10,000,000.00	9,995,565.38

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
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Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FEDERAL HOME LOAN BANK	11/15/2017	11/15/2012	1.05000	1.05000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	11/20/2017	11/20/2012	.85000	.85000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	11/27/2017	11/27/2012	.90000	.90000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	11/28/2017	11/28/2012	.92000	.92000	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	12/13/2017	12/13/2012	.80000	.80000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	12/13/2017	12/13/2012	.70000	.72550	10,000,000.00	9,988,246.17
FHLMC	12/20/2017	12/20/2012	.92000	.92000	13,810,000.00	13,810,000.00
FEDERAL HOME LOAN BANK	12/28/2017	12/28/2012	.95000	.95000	15,000,000.00	15,000,000.00
FHLMC	01/11/2018	01/11/2013	1.00000	1.00822	15,000,000.00	14,994,262.86
FHLMC	01/16/2018	01/16/2013	1.05000	1.05000	20,000,000.00	20,000,000.00
FEDERAL HOME LOAN BANK	01/30/2018	01/30/2013	1.00000	1.00000	10,000,000.00	10,000,000.00
SCEIP 2009A-10	09/02/2019	07/01/2009	3.00000	3.00000	96,002.47	96,002.47
SCEIP 2009B-10	09/02/2019	08/03/2009	3.00000	3.00000	111,013.01	111,013.01
SCEIP 2009C-10	09/02/2019	09/01/2009	3.00000	3.00000	72,298.00	72,298.00
SCEIP 2009D-10	09/02/2019	10/01/2009	3.00000	3.00000	618,164.14	618,164.14
SCEIP 2009E-10	09/02/2020	11/02/2009	3.00000	3.00000	111,447.29	111,447.29
SCEIP 2009F-10	09/02/2020	12/01/2009	3.00000	3.00000	110,473.69	110,473.69
SCEIP 2010A-10	09/02/2020	01/04/2010	3.00000	3.00000	161,883.52	161,883.52
SCEIP 2010B-10	09/02/2020	02/01/2010	3.00000	3.00000	78,986.49	78,986.49
SCEIP 2010C-10	09/02/2020	03/01/2010	3.00000	3.00000	139,120.46	139,120.46
SCEIP 2010D-10	09/02/2020	04/01/2010	3.00000	3.00000	96,159.03	96,159.03
SCEIP 2010E-10	09/02/2020	05/03/2010	3.00000	3.00000	40,387.15	40,387.15
SCEIP 2010F-10	09/02/2020	06/01/2010	3.00000	3.00000	166,602.41	166,602.41
SCEIP 2010G-10	09/02/2020	06/30/2010	3.00000	3.00000	150,307.39	150,307.39
SCEIP 2010H-10	09/02/2020	08/02/2010	3.00000	3.00000	195,574.53	195,574.53
SCEIP 2010I-10	09/02/2020	09/01/2010	3.00000	3.00000	50,838.36	50,838.36
SCEIP 2010J-10	09/02/2021	10/01/2010	3.00000	3.00000	94,730.62	94,730.62
SCEIP 2010L-10	09/02/2021	12/01/2010	3.00000	3.00000	249,650.17	249,650.17
SCEIP 2011A-10	09/02/2021	01/03/2011	3.00000	3.00000	35,691.13	35,691.13
SCEIP 2011B-10	09/02/2021	02/01/2011	3.00000	3.00000	83,309.12	83,309.12
SCEIP 2011C-10	09/02/2021	03/01/2011	3.00000	3.00000	75,954.19	75,954.19
SCEIP 2011D-10	09/02/2021	04/01/2011	3.00000	3.00000	254,943.96	254,943.96
SCEIP 2011E-10	09/02/2021	05/02/2011	3.00000	3.00000	108,776.72	108,776.72
SCEIP 2011F-10	09/02/2021	06/01/2011	3.00000	3.00000	154,655.17	154,655.17
SCEIP 2011G-10	09/02/2021	06/30/2011	3.00000	3.00000	56,540.74	56,540.74
SCEIP 2011H-10	09/02/2021	08/01/2011	3.00000	3.00000	155,442.60	155,442.60
SCEIP 2011I-10	09/02/2021	09/01/2011	3.00000	3.00000	107,227.50	107,227.50
SCEIP 2010K-10	09/21/2021	11/01/2010	3.00000	3.00000	83,058.80	83,058.80
SCEIP 2011J-10	09/02/2022	10/03/2011	3.00000	3.00000	12,244.34	12,244.34
SCEIP 2011K-10	09/02/2022	11/01/2011	3.00000	3.00000	115,131.77	115,131.77
SCEIP 2011L-10	09/02/2022	12/01/2011	3.00000	3.00000	28,395.55	28,395.55
SCEIP 2012A-10	09/02/2022	01/03/2012	3.00000	3.00000	25,368.47	25,368.47
SCEIP 2012B-10	09/02/2022	02/01/2012	3.00000	3.00000	13,779.58	13,779.58
SCEIP 2012C-10	09/02/2022	03/01/2012	3.00000	3.00000	11,939.13	11,939.13
SCEIP 2012D-10	09/02/2022	04/02/2012	3.00000	3.00000	30,007.61	30,007.61
SCEIP 2012F-10	09/02/2022	06/01/2012	3.00000	3.00000	99,843.96	99,843.96
SCEIP 2012G-10	09/02/2022	06/29/2012	3.00000	3.00000	7,616.35	7,616.35
SCEIP 2012H-10	09/02/2022	08/01/2012	3.00000	3.00000	62,725.26	62,725.26
SCEIP 2012I-10	09/02/2022	09/04/2012	3.00000	3.00000	13,092.08	13,092.08
SCEIP 2012J-10	09/02/2023	11/01/2012	3.00000	3.00000	91,921.49	91,921.49
SCEIP 2012K-10	09/02/2023	12/03/2012	3.00000	3.00000	9,374.99	9,374.99
SCEIP 2013A-10	09/02/2023	01/02/2013	3.00000	3.00000	10,429.58	10,429.58

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
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Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
SCEIP 2013B-10	09/02/2023	02/01/2013	3.00000	3.00000	15,129.55	15,129.55
SCEIP 2013C-10	09/02/2023	03/01/2013	3.00000	3.00000	61,282.47	61,282.47
SCEIP 2009B-20	09/02/2029	06/01/2009	3.00000	3.00000	212,350.23	212,350.23
SCEIP 2009C-20	09/02/2029	07/01/2009	3.00000	3.00000	299,223.48	299,223.48
SCEIP 2009D-20	09/02/2029	08/03/2009	3.00000	3.00000	652,213.81	652,213.81
SCEIP 2009E-20	09/02/2029	09/01/2009	3.00000	3.00000	3,246,372.89	3,246,372.89
SCEIP 2009F-20	09/02/2029	10/01/2009	3.00000	3.00000	1,269,670.64	1,269,670.64
SCEIP 2009G-20	09/02/2030	11/02/2009	3.00000	3.00000	1,316,956.29	1,316,956.29
SCEIP 2009H-20	09/02/2030	12/01/2009	3.00000	3.00000	2,146,169.46	2,146,169.46
SCEIP 2010A-20	09/02/2030	01/04/2010	3.00000	3.00000	2,308,939.23	2,308,939.23
SCEIP 2010B-20	09/02/2030	02/01/2010	3.00000	3.00000	1,486,419.54	1,486,419.54
SCEIP 2010C-20	09/02/2030	03/01/2010	3.00000	3.00000	1,528,547.68	1,528,547.68
SCEIP 2010D-20	09/02/2030	04/01/2010	3.00000	3.00000	1,641,536.59	1,641,536.59
SCEIP 2010E-20	09/02/2030	05/03/2010	3.00000	3.00000	1,240,837.14	1,240,837.14
SCEIP 2010F-20	09/02/2030	06/01/2010	3.00000	3.00000	1,612,988.24	1,612,988.24
SCEIP 2010G-20	09/02/2030	06/30/2010	3.00000	3.00000	1,265,193.50	1,265,193.50
SCEIP 2010H-20	09/02/2030	08/02/2010	3.00000	3.00000	1,540,531.45	1,540,531.45
SCEIP 2010I-20	09/02/2030	09/01/2010	3.00000	3.00000	1,358,092.81	1,358,092.81
SCEIP 2010J-20	09/02/2031	10/01/2010	3.00000	3.00000	825,687.35	825,687.35
SCEIP 2010K-20	09/02/2031	11/01/2010	3.00000	3.00000	1,115,492.67	1,115,492.67
SCEIP 2010L-20	09/02/2031	12/01/2010	3.00000	3.00000	1,357,904.70	1,357,904.70
SCEIP 2011A-20	09/02/2031	01/03/2011	3.00000	3.00000	1,150,586.07	1,150,586.07
SCEIP 2011B-20	09/02/2031	02/01/2011	3.00000	3.00000	1,084,916.16	1,084,916.16
SCEIP 2011C-20	09/02/2031	03/01/2011	3.00000	3.00000	926,813.08	926,813.08
SCEIP 2011D-20	09/02/2031	04/01/2011	3.00000	3.00000	902,073.71	902,073.71
SCEIP 2011E-20	09/02/2031	05/02/2011	3.00000	3.00000	689,104.59	689,104.59
SCEIP 2011F-20	09/02/2031	06/01/2011	3.00000	3.00000	607,700.72	607,700.72
SCEIP 2011G-20	09/02/2031	06/30/2011	3.00000	3.00000	1,208,550.59	1,208,550.59
SUBTOTAL OTHER GOVERNMENTS			67.13%		992,617,325.91	992,459,187.78
GE CAP CORP MTN	05/01/2013	03/13/2012	4.80000	.65097	5,000,000.00	5,016,945.65
GE CAP CORP MTN	05/01/2013	02/09/2012	4.80000	.83738	10,000,000.00	10,032,409.39
GE CAP CORP MTN	05/08/2013	01/25/2012	.44300	.55493	15,000,000.00	14,998,402.45
WACHOVIA CORP MTN	08/01/2013	08/10/2012	5.70000	.58847	23,000,000.00	23,391,105.96
GE CAP CORP MTN	09/16/2013	01/17/2012	1.87500	1.28533	25,000,000.00	25,066,799.35
GE CAP CORP MTN	01/07/2014	11/14/2012	2.10000	.47043	5,000,000.00	5,062,436.98
GE CAP CORP MTN	05/13/2014	04/16/2012	5.90000	1.20025	5,000,000.00	5,258,125.11
GE CAP CORP MTN	05/13/2014	08/14/2012	5.90000	.73011	2,168,000.00	2,292,086.74
GE CAP CORP MTN	06/09/2014	04/16/2012	5.65000	1.22034	5,000,000.00	5,259,016.05
WELLS FARGO CO MTN	10/01/2014	03/13/2012	3.75000	1.18027	5,000,000.00	5,189,212.86
WELLS FARGO CO MTN	10/01/2014	03/21/2012	3.75000	1.15002	5,000,000.00	5,191,533.14
WELLS FARGO CO MTN	10/01/2014	01/27/2012	3.75000	1.28800	5,000,000.00	5,180,943.67
GE CAP CORP MTN	11/14/2014	03/13/2012	3.75000	1.05036	5,000,000.00	5,214,933.59
GE CAP CORP MTN	01/09/2015	05/22/2012	2.15000	1.57699	5,000,000.00	5,049,509.38
GE CAP CORP MTN	06/29/2015	05/22/2012	3.50000	1.71695	5,000,000.00	5,193,870.94
WELLS FARGO CO MTN	07/01/2015	02/06/2013	1.50000	.78515	7,100,000.00	7,223,472.02
WELLS FARGO CO MTN	06/15/2016	03/28/2013	3.67600	1.03498	10,000,000.00	10,843,239.38
TOYOTA	06/20/2016	12/20/2012	.65000	.65000	15,000,000.00	15,000,000.00
IBM MTN	07/22/2016	05/08/2012	1.95000	1.12018	5,000,000.00	5,133,658.58
WELLS FARGO CO MTN	12/15/2016	04/09/2012	2.62500	2.00008	10,000,000.00	10,219,916.18
GE CAP CORP MTN	04/27/2017	05/23/2012	2.30000	2.50006	5,000,000.00	4,961,875.00

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
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Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
GE CAP CORP MTN	04/27/2017	11/06/2012	2.30000	1.41507	5,000,000.00	5,176,980.57
WELLS FARGO CO MTN	05/08/2017	11/06/2012	2.10000	1.36301	5,000,000.00	5,146,246.35
CATEPILLAR	11/06/2017	12/03/2012	1.25000	1.10708	5,000,000.00	5,036,578.54
GE CAP CORP MTN	12/07/2017	12/07/2012	1.00000	1.00000	25,000,000.00	25,000,000.00
TOYOTA	12/20/2017	12/20/2012	1.00000	1.00000	20,000,000.00	20,000,000.00
SUBTOTAL CORPORATE NOTES AND BONDS			16.31%		237,268,000.00	241,139,297.88
CAMP	04/01/2013	07/08/2002	.14160	.14160	31,577,255.18	31,577,255.18
FEDERATED MUTUAL FUND	07/01/2013	09/30/2011	.08360	.08360	2,611,980.90	2,611,980.90
SUBTOTAL MONEY MARKET MUTUAL FUNDS			2.31%		34,189,236.08	34,189,236.08
LOCAL AGENCY INVESTMENT FUND	04/01/2013	11/04/2002	.27700	.27700	48,802,597.24	48,802,597.24
SUBTOTAL GOVERNMENT POOLS AND JPA'S			3.30%		48,802,597.24	48,802,597.24
CASH IN BANK			1.01%		14,973,821.19	14,973,821.19
CHECK AND WARRANTS IN TRANSIT			0.11%		1,577,737.84	1,577,737.84
CASH IN VAULT			0.01%		111,899.17	111,899.17
GRAND TOTAL			100%		1,474,540,617.43	1,478,334,975.42

Gravenstein Union School District

May 2013											Totals
Teachers	K	1	2	3	4	5	6	7	8		
Clark ENRICH!	16										16
Hanchey	21										21
Crandall ENRICH!	18										18
Stevenson	9	12									21
Mickel	17										17
Buttner		20									20
Gruner ENRICH!		19									19
Candau ENRICH!		18									18
Imholz ENRICH!			20								20
DeBolt ENRICH!			21								21
Sprinkle			19								19
Trivunovic			7	9							16
Carlson				18							18
Mackin ENRICH!				18							18
Mattish ENRICH!				16							16
Brown ENRICH!					24						24
Radford					17	6					23
Hillier ENRICH!					24						24
Lands						24					24
Chako ENRICH!						18					18
Oakley					4	2					6
Pugno ENRICH!						19					19
Helton							18				18
Dexter							21				21
Latham ENRICH!							21				21
Rich ENRICH!							25				25
Gorman ENRICH!								25			25
Collins ENRICH!								27			27
Weber								27			27
Terschuren								28			28
Sporrer ENRICH!									23		23
Shore ENRICH!									22		22
Nordstrom									27		27
Fisher									6		6
Pell									23		23
Gravenstein Campus	81	69	67	61	69	69					416
Hillcrest Campus							85	107	101		293
May 2013	81	69	67	61	69	69	85	107	101		709
May 2012	80	71	61	66	62	85	89	95	79		688
May 2011	67	57	61	51	84	74	84	77	93		648
May 2010	56	60	49	76	70	71	66	84	96		628

Project: Gravenstein Union School District
Hillcrest Campus Improvements
Project No. 882

AGREEMENT FOR ARCHITECTURAL SERVICES

This agreement (Agreement) made and entered into by and between Gravenstein Union School District, a political subdivision of the State of California, herein called District and AXIA Architects, herein called Architect, WITNESSETH:

WHEREAS, District proposes to undertake the construction of an improvement project herein described which requires the services of a duly qualified and licensed Architect, and

WHEREAS, Architect represents that Architect is licensed to practice Architecture in the State of California and qualified to provide the services required by District, and

WHEREAS, the parties have negotiated upon the terms pursuant to which Architect will provide such services and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is hereby agreed:

1. AGREEMENT

District retains Architect to perform, and Architect agrees and undertakes to provide to District, for the consideration and upon the terms and conditions herein set forth, the Architectural services specified in this Agreement and those related services incidental thereto.

2. DESCRIPTION OF PROJECT

Architectural services shall be provided for the project known as the Gravenstein Union School District (GUSD) Hillcrest Campus Improvements and as further described in Exhibit A, Project Description and Schedule, which is hereby incorporated by reference (hereinafter Project). The Project is comprised of improvements located at Hillcrest Middle School 725 Bloomfield Road, Sebastopol, CA 95472.

Included in Exhibit A is a Project Schedule indicating duration and milestone dates for key project tasks. Architect shall perform services consistent with this schedule as required by Paragraph 21, Time Schedule. Architect shall regularly report to District on actions required to meet milestone schedule dates and recommend further refinements in the schedule.

3. TERM OF AGREEMENT

This Agreement begins with execution of the Agreement by the parties and completes upon completion of services under the Agreement, unless terminated sooner. Should none of the services stated herein be commenced by or before sixty (60) days from the date set forth by the parties in the execution clause, this Agreement is void.

4. COMPENSATION

As compensation for all services of Architect in performance of this Agreement, District shall pay to Architect:

a. BASIC SERVICES: For all "Basic Services," as set forth in Paragraph 5, below, and as specified in Exhibit B, Tasks and Responsibilities, which is attached and incorporated by this reference, compensation in the amount not to exceed \$626,154.00 as set forth in Exhibit C, Compensation and Schedule of Hourly Billing Rates, which is attached and hereby incorporated by reference.

b. ADDITIONAL SERVICES: For all additional services other than Basic Services, a fee to be agreed upon by the parties in writing prior to performance of such services by Architect, which fee may be a flat amount, or Architect's standard hourly rates, as set forth in Exhibit C, and necessary consultants at 1.10 times cost. Only the Superintendent or authorized designee may authorize additional or changed services. The parties expressly acknowledge that any other District employees are without authorization to order either additional or changed services or to waive contractual requirements of this Agreement. Failure of the Architect to secure proper authorization for additional or changed services shall constitute a waiver of any and all right to adjustment in the contract price as set forth herein, and Architect shall no be entitled to compensation for such unauthorized services.

c. REIMBURSABLE EXPENSES: "Reimbursable Expenses" are in addition to compensation for Basic and Additional Services and include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit C, is subject to prior written approval by District. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval by District's authorized representative. Reimbursable expenses shall be compensated at 1.10 times the actual cost for the following expenses:

i. Expenses for authorized travel in connection with the project except for travel within the District or as otherwise agreed and set forth in writing in Exhibit C hereto.

ii. Reasonable expense of interim and final reproductions, plotting, postage and handling of drawings, specifications and other Project documents including those for use of Architect and its consultants.

iii. Long distance telephone expense related to the Project.

iv. Actual and necessary agency or permit fees, if any, paid by Architect on behalf of District in connection with the Project.

d. TIME OF PAYMENTS: Architect's compensation shall be paid by District to Architect monthly, in arrears in accordance with the following conditions:

Project: Gravenstein Union School District
Hillcrest Campus Improvements
Project No. 882

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WHEREAS, Architect represents that Architect is licensed to practice Architecture in the State of California and qualified to provide the services required by District, and

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NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is hereby agreed:

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District retains Architect to perform, and Architect agrees and undertakes to provide to District, for the consideration and upon the terms and conditions herein set forth, the Architectural services specified in this Agreement and those related services incidental thereto.

2. DESCRIPTION OF PROJECT

Architectural services shall be provided for the project known as the Gravenstein Union School District (GUSD) Hillcrest Campus Improvements and as further described in Exhibit A, Project Description and Schedule, which is hereby incorporated by reference (hereinafter Project). The Project is comprised of improvements located at Hillcrest Middle School 725 Bloomfield Road, Sebastopol, CA 95472.

Included in Exhibit A is a Project Schedule indicating duration and milestone dates for key project tasks. Architect shall perform services consistent with this schedule as required by Paragraph 21, Time Schedule. Architect shall regularly report to District on actions required to meet milestone schedule dates and recommend further refinements in the schedule.

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c. **REIMBURSABLE EXPENSES:** "Reimbursable Expenses" are in addition to compensation for Basic and Additional Services and include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit C, is subject to prior written approval by District. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval by District's authorized representative. Reimbursable expenses shall be compensated at 1.10 times the actual cost for the following expenses:

i. Expenses for authorized travel in connection with the project except for travel within the District or as otherwise agreed and set forth in writing in Exhibit C hereto.

ii. Reasonable expense of interim and final reproductions, plotting, postage and handling of drawings, specifications and other Project documents including those for use of Architect and its consultants.

iii. Long distance telephone expense related to the Project.

iv. Actual and necessary agency or permit fees, if any, paid by Architect on behalf of District in connection with the Project.

d. **TIME OF PAYMENTS:** Architect's compensation shall be paid by District to Architect monthly, in arrears in accordance with the following conditions:

i. Payments on account of Basic Services shall be made monthly in proportion to services performed within each phase as reasonably determined by District up to the following amounts (or as otherwise agreed and set forth in writing in Exhibit C hereto):

<u>UPON COMPLETION OF</u>	<u>PERCENTAGE OF TOTAL FEES</u>	<u>CUMULATIVE PERCENTAGE OF TOTAL FEES</u>
Schematic Design	15	15
Design Development	25	40
Construction Documents	35	75
DSA Approval	2	77
Bid Phase	3	80
Construction Phase	15	95
DSA Closeout	5	100

ii. Payments on account of Additional Services, shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify in writing when such services are agreed upon.

iii. Each payment to Architect shall be made monthly in the usual course of District business after presentation by Architect of an invoice approved by District's authorized representative designating services performed, method of computation of amount payable, and amount payable. For Basic Services, Architect shall be paid all undisputed amounts within thirty (30) days from receipt of approved invoice. A service charge of one and one-half percent (1.5%) of the unpaid balance shall be charged monthly on all undisputed amounts unpaid after thirty (30) days.

iv. If District terminates this Agreement at any time, with or without cause, Architect shall, upon notice of such termination, promptly cease all services. Architect's total fee for all services performed shall be computed to cover the services actually and satisfactorily performed to the date of such notice.

5. BASIC SERVICES TO BE RENDERED BY ARCHITECT

Architect's Basic Services shall consist of the following items and as further specified in Exhibit B hereto:

a. SCHEMATIC DESIGN PHASE: Architect shall review the program furnished by District, as defined in Paragraph 7.a of this Agreement, to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with District. If District requires assistance in the preparation of the program, including meetings with faculty or other representatives, this assistance shall be compensated as an Additional Service. Architect shall: prepare schematic design studies, drawings and other necessary documents showing site use and the scale and relationship of the components of the Project for District approval; meet with faculty or other representatives; prepare a written preliminary estimate of probable construction costs based on

current area, volume or other unit costs; and prepare a written time schedule for the performance of Architect's services.

b. DESIGN DEVELOPMENT PHASE: From the approved schematic design studies preparation of the design development documents consisting of site and floor plans, elevations and other drawings and documents sufficient to fix and describe the size and character of the Project as to structural, mechanical and electrical systems, kinds of materials and outline specifications, all for approval by District. Architect shall also provide District with a revised and updated written estimate of probable construction cost. Architect shall assist District in applying for and obtaining required approvals from all applicable governmental agencies.

c. CONSTRUCTION DOCUMENTS PHASE: From the approved design development documents, preparation of complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical systems and utility-service-connected equipment and site work, all for written approval by District; with assistance from District, and using the forms approved by the District and by the District's legal counsel, Architect shall prepare the bidding information, bidding forms, and the construction contract documents. Bid and contract forms and documents shall be submitted to District's legal advisor for review and approval at least ten (10) days prior to proposed publication. Architect shall assist District in filing any necessary documents for procuring the approval of any governmental authorities or other agencies having jurisdiction over the Project. Architect shall include with the delivery of the final form of construction documents Architect's final statement of probable construction cost based on adjustments to previous estimates indicated by changes in requirements or general market conditions. When the Project involves a school building, Architect shall make best efforts to ensure that the construction documents receive all required DSA - approval prior to bidding and shall ensure that DSA approval is obtained prior to Board approval of the construction contract.

d. BID PHASE: Following District's approval of construction documents and District's acceptance of Architect's final estimate of probable construction costs, Architect shall reproduce the plans, specifications and construction documents in the required number and assist District in dissemination of plans, specifications and construction documents among interested contractors, and in obtaining bids, and award and preparation of the construction contract. Architect shall schedule advertising and bidding sufficiently in advance of the regular meeting of District's Governing Board to allow time for any bid protest that may arise to be handled in conformance with the approved bid protest procedures.

e. CONSTRUCTION PHASE: The construction phase shall begin upon award of the construction contract and shall end sixty (60) days after the filing of the Notice of Completion. During this phase, Architect shall:

i. Provide general administration of the construction contract, coordinating such services with the District's construction manager as directed by District, if applicable.

ii. Advise and consult with and serve as representative of District in the general administration of the construction contract and in District's dealings with the contractor. Architect shall have authority to act for District to the extent provided in the construction contract.

However, all change orders affecting price shall be approved or ratified by the Governing Board of the District, or its designee.

iii. Provide general direction to any Project inspector employed by and responsible to District as required by applicable law. Architect shall provide assistance to District for District to direct the contractor in the preparation of a set of drawings indicating location of buried utility lines (as-built dimensions) which shall be forwarded to District upon completion of the Project.

iv. Visit the Project site at intervals appropriate to the stage of the contractor's operations in order to maintain familiarity with the progress of work and to determine in general that the contractor's work complies with the plans and specifications and that the work, when fully completed, will be in accordance with the contract documents. Such visits and determinations are to be distinguished from the continuous inspection provided by a project inspector required by law for public school construction. Architect shall neither have control over or charge of, nor be responsible for, the contractor's construction sequences or procedures, or for safety precautions and programs in connection with the contractor's work.

v. Make such regular oral and/or written reports as shall be required by District or by any other applicable reviewing or licensing agencies and keep District informed of the progress of the work by means of written reports.

vi. Review schedules, shop drawings, samples and other submissions of the contractor for general compliance with design and the contract specifications and timely notify the contractor and District of deadlines which may affect the construction schedule.

vii. Promptly notify District in writing of deviations known or observed by Architect in the contractor's work or materials or both which do not conform to the contract documents. Upon instructions from the District representative, Architect shall reject the work or materials or both which do not so conform. Architect shall then promptly inform District what further work, installation of conforming materials, or testing of proposed substitute materials, whichever may be applicable, may be required. Upon instructions from District representative, further work, conforming materials, or substitute materials, whichever may be applicable, shall be required of the contractor if determined by Architect to be necessary to carry out the intent and purposes of the contract documents and the project, based on Architect's reasonable professional judgment. Architect shall not be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract document. Architect shall be responsible for Architect's negligent acts, errors and omissions, but shall not have control over or charge of and shall not be responsible for the negligent acts, errors or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the construction work.

viii. Architect shall promptly notify District of any significant defect that an architect exercising reasonable professional judgment in the course of maintaining familiarity with the construction work would detect in materials, equipment, or workmanship which comes to Architect's attention and of any known or observed default by the contractor in the orderly and timely progression or prosecution of the work.

ix. Examine and verify the contractor's applications for payments including reviews of the status of the contractor's record drawings and approve the issuance of certificates for payment for work completed in such amount as Architect shall judge proper under the contract documents. Architect's approvals shall constitute representations to District, based on the Architect's professional evaluation of the contractor's work and on the data comprising the contractor's applications for payment, that the contractor's work has progressed to the points indicated. Architect's approvals shall not be representations that Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by District to substantiate the contractor's rights to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid on account of their contract sums.

x. Prepare and/or review any necessary change orders for approval by the contractor, District and all applicable governmental agencies, including review of the contractor's pricing requests.

xi. Provide a color schedule of all finished materials in the Project for District's review and approval.

xii. Determine dates of substantial and final completion and make final detailed on-site review of job with representatives of District and contractor, including preparation of punch list.

xiii. Collect from contractor and deliver to District all written guarantees, instruction books, diagrams, charts and as-built drawings as defined in the bid documents which are required of and assembled by contractor.

xiv. Determine the date of final completion based on full completion of all punch list items and all requirements of the Project contract, and issue Architect's certificate of completion and final certificate for payment.

xv. After notice and approval by District, Architect shall have authority to reject work which does not conform to the contract documents. Whenever Architect considers it necessary or advisable, Architect will have authority to require inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Architect to the contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

xvi. Architect shall review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Architect shall respond to contractor's requests for information relating to the construction documents. Architect's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work or in the activities of District

or of separate contractors or subcontractors, while allowing sufficient time in Architect's professional judgment to permit adequate review. If at any time it appears that the time required for such review may result in a delay, Architect shall promptly notify District of the possibility of delay, and exercise best efforts to avoid or minimize such delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor as required by the contract documents. Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

xvii. Architect shall interpret and attempt to resolve matters concerning performance of District and the contractor under the requirements of the contract documents on written request of either District or the contractor. Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of Architect shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings.

xviii. District shall require each contractor to provide District with record drawings indicating the location and size of all underground or imbedded construction and utility connections not covered in the original drawings, change orders, supplemental drawings, or shop drawings. District shall require the contractor to record such construction on reproducible drawings furnished to the contractor by District. Architect shall review the contractor's completed record drawings for general completeness based on Architect's site visits. Such a review by Architect shall not relieve the contractor of its responsibility for the accuracy or completeness of the information recorded.

f. **POSTCONSTRUCTION PHASE:** After the completion of Architect's Construction Phase services, Architect will be available for reasonable consultation relating to the Project and the plans drawn by Architect, and any disputes related to. Architect shall attend meetings, at the request of District, relating to completion of any punch list or lists; relating to any claim by the contractor or any subcontractor of extra work or delay due to the plans, alleged design flaws, alleged insufficient drawings, or the construction contract administration by Architect; or relating to any other matter germane to the completion of the Project over which Architect had general or specific control or responsibility. Architect shall assist District in compiling information necessary for Project closeout and, if applicable, shall promptly take all necessary steps to obtain a DSA closeout letter for the Project. Services after notice of completion not covered by this subparagraph shall be compensated as Additional Services in accordance with Paragraph 4.c.

g. **RESPONSIBILITY FOR CONSTRUCTION COSTS:**

i. District's budget for the Project shall include a contingency of 10 percent (10 %) over and above any estimate of construction cost or evaluation prepared or agreed to by Architect.

ii. Evaluation of District's budget for the Project, preliminary estimates of the probable construction cost and any updated estimates of the probable construction cost prepared by Architect represent Architect's judgment as a design professional familiar with the

construction industry. It is recognized, however, that neither Architect nor District has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from District's budget for the Project or from any estimate of construction costs or evaluation prepared or agreed to by Architect.

iii. In preparing estimates of construction cost, the Architect shall include and disclose reasonable contingencies for design, bidding and price escalation as agreed to by District.

iv. If bidding or negotiating has not commenced within sixty (60) days after Architect submits the construction documents to District, following review and approval by District's legal counsel, any Project budget shall be adjusted to reflect changes in the general level of prices in the construction industry.

v. Should the lowest responsible bid received exceed Architect's final estimate of probable construction costs as accepted by District by more than ten percent (10%), District shall:

- (a) award the contract and proceed with the Project;
- (b) authorize rebidding of the Project within a reasonable time;
- (c) cancel the Project and terminate this Agreement in accordance with Paragraph 15; or
- (d) direct Architect to revise the Project scope and quality as required to reduce the construction cost.

vi. If District chooses to proceed under item v.(4) above, Architect shall as part of Basic Services make such changes in plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such estimated cost. The modification of the contract documents shall be the limit of Architect's responsibility arising out of the estimate of probable construction cost. Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

vii. If the lowest responsible bid exceeds the final estimate of probable construction cost by less than 10% and District chooses to require revising the Project scope and quality to reduce the construction cost, Architect's services to make such revisions shall be considered Additional Services.

h. CONSULTANTS AND STAFF. District and Architect agree that the professional services under this Agreement require adequate staffing and continuity of qualified people. All key staff listed below have been approved by District and Architect and may not be changed without prior written approval except for an individual leaving the firms employ. If District finds the performance of an approved individual not acceptable, District will notify Architect who will take necessary corrective action. If unable to correct performance to District's satisfaction, Architect will make appropriate staffing changes acceptable to District .

<u>Position</u>	<u>Individual</u>	<u>Firm</u>
Principal in charge / Project Architect	Doug Hilberman	AXIA Architects
Project Manager	Karen Pregler	AXIA Architects
Job Captain	Jason Weaver	AXIA Architects
Principal Engineer, Structural	Kevin Zucco	ZFA Structural Eng.
Principal Engineer, Mechanical	Tim Souza	TEP Engineers
Principal Engineer, Electrical	Terry Szalai	Suite 16 Electrical

i. All engineers and experts and consultants employed by Architect not listed herein shall be approved in writing in advance by District prior to their engagement. Architect shall supervise and shall be responsible for the work of consultants hired by Architect. Architect shall confer and cooperate with landscape architects, educational planners, and other professional consultants employed by District.

ii. Architect shall cause each engineer and consultant listed above, before the time such engineer or consultant shall commence any services relating to the Project, to provide District with evidence that each such engineer and consultant has in effect a policy of comprehensive general liability insurance, which shall have the same limits, endorsements and requirements as specified in Paragraph 9 of this Agreement, and, in addition, is covered by a policy of professional liability insurance in a minimum amount of \$1,000,000.00 with an insurance carrier satisfactory to District.

iii. Architect shall promptly notify District of reassignment or replacement of engineers, consultants and experts specified above. Architect shall also notify District of staff changes of all other key personnel working on the Project.

iv. Architect, as part of the Basic Services, shall furnish, at Architect's own expense, all draftsmen and clerical personnel necessary to perform the Basic Services described herein.

i. Architect shall promptly notify District of any significant defect that an Architect exercising reasonable professional judgment in the course of maintaining familiarity with the construction work would detect in materials or equipment which comes to Architect's attention and of any known or observed default by the contractor in the orderly and timely progression or prosecution of the work.

j. Architect shall not make modifications to plans, designs or specifications which would increase the size or scope of the project or which would increase the probable cost of construction, without the prior express written instruction of District. Before performing any substantial work on any modification or change in design, plans or specifications, Architect shall notify District in writing of the amount of any increase in the probable cost of construction due to any such proposed modification or change.

k. Architect will consult as necessary with representatives of District and with representatives of any funding, licensing, or reviewing agencies or organizations concerned in the

Project throughout the planning and construction of the Project and the postconstruction phase noted above.

l. Architect, as part of the Basic Services, shall furnish, at Architect's own expense, all draftsmen and clerical personnel necessary to perform the services described herein.

m. As part of Basic Services, Architect shall provide those specific services designated as Architect's tasks and responsibilities in Exhibit B hereto.

6. ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

The following services are not included in the Basic Services. These additional services shall be provided by Architect if authorized in writing by District.

a. Providing analyses of District's needs, and programming requirements of the Project as set forth in Paragraph 7.a.

b. Providing financial feasibility or other special studies.

c. Providing extensive planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.

d. Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

e. Providing services to investigate existing conditions or facilities or to make measured drawings thereof, when there are no existing drawings, or to revise or verify the accuracy of drawings or other information furnished by District.

f. Providing detailed quantity surveys or inventories of material, equipment and labor.

g. Providing services required for or in connection with the selection of furniture and furnishing or equipment or articles not included in the construction contract.

h. Providing services for planning tenant or rental spaces. Preparing contract documents required in connection with temporary housing during or related to construction.

i. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given or are due to causes beyond the control of Architect.

j. Preparing supporting data and other services such as extra drawings, trips, estimates, studies, correspondence and presentations in connection with change orders if the change in the basic compensation resulting from the adjusted contract sum is not commensurate with the services required of Architect.

k. Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by District.

l. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 4.a. as may be required in connection with the replacement of such work.

m. Providing professional services made necessary by the failure of performance, termination or default of the contractor or a subcontractor or by major defects in the work of the contractor or a subcontractor in the performance of the construction contract, except as provided in Paragraph 5(f).

n. Preparing a set of reproducible record prints of drawings showing significant changes in the work made during the construction process, based on marked-up prints, drawings and other data furnished by the contractor to Architect.

o. Providing ongoing services if the agreed upon initial construction schedule is exceeded by more than sixty (60) days through no fault of the Architect.

p. As requested by District in writing, preparing to serve or serving as an expert witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, that does not pertain in any way to Architect's services under this Agreement.

q. Providing any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted Architectural practice.

r. Community and other public liaison services: Preparation time and materials for presentation to community for all required community meetings excluding District board meetings; attending community and other public meetings in excess of four, excluding District board meetings.

s. Drawings and documents required for the demolition process beyond the standard demolition set forth in this Agreement.

t. Services for the following disciplines: detailed cost estimating, acoustical engineering, signage and graphics (other than for code-required signage), energy management, food service, off-site civil engineering, and security engineering, fire protection engineering, and landscape Architect.

u. Time and expenses preparing special presentation models, renderings or mock-ups.

v. Enactment or revisions of codes, laws or regulations or changes in official interpretations which necessitate changes to previously prepared documents other than those changes for which Architect should have reasonably foreseen.

w. Seeking variances or changes to agency guidelines on behalf of District when so directed by District.

- x. Formal value engineering and detailed life-cycle cost analyses beyond those normally provided or required to meet the approved construction budget.
- y. Preparation of design and documentation for alternate bid or proposal requests by District when not required to meet the approved construction budget.
- z. Preparing District-generated addenda during the Bidding Phase other than those needed to clarify the construction documents.
 - aa. Assistance with environmental and EIR studies other than those which would normally be required to complete Architect's Basic Services.
 - bb. Coordination of construction performed by District's own forces or coordination in connection with equipment supplied by District and not reflected within the contractor's construction costs.
 - cc. Providing assistance in the utilization of any equipment or system such as preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
 - dd. Services related to furniture, furnishings, equipment or other articles incorporated in to the construction documents by Architect and not included in the construction contract.
 - ee. Services related to manufactured relocatable buildings specified or coordinated by Architect and not included in the construction contract.
 - ff. If the Project is suspended by District for more than sixty (60) consecutive days through no fault of Architect, the parties shall negotiate equitable adjustment to Architect's compensation due to such suspension.
 - gg. Preparation of Energy Compliance documentation beyond basic California Building Code requirements.
 - hh. Services related to project phasing.

7. RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

- a. Make available to Architect all necessary data and information concerning the purposes and requirements of the Project, including realistic scheduling and budget limitations and a program which sets forth District's objectives, space requirements and relationships, site requirements, facilities standards, special equipment and systems. If District requires Architect's assistance in developing any such information, Architect shall be compensated as an Additional Service in accordance with Paragraph 6.
- b. Upon Architect's request, furnish Architect with a survey in an electronic CADD format approved by Architect of the Project site prepared by a registered surveyor or civil engineer which shall indicate legal limitations, existing structures, land features, improvements, sewer, water, gas, electrical and utility lines and locations including inverts and depths, topographical information and boundary dimensions of the site, and provide a soils investigation report, if required by law, and a geological report.

- c. Pay all fees required by any reviewing or licensing agency.
- d. Designate a representative authorized to act as liaison between Architect and District in the administration of this Agreement and the construction contract.
- e. Furnish at District expense the services of any Project inspector agreed to or required by law.
- f. Review all documents submitted by Architect and advise Architect of decisions thereon within a reasonable time after submission.
- g. Issue any orders to contractors through Architect or with notice to Architect.
- h. Notify Architect in writing of any deficiencies in material or workmanship becoming apparent during the contractor's guarantee period.
- i. Retain a testing service for materials testing and inspection as required by the Department of General Services, Division of State Architect, Office of Regulatory Services and Title 21 and 24 of the California Code of Regulations and the Uniform Building Code with California amendments, as they may be amended from time to time.
- j. Provide copies of floor plans of existing buildings to be remodeled.
- k. Provide other services identified as "District's Responsibilities" in Exhibit B.

8. INDEMNITY

To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the District, the Governing Board of District, each member of the Board, and the District's officers, agents and employees from all claims or suits of any kind that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect and/or Architect's agents, consultants, or employees, but excluding liability to the extent resulting from the active or sole negligence or willful misconduct of District. This indemnification obligation is not limited in any way or by any limitation on the amount or type of damages or compensation payable to Architect or its agents and employees under applicable policies of insurance, workers' compensation acts, disability benefits acts, or other employees, benefits acts. This indemnification obligation survives the performance of architectural services under this Agreement or any termination under the provisions of this Agreement.

9. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Architect, at Architect's sole cost and expense, shall take out and maintain at all times during the life of this Agreement, personal injury and property damage insurance for activities of Architect and Architect's subcontractors arising out of or in connection with this contract, written on a comprehensive or commercial general liability form, including blanket contractual, completed

operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than \$1,000,000 combined single limit personal injury and property damage for each occurrence in an annual aggregate of no less than \$2,000,000.00 or as may be agreed upon between District and Architect. Such insurance must be written by an admitted company or companies licensed to do business in the State of California at the time the policy is issued, and acceptable to District.

a. ENDORSEMENTS: Such general liability policy (or policies) specified above shall be endorsed with the following specific language:

The District is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Agreement.

The general liability policy (or policies) specified above shall also be endorsed with or include the following specific or equivalent language:

(1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured.

(2) The insurance provided herein is primary and no insurance held or owned by District shall be called upon to contribute to a loss.

(3) Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days written notice given to District.

(4) The certificate must state that the insurance is on an occurrence (not a claims-made or modified occurrence) basis.

b. DOCUMENTATION: The following documentation of insurance shall be submitted to District and approved prior to execution of this Agreement:

Certificates of insurance showing the limits of insurance provided and signed copies of the specified endorsements for each policy.

At the time of making application for an extension of time, Architect shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

c. If Architect fails to maintain such insurance, District may take out such insurance to cover any damages for which District might be held liable on account of Architect's failure to pay such damages or to provide the required insurance coverage, and deduct and retain the amount of the premiums from any sums due Architect under the Agreement.

Nothing herein contained shall be construed as limiting in any way the extent to which Architect or any Architect's employees, agents, consultants, or subcontractors may be held responsible for payment of damages resulting from its operations.

10. WORKERS' COMPENSATION INSURANCE

Before the Agreement is entered into, Architect shall furnish to District satisfactory proof that Architect and all engineers, consultants, and subcontractors Architect intends to employ have taken out, for the period covered by the proposed contract, full compensation insurance and Employer's Liability with an insurance carrier satisfactory to District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the act of the Legislature of the State of California, known as the Workmen's Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto. Such insurance shall be maintained in full force and effect during the period covered by the contract. In the event Architect is self-insured, Architect shall furnish a valid Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to District.

11. ERRORS AND OMISSIONS INSURANCE

Before the Agreement is entered into, Architect shall furnish to District satisfactory proof that Architect has and shall maintain in force for the period covered by this Agreement, professional liability (errors and omissions) insurance covering Architect's activities, in the amount not less than \$2,000,000.00 with an insurance carrier satisfactory to District. In addition, to the extent that the activities and services of engineers or consultants are not covered under Architect's professional liability insurance, Architect shall cause each engineer and consultant, before the time such engineer or consultant shall commence any services relating to the project, to obtain and maintain a policy of professional liability insurance in an amount of not less than \$1,000,000.00 with an insurance carrier satisfactory to District.

Architect shall provide a copy of the insurance policies to the District upon request, and the policies, or certificates thereof, must contain the provision that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to District.

12. ERRORS AND OMISSIONS

In addition to any other remedy which may be available to District under this Agreement or under the laws of the State of California, District may require Architect to pay all reasonable costs made necessary and to the extent caused by any negligent or intentional error or omission of Architect, including, but not limited to, costs for the removal or replacement of materials and labor or both, and Architect shall not receive any fee for any of its work performed in correcting said error or omission. Notwithstanding the foregoing, District shall pay for the cost of any actual materials and labor which were omitted for any reason, but only to the extent contract price obtained from the contractor was lower by reason of the omission.

13. COMPLIANCE WITH LAWS

a. Architect's services and performance under this Agreement shall meet the standard of due care for Architects in the community in which the Project is being constructed. Using reasonable professional judgment, Architect shall determine compliance with and interpretation of all applicable requirements of federal, state and local law including, but not limited to, the Uniform Building Code with California amendments, the Education Code, Title 19, and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services, as these codes and regulations may be amended from time to time. Conflicts of codes or regulations which should be disclosed, based on Architect's reasonable professional judgment and based on the Project schedule, scope of services or significance of the conflict, shall be made known to District and its legal advisor.

b. Architect and all engineers, and consultants retained by Architect in performance of this Agreement shall be licensed as required by law to practice in their respective professions.

14. RECORDS

Architect shall maintain all records concerning the project for a period of four years after its completion or a longer term if there is litigation regarding the Project. Architect shall keep and maintain full and complete documentation and accounting records concerning all additional services performed that are compensable by other than a flat rate. Architect shall make such documents and records available to authorized representatives of District for inspection or audit at any reasonable time and shall provide copies thereof to District upon request.

15. TERMINATION OF CONTRACT

a. District shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Architect and upon compensation to Architect as set forth in paragraph 4.f.iv. above. If District terminates this Agreement under this provision the parties shall be relieved of the remaining executory obligations of the Agreement except for such liability arising out of services performed prior to the date of termination.

b. District may, at its election, terminate this Agreement if Architect defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days following written notice, or if the default cannot be cured within 15 days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from District. If District terminates this Agreement based upon the material default of Architect, District shall be entitled to pursue any remedy available under the law against Architect including, without limitation, an action for damages for breach of contract.

c. Architect may, at its election, terminate this Agreement if District defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days, or if the default cannot be cured within 15 days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. If Architect terminates this Agreement based upon the material default of District, Architect shall be entitled to pursue any remedy available under the law against District, including, without limitation, an action for damages for breach of contract.

d. Upon termination of this Agreement per Article 15.b. above, Architect shall promptly and without further cost or charge to District, deliver to District all of the documents and other work product relating thereto.

16. ARCHITECT AN INDEPENDENT CONTRACTOR

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

17. STANDARDIZED MANUFACTURED ITEMS

Architect shall consult with and cooperate with District's staff in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor covering, shall be standardized to District's criteria so long as the same does not seriously interfere with building design. Architect is responsible for ensuring that any specification calling for a designated material, product, thing, or service by a specific brand or trade name is drafted in compliance with Section 3400 of the Public Contract Code.

18. OWNERSHIP OF DOCUMENTS

Pursuant to Section 17316 of the Education Code, plans approved by the agency of jurisdiction including, but not limited to, record drawings, specifications, and estimates prepared by Architect pertaining to the Project pursuant to this Agreement shall be and shall remain the property of District. Nothing in this paragraph shall preclude District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on or adjacent to the site.

Any use or re-use or modification of any portion of the plans, specifications, or estimates or other documents prepared by Architect under this Agreement, by District or any other person with District's consent, for any purpose other than as contemplated in this Agreement, shall be at the sole risk of District and without liability to Architect, with no warranty of merchantability or fitness, and District shall indemnify, hold harmless and defend Architect and its officers, directors, agents, employees and consultants from all claims of any kind arising out of such use, re-use or modification of said plans, specifications, estimates or other documents prepared by Architect.

After the completion of this Project, Architect shall not permit any reproductions to be made of any District owned documents without the written approval of District and shall refer all requests for such documents by other persons to District.

The Architect and District shall have the right to include photographic or graphic representations of the design of the Project among their respective promotional and professional materials.

19. DISPUTE RESOLUTION PROVISIONS

a. NONBINDING MEDIATION

i. Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to nonbinding mediation if the parties mutually agree.

ii. A request for mediation shall be filed in writing with the other party to this Agreement.

iii. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

b. **ADVISORY ARBITRATION**

i. Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to arbitration if the parties mutually agree. Prior to arbitration, the parties may endeavor to resolve disputes by mediation in accordance with the mediation provisions above.

20. SUCCESSORS AND ASSIGNMENTS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Architect shall not assign or transfer by operation of law or otherwise any or all of Architect's rights, burdens, duties, or obligations, professional or otherwise, without the prior written consent of District's Governing Board. Any attempted assignment without such consent shall be invalid.

21. TIME SCHEDULE

a. **TIME SCHEDULE:** Time is of the essence in the performance of this Agreement. Architect shall perform all services hereunder as is consistent with professional skill and care and the orderly progress of the Project. Architect shall submit for District's approval, as part of Exhibit A hereto, a schedule for the performance of Architect's services which shall be adjusted, as required, as the Project proceeds, and shall include allowance for periods of time required for District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The schedule when approved by District shall not be exceeded unless extended in writing by District. Architect shall at all times maintain adequate staffing and resources necessary for the timely performance of Architect's services under this Agreement. Architect shall review and respond to submittals, requests for information, and the like, so as to avoid delays in the work.

b. **DELAYS:** If Architect is delayed in Architect's services by acts of District or its employees or those in a direct contractual relationship with District or by the California Department of General Services or other agencies having jurisdiction over the Project or by acts of God or any other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence or reasonable control on the part of Architect, the time for Architect's performance shall be extended accordingly. Notwithstanding the foregoing, Architect shall endeavor to avoid or minimize such delay. District shall not be liable for the damages to Architect on account of such delays.

22. HAZARDOUS MATERIALS

Unless otherwise specified, the services provided under this Agreement do not include the discovery, identification, removal, handling, or disturbance of any hazardous substances or materials at the project site. If such substances or materials are knowingly encountered by Architect, construction work shall cease in that area and District shall be notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to District.

23. SCHOOL SITE CONDITIONS

District has determined that fingerprinting is not applicable to this Agreement, however, Architect expressly acknowledges that the following conditions shall apply to any work performed by Architect and/or Architect's employees or agents on a school site: (1) Architect and Architect's employees or agents shall check in with the school office each day immediately upon arriving at the school site; (2) Architect and Architect's employees or agents shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Architect and Architect's employees or agents shall not change locations without contacting the school office; (4) Architect and Architect's employees or agents shall not use student restroom facilities; and (5) if Architect and/or Architect's employees or agents find themselves alone with a student, Architect and Architect's employees or agents shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

24. MISCELLANEOUS

The following terms and conditions shall applied to this Agreement:

a. **GOVERNING LAW AND VENUE:** This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Venue shall be in the Superior Court of the State of California in the County of Sonoma.

b. **ENTIRE AGREEMENT:** This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreement shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

c. **SEVERABILITY:** Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

d. **NON-WAIVER:** None of the provisions of the Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. District's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision.

e. **DISCRIMINATION PROHIBITED:** It is the policy of District that in connection with all work or services performed under contracts, there will be no discrimination

against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. Architect agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code section 12900, et seq. In addition, Architect agrees to require like compliance by any consultants or subcontractors employed on the Project.

f. **DISABLED VETERANS PARTICIPATION GOALS:** In accordance with Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (“DVBE”) of at least 3 percent per year of the overall dollar amount of funds allocated to District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such Project, Architect shall provide appropriate documentation to District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that District can assess its success at meeting this goal.

g. **RETENTION OF DVBE RECORDS:** Architect agrees that, for all contracts subject to DVBE participation goals, the State and District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Architect agrees to provide the State or District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Architect agrees to maintain such records for a period of three years after final payment under the contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____, 20____.

ARCHITECT

DISTRICT

By: _____

By: _____

EXHIBITS:

- Exhibit A: Project Description and Schedule
- Exhibit B: Tasks and Responsibilities
- Exhibit C: Compensation and Schedule of Hourly Billing Rates
- Exhibit D: Architectural/Engineering Fee Schedule

Exhibit A – Project Description and Schedule

Gravenstein Union School District
Hillcrest Middle School Campus Improvements
AXIA Job No. 882
March 26, 2013

Hillcrest Middle School Campus Improvements

Project Description:

Hillcrest Middle School

The project will generally consist of design services related to site improvements, utility upgrades, remodeling/additions on the Hillcrest Middle School campus associated with a new classroom wing for music and science, accessibility upgrades, and fire alarm upgrades.

Estimated Project Schedule: (see attached)

Exhibit B – Tasks and Responsibilities

(Insert matrix or other description of tasks and responsibilities)

Note: It is important that DISTRICT and ARCHITECT communicate with one another clearly to allocate and coordinate the tasks and responsibilities listed in the matrix.

Exhibit C – Compensation and Schedule of Hourly Billing Rates

The Architect’s total compensation consists of basic services, additional services and reimbursable expenses as follows:

Basic Services

The Architectural fee arrangement for Basic Services may be any of the following:

1. A lump sum amount mutually agreed to, calculated based on the fee schedule described below, or estimating hours at billing rates or by negotiation of a mutually acceptable amount.
2. A percentage of construction cost based on a mutually agreed formula or fee schedule as described below. The initial budget is as follows:

Hillcrest Middle School \$ 1,794,400

The budget will be adjusted upon completion of the schematic design phase and the design development phase whereupon the Architect and Owner mutually agree on the budget relative to the scope of the project at that time.

3. Time and material at rates in the Agreement with an estimated not-to-exceed amount.
4. A combination of these options, as described below, for example a percentage fee through Schematic Design or Design Development after which the final lump sum fee shall be negotiated or calculated on a pre-agreed formula based on the Architect’s scope definition and cost estimate.

For Basic Services under this Agreement, the parties have agreed to a percentage of construction cost, under option 2 above, with an initial fee not to exceed \$204,884 The not to exceed fee will be recalculated and adjusted up or down at the completion of the Schematic Design Phase and again at the Design Development Phase based on detailed cost estimates at each phase and invoiced accordingly. The actual fee for Basic Services will be based on the Design Development Detailed Cost Estimate. Any significant change in the scope of work as authorized by the District prior to bidding will generate a revision of the fees concurrent with the revised scope of work.

Architect will be compensated for change order items that provide added value to the project, correct minor errors or omissions in the contract documents per Article 12 or are initiated by the District involving a change in the scope of work.

The Initial Fee Schedule is as follows:

<u>UPON COMPLETION OF</u>	<u>PERCENTAGE OF TOTAL FEES</u>	<u>CUMULATIVE PAYMENT OF TOTAL FEES</u>
Schematic design phase	15	\$ 30,733
Design development phase	25	\$ 51,220
Construction documents phase	35	\$ 71,709
DSA approval	2	\$ 4,098
Bid phase	3	\$ 6,147
Construction phase	15	\$ 30,733
Project Closeout	5	<u>\$ 10,244</u>
		\$204,884

Additional Services

Any additional services that may be required during the project must be requested by Architect and approved in writing by District before they are performed. Additional Services shall be compensated as described in Article 4.

Reimbursable Expenses

The Architect has estimated and the District has accepted the following reimbursable expenses to be billed at 110% of cost. The Architect may not exceed the total estimated amount unless approved in writing by District in advance.

Automobile travel	<u>\$0.57 Per Mile</u>
Telephone	<u>\$ Per Billing</u>
Printing	<u>\$ As Invoiced</u>
Plotting	<u>\$ As Invoiced</u>
Models and mockups	<u>\$ As Invoiced or Hourly</u>

Standard Hourly Billing Rates

The following hourly rates shall be used for any Time and Materials services above or for any calculation of future services:

Principal-in-Charge	<u>\$ 185</u>
Principal-in-Charge/Design	<u>\$ 185</u>
Architect	<u>\$ 150</u>
Project Manager	<u>\$ 175</u>
Job Captain / Drafter	<u>\$ 115</u>
Administrative Assistant	<u>\$ 75</u>
Consultants:	1.10 times the consultants' standard hourly rates not to exceed a base rate of <u>\$195</u> per hour.

These rates shall be adjusted annually on the anniversary date of the Agreement in accordance with the Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics for "All Urban Consumers" in "San Francisco-Oakland" for "All Items."

**RESOLUTION OF THE BOARD OF THE
GRAVENSTEIN UNION ELEMENTARY SCHOOL DISTRICT**

TIER III CATEGORICAL FLEXIBILITY

WHEREAS as added and amended by SBX3 4, ABX4 2, and SB 70, Education Code 42605 grants districts flexibility in "Tier III" categorical programs and authorizes districts to use these funds for "any educational purpose, to the extent permitted by federal law." For the 2008-09 fiscal year to the 2014-15 fiscal year, inclusive, local educational agencies that use the flexibility provision of this section shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory, and provisional language.

WHEREAS as a condition of receipt of the funds, the governing board is required, at a regularly scheduled open public hearing, to take testimony from the public, discuss, and approve or disapprove the proposed use of funding and to make explicit the purposes for which the funding will be used;

WHEREAS Assembly Bill (AB) 189, became effective January 1, 2012, and requires the Tier III public hearing to be held prior to and independent of a meeting at which the budget is adopted. AB 189 also requires a governing board to identify in the notice of the public hearing, any Tier III program that is proposed to be closed;

WHEREAS attached to this resolution is a list of specific programs for fiscal year 2013-14, the estimated funding amounts, and the proposed activities for which the funds are to be expended identified by SACS function codes;

THEREFORE, BE IT RESOLVED that, following a public hearing in which public testimony was taken, discussion regarding the proposed uses of the funds took place, and programs proposed to be closed were identified, the Gravenstein Union Elementary School District adopts this Resolution approving the proposed uses of the funds as shown on the attached list for the fiscal year 2013-14.

PASSED AND ADOPTED this 8th Day of May 2013 by the following vote:

Ayes:

Noes:

Abstained:

Absent:

ATTEST:

Secretary, Board of Trustees

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Gravenstein Union School District ("District") intends to conduct a Public Hearing on May 8, 2013, at 5 P.M. to consider a resolution concerning the approval of a Flexibility Transfer Authority contained within SBX3. The Public Hearing shall be held at the Gravenstein School, 3840 Twig Ave, Sebastopol, California.

The Flexibility Transfer Authority contained within SBX3 4, is on file in the District Office and is available for public review. Members of the public are invited to provide comment at the Public Hearing, or, in writing, which is received on or before May 8, 2013.

Any person challenging in court the decision made at the conclusion of the Public Hearing may be limited to raising only those issues raised at such hearing or in correspondence delivered to the school district prior to the close of such hearing.

Information on this matter may be obtained at the offices of the District located at 3840 Twig Avenue, Sebastopol, California, 95472 or by calling the District at 707/823-7008.

Dated: May 3, 2013

Gravenstein Union School District

**NOTICE OF PUBLIC HEARING
GRAVENSTEIN SCHOOL DISTRICT**

Date: May 8, 2013

Time: 5 P.M.

Location: ROOM 13, GRAVENSTEIN ELEMENTARY SCHOOL, SEBASTOPOL, CA.

Purpose:

A public hearing will be held for the purpose of taking testimony from the public, discussing the proposed receipt and use of the Tier III categorical funds, identifying closed programs, and approve or disapprove the proposed use of funding from the 39 programs identified in E.C. 42605 for the

Budget Item	Resource Code	Program Description	Available Funding	Function Code - Use of Funding	Active	Partial	Closed
6110-265-0001	6760	Arts & Music Block Grant	\$ 7,639.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-190-0001	2430	Community Day Schools	\$ 65,083.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-188-0001	6205	Deferred Maintenance Apportionment	\$ 19,507.00	8000-8999 Plant Services	X		
6110-124-0001	7140	Gifted and Talented Education	\$ 17,215.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-189-0001	7156	Instructional Materials Realignment	\$ 28,054.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-137-0001	7294/7296	Staff Development: Math & Reading/ English Learner	\$ 5,011.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-108-0001	7080	Supplemental School Counseling	\$ 8,352.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-268-0001	0000	Oral Health Assessment Program	\$ 403.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-260-0001	6258	Physical Education Teacher Incentive Grants	\$ 29,350.00	1000-2999 Instruction and Instruction-Related Services			X
6110-193-0001	7271/7275/7295	Peer Assistance & Review/ Staff Development	\$ 3,598.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-245-0001	7393	Professional Development Block Grant	\$ 17,363.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-247-0001	7395	School & Library Improvement Block Grant	\$ 67,481.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-228-0001	6405	School Safety & Violence Prevention, Gr. 8-12	\$ 4,162.00	8000-8999 Plant Services	X		
6110-246-0001	7394	Targeted Instructional Improvement Block Grant	\$ 8,396.00	1000-2999 Instruction and Instruction-Related Services	X		
Total Tier III Funding			\$281,614.00				

**COMPREHENSIVE
DISTRICT-WIDE PLAN
TO IMPROVE STUDENT PERFORMANCE**

GRAVENSTEIN UNION SCHOOL DISTRICT

**FOR THE
2013-14
SCHOOL YEAR**

School Vision and Mission Statement

We, the Gravenstein Union School District, are dedicated to academic excellence and the cultivation of individual strengths and talents in a caring and cooperative environment. Our sense of community fosters a high level of ethical, responsible citizenship. State and district policies support our common goal.

GOALS:

1. School Environment
 - a. Positive, non-threatening environment with consistent discipline.
 - b. Students will learn the value of respecting oneself, each other and authority.
 - c. Pro-active interventions for at-risk students.
 - d. Strive for optimum class sizes.

2. Curriculum & Assessment
 - a. Develop a set of standards-based (grade-specific) curriculum brochures, report cards, strategies and practices utilizing California state standards.
 - b. Standardize and adopt state board adopted curriculum and materials to ensure student success and to meet high school entrance and exit exam requirements.
 - c. Students will meet eighth grade proficiency standards for graduation.

3. Coordination of School District and Community
 - a. Articulation and coordination of curriculum with the State of California. Encourage district connection with Governor's Initiative trainings for professional development.
 - b. Volunteerism-students in the community and community in the school.
 - c. Recruit and encourage business and professional interaction with the school.

School Profiles

Gravenstein Union School District is a K-8 school district with an enrollment of approximately 710 students, most of who come from English speaking homes with a variety of socio-economic backgrounds. The district is located in the western rural section of Sebastopol in Western Sonoma County. The district serves a primarily rural population in an area of limited growth. Approximately ninety four percent of the property located within the school district boundaries is zoned “rural residential” in the Sonoma County General Plan. This zoning classification also affects the number of students living within the district.

There are four schools in the district for school year 2013-14. Gravenstein Elementary School is a K-5 charter conversion school. Gravenstein First is the name of the 1st grade school of approximately 30 students. Hillcrest Middle School is a 6th - 8th grade middle school which is a charter conversion school, and the district also has a Community Day School. The district has a K-8 Creative Arts Magnet/GATE Program at both campuses (ENRICH!).

The sites reflect the rural nature of the community. The relatively small enrollment at each site, excellent staff and very involved parents have worked together to establish a student body that has achieved some of the highest API scores in Sonoma County for the last eight years.

All classes K-6 are self-contained. Primary classes (K-3) have an approximate ratio of 20-1 and middle grades average an approximate ratio of 25-1. Instructional and temporary support assistants, paid by categorical monies, are utilized in Grades K-8 according to need in the classroom. Instructional assistants work in conjunction with the Special Education Teachers to instruct in Learning Labs at both campuses. The Learning Labs are operated through combining categorical funding to serve students who need intervention or tutoring. Students are provided service according to their need – regardless of whether they qualify for special education or not. This setting provides additional services in the areas of Reading/Language Arts and Math to identified and/or below-grade-level students. Other services available to Gravenstein Union School District students (on both campuses) include the Speech and Language Program and a school psychologist. The same services are available at the middle school campus. Hillcrest Middle School has a counselor for academic counseling.

Students in grades K through 5 receive music instruction one day per week and additional band time by the district’s music specialist. Visual art is also part of the Gravenstein School program. Classroom teachers and an art specialist provide this program. Hillcrest Middle School has a variety of scheduled music, art and drama programs. Our Grade K-8 Creative Arts Magnet/GATE Program does include additional field trips and visual and performing arts.

The school district utilizes two violence/bully prevention curriculum programs. *Second Step* is a state-approved violence prevention program for grades Preschool through eighth grade. Empathy, Emotion Management, Impulse Control, Problem Solving and Anger Management are some of the topics covered. Similar topics to *Second Step* are discussed through this program to include recognizing “bully” behaviors in yourself and others and how to react to these behaviors (or prevent the behaviors) in a non-violent manner. Although HIV/AIDS Education is presented at the 7th or 8th grade level, sex education is an area that the school board and the site council have discussed as a possible addition to the 7th/8th curriculum.

Hillcrest Middle School has been nominated for both California Distinguished School and National Blue Ribbon Award for 2013.

STAR Scores-2008-2009-2010-2011-2012

Student Groups Performing at or above Proficient Performance Standards on California Standards Testing (CST)
STAR test results, 2008, 2009, 2010, 2011 and 2012:

				2nd grade (2012) 79% Prof. or above in ELA 84% Prof. or above in Math
			2nd Grade (2010) 66% Prof. or above in ELA 78% Prof. or above in Math	2nd grade (2011) 83% Prof. or above in ELA 81% Prof. or above in Math
				3rd grade (2012) 77% Prof. or above in ELA 86% Prof. or above in Math
			3rd Grade (2010) 64% Prof. or above in ELA 75% Prof. or above in Math	3rd grade (2011) 64% Prof. or above in ELA 72% Prof. or above in Math
	2nd Grade (2009) 68% Prof. or above in ELA 90% Prof. or above in Math			4th grade (2012) 84% Prof. or above in ELA 79% Prof. or above in Math
		3rd Grade (2009) 73% Prof. or above in ELA 86% Prof. or above in Math		5th grade (2012) 78% Prof. or above in ELA 71% Prof. or above in Math 82% Prof. or above in Science
			4th Grade (2010) 91% Prof. or above in ELA 79% Prof. or above in Math	4th grade (2011) 84% Prof. or above in ELA 83% Prof. or above in Math
				6th grade (2012) 91% Prof. or above in ELA 79% Prof. or above in Math
2nd Grade (2008) 74% Prof. or above in ELA 84% Prof. or above in Math			5th Grade (2010) 85% Prof. or above in ELA 69% Prof. or above in Math 80% Prof. or above in Sci.	5th grade (2011) 88% Prof. or above in ELA 77% Prof. or above in Math 85% Prof. or above in Sci.
	4th Grade (2009) 80% Prof. or above in ELA 84% Prof. or above in Math			7th grade (2012) 92% Prof. or above in ELA 79% Prof. or above in Math
		5th Grade (2009) 73% Prof. or above in ELA 75% Prof. or above in Math 71% Prof. or above in Science		6th grade (2011) 79% Prof. or above in ELA 82% Prof. or above in Math
			6th Grade (2010) 82% Prof. or above in ELA 77% Prof. or above in Math	7th grade (2011) 84% Prof. or above in ELA 65% Prof. or above in Math
				8th grade (2012) 86% Prof. or above in ELA 66% Prof. or above in Alg. 1 (no General Math) 93% Prof. or above in Science 85% Prof. or above in History
		6th Grade (2009) 78% Prof. or above in ELA 76% Prof. or above in Math	7th Grade (2010) 86% Prof. or above in ELA 67% Prof. or above in Math	8th grade (2011) 81% Prof. or above in ELA 69% Prof. or above in Alg.1 37% Prof./above in Gen.Math 86% Prof. or above in Sci. 86% Prof./ above in History
5th Grade (2008) 72% Prof. or above in ELA 75% Prof. or above in Math 70% Prof. or above in Sci.			8th Grade (2010) 80% Prof. or above ELA 48% Prof. or above in Alg. 1 41% Prof. /above - Gen.Math 86% Prof or abovr in Science 75% Prof. or above in History	
	7th Grade (2009) 87% Prof. or above in ELA 65% Prof. or above in Math			
6th Grade (2008) 67% Prof. or above in ELA 58% Prof. or above in Math				

Alignment of Curriculum, Instruction and Materials to Content and Performance Standards:

RANKING-All Materials are State standards aligned. Report cards are standards aligned at Grades K-5.

All of the curriculum materials we use in the areas of Reading-Language Arts (adopted 2009 for K-5) and Math (adopted 2008 grades 6-8) are aligned with the State Standards. K-8 History/Social Studies and Science textbooks have been ordered during the 2006-07 and 2007-08 school year. Report cards are aligned to reflect progress through the standards at each grade level in grades K-5. Curriculum brochures are completed at the K-8 level.

Alignment of Staff Development to Content Standards and Assessed Academic Need:

RANKING- Completed for 100% of staff in the area of Language Arts K-5.

On going staff development is provided for our staff on the adopted Language Arts or Math Textbooks. We will be constantly assessing the need for staff development and providing the necessary in-service training.

Availability of standards based instructional materials appropriate to all student groups:

RANKING -completed

We have state adopted Language Arts textbooks for grades K-5 (Open Court-*Imagine It* 2009), McDougal Littel for grades 6-8, Social Sciences for grades K-5 (Harcourt), Social Sciences for grades 6-8 (History Alive), Glenco-McGraw Hill Science for grades K-5, McDougall-Littel Science for grades 6-8, Glenco Spanish for grades 6-8, Wright Group Spanish for grades 4-6. Harcourt Math (grades K-5) and CGP Math 2008 adoption (grades 6-7-8) are the adopted mathematics textbooks.

RANKING - completed

We have adopted State approved ELA Intervention Materials in grades 3-8 for students 2 years below their grade level (*Jane Greene-LANGUAGE!*). We have also adopted *Fast Forward* Math Intervention materials. Our Learning Lab is providing assistance for students who qualify for Special Ed services and/ or non-proficiency in ELA or Math. Before/After/ or lunchtime tutoring also takes place informally all year.

Services Now Provided by Categorical funds to Enable Low Performing Students to Meet Standards:

RANKING- Adequate to Above average

Categorical monies pay for the Learning Labs and instructional aides. These instructional aides spend a majority of their time working with students who are low performing. These assistants lower the child/teacher ratio when working with low performing students. The Learning Lab staff is paid out of categorical funds. The Learning Labs serve non-proficient in ELA and/or Math and Special Education students.

Use of Results of State and Local assessments to modify instruction and improve student achievement:

RANKING – continuing in progress

CATEGORICAL FUNDING

The following state and federal categorical funds were allocated to this school through the Consolidated Application, Part II to enable all students to meet state and local academic performance standards and grow targets. Additional funds (listed under "Other) may be allocated in accordance with district policy.

EIA/SCE LEP - \$35,866 -- Learning Lab Personnel and Instruction and Temporary Support Assistants

Purpose: To improve school achievement of educationally disadvantaged students – to include English Learners.

GATE: \$ 17,215 -- Certificated Personnel (split among six teacher salaries and Magnet Program Director)

Purpose: To assist in the educational needs of Gifted or Talented students in the district. A separate GATE application is completed for approval by the state.

School and Library Improvement	\$ 67,481	teacher assistants
Targeted Instructional Improvement	\$ 9,509	textbooks
Class Size Reduction – Grades Kindergarten through 3 rd	\$252,756	K-3 salaries
Lottery Non Prop 20	\$ 82,600	Instructional Materials
Lottery Prop 20	\$ 16,625	Textbooks
Tobacco Use Prevention Education (TUPE)	\$ -0-	
PAR (Peer Assistance Review) apportionment	\$ -0-	
Professional Development	\$ 17,363	Staff Development
IMFRP – Textbooks	\$ 28,092	textbooks
Middle School Counseling	\$ 8,352	Counseling Contract
Arts and Music Block Grant	\$ 2,840	Art, Music Supplies
Physical Education Teacher Grant	\$ 29,796	flex into General Fund

April 18, 2013

Federal Funds

Title I: Targeted Assistance Program

Amount: \$29,225.00 – Learning Lab Personnel and Instructional and Temporary Support Assistants
 Purpose: To address the educational needs of underachieving/non proficient students

Title II: Improving Teacher Quality

Amount: \$10,102.00 – Teacher conferences and advertising

Title VI: Innovative Programs

Amount: \$ 1,080.00 – computer software

Purpose: Support educational improvement, library, media and at-risk students.

Special ED PL 94-142	85,657.00	Special Ed staff and materials
Special ED Discretionary Grants - Preschool	20,814.00	Preschool Speech Services
Drug Free	427.00	Health Materials
Title II Technology		Software
Title III LEP		Learning Lab staff and materials

PART II

TARGETED IMPROVEMENTS IN STUDENT PERFORMANCE

This School Site Council has analyzed the available student performance data for all students. This Council has also obtained and considered the input of the school community. Based upon this analysis, the Council has established the following performance improvement targets.

PERFORMANCE IMPROVEMENT TARGET #1

Statement of the performance improvement target or goal:

The percent of students who score below Proficient in the areas of Reading, Language and Math will improve by a minimum of 5 percent.

Academic Standard to be addressed:

The focus will be in the areas of Reading and Math.

School Quality Snapshots-Gravenstein Elem. and Hillcrest Middle

General School Information

School Name	Gravenstein Elementary
District	Gravenstein Union Elementary
County	Sonoma
Address	3840 Twig Ave.

	Sebastopol, CA 95472
Charter School	Yes
Grade Span	K - 5
Title I Funded	Yes
Enrollment	426
CDS Code	49-70714-6051742

California's Academic Performance Index (API)

2012 Growth API	911
State Rank	9
Similar Schools Rank	5
2011-12 Growth from Prior Year	9
Met Schoolwide Growth Target	Yes
All Student Groups Met Target	Yes

API Subgroup Performance - 2012 API Growth

Growth - White	3
Met - White	Yes

2011-12 Enrollment by Race/Ethnicity

Race/Ethnicity	Percent
American Indian or Alaska Native	0%
Asian	4%
Native Hawaiian or Pacific Islander	0%
Filipino	0%
Hispanic or Latino	14%
African American or Black	0%
White	75%
Two or More Races	6%
Not Reported	0%

Subgroup Enrollment

Subgroup Designation	Percent
English Learners	8%
Socioeconomically Disadvantaged	15%
Students with Disabilities	1%

Average Class Size

Year	School	District	State
2007-08	18	17	21
2008-09	19	19	21
2009-10	20	17	21
2010-11	20	19	23
2011-12	19	18	23

California Standards Test (CST) English-Language Arts Results (percent proficient and above)

Year	School	District	State
2007-08	69%	72%	46%
2008-09	67%	74%	49%
2009-10	74%	78%	52%
2010-11	80%	79%	54%
2011-12	78%	83%	56%

CST Mathematics Results (percent proficient and above)

Year	School	District	State
2007-08	82%	71%	45%
2008-09	81%	73%	46%
2009-10	74%	67%	48%
2010-11	79%	72%	50%
2011-12	78%	76%	51%

CST Science Results (percent proficient and above)

Year	School	District	State
2007-08	73%	71%	46%
2008-09	67%	77%	50%
2009-10	72%	83%	54%
2010-11	83%	85%	57%
2011-12	82%	87%	60%

CST History/Social Science Results (percent proficient and above)

Year	School	District	State
2007-08	N/A	71%	36%

2008-09	N/A	77%	41%
2009-10	N/A	83%	44%
2010-11	N/A	85%	48%
2011-12	N/A	87%	49%

Percentage of English Learners Making Progress in Learning English

Year	School	District	State
2009-10	78%	85%	59%
2010-11	88%	89%	55%
2011-12	90%	89%	63%

Percentage of Students in the Healthy Fitness Zone in 2010-11

Test	School	District	State
Abdominal Strength	83%	91%	84%
Aerobic Capacity	68%	77%	62%
Body Composition	55%	61%	56%
Flexibility	79%	85%	78%
Trunk Extension Strength	98%	98%	90%
Upper Body Strength	72%	77%	73%

General School Information

School Name	Hillcrest Middle
District	Gravenstein Union Elementary
County	Sonoma
Address	725 Bloomfield Rd. Sebastopol, CA 95472
Charter School	Yes
Grade Span	6 - 8
Title I Funded	Yes
Enrollment	259
CDS Code	49-70714-6051759

AWARDS

Year	Award
2009	2009 Distinguished School

California's Academic Performance Index (API)

2012 Growth API	925
State Rank	9
Similar Schools Rank	10
2011-12 Growth from Prior Year	30
Met Schoolwide Growth Target	Yes
All Student Groups Met Target	Yes

API Subgroup Performance - 2012 API Growth

Growth - White	21
Met - White	Yes

2011-12 Enrollment by Race/Ethnicity

Race/Ethnicity	Percent
American Indian or Alaska Native	1%
Asian	4%
Native Hawaiian or Pacific Islander	0%
Filipino	0%
Hispanic or Latino	10%
African American or Black	0%
White	82%
Two or More Races	3%
Not Reported	0%

Subgroup Enrollment

Subgroup Designation	Percent
English Learners	8%
Socioeconomically Disadvantaged	13%
Students with Disabilities	7%

Average Class Size

Year	School	District	State
2007-08	17	17	21
2008-09	20	19	21
2009-10	18	17	21
2010-11	19	19	23
2011-12	17	18	23

California Standards Test (CST) English-Language Arts Results (percent proficient and above)

Year	School	District	State
2007-08	75%	72%	46%
2008-09	80%	74%	49%
2009-10	81%	78%	52%
2010-11	79%	79%	54%
2011-12	89%	83%	56%

CST Mathematics Results (percent proficient and above)

Year	School	District	State
2007-08	64%	71%	45%
2008-09	68%	73%	46%
2009-10	62%	67%	48%
2010-11	66%	72%	50%
2011-12	74%	76%	51%

CST Science Results (percent proficient and above)

Year	School	District	State
2007-08	69%	71%	46%
2008-09	81%	77%	50%
2009-10	88%	83%	54%
2010-11	88%	85%	57%
2011-12	93%	87%	60%

CST History/Social Science Results (percent proficient and above)

Year	School	District	State
2007-08	59%	71%	36%
2008-09	68%	77%	41%
2009-10	76%	83%	44%
2010-11	88%	85%	48%
2011-12	85%	87%	49%

Percentage of English Learners Making Progress in Learning English

Year	School	District	State
2009-10	100%	85%	59%
2010-11	91%	89%	55%

2011-12 86% 89% 63%

Percentage of Students in the Healthy Fitness Zone in 2010-11

Test	School	District	State
Abdominal Strength	95%	91%	84%
Aerobic Capacity	81%	77%	62%
Body Composition	64%	61%	56%
Flexibility	88%	85%	78%
Trunk Extension Strength	98%	98%	90%
Upper Body Strength	79%	77%	73%

Grade Levels and student Groups not meeting this standard:

CST 2010

Gr. Level	# Tested (ELA)	%Below Proficient	% Far Below. Basic	# Tested (Math)	%Below Proficient	%Far below Basic
Grade 2	49	35	4	49	22	2
Grade 3	73	35	1	73	25	4
Grade 4	64	9	0	64	22	0
Grade 5	65	15	0	65	30	0
Grade 6	61	18	0	61	23	0
Grade 7	81	15	0	80	34	0
Grade 8	87	19	1	56(Algebra 1)	52	4
				29 Gen. Math	58	3

Grade Levels and student Groups not meeting this standard:

CST 2011

Gr. Level	# Tested (ELA)	%Below Proficient	% Far Below. Basic	# Tested (Math)	%Below Proficient	%Far below Basic
Grade 2	61	16	3	61	20	2
Grade 3	50	36	2	51	28	2
Grade 4	82	16	0	82	17	0
Grade 5	67	11	1	67	22	0
Grade 6	76	21	0	78	18	0
Grade 7	70	15	3	71	36	3
Grade 8	89	19	0	62(Alg. 1)	31	4
				27 Gen. Math	63	0

CST 2012 Reported Enrollment

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Reported Enrollment	61	67	61	85	89	95	79				

CST English-Language Arts

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested	61	62	59	84	85	89	73				
% of Enrollment	100.0 %	92.5 %	96.7 %	98.8 %	95.5 %	93.7 %	92.4 %				
Students with Scores	61	62	59	84	85	89	73				

Mean Scale Score	392.6	393.2	397.0	400.0	402.2	419.7	406.0				
% Advanced	48 %	45 %	53 %	55 %	55 %	67 %	63 %				
% Proficient	31 %	32 %	31 %	23 %	36 %	25 %	23 %				
% Basic	11 %	18 %	17 %	19 %	6 %	7 %	8 %				
% Below Basic	8 %	5 %	0 %	4 %	1 %	0 %	3 %				
% Far Below Basic	2 %	0 %	0 %	0 %	1 %	1 %	3 %				

CST Mathematics

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested	61	63	61	83	85	86					
% of Enrollment	100.0 %	94.0 %	100.0 %	97.6 %	95.5 %	90.5 %					
Students with Scores	61	63	61	83	85	86					
Mean Scale Score	426.9	440.2	393.4	415.4	407.1	409.3					
% Advanced	59 %	57 %	38 %	42 %	38 %	44 %					
% Proficient	25 %	29 %	41 %	29 %	41 %	35 %					
% Basic	11 %	10 %	20 %	17 %	16 %	16 %					
% Below Basic	3 %	5 %	2 %	11 %	5 %	3 %					
% Far Below Basic	2 %	0 %	0 %	1 %	0 %	1 %					

CST Algebra I

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested						3	73				76
% of Enrollment						3.2 %	92.4 %				
Students with Scores						3	73				76
Mean Scale Score						*	373.6				375.9
% Advanced						*	26 %				28 %
% Proficient						*	40 %				39 %
% Basic						*	8 %				8 %
% Below Basic						*	18 %				17 %
% Far Below Basic						*	8 %				8 %

CST History - Social Science Grade 8

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested							78				
% of Enrollment							98.7 %				
Students with Scores							78				
Mean Scale Score							401.7				
% Advanced							54 %				
% Proficient							31 %				
% Basic							12 %				
% Below Basic							3 %				
% Far Below Basic							1 %				

CST Science - Grade 5, Grade 8, and Grade 10 Life Science

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested				84			73				
% of Enrollment				98.8 %			92.4 %				
Students with Scores				84			73				
Mean Scale Score				404.2			469.4				

% Advanced				49 %			78 %			
% Proficient				33 %			15 %			
% Basic				15 %			3 %			
% Below Basic				1 %			4 %			
% Far Below Basic				1 %			0 %			

Performance discrepancy indicated by the data for these students:

We have some students who have scored below Proficient levels on the 2012 STAR.

Present limitations of this element of the educational program:

Limitations may be found in students participating in services provided. Parents have the option of allowing the students to participate in Learning Lab, after school tutoring and/or summer school programs.

Underlying causes of the low performance of these groups:

1. Special Needs (learning disabilities)
2. Learning a new language(EL)
3. Absenteeism/Truancy/ Tardy
4. More support needed (tutoring, **homework**, etc.) Some students have been recommended for free tutoring before or after school but do not attend. Teachers noted that some non-proficient students would be much improved if homework was completed. As a result of this discussion we began homework club/hall on some years at both campuses at lunch time.

Performance gains expected for students participating in this program:

5 percentile point gain to get all students to Proficient Levels.

How to Amend these Deterrents:

1. Continue Learning Lab for Special Education and Title 1 services
2. Rewards for good attendance—letters in Monday Messages and to individual parents about absenteeism and tardiness.
3. Continue tutoring and homework club/hall at both campuses as much as possible
4. The Gravenstein Staff has focused on teaching/practicing the writing process every day of school.
5. The K-5 staff give the superintendent/principal copies of their unit and benchmark reading assessments after they have given and reviewed the results to utilize for their instruction.
6. Pacing of lessons and pacing schedules (in order to complete all instruction of textbooks) prior to the STAR test has been a continuous focus. This is especially important in math
7. Staff development meetings—with teachers presenting writing instruction with handouts-had been the focus of the Gravenstein Staff Meetings beginning with the 2010-11 school year.
8. Differentiation of learning is discussed and encouraged. In some cases students have been accelerated in math beyond their grade level. This is only done when students can prove mastery of their current grade level work through assessments.

Part III

IMPROVEMENTS TO BE MADE IN EDUCATIONAL PRACTICE

The following actions will be taken to reach the student performance targets stated on previous page. These actions constitute a comprehensive plan to improve related educational practices, using all appropriate general fund and categorical resources available to the school.

***Actions to align standards, assessment and accountability:**

All teachers participate in grade level meetings to align curriculum to State Standards and review assessment information on a monthly basis. Teachers at the K-5 level submit ELA unit assessments to the Superintendent/Principal as they are completed. This allows additional monitoring of student growth (or lack of) to assure intervention. Additional strategies have been established as listed above.

Implementers: All staff

Timeline: One to two meetings per month

***Actions to align instruction and materials to academic content standards:**

District commitment - Purchasing materials in a timely manner that are aligned with State Standards and providing in-service training to all staff in the use of this material.

Implementers: District Wide Staff

Timeline: On-Going

***Actions to improve instructional strategies and materials accelerate learning and increase learning time:**

Provide improved assistance in the Learning Lab, provide after school tutoring programs for students in need of additional assistance and provide remedial, intensive summer school programs for at-risk students.

Implementers: Instructional Aides, Learning Lab Staff, Teachers, Summer School Staff, and Administration

Timeline: On-Going

***Actions to assure equal access and increase educational opportunity for students not meeting the standard:**

Students not meeting standards are provided multiple opportunities for educational success-as stated above. Grades 3-4-5 have the ability to take the California Modified Assessment (CMA) instead of the STAR if they are qualified. Students qualify for CMA if they are currently receive special education services and the IEP team determines that the student needs to take the CMA instead of the CST.

Implementers: All Staff

Timeline: On-Going

***Actions to insure qualified staff:** Gravenstein Union School District has high standards in recruiting and hiring quality staff. On-going staff development training occurs to ensure all staff are highly trained in current educational practices and educational research.

Implementers: Administration

Participants: All Staff

Timeline: On-Going

***Actions to involve staff, parents and community in support of this plan:**

Parents are encouraged to be actively involved in their child's education. Weekly newsletters (Monday Messages) are sent home by the Superintendent (as well as some teachers' classroom messages) to inform parents as to the happenings at school. Parents are also encouraged to volunteer in their child's classroom, work in the library, attend Back to School Night, Open House and Parent Teacher conferences. The district has two parent foundations that support programs in the school.

Implementers: All Staff

Timeline: On-Going

***Actions to provide support and auxiliary services to students and parents:**

Parent conferences and Student Study Team meetings are held to provide additional support to students and families in need of additional assistance. Within the SST meetings recommendations are made for outside support services or additional academic plans are outline and implemented.

Implementers: All Staff

Timelines: As Needed

***Actions to assure effective administration and oversight of this improvement:**

On-going evaluation of all programs is performed by the site and district level administration.

Project Manager: Linda LaMarre

Timeline: On-Going

- Actions to monitor and evaluate student progress and implementation of this plan:

The School Site Council will evaluate year-end results. We will utilize STAR data to determine if we have achieved the goal of 5 percentile point growth in the areas of Reading and/or Math.

Group data and other indicators to measure academic gains

Evaluators: School Site Council

Benchmarks: RLA Textbook Assessments

Timeline: End of School Year

California English Language Development Test (CELDT) Gravenstein Union Annual Assessment 2008-2009

Number and Percent of Students at Each Overall Performance Level										
Performance Level	K	1	2	3	4	5	6	7	8	Total
Advanced	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	3 (50.0%)	2 (40.0%)	***	(0.0%)	6 (13.0%)
Early Advanced	3 (30.0%)	4 (80.0%)	1 (14.0%)	1 (14.0%)	(0.0%)	1 (17.0%)	2 (40.0%)	***	(0.0%)	13 (29.0%)
Intermediate	4 (40.0%)	1 (20.0%)	4 (57.0%)	4 (57.0%)	***	2 (33.0%)	1 (20.0%)	***	(0.0%)	18 (40.0%)
Early Intermediate	2 (20.0%)	(0.0%)	2 (29.0%)	1 (14.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	***	6 (13.0%)
Beginning	1 (10.0%)	(0.0%)	(0.0%)	1 (14.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	2 (4.0%)
Number Tested	10 (100.0%)	5 (100.0%)	7 (100.0%)	7 (100.0%)	1 (100.0%)	6 (100.0%)	5 (100.0%)	3 (100.0%)	1 (100.0%)	45 (100.0%)

California English Language Development Test (CELDT) Gravenstein Union Annual Assessment 2009-2010

Number and Percent of Students at Each Overall Performance Level

Performance Level	K	1	2	3	4	5	6	7	8	Total
Advanced	3 (33.0%)	6 (100.0%)	2 (33.0%)	2 (29.0%)	3 (43.0%)	***	***	2 (50.0%)	2 (50.0%)	21 (46.0%)
Early Advanced	4 (44.0%)	(0.0%)	2 (33.0%)	1 (14.0%)	2 (29.0%)	***	***	2 (50.0%)	2 (50.0%)	14 (30.0%)
Intermediate	2 (22.0%)	(0.0%)	2 (33.0%)	3 (43.0%)	1 (14.0%)	***	***	(0.0%)	(0.0%)	9 (20.0%)
Early Intermediate	(0.0%)	(0.0%)	(0.0%)	1 (14.0%)	(0.0%)	***	***	(0.0%)	(0.0%)	1 (2.0%)
Beginning	(0.0%)	(0.0%)	(0.0%)	(0.0%)	1 (14.0%)	***	***	(0.0%)	(0.0%)	1 (2.0%)
Number Tested	9 (100.0%)	6 (100.0%)	6 (100.0%)	7 (100.0%)	7 (100.0%)	1 (100.0%)	2 (100.0%)	4 (100.0%)	4 (100.0%)	46 (100.0%)

California English Language Development Test (CELDT) Gravenstein Union Annual Assessment 2010-11

Performance Level	K	1	2	3	4	5	6	7	8	Total
Advanced	3 (60.0%)	2 (33.0%)	4 (80.0%)	2 (50.0%)	2 (40.0%)	4 (44.0%)	2 (50.0%)	5 (83.0%)	4 (57.0%)	28 (55.0%)
Early Advanced	(0.0%)	2 (33.0%)	1 (20.0%)	2 (50.0%)	2 (40.0%)	(0.0%)	(0.0%)	(0.0%)	3 (43.0%)	10 (20.0%)
Intermediate	(0.0%)	2 (33.0%)	(0.0%)	(0.0%)	1 (20.0%)	2 (22.0%)	1 (25.0%)	1 (17.0%)	(0.0%)	7 (14.0%)
Early Intermediate	1 (20.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	1 (11.0%)	(0.0%)	(0.0%)	(0.0%)	2 (4.0%)
Beginning	1 (20.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	2 (22.0%)	1 (25.0%)	(0.0%)	(0.0%)	4 (8.0%)
Number Tested	5 (100.0%)	6 (100.0%)	5 (100.0%)	4 (100.0%)	5 (100.0%)	9 (100.0%)	4 (100.0%)	6 (100.0%)	7 (100.0%)	51 (100.0%)

Domain	K	1	2	3	4	5	6	7	8
Listening	444.0	457.5	559.6	594.3	607.6	479.0	540.8	638.5	630.3
Speaking	461.4	535.7	614.0	579.5	580.0	540.3	592.3	668.8	655.6
Reading	320.0	414.5	532.2	583.3	543.8	469.0	571.5	675.2	644.3
Writing	389.0	456.5	521.8	547.3	522.2	468.8	563.3	627.2	619.7

California English Language Development Test (CELDT) Gravenstein Union Annual Assessment 2011-12

Performance Level	K	1	2	3	4	5	6	7	8	Total
Advanced	(0.0%)	2 (40.0%)	3 (50.0%)	***	4 (100.0%)	1 (25.0%)	4 (44.0%)	***	***	18 (49.0%)
Early Advanced	(0.0%)	(0.0%)	2 (33.0%)	***	(0.0%)	3 (75.0%)	3 (33.0%)	***	***	12 (32.0%)
Intermediate	(0.0%)	1 (20.0%)	1 (17.0%)	***	(0.0%)	(0.0%)	1 (11.0%)	***	***	4 (11.0%)

Early Intermediate	(0.0%)	2 (40.0%)	(0.0%)	***	(0.0%)	(0.0%)	(0.0%)	***	***	2 (5.0%)
Beginning	(0.0%)	(0.0%)	(0.0%)	***	(0.0%)	(0.0%)	1 (11.0%)	***	***	1 (3.0%)
Number Tested	(0.0%)	5 (100.0%)	6 (100.0%)	3 (100.0%)	4 (100.0%)	4 (100.0%)	9 (100.0%)	3 (100.0%)	3 (100.0%)	37 (100.0%)

Domain	K	1	2	3	4	5	6	7	8	9	10	11	12
Listening	0.0	450.0	539.2	***	631.8	631.8	596.7	***	***	0.0	0.0	0.0	0.0
Speaking	0.0	484.6	543.5	***	583.5	616.8	570.4	***	***	0.0	0.0	0.0	0.0
Reading	0.0	450.0	508.2	***	612.8	548.3	575.4	***	***	0.0	0.0	0.0	0.0
Writing	0.0	455.2	532.7	***	615.5	592.8	577.2	***	***	0.0	0.0	0.0	0.0

2009-10 California Physical Fitness Report Summary of Results

Additional information can be found at the Statewide Assessment Division's [California Physical Fitness Test site](#).

Physical Fitness Area	Grade 5			Grade 7			Grade 9		
	Total ¹ Tested	% In HFZ	% Not in HFZ	Total ¹ Tested	% In HFZ	% Not in HFZ	Total ¹ Tested	% In HFZ	% Not in HFZ
Aerobic Capacity	69	66.7	33.3	84	95.2	4.8	0	0.0	0.0
Body Composition	69	68.1	31.9	84	82.1	17.9	0	0.0	0.0
Abdominal Strength	69	92.8	7.2	84	100.0	0.0	0	0.0	0.0
Trunk Extensor Strength	69	92.8	7.2	84	100.0	0.0	0	0.0	0.0
Upper Body Strength	69	71.0	29.0	84	95.2	4.8	0	0.0	0.0
Flexibility	69	73.9	26.1	84	82.1	17.9	0	0.0	0.0
Number of Physical Fitness Areas Meeting the Healthy Fitness Zone	Grade 5			Grade 7			Grade 9		
	Number	Percent	Cum. Percent	Number	Percent	Cum. Percent	Number	Percent	Cum. Percent
6 of 6 fitness criteria	20	29.0	29.0	55	65.5	65.5	0	**	**
5 of 6 fitness criteria	25	36.2	65.2	23	27.4	92.9	0	**	**
4 of 6 fitness criteria	12	17.4	82.6	3	3.6	96.5	0	**	**
3 of 6 fitness criteria	6	8.7	91.3	3	3.6	100.0	0	**	**
2 of 6 fitness criteria	4	5.8	97.1	0	0.0	100.0	0	**	**
1 of 6 fitness criteria	2	2.9	100.0	0	0.0	100.0	0	**	**

0 of 6 fitness criteria	0	0.0	100.0	0	0.0	100.0	0	**	**
Total tested	69	100.0		84	100.0		0	**	

**2010-11 California Physical Fitness Report
Overall - Summary of Results
Gravenstein Union Elementary District**

Additional information can be found at the California Department of Education [Physical Fitness Test Web page](#).

<u>Physical Fitness Area</u>	Total Tested ¹ in Grade 5	Number Grade 5 Students in HFZ ²	% Grade 5 Students in HFZ	% Grade 5 Students in Needs Improvement	% Grade 5 Students in Needs Improvement - High Risk	Total Tested ¹ in Grade 7	Number Grade 7 Students in HFZ ²	% Grade 7 Students in HFZ	% Grade 7 Students in Needs Improvement	% Grade 7 Students in Needs Improvement - High Risk
Aerobic Capacity	72	53	73.6	19.4	7.0	74	60	81.1	10.8	8.1
Body Composition	72	42	58.3	11.1	30.6	74	47	63.5	6.8	29.7
Abdominal Strength	72	63	87.5	12.5	N/A	74	70	94.6	5.4	N/A
Trunk Extension Strength	72	70	97.2	2.8	N/A	74	73	98.6	1.4	N/A
Upper Body Strength	72	48	66.7	33.3	N/A	74	65	87.8	12.2	N/A
Flexibility	72	59	81.9	18.1	N/A	74	65	87.8	12.2	N/A

**GRAVENSTEIN UNION SCHOOL DISTRICT
RESOLUTION 05-08-13-2
REGARDING THE EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36 create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account with ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of the state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the Governing Board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district, and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Governing Board of Gravenstein Union School District;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Governing Board of Gravenstein Union School District has determined to spend the monies received from the Education Protection Act for General Education salaries and benefits.

APPROVED, PASSED AND ADOPTED this 8th day of May 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sandra Wickland
Board President
Gravenstein Union School District



**Web Posting Required for 2013–14 Economic Impact Aid Funding
Pursuant to Senate Bill 754 (Chapter 573, Statutes of 2012)**

	2011–12	2012–13
Amount of EIA funds allocated in the fiscal year	–	\$24,409
Amount of EIA funds used for administrative costs for the fiscal year	–	\$ 732
Amount of EIA funds spent on Limited English Proficient (LEP) students (SACS Resource 7091)		
District Total	\$	\$
Gravenstein 1st	\$	\$
Gravenstein	\$	\$
Hillcrest	\$	\$
Amount of EIA funds spent on Compensatory Education (SACS Resource 7090)		
District Total	\$	\$24,409
Gravenstein 1st	\$	\$ 976
Gravenstein	\$	\$13,181
Hillcrest	\$	\$10,252
Unexpended balance of EIA funds	–	\$ 0
Explanation of why all of the funds have not been expended.		

California Department of Education
School Fiscal Services Division
March 2013



GRAVENSTEIN UNION SCHOOL DISTRICT

Linda J. LaMarre, Superintendent
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Board of Trustees
Sandra Wickland, Board President
Jan Zlotnick, Board Clerk
Desiree Beck
Jeff Weaver
Jim Horn

VI. Board Policies and Administrative Regulations for Review / Approval

BP 4136, 4236, 4336

Nonschool Employment

AR 4161.1, 4361.1

Personal Illness & Injury Leave

AR 4161.2, 4261.2, 4361.2

Personal Leave

**There is not a current policy or
administrative regulation.**

CSBA Sample Board Policy Nonschool Employment

Proposed

BP 4136 4236,4336
Personnel

***Note: In order to help prevent financial conflicts of interest, Government Code 1126 prohibits a district employee or Governing Board member from engaging in any activity which is inconsistent, incompatible, in conflict with, or inimical to his/her duties. Government Code 1126 mandates the district to adopt procedures regarding this prohibition. See BB 9270 - Conflict of Interest for language regarding incompatible activities of Board members and other designated employees. Also see BP 4135/4235/4335 - Soliciting and Selling. The following policy should be modified to reflect district practice. ***

***The following section may be modified to reflect district practice. ***

In order to help maintain public trust in the integrity of district operations, the Governing Board expects all employees to give the responsibility of their positions precedence over any other outside employment. A district employee may receive compensation for outside activities as long as these activities are not inconsistent, incompatible, in conflict with, or inimical to his/her district duties.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9270 - Conflict of Interest)

Note: Pursuant to Government Code 1126, the district may determine which particular outside activities would be incompatible with an employee's duties. The following list may be modified to reflect any specific positions or activities which the district has determined to be incompatible.

An outside activity shall be considered inconsistent, incompatible, or inimical to district employment when such activity: (Government Code 1126)

1. Requires time periods that interfere with the proper, efficient discharge of the employee's duties
2. Entails compensation from an outside source for activities which are part of the employee's regular duties
3. Involves using the district's name, prestige, time, facilities, equipment, or supplies for private gain
4. Involves service which will be wholly or in part subject to the approval or control of another district employee or Board member

- (cf. 1321 - Solicitation of Funds from and by Students)
- (cf. 3300 - Expenditures and Purchases)
- (cf. 4040 - Employee Use of Technology)
- (cf. 4132/4232/4332 - Publication or Creation of Materials)
- (cf. 4135/4235/4335 - Soliciting and Selling)
- (cf. 6161.1 - Selection and Evaluation of Instructional Materials)

***Note: Government Code 1126 mandates that the district's procedure include a provision for giving notice to employees of the determination of whether an activity is prohibited and of disciplinary action to be taken, as well as a process for employees to appeal either the determination or the imposition of disciplinary action. The following two paragraphs should be modified to reflect district practice. ***

An employee wishing to accept outside employment that may be inconsistent, incompatible, in conflict with, or inimical to the employee's duties shall file a written request with his/her immediate supervisor describing the nature of the employment and the time required. The supervisor shall evaluate each request based on the employee's specific duties within the district and determine whether to grant authorization for such employment.

- (cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The supervisor shall inform the employee whether the outside employment is prohibited. The employee may appeal a supervisor's denial of authorization to the Superintendent or designee. An employee who continues to pursue a prohibited activity may be subject to disciplinary action.

- (cf. 4118 - Suspension/Disciplinary Action)
- (cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)
- (cf. 4144/4244/4344 - Complaints)
- (cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Tutoring

***Note: 5 CCR 80334 prohibits a certificated employee from accepting any compensation or benefit, other than his/her regular compensation, for the performance of any service which he/she must perform within the scope of his/her district employment. However, 5 CCR 80334 does not apply to overtime or the performance of supplemental services at the district's request, nor does it restrict the acceptance of gifts or tokens of minimal value offered and accepted openly from students, parents/guardians, or other persons in recognition or appreciation of service. See BP/E 4112.21 - Professional Standards. ***

***The following section may be modified to reflect district practice. ***

A certificated employee shall not accept any compensation or other benefit for tutoring a student enrolled in his/her class(es). An employee who wishes to tutor another district student shall first request authorization from his/her supervisor in accordance with this Board policy. If authorization is granted, the employee shall not use district facilities, equipment, or supplies when providing the tutoring service.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

51520 Prohibited solicitation on school premises

GOVERNMENT CODE

1126 Incompatible activities of employees

1127 Incompatible activities; off duty work

1128 Incompatible activities, attorney

CODE OF REGULATIONS, TITLE 5

80334 Unauthorized private gain or advantage

ATTORNEY GENERAL OPINIONS

70 Ops.Cal.Atty.Gen. 157 (1987)

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

(9/91) 7/08

Adopted:

**GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, California**

AR 4161.1, 4361.1 Personal Illness & Injury Leave

Current

**There is not a current policy or
administrative regulation.**

Proposed

CSBA Sample

Administrative Regulation

Personal Illness/Injury Leave

AR 4161.1 4361.1
Personnel

***Note: The following administrative regulation is subject to collective bargaining and may be deleted by those districts whose agreement fully covers the leave provisions specified below. ***

***Note: Ten days of sick leave per year is the minimum prescribed by Education Code 44978 for certificated employees. The Governing Board may allow additional days at its discretion; if it does so, the following paragraph should be revised accordingly. ***

Full-time certificated employees are entitled to 10 days leave of absence for personal illness or injury (sick leave) per school year, with full pay. Employees working less than five school days per week shall be granted comparable sick leave in proportion to the time they work.
(Education Code 44978)

(cf. 4161/4261/4361 - Leaves)
(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

***Note: The following paragraph is optional. ***

An employee who does not complete a given year of service shall be charged for any unearned sick leave used as of the date of termination of service.

Unused days of sick leave shall be accumulated from year to year without limitation.
(Education Code 44978)

***Note: The following optional paragraph may be revised to reflect district practice. ***

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

Any certificated employee who leaves the district after at least one school year of employment and accepts a certificated position in another district, county office of education, or community college district within one year shall have transferred with him/her the total amount of

accumulated sick leave. The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

Sick leave may be used by a certificated employee for absences due to:

1. Temporary inability to perform his/her duties because of illness, accident, or quarantine, whether or not the cause of the absence arises out of and in the course of employment. (Education Code 44964)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

2. Pregnancy, miscarriage, childbirth, and recovery (Education Code 44965, 44978)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity (Education Code 44981)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

*****Note: Optional item #4 below may be revised as desired to specify a different minimum increment for sick leave. *****

4. Medical and dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)

*****Note: Pursuant to Labor Code 233, any employer who provides sick leave for employees must permit them to use sick leave in any calendar year to attend to the illness of their child, parent, spouse, domestic partner, or domestic partner's child, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement (e.g., five days accrued during six months for full-time certificated employees, unless the district has established an amount that is higher than the legal minimum). Certificated employees also may use personal necessity leave for the serious illness of a member of the employee's immediate family pursuant to Education Code 44981; see AR 4161.2/4261.2/4361.2 - Personal Leaves. Districts are cautioned to consult legal counsel regarding possible interaction of sick leave and personal necessity leave provisions in the Education Code and Labor Code. *****

6. Illness of the employee's child, parent, spouse, registered domestic partner, or domestic partner's child in an amount not less than the sick leave that would be accrued by the employee during six months at his/her then current rate of entitlement (Labor Code 233)

*****Note: The following optional paragraph may be revised to reflect district practice. *****

An employee shall notify the district of his/her need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than 3 p.m. of the day preceding the day on which he/she intends to return to work. If failure to so notify the district results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

(cf. 4121 - Temporary/Substitute Personnel)

Continued Absence After Available Sick Leave Is Exhausted

*****Note: Pursuant to Education Code 44977, an employee who is absent for up to five months after exhausting all his/her available sick leave must receive his/her regular salary minus the cost of a substitute. Option 1 below reflects this requirement. *****

*****Note: However, Education Code 44983 provides that Education Code 44977 does not apply to those districts that adopt a rule that gives certificated employees 50 percent or more of their regular salary during the period of absence. Option 2 below is for use by districts that choose to specify such a level of compensation; these districts are mandated to adopt a rule to this effect. *****

OPTION 1:

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

*****Note: In Veguez v. Long Beach Unified School District, the court held that an employee is not entitled to more than a total of five months of differential pay "per illness or accident," even if the employee works for a period of time between sick leave increments related to the same medical condition. *****

An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

OPTION 2:

*****Note:** Option 2 below is mandated for use by districts that choose to provide employees at least 50 percent of their regular salary during the period of absence pursuant to Education Code 44983. The following paragraph specifies a percentage of 50 percent and should be modified by districts that have set a higher percentage. *******

After a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent for an additional period up to five months, he/she shall receive 50 percent of his/her regular salary during the five-month period of absence.

*****Note:** The following paragraph is for use by districts that selected either Option 1 or Option 2. *******

If a certificated employee is not medically able to resume his/her duties after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

(cf. 4116 - Probationary/Permanent Status)

*****Note:** When an employee is absent for a period of more than five months, or is absent for a cause other than illness, Education Code 44977 and 44983 provide that the amount deducted from his/her salary shall be determined according to the rules and regulations adopted by the Board as long as such rules are not in conflict with State Board of Education regulations. If not covered in the district's negotiated agreement, the district may add provisions here reflecting salary deductions for employees absent longer than five months. *******

Verification Requirements

*****Note:** Education Code 44978 mandates the Board to adopt regulations requiring proof of illness or injury and prescribing the means of verification. However, Education Code 44978 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. For verification requirements for employees on leave pursuant to the Family and Medical Leave Act, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. *******

*****Note: The following section should be modified to reflect district practice and any procedures which have been specified in negotiated agreements. *****

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may, at any time, require additional written verification by the employee's physician or other authorized health care provider. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.

*****Note: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act (P.L. 110-233), specifies that it is unlawful for a district to request, require, or purchase an employee's or his/her family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior, knowing, voluntary, and written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Any such information received by the district must be kept confidential. *****

The Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to duty and stipulating any necessary restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Legal Reference:

EDUCATION CODE

44964 Power to grant leave of absence in case of illness, accident, or quarantine

44965 Granting of leaves of absence for pregnancy and childbirth

44976 Transfer of leave rights when school is transferred to another district

44977 Salary deduction during absence from duties up to five months after sick leave is exhausted

44978 Provisions for sick leave of certificated employees

- 44978.1 Inability to return to duty; placement in another position or on reemployment list
- 44979 Transfer of accumulated sick leave to another district
- 44980 Transfer of accumulated sick leave to a county office of education
- 44981 Leave of absence for personal necessity
- 44983 Exception to sick leave when district adopts specific rule
- 44984 Industrial accident or illness
- 44986 Leave of absence for disability allowance applicant

LABOR CODE

- 220 Sections inapplicable to public employees
- 233 Illness of child, parent, spouse or domestic partner
- 234 Absence control policy

CODE OF REGULATIONS, TITLE 5

- 5601 Transfer of accumulated sick leave

UNITED STATES CODE, TITLE 42

- 2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

COURT DECISIONS

- Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406

(11/99 3/02) 7/10

Adopted:

**GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, California**

Administrative Regulation

Current

Personnel

AR 4161.2 4261.2, 4361.2

Personal Leaves

Note: The following regulation is subject to collective bargaining agreements.

Note: Effective January 1, 2005, Family Code 297.5, as added by AB 205 (Ch. 421, Statutes of 2003), extends to registered domestic partners the same rights that are available under state law to spouses. However, the Education Code was not amended to reflect this new legislation. Districts should consult legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

Whenever possible, employees shall request personal leaves in advance and prepare suitable lesson plans or instructions for a substitute employee.

Bereavement

Note: Education Code 44985 and 45194 allow the Board to expand the class of relatives listed below and enlarge the benefits provided by law. The following two paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

(cf. 4161/4261 - Leaves)

(cf. 4361 - Leaves)

Members of the immediate family include the mother, father, grandmother, grandfather or grandchild of the employee or of the employee's spouse; the employee's spouse, son, son-in-law, daughter, daughter-in-law, brother or sister; or any relative living in the employee's immediate household. (Education Code 44985, 45194)

At the employee's request, bereavement leave may be extended under personal necessity leave provisions. (Education Code 44981, 45207)

Personal Necessity

Note: Employees may use a maximum of seven days of accumulated sick leave for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981, a higher maximum may be set for certificated employees if specified in a collective bargaining agreement. AB 1038 (Ch. 843, Statutes of 2003) amended Education Code 45207 to similarly allow a higher maximum to be set for classified employees if specified in a collective bargaining agreement or, if there is no exclusive representative, in a Board resolution. Districts that have bargained for a higher maximum number of days should modify the following paragraph accordingly.

Employees may use up to seven days of their accrued sick leave during each contract year for reasons of personal necessity. (Education Code 44981, 45207)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

***Note: Education Code 44981 provides that a certificated employee may use personal necessity leave for the serious illness of a member of his/her immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult legal counsel regarding any interaction of Education Code provisions with Labor Code 233, which states that any employer who provides sick leave for employees must permit employees to use sick leave to attend to the illness of a child, parent, spouse, domestic partner or domestic partner's child. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave. Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for federal and state provisions related to leaves for the birth, adoption or foster placement of a new child; the care of a seriously ill child, parent or spouse; or the employee's own serious health condition. ***

3. A serious illness of a member of the certificated employee's immediate family (Education Code 44981)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

***Note: Education Code 45207 provides that classified employees may use sick leave for required court appearances as provided in item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Legal Duties" below. ***

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or other order (Education Code 45207)

***Note: Items #5 and 6 are optional and may be deleted or modified as desired. ***

5. Fire, flood or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects true personal necessity.

Note: AB 1038 (Ch. 843, Statutes of 2003) amended Education Code 45207 to provide that the district cannot require a classified employee to secure advance permission for leave taken under the circumstances described below. If the district has extended to classified employees the same rights granted to certificated employees to use personal necessity leave for the serious illness of a family member (see above), the district may choose to modify the last sentence of the following paragraph so as not to require advance permission for classified employees under those circumstances.

Advance permission shall not be required of any employee in cases involving the death of a member of the employee's immediate family or an accident involving the employee's person or property or the person or property of a member of his/her immediate family. For certificated employees, advance permission also shall not be required in cases involving the serious illness of a member of the employee's immediate family. (Education Code 44981, 45207)

Note: Education Code 44981 and 45207 mandate the adoption of rules and regulations requiring and prescribing the manner of proof of personal necessity. The following paragraph may be revised to fulfill this mandate.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

Legal Duties

Classified employees called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury or witness fees. (Education Code 44037)

***Note: The following optional paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized but not required by Education Code 44036. Districts that do not extend such leave should delete this paragraph. ***

Certificated employees also shall be granted leave for jury duty with pay up to the amount of the difference between the employee's regular earnings and any amount received as juror's fees.

***Note: Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the following activities. ***

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons and subpoenas for court appearances shall be submitted to the district office when requesting leave.

Leaves for Crime Victims

Note: The following section reflects the provisions of Labor Code 230.2, added by SB 478 (Ch. 630, Statutes of 2003). Labor Code 230.2 prohibits employers from taking adverse employment action against employees who take leave as described below.

An employee may be absent from work in order to attend judicial proceedings related to a crime when he/she is a victim, immediate family member of a victim, registered domestic partner of a victim, or child of a registered domestic partner of a victim of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

Note: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of any employee. The district should modify the following paragraph as necessary to reflect the terms of its collective bargaining agreement(s).

For these purposes, the employee may use vacation, personal leave, sick leave, compensatory time off that is otherwise available to the employee, or unpaid leave. (Labor Code 230.2)

Prior to taking time off, an employee shall give his/her supervisor a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The supervisor and Superintendent or designee shall keep confidential any records pertaining to the employee's absence from work. (Labor Code 230.2)

Leaves for Victims of Domestic Violence or Sexual Assault

Note: Labor Code 230 prohibits employers from taking adverse employment action against victims of sexual assault or domestic violence who takes leave as described in the following section.

An employee who is a victim of domestic violence or sexual assault as defined by law may take time off work to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or his/her child. (Labor Code 230)

Note: Labor Code 230.1 requires districts with 25 or more employees to grant time off to employees who are victims of sexual assault or domestic violence for the following additional reasons. Districts with fewer than 25 employees should delete items #1-4 below.

In addition, an employee who is a victim of domestic violence or sexual assault may take time off work to attend to the following activities: (Labor Code 230.1)

1. Seek medical attention for injuries caused by domestic violence or sexual assault
2. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault
3. Obtain psychological counseling related to an experience of domestic violence or sexual assault
4. Participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation

Note: The remainder of this section applies to all districts. Pursuant to Labor Code 230 and 230.1, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of any employee. The district should modify the following paragraph as necessary to reflect the terms of its collective bargaining agreement(s).

An employee who is a victim of domestic violence or sexual assault may use vacation, personal leave or compensatory time off that is otherwise available to the employee under the applicable terms of employment. (Labor Code 230, 230.1)

Prior to taking time off, an employee shall give reasonable notice to his/her supervisor, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable time, certification of the absence in the form of any of the following documents: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim of domestic violence or sexual assault
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence or sexual assault

The supervisor and Superintendent or designee shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

Personal Leave for a Child's School Activities

***Note: Pursuant to Labor Code 230.8, the following section applies to districts employing 25 or more employees at the same location. Districts with fewer than 25 employees at the same location should delete this section. ***

Any employee who is a parent/guardian or grandparent having custody of one or more children who are enrolled in grades K-12, or who attend a licensed day care facility, may use up to 40 hours of personal leave, vacation or compensatory time off each school year in order to participate in school or day care activities. Such leave shall not exceed eight hours in any month of the year, and the employee shall give reasonable advance notice of the absence. (Labor Code 230.8)

(cf. 1240 - Volunteer Assistance)

***Note: Labor Code 230.8 provides that the employee may use time off without pay to the extent the employer makes it available. The following optional paragraph may be revised as desired. ***

In lieu of using vacation, personal leave or compensatory time off, eligible employees giving reasonable advance notice may take up to 40 hours without pay each school year for this purpose, not to exceed eight hours in any month.

If both parents of a child are employed at the same work site, this leave shall be allowed for the first parent who applies; simultaneous absence by the second parent may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed day care facility that he/she participated in school or licensed day care facility activities on a specific date and at a particular time. (Labor Code 230.8)

***Note: Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended or otherwise discriminated against for using the above leave is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits. ***

Service on Education Boards, Committees and State or Employee Organizations

Employees shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education boards, commissions, committees or groups authorized by Education Code 44987.3 or statute, provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is in the state of California.
2. The board, commission, organization or group informs the district in writing of the service.
3. The board, commission, organization or group agrees, prior to service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

***Note: Education Code 44987 and 45210 provide that certificated and classified employees may take time off without loss of compensation to serve as elected officers of their local, statewide or national employee organization. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district. This leave of absence is in addition to the release time granted to representatives of an employee organization granted by Government Code 3543.1. ***

Employees may take a leave of absence without loss of compensation to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the local organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special or regular meetings of the body of the organization. (Education Code 44987, 45210)

Leave for Emergency Duty

***Note: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local or private fire department or agency, as well as a sheriff or police department. ***

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Note: Labor Code 230.4 requires a district with 50 or more employees to grant an employee who is a volunteer firefighter temporary leaves of absence for up to 14 days per calendar year for activities as specified below. Districts with fewer than 50 employees should delete this paragraph.

An employee who is a volunteer firefighter shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire or law enforcement training. (Labor Code 230.4)

Legal Reference:

EDUCATION CODE

44036-44037 Leaves of absence for judicial and official appearances
44963 Power to grant leaves of absence (certificated)
44981 Leave of absence for personal necessity (certificated)
44985 Leave of absence due to death in immediate family (certificated)
44987 Service as officer of employee organization (certificated)
44987.3 Leave of absence to serve on certain boards, commissions, etc.
45190 Leaves of absence and vacations (classified)
45194 Bereavement leave of absence (classified)
45198 Effect of provisions authorizing leaves of absence
45207 Personal necessity (classified)
45210 Service as officer of employee organization (classified)

FAMILY CODE

297.5 Domestic partner rights

GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations

LABOR CODE

230-230.2 Leave for victims of domestic violence, sexual assault or specified felonies
230.3 Leave for emergency personnel
230.4 Leave for volunteer firefighters
230.8 Leave to visit child's school
233 Illness of child, parent, spouse, domestic partner or domestic partner's child
234 Absence control policy

PENAL CODE

667.5 Violent felony, defined
1192.7 Serious felony, defined

CALIFORNIA CONSTITUTION

Article 1, Section 8 Religious discrimination

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VII, Civil Rights Act of 1964

COURT DECISIONS

Rankin v. Commission on Professional Competence (1988) 24 Cal.3d 167

Management Resources:

WEB SITES

California Teachers Association: <http://www.cta.org>
California Federation of Teachers: <http://www.cft.org>
California School Employees Association: <http://www.csea.com>
(11/00 11/02) 11/03

ADOPTED: November 9, 2005

**GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, California**

CSBA Sample

Administrative Regulation

Personal Leaves

Proposed

AR 4161.2 4261.2,4361.2
Personnel

*****Note:** The following administrative regulation is subject to collective bargaining agreements.***

*****Note:** As provided in the following paragraph, Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, pursuant to Family Code 297.5, any reference to an employee's spouse throughout the following regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state code (e.g., Education Code, Military and Veterans Code). Districts should consult legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.***

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, *including lesson plans as applicable*, for a substitute employee.

(cf. 4121 - Temporary/Substitute Personnel)

Bereavement

*****Note:** Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below and enlarge the benefits provided by law. The following two paragraphs may be revised to reflect district practice.***

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)
(cf. 4161/4261/4361 - Leaves)

Members of the immediate family include: (Education Code 44985, 45194)

1. The mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

Note: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and classified employees if specified in their collective bargaining agreement or, if there is no collective bargaining agreement for classified employees, then in a Board resolution. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Note: Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.

Employees may use up to a maximum of seven days of their accrued ~~sick leave~~ *personal illness/injury leave* during each ~~contract year~~ *school year* for reasons of personal necessity. (Education Code 44981, 45207)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

Note: Education Code 44981 provides that a certificated employee may use personal necessity leave for the serious illness of a member of his/her immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult legal counsel regarding any interaction of Education Code provisions with Labor Code 233, which states that any employer who provides personal illness/injury leave for employees must permit employees to use personal illness/injury leave to attend to the illness of a child, parent, spouse, registered domestic partner, or registered domestic partner's child. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave. Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for federal and state provisions related to leaves for the birth, adoption, or foster placement of a new child; the care of a seriously ill child, parent, or spouse/registered domestic partner; or the employee's own serious health condition.

3. A serious illness of a member of the certificated employee's immediate family (Education Code 44981)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

*****Note:** Education Code 45207 provides that classified employees may use personal illness/injury leave for required court appearances, as provided in item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Legal Duties" below.***

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

*****Note:** Items #5 and #6 are optional and may be deleted or modified to reflect district practice.***

5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

*****Note:** Education Code 44981 and 45207 specify circumstances under which certificated and classified employees cannot be required to seek advance permission for the leave. However, only certificated employees are afforded the right, pursuant to Education Code 44981, to not be required to provide advance notice for leave due to a serious illness of the employee's family member. Districts may, at their discretion, extend this right to all employees as stated in the following optional paragraph. Districts that wish to restrict the provision to certificated employees should revise the paragraph accordingly.***

*****Note:** Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or the California Family Rights Act (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.***

Advance permission shall not be required of any employee in cases involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of his/her immediate family, ~~For certificated employees, advance permission also shall not be required in cases involving~~ or the serious illness of a member of his/her immediate family. (Education Code 44981, 45207)

However, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

*****Note:** Education Code 44981 and 45207 mandate the adoption of regulations requiring, and prescribing the manner of, proof of personal necessity. The following paragraph may be revised to specify the manner of proof required by the district.***

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

Legal Duties

*****Note:** Pursuant to Education Code 44037, it is unlawful for the district or personnel commission to (1) adopt any rule, regulation, or policy that encourages employees to seek exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that he/she seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of his/her service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.***

*****Note:** Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in items #1-2 below.***

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employees called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's his/her regular earnings and any amount received for jury fees. (Education Code 44037)

*****Note:** The following optional paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not extend such leave should delete this paragraph.***

A certificated employees also shall be granted leave for jury duty with pay up to the amount of the difference between the employee's his/her regular earnings and any amount received for jury fees.

*****Note:** Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear as witnesses in court other than as litigants or to respond to orders from another governmental jurisdiction. The following paragraph is optional. Districts that do not grant such leave should delete this paragraph.***

Employees shall be granted leave to appear in court as witnesses other than litigants or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such employees shall receive pay up to the amount of the difference between the employee's regular earnings and any amount received for witness fees.

Leaves for Crime Victims

*****Note: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.*****

An employee may be absent from work in order to attend judicial proceedings related to a crime when he/she is a victim, or an immediate family member, registered domestic partner, or child of a registered domestic partner of a victim, of any of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

*****Note: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee. The district should modify the following paragraph as necessary to reflect the terms of its collective bargaining agreement(s).*****

For these purposes, the employee may use vacation, personal leave, ~~sick~~ *personal illness/injury* leave, *unpaid leave*, or compensatory time off that is otherwise available to the employee, ~~or unpaid leave~~. (Labor Code 230.2)

Prior to taking time off, an employee shall give his/her supervisor a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The ~~supervisor and Superintendent or designee~~ *district* shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Domestic Violence or Sexual Assault

*****Note: Labor Code 230 and 230.1 prohibit a district from taking adverse employment action against an employee who is a victim of sexual assault or domestic violence and who takes leave as described in the following section. Pursuant to Labor Code 230 and 230.1, such an employee may use vacation, personal leave, or compensatory time off that is otherwise available under the applicable terms of employment, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee. The district should modify the following paragraph as necessary to reflect the terms of its collective bargaining agreement(s).*****

An employee who is a victim of domestic violence or sexual assault as defined by law may ~~take time off work to obtain or attempt to obtain any relief, including but not limited to a temporary~~

~~restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or his/her child. use vacation, personal leave, or compensatory time off that is otherwise available to him/her under the terms of his/her employment to attend to the following activities: (Labor Code 230, 230.1)~~

1. *Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his/her child*

*****Note: Labor Code 230.1 requires a district with 25 or more employees to grant time off to an employee who is a victim of sexual assault or domestic violence for the following additional reasons. A district with fewer than 25 employees may use or delete items #2-5 below at its discretion.*****

2. Seek medical attention for injuries caused by domestic violence or sexual assault
3. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault
4. Obtain psychological counseling related to an experience of domestic violence or sexual assault
5. Participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation

~~An employee who is a victim of domestic violence or sexual assault may use vacation, personal leave or compensatory time off that is otherwise available to the employee under the applicable terms of employment.~~

Prior to taking time off, an employee shall give reasonable notice to his/her supervisor, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following documents: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim of domestic violence or sexual assault
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence or sexual assault

~~The supervisor and Superintendent or designee~~ district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

Personal Leave for a Child's School Activities

Note: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion.

Any employee who is a parent/guardian, or grandparent having custody, of one or more children who are enrolled in grades K-12 or who attend a licensed day care facility may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to participate in school or day care activities. Such leave shall not exceed eight hours in any month of the year. ~~and~~ The employee shall give reasonable advance notice of the absence. (Labor Code 230.8)

Note: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following optional paragraph may be revised to reflect district practice.

~~In lieu of using vacation, personal leave, or compensatory time off, eligible employees giving reasonable advance notice may take up to 40 hours without pay each school year unpaid leave for this purpose, not to exceed eight hours in any month.~~

If both parents/guardians of a child are employed at the same work site, this leave shall be allowed for the first parent/guardian who applies. Simultaneous absence by the second parent/guardian may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed day care facility that he/she participated in school or licensed day care facility activities on a specific date and at a particular time. (Labor Code 230.8)

Note: Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using the above leave is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Service on Education Boards and Committees

A certificated employees shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to the service, to reimburse

the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

*****Note:** The following section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.***

*****Note:** Education Code 44987 and 45210 provide that certificated and classified employees may take time off without loss of compensation to serve as elected officers of their local, statewide, or national employee organization. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.***

*Upon request, any certificated or classified employees ~~may take~~ shall be granted a leave of absence without loss of compensation to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the local employee organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization.
(Education Code 44987, 45210)*

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4143/4243 - Negotiations)

*****Note:** AB 1203 (Ch. 804, Statutes of 2012) amended Education Code 45210 to require districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include the required retirement fund contributions. The employee will continue to earn full service credit during the leave and must pay member contributions as specified. The maximum amount of service credit an employee may earn cannot exceed 12 years. As amended, Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence for employees without loss of compensation.***

*Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose.
(Education Code 45210)*

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

*****Note:** The following optional section is for any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should delete this section. However, the district should consult legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.***

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

*****Note:** The following optional paragraph reflects the California Supreme Court's interpretation of Article 1, Section 8 of the California Constitution as stated in Rankin v. Commission on Professional Competence.***

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

*****Note:** Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.***

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that his/her spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that his/her spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of his/her intention to take the leave. The employee shall submit written documentation certifying that his/her spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

*****Note:** Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.***

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Note: Labor Code 230.4 requires a district with 50 or more employees to grant an employee who is a volunteer firefighter leaves of absence for up to 14 days per calendar year for activities as specified below. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

An employee who is a volunteer firefighter shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire or law enforcement training. (Labor Code 230.4)

Civil Air Patrol Leave

Note: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

Note: If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to him/her, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

Legal Reference:

EDUCATION CODE

- 44036-44037** Leaves of absence for judicial and official appearances
- 44963** Power to grant leaves of absence (certificated)
- 44981** Leave of absence for personal necessity (certificated)
- 44985** Leave of absence due to death in immediate family (certificated)
- 44987** Service as officer of employee organization (certificated)
- 44987.3** Leave of absence to serve on certain boards, commissions, etc.
- 45190** Leaves of absence and vacations (classified)
- 45194** Bereavement leave of absence (classified)

45198 Effect of provisions authorizing leaves of absence
45207 Personal necessity (classified)
45210 Service as officer of employee organization (classified)
45240-45320 Merit system, classified employees
FAMILY CODE
297-297.5 Registered domestic partner rights, protections, and benefits
GOVERNMENT CODE
3543.1 Release time for representatives of employee organizations
12945.1-12945.2 California Family Rights Act
LABOR CODE
230-230.2 Leave for victims of domestic violence, sexual assault, or specified felonies
230.3 Leave for emergency personnel
230.4 Leave for volunteer firefighters
230.8 Leave to visit child's school
233 Illness of child, parent, spouse, domestic partner or domestic partner's child
234 Absence control policy
1500-1507 Civil Air Patrol leave
MILITARY AND VETERANS CODE
395.10 Leave when spouse on leave from military deployment
PENAL CODE
667.5 Violent felony, defined
1192.7 Serious felony, defined
CALIFORNIA CONSTITUTION
Article 1, Section 8 Religious discrimination
UNITED STATES CODE, TITLE 29
2601-2654 Family and Medical Leave Act
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VII, Civil Rights Act of 1964
COURT DECISIONS
Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167
PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS
Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB
Decision No. 1954

Management Resources:

WEB SITES

California Federation of Teachers: <http://www.cft.org>
California School Employees Association: <http://www.csea.com>
California Teachers Association: <http://www.cta.org>
Public Employment Relations Board: <http://www.perb.ca.gov>

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GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, California