

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

SPECIAL GOVERNING BOARD
MEETING AGENDA

Wednesday, November 9, 2016
4:00 P.M.
Gravenstein School, Rm. 13

I. CALL TO ORDER

Jim Horn, President
Desiree Beck, Clerk
Gregory Appling
Jeff Weaver
Sandra Wickland

II. PUBLIC COMMENTS ON ITEMS IN CLOSED SESSION

At this time the public may address the Board on any item listed in closed session. Presentations are limited to three minutes per person per topic.

III. ADJOURN TO CLOSED SESSION

A. **Gravenstein Union Teachers' Association: Level III Grievance**

IV. RETURN TO OPEN SESSION

A. **Announce Action Taken in Closed Session**

B. **Board Tour of Gravenstein Campus**

The Board will tour the campus to review progress on the Gravenstein Modernization, Phase II project.

V. ADJOURN

ADA Compliance: In compliance with Government Code 54954.2(a), the Gravenstein Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Act of 1990 (42 U.S.C. 12132) and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Jennifer Schwinn, District Superintendent, Gravenstein Union School District, 3840 Twig Ave., Sebastopol, CA 95472. Telephone (707) 823-7008.

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

REGULAR GOVERNING BOARD
MEETING AGENDA

Wednesday, November 9, 2016
5:00 P.M.
Gravenstein School, Rm. 13

I. CALL TO ORDER

Jim Horn, President
Desiree Beck, Clerk
Gregory Appling
Jeff Weaver
Sandra Wickland

II. PUBLIC COMMENTS

At this time the public may address the Board on any item not listed on the agenda. Presentations are limited to three minutes per person per topic. The board may not respond to presentations. The public may address the Board on any item listed on the agenda at the time the matter is taken up by the Board.

III. REPORTS, AND ORAL COMMUNICATIONS

- A. Gravenstein Union Teachers' Association**
- B. School Site Council**
- C. GSF/MPF**
- D. Trustee Reports**
- E. Hillcrest Principal Report**
- F. Principal/Supt. Report**
 - 1.2016-17 Enrollment
 - 2.Transportation JPA Update
 - 3.Charter School Renewal Update
 - 4.Traffic Committee Update
 - 5.Board Email Update
 - 6.Music/Band Update

IV. CONSENT AGENDA

ACTION ITEM

- A. Minutes of Regular Meeting, October 12, 2016**
- B. Warrants/Payroll**
- C. Budget Transfers and Updates**
- D. Correspondence**
 - 1.Letter from Judy Thomson, SCOE's Director of Fiscal Services, indicating that GUSD's 16-17 budget plan is approved
 - 2.Letter from CHP regarding traffic safety reports made by Superintendent Schwinn
- E. Resignations & Retirements**
 - 1. Resignation of Tonia Sedita, effective October 31, 2016.
 - 2. Retirement of Tonia Sedita, effective Nov 1, 2016
 - 3. Resignation of Catrina Howatt, effective October 17, 2016.
 - 4. Retirement of Catrina Howatt, effective October 18, 2016.

GRAVENSTEIN UNION SCHOOL DISTRICT
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F. Donations

1. Thank you to the John Jordan Foundation for the donation of \$600 to George Satiris and Kate Crandall
2. Thank you to Thuy Machica for the regular donations of delicious treats for staff
3. Thank you to James J. O'Hara, for the large donation of acrylic paints, foam art stamps, and assorted math and ELA curriculum

Action taken/comments:

Motion _____ Second _____ Vote _____

V. BUSINESS

A. Update on Gravenstein Modernization, Phase II

The Board will receive a report from AXIA Architects on the Gravenstein Modernization, Phase II project.

Action taken/comments:

Motion _____ Second _____ Vote _____

B. Approve AXIA Architects Contract for Gravenstein Modernization, Phase III, and Shade Structure Design

The Board will be asked to approve a contract with AXIA Architects for Gravenstein Modernization, Phase III for \$78,640 and for the Gravenstein Shade Structures for \$12,000.

Action taken/comments:

Motion _____ Second _____ Vote _____

C. Approve Resolution 20161109-1 Regarding Application to the State Allocation Board for School Construction Funds

The Board will be asked to approve a resolution to seek school construction funds from the State Allocation Board.

Action taken/comments:

Motion _____ Second _____ Vote _____

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D. Approve Resolution 20161109-2 Regarding Designation of District Representative for the State School Facilities Program

The Board will be asked to approve a resolution designating Superintendent Jennifer Schwinn as the authorized representative of the Gravenstein Union School District.

Action taken/comments:

Motion _____ Second _____ Vote _____

E. Approval of Contract with Counterpoint Construction Services, Inc. for Construction Management Services

The Board will be asked to ratify a contract with Counterpoint Construction Services for Construction Management Services for Gravenstein Modernization Phase II project, not to exceed \$5,000 per month.

Action taken/comments:

Motion _____ Second _____ Vote _____

F. Consider Staffing of Gravenstein School and District

The Board will receive and update on the hiring of staff to replace recently retired employees. The Board will discuss the staffing of the Gravenstein School and District Offices. The Board will provide direction regarding additional staff that may be needed to adequately provide for needs of an increased number of students, staff and parents, etc. and ensure manageable employee workloads.

Action taken/comments:

Motion _____ Second _____ Vote _____

G. Approval of Salary Schedule for Business Manager Position

The Board will be asked to approve a salary schedule for the Business Manager position.

Action taken/comments:

Motion _____ Second _____ Vote _____

H. MOU w/ SCOE for E-Rate Services

The Board will be asked to approve the MOU with SCOE to receive discounted telephone and internet services.

Action taken/comments:

Motion _____ Second _____ Vote _____

GRAVENSTEIN UNION SCHOOL DISTRICT
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I. Approve MOU w/ SCOE for Temporary Business Services

The Board will be asked to approve an MOU with SCOE for temporary business services, such as completing the Food Program Audit and the First Interim budget report.

Action taken/comments:

Motion _____ Second _____ Vote _____

J. Approval of Salary Schedule for Superintendent Position

The Board will be asked to approve a salary schedule for the District Superintendent position.

Action taken/comments:

Motion _____ Second _____ Vote _____

K. Approval of Pear Deck Pupil Assessment Software

The Board will be asked to approve a one-year District-wide license for pupil assessment software for \$1,000.

Action taken/comments:

Motion _____ Second _____ Vote _____

VI. GENERAL

A. Approve BB 9270—Conflict of Interest

The Board will be asked to review and approve an updated Conflict of Interest policy, to include BB 9270 and E 9270.

Action taken/comments:

Motion _____ Second _____ Vote _____

B. Approve Resolution 20161109-3—Conflict of Interest

The Board will be asked to approve a resolution to adopt the revised Conflict of Interest policy.

Action taken/comments:

Motion _____ Second _____ Vote _____

GRAVENSTEIN UNION SCHOOL DISTRICT
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C. Consider Providing CPR Training for All Employees

The Board will be asked to consider providing CPR training for all employees. All employees who may be in a situation that requires administering an Epi Pen (e.g. a teacher on a field trip, yard supervisors, and office staff) are required to have CPR training. We have also recently installed AED devices, and we would benefit from staff trained in its use. Therefore, the Board may determine to provide CPR training for all interested and available staff at a cost of \$30 each.

Action taken/comments:

Motion _____ Second _____ Vote _____

D. Approve Policy on Epi Pen Use

The Board will approve a policy on the use of Epi Pens.

Action taken/comments:

Motion _____ Second _____ Vote _____

E. Approve Policy on Toilet Training for TK and KG Students

The Board will be asked to approve a policy on toilet training guidelines for TK and KG students.

Action taken/comments:

Motion _____ Second _____ Vote _____

F. Approve CALPERS Waiver for the Employment of Cheryl DeMarta

The Board will be asked to approve a waiver for the employment of Cheryl DeMarta as temporary secretary at Hillcrest Middle School.

Action taken/comments:

Motion _____ Second _____ Vote _____

G. Consider Nominations for CSBA Delegate Assembly

The Board will be asked to consider nominations for the CSBA Delegate Assembly.

Action taken/comments:

Motion _____ Second _____ Vote _____

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VII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

VIII. CLOSED SESSION

A. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

1) Conference with Labor Negotiator

District Negotiator: Jennifer Schwinn, Superintendent
Represented Employees: Gravenstein Union Teachers Assoc.

2) Hiring of Wanda Holden as Chief Business Official (CBO)
-Full-Time Exempt Classified Position

3) Existing Litigation per GC 54956.9(d)—Case #SCV258468

4) Potential Litigation per GC 54956.9(d)

IX. OPEN SESSION

A. Any reportable action taken during closed session shall be reported when the Board comes back into open session.

Motion _____ Second _____ Vote _____

X. FUTURE BOARD MEETINGS:

Next Regular Board Meeting: December 14, 2016—5 p.m.

Approval of First Interim Budget Report

XI. ADJOURNMENT

Motion _____ Second _____ Vote _____

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Gravenstein Elementary
3840 Twig Ave.
Sebastopol, CA 95472-575
(707) 823-7008

III F.I.

CBEDS Count By Grade, Class & Gender
11/04/2016

Class Id	Teacher	Period	Course Name	Room	Girls	Boys	Total
Grade 01							
1B	Kindred	0H	Grade 1	4	10	10	20
Grade1-B	Candau	0H	Grade 1	3	18	23	41
Grade1-D	Clement	0H	Grade 1	19	9	9	18
Grade 01 Subtotal					37	42	79
Grade 02							
2D	Otterson	0H	Grade 2	8	6	12	18
2E	DeBolt	0H	Grade 2	6	9	11	20
Grade2-A	Basque	0H	Grade 2	9	11	9	20
Grade2-B	Sprinkle	0H	Grade 2	7	8	11	19
Grade 02 Subtotal					34	43	77
Grade 03							
3B	Haas	0H	Grade 3	8	8	12	20
3C	Nordstrom	0H	Grade 3	5	10	10	20
3D	Mattish	0H	Grade 3	13	13	7	20
Grade3 E	Vestal	0H	Grade 3	9	8	12	20
Grade 03 Subtotal					39	41	80
Grade 04							
4A	Brown	0H	Grade 4	17	15	11	26
Grade4-A	Molina	0H	Grade 4	11	11	10	21
Grade4-B	Sully	0H	Grade 4	18	13	9	22
Grade4-C	Davis	0H	Grade 4	11	5	4	9
Grade 04 Subtotal					44	34	78
Grade 05							
5B	Pugno	0H	Grade 5	16	11	13	24
5C	Urmini	0H	Grade 5	15	9	9	18
Grade5-A	Davis	0H	Grade 5		2	5	7
Grade5-C	Gorman	0H	Grade 5	14	16	9	25
Grade 05 Subtotal					38	36	74
Grade KN							
OK1	Trivunovic	0H	Kindergarten		6	13	19
OK2	Crandall	0H	Kindergarten	K	10	9	19
OK4	Redfern	0H	Kindergarten	1	7	9	16
Grade0K-B	Tomsky	0H	Kindergarten	1	0	2	2
Grade0TK-A	Tomsky	0H	Transitional Kindergarten	2	8	4	12
OK3	Briggs	0H	Kindergarten	2	11	7	18
Grade KN Subtotal					42	44	86
Total For School:					234	240	474

Gravenstein Elementary

3340 Twig Ave.
Sebastopol, CA 95472-575
(707) 823-7008

CBEDS Count By Grade, Class & Gender 11/04/2016

Class Id	Teacher	Period	Course Name	Room	Girls	Boys	Total
Grade 06							
HOME6-A	Dexter	0	Homeroom 6	2	15	9	24
HOME6-B	Kinman	0	Homeroom 6	10	7	8	15
HOME6H	Helton	0	Homeroom 6	9	6	9	15
HOME6R	Rich	0	Homeroom 6	1	12	12	24
Grade 06 Subtotal					40	38	78
Grade 07							
HOME7	Collins	0	Homeroom 7	4	13	13	26
HOME7-A	Sotiras	0	Homeroom 7		9	9	18
HOME7-B	Blanco	0	Homeroom 7	17	9	9	18
HOME7-D	Clements	0	Homeroom 7	6	16	9	25
Grade 07 Subtotal					47	40	87
Grade 08							
HOME8	Sporrer	0	Homeroom 8	3	13	13	26
HOME8-A	Shore	0	Homeroom 8	P1	13	13	26
HOME8-B	Cole	0	Homeroom 8	12	10	18	28
Grade 08 Subtotal					36	44	80
Total For School:					123	122	245

16/17 Grav. Music Schedule

jschwinn@grav.k12.ca.us

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View only

	A	B	C	D	E	F	G
1							
2							
3							
4		MONDAY		TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
5							
6	8-8:30	Strings		Jazz	Strings	Jazz	
7	8:51-9:35	6th Grade Band		6th Grade Band	6th Grade Band	Prep	6th Grade
8	9:38-10:22	7th Grade Band		Prep	7th Grade Band	6th Grade Band	7th Grade
9	10:22-10:29	Break		Break	Break	Break	Break
10	10:32-11:16	8th Grade Band		Mattish (10:50-11:20)	6th Grade Band	Sprinkle (10:50-11:20)	6th Grade

Daily schedule ERD



GRAVENSTEIN UNION SCHOOL DISTRICT
REGULAR BOARD MEETING MINUTES
 Wednesday, October 12, 2016

I. **CALL TO ORDER** Pres. Horn called the meeting to order at 5:01 p.m. Mems. Appling, Beck, and Wickland present. Member Weaver absent.

II. **PUBLIC INPUT ON ITEMS NOT ON THE AGENDA**

Hillcrest Band teacher, Mr. Pulley spoke about his enthusiasm for teaching students in the GUSD and his desire to maintain the highest quality Band program in the area.

III. **APPROVAL OF CONSENT AGENDA**

- A. Approval of Agenda Order
- B. Approval of Minutes: Regular Meeting Minutes 9-14-2016
- C. Vendor Warrants
- D. Accept donation of \$30.00 from Lawrence Pulley and \$30.00 match from PG&E for the Music Program
- E. Approval of contract with Nancy Ricciardi for \$7,990
- F. Quarterly Williams Act Uniform Complaint Summary July 1 – September 30, 2016
- G. Acknowledgement of the retirement of Wilson, Anne, 30 days, School Nurse, effective 12/14/2016.

Mr. Horn moved to approve the consent agenda with an additional note regarding Nancy Ricciardi's contract not to exceed \$7,990. Appling seconded, 4 -0 vote yes.

IV. **REPORTS/CORRESPONDENCE**

- A. Board Reports: The Board had no reports.
- B. Superintendent Report: Superintendent Schwinn reported on the current busing challenges, including a shortage of drivers, high school students riding the bus with younger students, and school buses for field trips having to occur between the hours of 9 - 1. She reported that the AEDs are installed and fully functioning at both schools and discussed ways to get more staff trained in CPR. Superintendent Schwinn requested additional time for a report on charter renewal.
- C. Hillcrest Report: Principal Carn reported on Hillcrest enrollment, the 8th grade Yosemite field trips, the recent Student Council election and a plan for an on-site composting program.
- D. GUTA Report - GUTA President Christina Urmini reported on the recent BTSN events, recent field trips and the Cardboard Challenge activity. She reported that IXL is working great for grades 1 - 8, but is not accessible for kindergarten, FT reports, and the successful 6th grade cardboard challenge activity.

V. BUSINESSS

A. Update on Gravenstein Modernization - Phase 2

The work is now focused on the new administrative wing and has run into some challenges, especially with the foundation. Ramps for the ballfields will be poured in the next three weeks.

B. District architect Doug Hilberman reported on numerous change orders. President Horn moved to approve V.B through V.T as one action, Member Wickland seconded, 4-0 yes

CO # 15 - \$2,348.40	CO #22 - \$1,808.66	CO #29 - (\$34,222.02)
CO #16 - \$6,783.46	CO #23 - \$5,447.31	CO #30 - \$1,024.68
CO #17 - \$1,310.90	CO #24 - \$4,975.29	CO #31 - (\$1,749.81)
CO #18 - \$7,685.70	CO #25 - \$9,794.92	CO #32 - 1,416.12
CO #19 - \$6,278.29	CO #26 - \$9,816.38	CO #33 - 84,518.67
CO #20 - \$1,443.30	CO # 27 - \$19,619.24	
CO #21 - (\$1,270.92)	CO #28 - \$4,779.24	

The District will seek reimbursement from Silver Creek for V.E (\$7,685.70) and V.S (\$1,416.12). AXIA Architects will reimburse the District for V.F (\$6,278.29).

U. Discussion / Action about change order approval limits.

Business Manager Howatt explained how the 10% limit for change orders can be exceeded legally without initiating the rebidding process. No action taken.

V. Discussion/Action State Facilities Funding application

Business Manager Howatt spoke about Phase III plans and reimbursement eligibility. A conference call will be held with Jack Schreder consultants on Oct. 14 at 11am to discuss this issue further. No action taken.

W. Discussion on Traffic at School Sites

Supt. Schwinn reported on all the suggestions she has received from parents and neighbors to improve the situation, some being feasible and some not. The traffic congestion during the afternoon pick-up times at Gravenstein seem to be worse than the morning traffic. But both times are problematic. The board agreed to explore having a traffic sub-committee to work on solutions to this frustrating problem.

X. Public Hearing for Sufficiency of Textbooks for 2016-17

Pres. Horn opened the hearing at 7:02 PM and closed it at 7:03 PM after no public comment was received.

Y. Approval of Resolution #161012-1 - Textbook and Instructional Materials Sufficiency for the GUSD for 2016-17

Member Wickland moved to approve the resolution, Member Beck seconded. Vote 4 -0.

Z. Approval of IXL: Learning Implementation Tool.

Discussion of 1 year vs. 3 year subscription. 1 - 8 grade levels will use it. Feedback from teachers is very positive. The money would come from textbook funds. Motion by Member Wickland to approve a 3 year subscription for \$19,656. Second by Member Appling. Vote 4 - 0.

AA. Approval of Flocabulary Site License for 1 year subscription for \$1,300.

Supt. Schwinn discussed the program and the good deal that's been offered so that all GUSD can have an account. Motion by Member Wickland to approve. Second by Member Appling. Vote 4 - 0 yes.

BB. Approval of one-year contract for \$1,016.45 for One Call system for phone messaging. Motion to approve by Pres. Horn. Second by Member Beck. Vote 4- 0 yes.

CC. Approval of one-year contract for \$595 with Document Tracking Systems for managing district plans. Motion to approve by Pres. Horn. Second by Member Wickland. Vote 4- 0 yes.

DD. Approval of Local Agency Subscription Agreement for participation in the State Purchases Card Services (CAL-Card program) to provide credit card services for the District

Business Manager Howatt expressed that she feels this is preferable to the current B of A arrangement. Motion to approve by Pres. Horn. Second by Member Appling. Vote 4- 0 yes.

EE. Resolution to support Proposition 55.

Discussion on state funding issues. Motion to approve by Pres. Horn with additional language about using these funds for teacher salaries. Second by Member Wickland. Vote 4- 0 yes.

FF. Approval of salary schedule for Business Manager position.

Motion to table item until November meeting by Pres. Horn. Second by Member Wickland. Vote 4- 0 yes.

GG. Discussion on Board Email Protocol. Discussion.
All members would like a district email account

VI. BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

- A. BB 9270 B. Resolution #161012-3

A and B tabled until November. Motion to table item until November meeting by Pres. Horn.
Second by Member Wickland. Vote 4- 0 yes.

VIII. FUTURE MEETING DATES AND AGENDA ITEMS

November 9, 2016

- Administrative Salary Schedules
- State Facilities Funding
- Brief tour of Gravenstein campus

VIII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

No comment

IX. ADJOURN TO CLOSED SESSION

Motion to adjourn at 7:36 PM by Pres. Horn. Second by Member Wickland. 4 - 0 yes.

- A. Conference with Labor Negotiator, District – Jennifer Schwinn, Name of Organization – Gravenstein Union Teachers Association
- B. Existing Litigation – per GC54956.9 (d) – Case #SCV258468
- C. Public Employee
1. Performance Evaluation
Government Code section 54957): Business Manager
 2. Hiring – Coaches for Hillcrest Middle School Sports – contingent on completion of coaching certification, CPR and other employment paperwork
 - Basketball – 7th grade girls – Katie Deneau
 - Basketball – 8th grade girls – Rochelle Gregori

 - Flag Football – 6th grade boys – Will Whitehorn
 - Flag Football – 7th grade boys – Dave Mason
 - Flag Football – 8th grade boys – Dave Mason

 - Volleyball – 6th grade girls – Sharon Lochert
 - Volleyball – 7th grade girls – Sharon Lochert
 - Volleyball – 8th grade girls – Sharon Lochert

Motion: Appling Second: Wickland Vote: 4-0 _____

C. Superintendent Evaluation

X. RECONVENE TO OPEN SESSION

Time 8:59 PM Motion _____ Horn _____ Second Wickland Vote 4-0

A. Announce Action Taken in Closed Session

Action taken as noted above

XI. ADJOURNMENT

Time 9:00 PM Motion Horn Second Appling Vote 4-0

Checks Dated 10/07/2016 through 11/04/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1516958	10/07/2016	ACSIG	01-9573	Employee's Dental Plan Coverage 16/17	6,765.63	72.00
1516959	10/07/2016	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2016-17	72.00	
1516960	10/07/2016	Isaac Kuster dba I.A. Kuster Const. Insp.	40-6230	DSA Class I Inspector Grav Modern Phase	3,145.00	
1516961	10/07/2016	Pacific Gas & Electric	01-5520	Electric and Gas for 2016-17 Gravenstein	162.32	
			03-5520	Electric and Gas for 2016-17 Gravenstein	1,868.26	
			04-5520	Electric and Gas for 2016-17 @ Hillcrest	1,602.30	
				Electric and Gas for 2016-17 Gravenstein	21.55	3,654.43
1516962	10/07/2016	ParknPool	01-4380	Replacement Picnic Table Bench	474.49	
			03-4400	Picnic Tables for Grav Elem	1,988.09	
				Unpaid Tax	187.68	2,274.90
1516963	10/07/2016	Peripole Inc.	03-4310	Recorders for Music Class 2016-17	548.15	
				Unpaid Tax	38.57	509.58
1516964	10/07/2016	Nancy Ricciardi	03-5830	Art program - GSF 2016-17 #1	32.65	1,870.00
1516965	10/07/2016	Ricoh Americas Corporation	01-5631	Copier Lease at schools and DO for 16/17	381.81	
			03-5631	Copier Lease at schools and DO for 16/17	339.10	753.56
			04-5631	Copier Lease at schools and DO for 16/17	309.28	
1516966	10/07/2016	School Nurse Supply, Inc	04-4390	Nurse Supplies @ Hillcrest	215.15	
1516967	10/07/2016	Seat Sack	04-4310	Clements - Instructional Supplies	16.40	198.75
				Unpaid Tax	152.00	
1516968	10/07/2016	Sonoma County Regional Parks	01-5826	1st Trad Field Trip - 10/21/16	14.00	140.00
1518849	10/14/2016	Brookhaven School	04-5828	8th Gr. Girls BB Tournament 10/17-21/16	1,500.76	
1518850	10/14/2016	Audra Cauchon	03-9510	Mileage Reimbursment	291.13	
1518851	10/14/2016	Classroom Direct	12-4390	Daycare & Homework Club Supplies	36.00	
1518852	10/14/2016	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2016-17	82.00	
1518853	10/14/2016	J. Stanley Correia	01-5830	16/17 Psych Services	764.00	860.00
			03-5830	16/17 Psych Services	14.00	860.00
			04-5830	16/17 Psych Services	85.00	
			03-5826	11/8/16 FT for TK	552.79	
1518854	10/14/2016	Environmental Discovery Center	04-4110	2016-17 Books - Wonder for L Helton @	75.56	
1518855	10/14/2016	Follett School Solutions, Inc.	04-4110	2016-17 Books - Wonder for L Helton @	5.11	552.79
				HC		
1518856	10/14/2016	Interstate Music Supply	04-4310	Supplies for Music Program - Reeds	70.45	
				Unpaid Tax	2,000.00	
1518857	10/14/2016	Pacific Gas & Electric	21-6200	PG&E Grav Phase II 2nd part	246.00	
1518858	10/14/2016	Rohnert Park Gymnastics	03-5826	1st Enrich! Field Trip 10/19/16	77.70	
1518859	10/14/2016	Chris Shore	04-5826	Reimb for Yosemite Trip Snacks	732.12	
1518860	10/14/2016	Stanroy Music Center Inc.	04-5630	Musical Instrument Repair for 2016-17		

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.

020 - Gravenstein Union School District

Checks Dated 10/07/2016 through 11/04/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1518861	10/14/2016	Stephen Roatch Accountancy	01-5821 2015/16 Audit Contract		225.00	
			03-5821 2015/16 Audit Contract		2,610.00	4,500.00
			04-5821 2015/16 Audit Contract		1,665.00	2,397.52
			04-4310 Volleyball Tops			
1518862	10/14/2016	T&B Sports	01-5560 Waste Disposal for Grav 2016-17		31.05	
1518863	10/14/2016	West Sonoma County Disposal	03-5560 Waste Disposal for Grav 2016-17		357.06	604.83
			04-5560 Hillcrest Garbage service 2016-17		216.72	309,171.69
			40-6200 Grav Elem Modernization Phase II			117.72
			21-6200 Alarm system at Grav - Re-Install Door			
1518864	10/14/2016	Murray Building, Inc.	01-5911 Gravenstein AT&T CALNET 3 Charges	Contacts	23.66	
1520294	10/21/2016	All-Guard Alarm Systems, Inc	03-5911 Gravenstein AT&T CALNET 3 Charges	2016-17	282.35	
1520295	10/21/2016	AT&T Cabinet 3	04-5911 Gravenstein AT&T CALNET 3 Charges	2016-17	143.02	
			Hillcrest AT&T CALNET 3 Charges 2016-17		61.57	510.60
1520296	10/21/2016	AXIA	21-6210 Gravenstein Modernization, Job #940		5,464.40	5,472.42
1520297	10/21/2016	California Academy of Sciences c/o Contact Center	21-6215 Gravenstein Modernization, Job #940		8.02	294.15
1520298	10/21/2016	Carrol-Top Industries, Ic.	04-5826 6th Grade Trad FT 3-16-2017			
			01-4350 New CA Flag for Grav		6.84	
			03-4350 New CA Flag for Grav		78.71	79.94
				Unpaid Tax	5.61-	79.94
1520299	10/21/2016	Clover-Stornetta Farms Inc.	13-4700 Milk Purchases 2016-17			84.00
1520300	10/21/2016	Angela Follenvaider	03-5826 Reimn. for Food & Beverage for Pepperwood FT			196.55
1520301	10/21/2016	Erin Hanauer	03-5826 Food & Beverage for Pepperwood Preserve			312.09
			Field Trip			13.05
1520302	10/21/2016	MCI Comm Service	12-5911 Daycare Phone Line for 2016-17			330.00
1520303	10/21/2016	Museum of the American Indian	03-5826 4th grade field trip			330.00
1520304	10/21/2016	Museum of the American Indian	03-5826 4th grade field trip			626.30
1520305	10/21/2016	Music Theatre International	04-4310 Showkit for Disney's Mulan JR			590.00
			Unpaid Tax		36.30-	377.96
1520306	10/21/2016	Office Depot	03-4359 Clssrm Supplies - Grav Teachers			152.00
1520307	10/21/2016	Aimee Otterson	03-5826 2nd Gr Traditional Field Trip - 10/21/2016			83.98
1520308	10/21/2016	Jackie Rollag	03-5826 Reimn. for Food & Beverage for Pepperwood FT			

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.

020 - Gravenstein Union School District

Generated for Caroline Purtell (CPURTELL), Nov 4 2016 1:42PM

ReqPay12c

Board Report

Checks Dated 10/07/2016 through 11/04/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1520309	10/21/2016	Sebastopol Lock Shop	03-4370	Keys copies, Districtwide	13.08	19.62
			04-4370	Keys copies, Districtwide	6.54	90.00
1520310	10/21/2016	Sonoma County Regional Parks	03-5826	2nd GrTraditional Field Trip - 10/28/2016		
1520311	10/21/2016	Weeks Drilling & Pump Co. Inc.	01-5530	Gravenstein Elem Water Service for 2016-17	25.75	
			03-5530	Gravenstein Elem Water Service for 2016-17	296.10	
1520312	10/21/2016	Joel Aguayo	04-5530	Hillcrest Water Service for 2016-17	284.47	606.32
			04-5880	Referee for Flag Football 09-26-2016	70.00	
				Referee for Flag Football 09-30-2016	70.00	140.00
1520313	10/21/2016	Analytical Sciences	01-5830	Water testing for Grav 2016/17	6.56	
			03-5830	Water testing for Grav 2016/17	75.44	164.00
			04-5830	Water testing @ Hillcrest 2016/17	82.00	273.45
1520314	10/21/2016	California Academy of Sciences c/o Contact Center	04-5826	6th Grade Enrich Field Trip 11/22/16 - Dexter		
			13-4700	Milk Purchases 2016-17	60.00	60.00
1520315	10/21/2016	Clover-Stornetta Farms Inc.	04-5880	Referee for Basketball 10/04/16	40.00	40.00
1520316	10/21/2016	Tony Corsello	04-5950	Reimb for Postage for CUM File	10.00	10.00
1520317	10/21/2016	Amy Gloeckner	04-5880	Referee for Basketball 10/06/16	70.00	70.00
1520318	10/21/2016	John Inschwiler	04-5880	Referee for Basketball 10/07/16	70.00	70.00
1520319	10/21/2016	Don Madronich	04-4310	Clstrm Supplies - Hillcrest Clements	20.00	161.39
1520320	10/21/2016	Office Depot	04-5880	Referee for Volleyball 10/04/16	20.00	40.00
1520321	10/21/2016	Alyssa Reed		Referee for Volleyball 10/05/16	13.91	
1520322	10/21/2016	Ricoh Americas Corporation	01-5631	Copier Lease at schools - Duplicate 16/17	160.01	354.40
			03-5631	Copier Lease at schools - Duplicate 16/17	180.48	40.00
1520323	10/21/2016	Rich Ruybalid	04-5880	Referee for Flag Football 09-27-2016	1.26	
1520324	10/21/2016	Jennifer Schwinn	01-4355	Reimb for GUTA Mtg Snacks	15.17	
			03-4355	Reimb for GUTA Mtg Snacks	8.85	25.28
			04-4355	Reimb for GUTA Mtg Snacks	85.00	
1520325	10/21/2016	Sonoma County Office Of Ed.	03-5880	2017 Spelling Bee (grades 4-5) Gravenstein	85.00	170.00
			04-5880	2017 Spelling Bee (grades 6-8) - Hillcrest	814.55	814.55
1520326	10/21/2016	Brian Sposato	03-5630	Sewer Jet Cleaning @ Gravenstein, #2	70.00	
1520327	10/21/2016	Lonnie VanZandt	04-5880	Referee for Basketball 10/03/16	40.00	110.00
				Referee for Basketball 9/08/16	2.63	
1521524	10/26/2016	Business Card	01-4362	Fuel for maintenance	1.33	
			01-4370	Maint. & Cust Supplies @ Grav. & Hillcrest		

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 Page 3 of 7

Checks Dated 10/07/2016 through 11/04/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1521524	10/26/2016	Business Card				
			01-4380	Maint. Supplies @ Grav. & Hillcrest	.95	
				Maint. Supplies @ Gravenstein & HC	.59	
				Maint. Supplies @ Grav. & Hillcrest	3.79	
			03-4362	Fuel for maintenance	31.47	
				03-4370 Cups for Gravenstein	32.89	
				Maint. Supplies @ Gravenstein	10.86	
				Maint. & Cust Supplies @ Grav. & Hillcrest	15.91	
				Maint. Supplies @ Grav. & Hillcrest	10.18	
			03-4380	Maint. Supplies @ Gravenstein	47.96	
				Maint. Supplies @ Gravenstein & HC	6.98	
				Maint. & Cust Supplies @ Grav. & Hillcrest	10.30	
				Maint. Supplies @ Grav. & Hillcrest	185.18	
				04-4362 Fuel for maintenance	18.36	
				04-4370 Maint. & Cust Supplies @ Grav. & Hillcrest	9.28	
			04-4380	Maint. Supplies @ Gravenstein & HC	1.89	
				Maint. & Cust Supplies @ Grav. & Hillcrest	74.41	
				Maint. Supplies @ Grav. & Hillcrest	46.31	511.27
1521525	10/26/2016	Business Card				
			01-5869	Annual Membership Fee October 2016	1.25	
				03-5869 Annual Membership Fee October 2016	15.00	
				04-5869 Annual Membership Fee October 2016	8.75	25.00
1521526	10/26/2016	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2016-17		60.00
1521527	10/26/2016	Rogelio Cruz	04-5880	Referee for Volleyball 10/17/16		10.00
1521528	10/26/2016	Tyson Cummings	04-5880	Referee for Flag Football 10-4-2016		40.00
1521529	10/26/2016	Dept Of Justice, Acctg Office	01-5862	Fingerprinting for staff 2016-17	4.80	
				03-5862 Fingerprinting for Enrichl Parents for 2016/17	384.00	
				Fingerprinting for staff 2016-17	57.60	
				Fingerprinting for Enrichl Parents for 2016/17	96.00	
1521530	10/26/2016	John Innschweller	04-5880	Referee for Basketball 10/06/16	33.60	576.00
1521531	10/26/2016	Kylie Johnson	04-5880	Referee for Volleyball 10/20/16		70.00
1521532	10/26/2016	Anthony Lopez	04-5880	Referee for Flag Football 10-5-2016		20.00
1521533	10/26/2016	Luther Burbank Ctr Fr The Arts	03-5826	2nd Grade Enrichl Field Trips		70.00
1521534	10/26/2016	Ava Jane Ryan	04-5880	Referee for Volleyball 10/18/16		480.00
1521535	10/26/2016	School Specialty	04-4380	Repl White Boards for Hillcrest		20.00
1521536	10/26/2016	Stanroy Music Center Inc.	04-4400	Musical Instrument for HC		3,953.03
						520.00

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.

Checks Dated 10/07/2016 through 11/04/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1521537	10/26/2016	Teachers' Curriculum Institute	04-5841	Teacher Subscr @ Hillcrest History Alive 8th Gr		228.00
1522384	10/28/2016	Alicia Kindred	01-9213	10-31-16 Payroll Check		3,150.00
1522385	10/28/2016	Kathleen LaGrave	03-5826	10-18-16 bike ride reimb		25.40
1522386	10/28/2016	Joel Aguayo	04-5880	Referee for Flag Football 10-10-2016		40.00
1522387	10/28/2016	All-Guard Alarm Systems, Inc	01-5830	Alarm system at Grav Elem 2016-17	46.02	
			03-5830	Alarm system at Grav Elem 2016-17	529.23	1,173.75
			04-5830	Alarm system at Hillcrest, 2016-17	598.50	
			04-5840	IT Consultant 2016-17		2,500.00
1522388	10/28/2016	Ally Technology Consulting LLC	01-4390	EPI Pens for District	34.68	
1522389	10/28/2016	CVS Pharmacy	03-4390	EPI Pens for District	398.65	
			04-4390	EPI Pens for District	216.66	649.99
			04-5880	Referee for Volleyball 10/13/16		20.00
1522390	10/28/2016	Kylie Johnson	03-5826	Reim. for Food & Beverage for Bike Ride		29.55
1522391	10/28/2016	Suzi Mattish	01-4350	Business Office Supplies	5.57	
1522392	10/28/2016	Office Depot	03-4350	Business Office Supplies	66.90	
			04-4350	Business Office Supplies	39.03	111.50
			03-4340	Projector for Gorman @ Grav.	435.27	
			03-4440	Elmo combo for Grav. Davis	884.51	
			04-4440	Elmo combo for HC Garson	884.51	
1522393	10/28/2016	Protech Projection Systems			154.69-	2,049.60
				Unpaid Tax		
			04-5880	Referee for Volleyball 10/11/16	20.00	
				Referee for Volleyball 10/21/16	20.00	40.00
1522394	10/28/2016	Alyssa Reed	12-4390	Daycare Supplies & Snacks for 2016/17		374.09
1522395	10/28/2016	Sawaway	03-5826	K (all) In-School FT for Jan 2017		600.00
1522396	10/28/2016	San Francisco Opera Guild	03-5630	Replacement Phone for TK Room	63.87	
1522397	10/28/2016	Brian Sposato			4.87-	59.00
				Unpaid Tax		
			04-5828	6th Grade Girls Volleyball Tournament		75.00
1523109	11/02/2016	Forestville Academy	03-4359	Cisrm Supplies - Grav Teachers	266.02	
1523110	11/02/2016	Office Depot	04-4350	Supplies Hillcrest Office & Teachers	318.59	
			04-4359	Supplies Hillcrest Office & Teachers	138.80	723.41
			12-4390	Daycare Supplies & Snacks for 2016/17		411.27
1523111	11/02/2016	Sawaway	01-9213	10-31-16 Payroll Check	7.56	3,400.00
1523112	11/02/2016	Ashley Vestal	01-5830	Fire Alarm System at Grav Elementary		
1523767	11/04/2016	Advanced Security Systems			86.94	94.50
			03-5830	Fire Alarm System at Grav Elementary		
				16/17		
			01-5840	IT Consultant 2016-17	125.01	
1523768	11/04/2016	Ally Technology Consulting LLC				

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

Checks Dated 10/07/2016 through 11/04/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1523768	11/04/2016	Ally Technology Consulting LLC	03-5840 IT Consultant 2016-17		1,495.66	2,500.00
			04-5840 IT Consultant 2016-17		879.33	5,536.31
1523769	11/04/2016	AXIA	21-6210 Gravenstein Modernization, Job #940			38,455.00
1523770	11/04/2016	California's Valued Trust	01-9572 Employee's CVT Health Plan Coverage			
1523771	11/04/2016	CDW Government Inc	01-4340 New Computer for Grav. Secretary		64.74	809.23
1523772	11/04/2016	LACO Associates	03-4340 New Computer for Grav. Secretary		744.49	5,086.68
1523773	11/04/2016	Pacific Gas & Electric	21-6230 Special Inspect & Testing @ Grav Summer 2016			
			01-5520 Electric and Gas for 2016-17 Gravenstein		217.30	
			Light Poles at Grav Elem 2016-17		1.75	
			03-5520 Electric and Gas for 2016-17 Gravenstein		2,501.02	
			Light Poles at Grav Elem 2016-17		20.17	
			04-5520 Electric and Gas for 2016-17 @ Hillcrest		2,096.39	
			Electric and Gas for 2016-17 Gravenstein		28.85	4,865.48
1523774	11/04/2016	Ricoh Americas Corporation	01-5631 Copier Lease at schools and DO for 16/17		32.65	
			03-5631 Copier Lease at schools and DO for 16/17		381.81	753.56
			04-5631 Copier Lease at schools and DO for 16/17		339.10	4,518.25
			13-4710 Lunch Program for 2016-17			
			01-5912 Supt Phone & Tablet Service		4.91	
1523775	11/04/2016	Santa Rosa City Schools	03-5912 Supt Phone & Tablet Service		58.92	
1523776	11/04/2016	Verizon	04-5912 Supt Phone & Tablet Service		34.37	98.20
1523777	11/04/2016	Vision Service Plan	01-9574 Employee's Vision Plan Coverage 16-17			1,573.00
Total Number of Checks					104	441,480.66

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	30	55,136.65
03	Gravenstein Elementary Charter	47	25,788.86
04	Hillcrest Middle Charter	58	24,554.77
12	Child Development Fund	4	1,089.54
13	Cafeteria Fund	6	4,830.25
21	Building	5	18,213.13
40	Special Reserve-capital Proj	2	312,316.69

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.

September 14, 2016

Jennifer Schwinn, Superintendent
Gravenstein Union School District
3840 Twig Avenue
Sebastopol, CA 95472

Dear Ms. Schwinn:

In accordance with Education Code Section 42127, the Sonoma County Superintendent of Schools (County) has reviewed the Gravenstein Union School District's (District) 2016-17 Adopted Budget to determine if it complies with the Criteria and Standards for fiscal stability and allows the District to meet its financial obligations for the budget and two subsequent years. The 2016-17 Adopted Budget may only be approved subsequent to the approval of the District's 2016-17 Local Control Accountability Plan (LCAP).

The District's Adopted Budget has been analyzed in the context of the May Revision to the Governor's budget proposal for the 2016-17 year, as well as the 2016-17 Adopted State Budget and related trailer bills that were approved subsequent to the District's budget adoption and the County's approval of the District's 2016-17 LCAP. Based on our analysis, the County Office has concluded the District has met the necessary requirements and therefore **approves** the District's budget as adopted by the District Board of Trustees (Board).

Adopted Budget

As adopted by the District's Governing Board, which includes the District and conversion charter schools, the 2016-17 budget reflects an unrestricted ending fund balance in the General Fund of \$8,175,779 and an increase to *total* fund balance of 274,643. The District is projecting an unrestricted ending fund balance of \$8,346,802 in 2017-18 and \$8,436,345 in 2018-19. The minimum reserve is reported as met in all years.

Collective Bargaining

Based upon the Criteria and Standards, negotiations for all bargaining units in the 2016-17 fiscal year are not settled.

Summary

Our Office appreciates the preparation and timely submittal of your Adopted Budget report. The First Interim Report is due to our office no later than December 15, 2016. **Please see the attached for standard reminders.** If you have any questions, please feel free to call me at (707) 524-2635.

Sincerely,



Judy Thomson
Director Fiscal Services

c: Dr. Steven Herrington Mary Downey Catrina Howatt Sarah Lampenfeld

Standard Reminders ~ All Districts

Adopting LCAP Revisions during the period the LCAP is in effect

EC sections 52062(c) and 52068(c) allow districts to adopt revisions to an LCAP during the period the LCAP is in effect if they follow the same process for adopting the LCAP. EC sections 52070 and 52070.5 specify that no later than five days after the adoption of an LCAP or annual update to an LCAP, the plan must be filed with the COE. While timelines identified in these sections are reflective of an annual process, statute does provide a process for a revised LCAP to be approved by the appropriate entity.

Reserve Transparency

Education code 42127(a)(2)(B), a reserve transparency provision, requires a district's *public hearing (which takes place prior to the day of adoption)* for a proposed Budget adoption, provide all of the following for *public review and discussion*:

- ✦ The *minimum recommended reserve for economic uncertainties* for each fiscal year identified in the budget.
- ✦ The *combined assigned and unassigned ending fund balances that are in excess of minimum recommended reserve for economic uncertainties* for each fiscal year identified in the budget.
- ✦ A *statement of reasons* that substantiate the need for assigned and unassigned fund balance in excess of the minimum recommended reserve for economic uncertainties for each fiscal year.

Unless the aforementioned is performed, the County may only conditionally approve or disapprove a school district's budget. Please make note that the reserve transparency public review and discussion should take place at the public hearing associated with the proposed budget and proposed LCAP. The aforementioned documents must be adopted at a later date.

Reporting Requirements for Proposed Debt Issuances

AB 2274 amended Government Code Section 8855 and is effective January 1, 2015. It requires LEAs to notify the California Debt Investment Advisory Commission (CDIAC) of **any proposed debt issuance**, which would include refinancing and other secondary issuances. In addition, the bill established reporting timeframes. No later than 30 days *prior to the sale* of any debt issue, the issuer shall submit a report of the proposed issuance to CDIAC. Not later than 21 days *after the sale* of the debt, the issuer shall submit a report of final sale to CDIAC. Instructions to all of the requirements that CDIAC needs depending on the type of debt transaction and applicable reporting forms are available at: <http://www.treasurer.ca.gov/cdiac/reporting.asp>

AB 2551 enhances transparency requirements for local bond elections, including Proposition 39 (2000) and two-thirds vote general obligation bonds. The bill requires LEAs attempting to pass local bonds to *submit to their local elections office* the total estimated debt service, including principal and interest, if all bonds are issued, as part of the Tax Rate Statement required pursuant to Elections Code Sections 9400-9401. The aforementioned reporting requirements are applicable to any issuance of debt after AB 2274 adds reporting requirements to debt from bonds already approved by voters. It requires agencies to notify CDIAC of **any proposed debt issuance, which would include refinancing and other secondary issuances**. The provisions of AB 2551 will be required for any local bond elections after January 1, 2015.

Standard Reminders ~ All Districts (continued)

Reporting Requirements for Non-Voter-Approved Debt

Education Code Section 17150 requires school districts to notify the County Superintendent of Schools and County Auditor at least 30 days prior to the governing boards' approval of the issuance of certificates of participation (COPs) or other non-voter-approved debt secured by real property such as: Lease purchases (LP) secured by real property; Qualified Zone Academy Bonds (QZABs) secured by real property; Revenue bonds; Energy Loans or Bond Anticipation Notes (BANs). Under the new law, the district must provide repayment schedules, evidence of the ability to repay, and costs of issuance as well as information necessary to assess the anticipated effect of the debt issuance. Within 15 days of the receipt of the information, the County Superintendent of Schools and the County Auditor are authorized to comment publicly regarding the district's capacity to repay the debt obligation, based on the information provided.

Collective Bargaining Disclosure

If any collective bargaining settlements are reached during the current year all districts are being reminded of the public disclosure obligation. An important AB 1200 reporting requirement is the statute for tentative collective bargaining agreements to meet the requirements of Government Code Section 3547.5 and Education Code Sections 42131 and 42142, both of which outline the District's responsibilities for public disclosure and budget revisions for collective bargaining agreements. A three-year analysis must be completed to determine the impact of negotiations in future years. The superintendent and chief business officer must certify that the District can meet the costs incurred under the agreement. The governing board must take formal board action to approve the proposed agreement. Please note that within 45 days of the settlement, the District must send to SCOE any revisions to the District's current budget necessary to fulfill the terms of the agreement.

Submission of Studies, Reports, Evaluations and/or Audits

Education Code Sections 42127 and 42127.6 require districts to submit to the County Office any studies, reports, evaluations, or audits done of the district that contain evidence that the district is showing fiscal distress. They also require the County Office to incorporate that information into the analysis of budgets, interim reports, and the District's overall financial condition.

We request that the District submit to this office any such documents commissioned by the District (e.g. reports done by Fiscal Crisis and Management Assistance Team), or by the State Superintendent of Public Instruction and/or a state control agency any time they are received by your District.

SB740

Please note that a SB740 funding determination may be required when a charter school offers instructional time in a nonclassroom based setting. Charter schools that do not submit a request by the due date may not receive a funding determination, and could have their State apportionment associated with its nonclassroom based ADA reduced to zero. SB740 regulations, instructions and form can be found at:

<http://www.cde.ca.gov/sp/cs/as/nclrbifunddet.asp> .

Additional Standard Reminders for School Districts with Qualified or Negative Certifications

Debt Issuance

The statutory requirements for debt issuance for school districts with qualified or negative interim report certifications are specifically addressed by E.C. Section 42133(a), and read as follows:

"A school district that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax anticipation notes, revenue bonds, or any other debt instruments that do not require the approval of the voters of the district, nor may the district cause an information report regarding the debt instrument to be submitted pursuant to subdivision (e) of Section 149 of Title 26 of the United States Code, unless the county superintendent of schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. A school district is deemed to have a qualified or negative certification for purposes of this subdivision if, pursuant to this article, it files that certification or the county superintendent of schools classifies the certification of that fiscal year to be qualified or negative."

Collective Bargaining

Government Code Section 3540.2 provides added oversight related to the collective bargaining process. Any school district with a Qualified or Negative certification under Education Code Section 42131 **shall allow the county office of education at least ten working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer, or designated representative, before it is ratified.** The school district shall provide the county office with all information relevant to yield an understanding of financial impact of that agreement. The county superintendent shall notify the school district, county board of education, district superintendent, governing board of the school district, and each parent and teacher organization of the district within those 10 days if, in his or her opinion, the agreement would endanger the fiscal well-being of the school district.

Per Government Code 3540.2(d), a school district shall, upon request, provide the county superintendent of schools with all information relevant to provide an understanding of the financial impact of any final collective bargaining agreement reached.

IV D 2

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Santa Rosa Area
6100 Labath Avenue
Rohnert Park, CA 94928-7915
(707) 588-1400
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



September 13, 2016

RECEIVED OCT 18 2016

File No. 360.11241.A16975

Jennifer Schwinn
3840 Twig Ave
Sebastopol CA 95472

Subject: Traffic Complaint #16-171

Dear Ms. Schwinn:

Thank you for your concerns regarding traffic safety, specifically on Twig Avenue near Gravenstein Elementary School in Sebastopol, California. We value your effort to help us make our communities safer and have assigned your complaint to a Neighborhood Patrol Team (NPT) Officer.

Within the next few days, you will be contacted by the NPT officer so your complaint can be further discussed, and to aid with proper assessment and the best course of action.

Again, we appreciate your interest in traffic safety. If you have any questions concerning this correspondence, or wish to update your complaint information, you may contact us directly at (707) 588-1400.

Sincerely,

A handwritten signature in cursive script that reads "M. E. Palacio".

M. E. PALACIO, Captain
Commander
Santa Rosa Area



IV E L

Tonia D. Seidita
370 Alden Court
Windsor, CA 95492

October 17, 2016

Jennifer Schwinn, Superintendent
Gravenstein Union School District
3840 Twig Avenue
Sebastopol, CA 95472

Dear Ms. Schwinn:

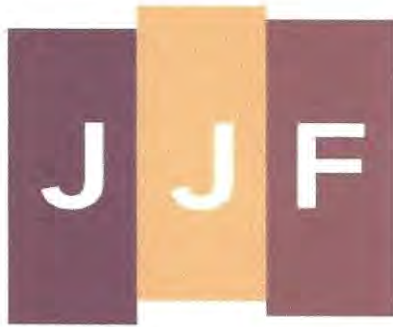
This letter is my notification that I will resign from my positions of Administrative Assistant and Daycare Director with Gravenstein Union School District to take CalPERS retirement on November 1, 2016. My last day of work will be October 31, 2016.

Thank you for the opportunity to work at Gravenstein over the last three years.

Sincerely,


Tonia D. Seidita

Accepted 10/17/16
JSC



THE JOHN JORDAN FOUNDATION

October 15, 2016

Jennifer Schwinn
Gravenstein Union
3840 Twig
Sebastopol CA 95472

Dear Superintendent Schwinn,

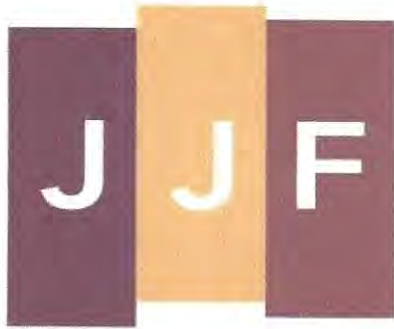
It is my pleasure to confirm the John Jordan Foundation investment in your district through the Teacher's Wishes mini grant program. The teachers and sites are listed below and a check is enclosed. I look forward to your updates about the success of your programs.

George Sotiras	Hillcrest	300
Sara Kate Crandall	Gravenstein Elementary	300

The following terms and conditions apply to your organization's use of the Foundation's grant:

1. Purpose

Under United States law, Foundation grant funds, and income earned on those funds, may be spent only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the purposes stated in this letter, and it is agreed that these grant funds will be used only for such purposes substantially in accordance with the budget submitted with your grant proposal. It is also understood that no substantial changes will be made from the approved budget without the Foundation's prior approval in writing.



THE JOHN JORDAN FOUNDATION

2. Reporting

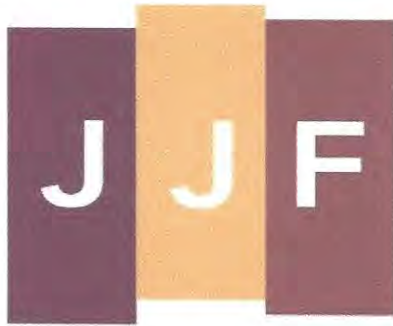
A written report signed by an appropriate officer of your organization must be furnished to the Foundation to the within three (3) months after the close of each fiscal year in which your organization receives or spends any portion of Foundation grant funds (including income, if any, from such funds) until the grant funds are spent in full or the grant is otherwise terminated.

3. Prohibited Activities

So that the Foundation may comply with the tax laws of the United States, it is understood that Foundation grant funds will not be used for any of the following purposes:

- f. To carry on propaganda, or otherwise to attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code);
 - B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the United States Internal Revenue Code);
 - G. To make grants to individuals for travel, study or other similar purposes by such individuals (such as scholarships, fellowships or grants for research), unless such grants satisfy the requirements of Section 4945(g) of the IRC.
 - H. To make any grant to any other organization (other than to public charities or exempt operating foundations) which does not comply with the requirements of Section 4945(d)(4) of the United States Internal Revenue Code; or
- i. To undertake any activity for any purpose other than the charitable purposes specified in Section 170(c)(2)(B) of the United States Internal Revenue Code.

If you have further questions regarding activities that are not permitted, please contact the Foundation.



THE JOHN JORDAN FOUNDATION


4. Return of Unused Funds

Any grant funds, and any income earned on those funds, that are not spent or committed for the purposes of the grant, must be returned to the Foundation.

On behalf of the John Jordan Foundation, may I extend every good wish for the success of your work.

The John Jordan Foundation is a 501 (c) (3) nonprofit organization. Our FEIN is 45-4735384.

Thank you,



Lisa Wittke Schaffner
Executive Director

THE JOHN JORDAN FOUNDATION
PO BOX 1949
HEALDSBURG, CA 95448

1606

90-8130/3211

Date 10-5-16

CHECK ARMOR

PAY to the
order of

Stavenstein Inn

\$ 600.00

Six hundred dollars and 00/100

Dollars

Security
Features
Details on
Back.



SUMMIT STATE BANK
1001 VINE STREET • HEALDSBURG, CA 95448

[Handwritten Signature]

FOR _____

⑈001606⑈

Project: Gravenstein Union School District
Gravenstein Elem. School Modernization –
Phase 3
Project No. 988.00

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, A California Corporation, 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) Gravenstein Elementary School Modernization Phase 3 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 Gravenstein Elementary School 3840 Twig Avenue, 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 \$78,640.00 plus expenses 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 not 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:

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	N/A	N/A
Design Development	30	30
Construction Documents	40	70
DSA Approval	3	73
Bid Phase	5	78
Construction Phase	17	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: Not part of this Agreement. Schematic Design was performed under a separate agreement and shall be the basis for the design services in this agreement.

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.

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 Designer	Doug Hilberman	AXIA Architects
Project Architect	Doug Hilberman	AXIA Architects
Project Manager	Gregg Rake	AXIA Architects
Principal Engineer, Structural	Kevin Zucco	ZFA Structural Eng.
Principal Engineer, Mechanical	Tim Souza	TEP Engineers

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, 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.
- t. Services for the following disciplines: detailed cost estimating, acoustical engineering, signage and graphics (other than for code-required signage), energy management, food service, civil engineering, and security engineering, fire alarm and 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 beyond conceptual analysis during the Schematic Design Phase.

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. District agrees to file a claim for the costs claimed against Architect pursuant to this paragraph and reserves the right to withhold funds until all disputes have been resolved.

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 on a school site: (1) Architect and Architect's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Architect and Architect's employees 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 shall not change locations without contacting the school office; (4) Architect and Architect's employees shall not use student restroom facilities; and (5) if Architect and/or Architect's employees find themselves alone with a student, Architect and Architect's employees 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 25th day of OCTOBER, 2016.

ARCHITECT

By: 

DISTRICT

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
Gravenstein Elementary School Modernization - Phase 3
AXIA Job No. 988.00
October 26, 2016

Project Description:

Gravenstein Elementary School

The project will generally consist of Design Development, Construction Documents, Bidding, and Construction Administration services related to a light modernization of the multi-use building, roofing, metal PC-approved shade structures and site improvements as outlined in the attached diagram.

Estimated Project Schedule:

09/15/16	Authorization to Proceed
10/15/16 – 11/30/16	Design Development
11/30/16 – 01/15/17	Construction Documents
01/15/17 – 04/30/17	DSA Review
04/23/17 – 05/16/17	Bidding
06/5/17	Notice to Proceed
06/12/17 – 09/12/17	Construction

Exhibit B: Tasks and Responsibilities - Gravenstein ES Modernization Project (AXIA #988.00)
Phase 3 Agreement between Gravenstein Union School District and AXIA Architects

Scope of Services		-- Provided By --			
		District's Responsibilities	----- A/E Team ----- Basic Services	Additional Services	Not Provided
A. Project Administration Services (throughout all phases)					
1	Project Team Selection				
	- Selection of District's additional consultants (soils, seismic, geo-hazard, haz-mat, const. mgrs., financing, energy mgmt., schedule & claims analysts, legal, financing, inspectors, others.)	Lead	Input		
	- Coordination of District's additional consultants	Lead		Input	
2	Project Communications				
	- Develop / implement a Community Relations & Public Information plan			As needed	
	- Special school board presentations & community meetings	Lead		As needed	
	- Special status reports to Board & Oversight Committee	Lead		As needed	
	- Establish & maintain web page			As needed	
3	Project Administration meetings				
	- As required for A/E basic services	Input	Lead		
	- Other than required for A/E basic services	Lead		As needed	
4	Agency consultations / approvals				
	- Local Fire Marshal	Input	Lead		
	- State Office of Reg. Services (DSA, SFM)	Input	Lead		
	- State Dept. of Education, School Facilities Planning	Input	Lead		
5	Prepare applications & supporting documents				
	- OPSC funding applications	Lead	Input		
	- Bond issue funding information	Lead		As needed	
	- DSA applications	Input	Lead		
B. Programming, Planning & Evaluation Services					
1	Special investigations				
	- Geotechnical and soils engineering	Lead	Input		
	- Hazardous materials reports & studies	Lead	Not provided		
2	Investigation of unknown existing conditions				
	- Property surveys / building measurements (if not available from exist'g drawings)	Lead		As needed	
	- On-site utility studies (locations, condition, capacity, etc)	Lead		As needed	
	- Off-site utility studies (locations, condition, capacity, etc)	Lead		As needed	
3	Comprehensive ADA compliance study				Exists
4	Develop detailed program				
	- Educational specifications/program, design criteria & standards	Lead		As needed	
	- Detailed space/adjacency programming	Lead		As needed	
	- Food service plan/program	Lead		As needed	
	- Equipment program	Lead		As needed	
5	Assistance with environmental, Negative Declaration & EIR studies				
	- Ecological studies and mitigation measures				Not required
	- Traffic, noise, off-site parking, etc.				Not required
	- Hearings and community meetings				Not required
C. Schematic Design Phase: Provided under a separate Agreement					
1	Review of program and budget		N/A		
2	Field verification of existing general conditions		N/A		
3	Code documentation & interpretations		N/A		

**Exhibit B: Tasks and Responsibilities - Gravenstein ES Modernization Project (AXIA #988.00)
Phase 3 Agreement between Gravenstein Union School District and AXIA Architects**

Scope of Services		-- Provided By --			
		District's Responsibilities	----- A/E Team ----- Basic Services Additional Services		Not Provided
4	Schematic site and building plans		N/A		
5	Preliminary sections and elevations		N/A		
6	Preliminary interior elevations of key spaces		N/A		
7	Room data sheets and/or finish schedules		N/A		
8	Preliminary selection of systems & materials		N/A		
9	Develop approximate dimensions & areas		N/A		
10	Preliminary description of engineering systems (mechanical, electrical structural)		N/A		
11	Outline specifications of major materials, systems and equipment		N/A		
12	Construction cost estimates		N/A		
	- Unit cost estimate		N/A		
	- Detailed cost estimate, value engineering or life-cycle cost analyses		N/A		
13	Presentation models and/or renderings		N/A		
14	In-house constructability reviews		N/A		
D. Design Development Phase					
1	Code documentation & interpretations		Lead		
2	Plans, sections	Review	Lead		
3	Development of site plan	Review	Lead		
4	Development of landscape plan			As needed	
5	Typical construction details	Review	Lead		
6	Equipment layouts	Review	Lead		
7	Developed description and drawings of structural engineering	Review	Lead		
8	Preliminary building specifications	Review	Lead		
9	Preliminary interior design (fixed furniture, furnishings and equipment included within construction contract)	Review	Lead		
10	Furniture, furnishings and equipment not included within construction contract	Lead		As needed	
10	Construction cost estimates				
	- Unit cost estimate	Review	Lead		
	- Detailed cost estimate, value engineering or life-cycle cost analyses	Lead		As needed	
10	Presentation models and/or renderings			As needed	
11	In-house constructability reviews	Input	Lead		
E. Construction Documents Phase					
1	Code documentation & interpretations		Lead		
2	Preparation of building construction plans	Review	Lead		
3	Prepare color boards	Review	Lead		
4	Final building specifications	Review	Lead		
5	Furniture, furnishings and equipment				
	- Included within construction contract	Review	Lead		
	- Not included within construction contract	Review		As needed	
6	Develop detailed documentation on Construction Phasing Program (Multiple Contract Delivery)			As needed	
7	Construction cost estimates				
	- Update of DD phase unit cost estimate	Review	Lead		
	- Detailed cost estimate, value engineering or life-cycle cost analyses	Lead		As needed	
8	Prepare bidding and procurement forms	Input	Lead		
9	Prepare Conditions of the Contract (Divisions 0 & 1)	Lead	Input		

Exhibit B: Tasks and Responsibilities - Gravenstein ES Modernization Project (AXIA #988.00)
Phase 3 Agreement between Gravenstein Union School District and AXIA Architects

Scope of Services	-- Provided By --			Not Provided
	District's Responsibilities	----- A/E Team ----- Basic Services	Additional Services	
10 Develop Project Manual	Input	Lead		
11 Presentation models and/or renderings			As needed	
12 In-house constructability reviews	Input	Lead		
F. Other Design Services				
1 Hazardous materials identification / determination of mitigation measures	Lead	Not provided		
2 FF&E design (furnishings & movable equipment)	Lead		As needed	
3 Graphic & signage design				
- Fire/life safety graphics & signage	Review	Lead		
- Other graphics & signage	Lead		As needed	
4 Mock-Up services (workstations, classroom design, etc.)	Lead		As needed	
G. Bidding Phase Services				
1 Advertisement to potential bidders	Lead	Input		
2 Pre-qualification of bidders	Lead		As needed	
3 Pre-bid conferences	Input	Lead		
4 Distribution of bidding documents		Lead		
5 Distribution of special bidding / negotiation addenda	Lead		As needed	
6 Response to bidders' questions and provide clarifications	Input	Lead		
7 Report / analysis of bidding results	Input	Lead		
8 Bid dispute resolution	Lead		As needed	
9 Contract award processing	Lead	Input		
H. Contract Administration Services				
1 Plan & manage move-in & out activities including temporary facilities	Lead	Input		
2 Timely file with DIR the PWC-100 form re labor compliance & Notice of Award	Lead	Assist		
3 Site visits / observations				
- Scheduled meetings (as quantified in scope of services)	Input	Lead		
- Additional meetings	Input		As needed	
4 Review Contractors' safety programs	Lead	Not provided		
5 Coordination of other construction activities				
- Removal of non-conforming portables				N/A
- Demolition and/or removal of other structures				N/A
- Moving of utilities underground			As needed	
- Utility hookups			As needed	
6 Multiple contract administration or multiple phase coordination efforts for single project	Input		As needed	
7 Submittals & substitutions				
- Review and respond to Contractors' proposed submittal schedules	Input	Lead		
- Receive, process, distribute submittals, shop drawings, & substitutions	Input	Lead		
- Review submittals and shop drawings	Input	Lead		
- Review proposed substitutions	Input	Lead		
8 Requests for Information / Clarifications				
- Receive, process & distribute requests		Lead		
- Evaluate and respond to requests	Input	Lead		
9 Change orders				
- Receive, process & distribute Change Orders		Lead		
- Changes stemming from A/E documents	Input	Lead		

Exhibit B: Tasks and Responsibilities - Gravenstein ES Modernization Project (AXIA #988.00)
Phase 3 Agreement between Gravenstein Union School District and AXIA Architects

Scope of Services	-- Provided By --			
	District's Responsibilities	----- A/E Team ----- Basic Services Additional Services		Not Provided
- Owner and contractor initiated changes	Input		Lead	
- Review, analyze and/or negotiate prices with contractors	Lead		As needed	
10 Testing and inspection administration	Lead			
11 Maintain official construction logs				
- Change order log		Lead		
- Request for Information (RFI) log		Lead		
- Submittal log		Lead		
12 Contract cost accounting				
- Maintain records of payments	Lead	None		
- Coordinate & assemble contractors' payment applications		Lead		
- Approve & process contractors' payment applications	Lead	Input		
- Assist the District with filing DIR the PWC-100 form re labor compliance and notice of award	Lead	Assist		
13 Interpretations and decisions				
- Relating to construction documents/specifications	Input	Lead		
- Relating to General Conditions	Lead	Input		
14 Project closeout				
- Preliminary and final punch lists	Input	Lead		
- Determination of payment withholdings	Lead	Input		
- Issuance of Certificates of Substantial Completion	Input	Lead		
- Securing and receipt of sureties	Lead	None		
- Receipt & review of warranties & manuals	Lead	Input		
- Receipt & review of waivers of liens	Lead	None		
- Issuance of final Certificates of Payment	Lead	Input		
- Project closeout with DSA	Input	Lead		
15 Construction tours (students & community)	Lead		As needed	
I. Post-Construction & Facility Operation Services				
1 Record Drawings				By Contractor
- Develop record drawings				
- Review record drawings for completeness		Review		By Contractor
- Compile drawings				By Contractor
- Update contract documents to incorporate changes			As needed	
2 Warranty review (to be defined)	Lead		As needed	
Detailed analysis or response to Contractor claims not due to fault				
3 Architect	Lead		As needed	
4 Staff training (operating & maintaining equipment and systems)	Input			By Contractor
5 Post-construction facility reviews (operations & performance review)				
- Post occupancy facility review meeting	Input	Lead		
- Document defects or deficiencies	Lead		Input	
- Prepare instructions to Contractors for correction of defects	Lead		Input	
6 Project promotion	Lead		As needed	
7 Community tours	Lead		As needed	

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 construction budget is as follows:

Gravenstein Elementary School Phase 3	\$ 660,000.00
Lunch Shelters	\$ 100,000.00

The budget will be adjusted upon completion of 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 for Architectural Services not to exceed \$78,640.00 (Seventy-eight thousand six hundred forty dollars) plus reimbursable expenses. The not to exceed fee will be recalculated and adjusted up or down at the completion of the Design Development Phase based on detailed cost estimate and invoiced accordingly.

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 is based on the following schedule:

SCOPE "A": GRAVENSTEIN ELEMENTARY SCHOOL: PHASE 3 MODERNIZATION, INITIAL FEE BASIS = \$78,400

<u>UPON COMPLETION OF</u>	<u>PERCENTAGE OF TOTAL FEES</u>	<u>CUMULATIVE PAYMENT OF TOTAL FEES</u>
Schematic design phase	15	\$ 11,760
Design development phase	25	\$ 19,600
Construction documents phase	35	\$ 27,440
DSA approval	2	\$ 1,568
Bid phase	3	\$ 2,352
Construction phase	15	\$ 11,760
Project Closeout	5	\$ 3,920
	SUBTOTAL	\$ 66,640

SCOPE "A": GRAVENSTEIN ELEMENTARY SCHOOL: LUNCH SHELTERS, INITIAL FEE BASIS
 = \$12,000

<u>UPON COMPLETION OF</u>	<u>PERCENTAGE OF TOTAL FEES</u>	<u>CUMULATIVE PAYMENT OF TOTAL FEES</u>
Schematic design/Design Dev. phase	40	\$ 4,800
Construction documents phase	35	\$ 4,200
DSA approval	2	\$ 240
Bid phase	3	\$ 360
Construction phase	15	\$ 1,800
Project Closeout	5	<u>\$ 600</u>
	SUBTOTAL	\$12,000

TOTAL COMBINED INITIAL FEE: \$78,640.00

Note: Strike out font indicates the Schematic Design has been performed previous under a different agreement.

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>\$ 200</u>
Principal-in-Charge/Design	<u>\$ 200</u>
Project Architect	<u>\$ 200</u>
Project Manager	<u>\$ 165</u>
Job Captain / Drafter	<u>\$ 135</u>

Administrative Assistant

\$ 85

Consultants:

1.10 times the consultants' standard hourly rates not to exceed a base rate of \$200 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."

Exhibit D: Architectural/Engineering Fee Schedule
Agreement between Gravenstein Union School District and AXIA Architects

Gravenstein Elementary School Modernization - Phase 3

Initial Budgeted Construction Costs:	\$	800,000	
<u>Basis of Initial Construction Cost:</u>			
Phase 3 Schematic Design Estimate	\$	660,000	
Metal Shade Structures	\$	100,000	

Architectural and Engineering Fees - Basic Services:			
MULTI-USE LIGHT MODERNIZATION			
<u>Architectural and Basic Consultants: Gravenstein Elementary School</u>			
First	\$500,000 @	12%	\$60,000
Next	\$160,000 @	11.5%	\$18,400
Next	\$0 @	11.0%	\$0
Subtotal Basic Services:			<u>\$78,400</u>
Subtotal Authorized Expanded Services:			\$0
Total Initial Fee for Architectural and Engineering Services - Modernization:			<u>\$78,400</u>

Note: See additional table for break down separating Schematic Design Services under this Agreement

SHADE STRUCTURE			
<u>Architectural and Basic Consultants: Gravenstein Elementary School</u>			
First	\$100,000 @	12%	\$12,000
Next	\$0 @	11.5%	
Next	\$0 @	11.0%	\$0
Subtotal Basic Services:			<u>\$12,000</u>
Total Initial Fee for Architectural and Engineering Services-Shade Structures:			<u>\$12,000</u>

General Notes:

1. Construction costs do not include District-provided items, fees, administrative costs & other items not in contractor's bid costs.
2. Basic Consultants (per fee guidelines) include Architectural, Structural Engineering, Mechanical and Electrical Engineering
3. Basic Services does not include Detailed Cost Estimating, Fire Suppression Design, Prop 39 Consultants, Civil Engineering, Low Voltage Design, Environmental Engineering, Food Service Consultants, or Landscape Architects
4. Construction costs and A/E fees for Interim Housing and movable Furniture, Furnishings & Equipment are not included.

QUOTE



VB
Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106

Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

AXIA Architects
Douglas Hilberman
250 D Street, Suite 210
Santa Rosa, CA 95404

DATE: 11/2/2016

QUOTE #: 16-3502

REP: Jesse@nsp3.com

PROJECT: Gravenstein Elementary

TERMS: 50% Ppd - Rem 30dys from Ship

Main #: 707-542-4652

Fax #:

Email: dhilberman@axiaarchitects.com

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
2	Valley School Shelters	VSS DSA	20' x 30' DSA Single Slope Cover 26 ga Mega Rib Metal Roof 26 ga 1-5/8" Cee Trim 12' - 0" Roof Height and Top of Post 11' - 0" Beams @ Posts 1/4:12 - Roof Pitch 20lb Framing 4 - Posts Includes: DSA PC Plans, Fasteners, Brackets Factory Painted Roof & Trim All Powdercoated Posts Unpainted "C" channel galvanized beams All materials will come with Mill Certs, and Certificates of compliance to be submitted to the lab and Inspector of Record. (Does not include Install or Painting of Covers)	16,667.00	33,334.00T
2	Valley School Shelters	RG	Option Rain Gutter One Side w/Downspouts	600.00	1,200.00T
		NPP	NPP Discount Vendor ID: VQ1D316 *Discount not valid until NPP membership has been obtained.	-2,417.38	-2,417.38
		Shipping	Freight	1,406.00	1,406.00
		Offloading	*Freight is calculated for two structures shipping at the same time. Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.		

QUOTE GOOD FOR 30 DAYS

SUBTOTAL

SALES TAX (8.75%)

TOTAL

Representative Authorized to Order: _____

Date: _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)

Offloading and installation are customer's responsibility.

Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

QUOTE



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1555 Tahoe Court
Redding, CA 96003
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TERMS: 50% Ppd - Rem 30dys from Ship

Main #: 707-542-4652

Fax #:

Email: dhilberman@axiaarchitects.com

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
		Install PA	<p>Installation by Park Associates Inc. CA - Lic# 959805</p> <p>BID AT PREVAILING WAGE</p> <p>Installation assumes normal digging conditions with standard bobcat & auger.</p> <p>Installation of Valley School Shelters structure: (2) 20' x 30' DSA Single Slope Cover w/ pier footings (8) Saw Cuts Included Concrete Pump Included Removal/disposal of spoils included.</p> <p>Bobcat & concrete truck access required.</p> <p>*Additional fees may apply if Bonding or Special Insurance required* **Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer. NSP3 is not responsible for repairing unmarked underground utilities and pipes.**</p> <p>By signing below you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &/or offloading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts, missing or damaged components & hardware, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.</p>	19,750.00	19,750.00
		DSA-2	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others		
		DSA-4	Fabrication cannot begin until customer has provided supplier with proof of DSA approval		
QUOTE GOOD FOR 30 DAYS				SUBTOTAL	\$53,272.62
				SALES TAX (8.75%)	\$2,810.20
				TOTAL	\$56,082.82

Representative Authorized to Order: _____
SIGNED QUOTE REQUIRED TO ORDER

Date: _____

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)

Offloading and installation are customer's responsibility.

Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.



www.counterpointcs.com

October 24, 2016

Ms. Jennifer Schwinn, Superintendent
Gravenstein School District
3840 Twig Avenue
Sebastopol, CA 95472

Re: Gravenstein Modernization, Phase 2 – CM Services Proposal
TRANSMITTED VIA EMAIL

Dear Jennifer,

Thank You for allowing us the opportunity to provide you with a proposal, as discussed during our site meeting on 10/21/16. Based on that discussion as well as additional information provided by Doug Hilberman, of Axia Architects, we offer a proposal of our services as follows:

- o Sorting documents provided by the District and creating a “project” file, which will then be turned over to the District.
- o Establishing an updated “paid to date” budget, based on information provided by the District. In order to create this, we will need a warrant register of all project specific payable from May 2016 – current.
- o Work with Jack Schreder and Associates to establish eligibility for Phases 2 and 3, if any.
- o Review all current pay applications and lien releases for conformity.
- o Work with District legal counsel on a “sole source opinion” for Change Orders exceeding the 10% threshold as allowed by Public Contract Code.
- o Provide general oversight and guidance on an “as needed” basis.
- o Project Closeout assistance (scheduling Owner training and assisting with O&M manuals)
- o Attend one weekly site meeting for initial information gathering

Proposed Fee: Hourly Not to Exceed \$5,000/month

Hourly Services Proposal:

Our hourly rates are as follows:

Principal:	\$ 170.00 per hour
Associate:	\$ 155.00 per hour
Sr. Project Manager:	\$ 140.00 per hour
Project Manager:	\$ 120.00 per hour
Project Engineer:	\$ 95.00 per hour
Project Support:	\$ 65.00 per hour

These rates are assessed based upon actual time of service to the nearest half-hour, including direct driving time.

Hourly rates are all-inclusive, except as excluded below, and except as noted as additional services or as reimbursable costs below. All home-office payrolls, overhead, fuel, vehicle, phone, regular mail, fax, computers and cell phone costs are included in our hourly rates.

181 Concourse Drive, Suite B, Santa Rosa, Calif 95403
707-824-8440 | Fax 707-824-0254 | Lic. # 407339, Class B



Items specifically excluded from our proposal:

- o Contractor Change Order review (unless specifically requested or authorized)
- o Contract Administration (CA) of existing project, such as tracking RFI's, PCO's, recording and/or distributing Meeting Minutes.
- o Providing field direction or clarifications (unless specifically requested).

Sincerely,
COUNTERPOINT CONSTRUCTION SERVICES, INC.



Justin Walling
President

Enc: None
CC: Proposal File, Jim Horn

Approved 
10/30/16

V G

BUSINESS MANAGER SALARY SCALE	
Step 1	96,000
Step 2	98,400
Step 3	100,860
Step 4	103,381.50
Step 5	106,966.04

V H

FCC Form 479

**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY
OR TO THE FEDERAL COMMUNICATIONS COMMISSION**

**Schools and Libraries Universal Service
Certification by Administrative Authority to Billed Entity of
Compliance with the Children's Internet Protection Act**

Please read instructions before completing.
(To be completed by the Administrative Authority and provided to your Billed Entity)

Administrative Authority's Form Identifier: Gravenstein-YR19

144484

Create your own code to identify THIS FCC Form 479.

Block 1: Administrative Authority Information

1. Name of Administrative Authority
Jennifer Schwinn, Superintendent

2. Funding Year
2016-17

3. Mailing Address and Contact Information for Administrative Authority

Street Address, P. O. Box or Route Number
3840 Twig Avenue

City
Sebastopol

State
CA

Zip Code
95472

Name of Contact Person
~~Gatrina Howatt~~ *Wanda Holden*

Telephone Number
(707) 823-7008

Fax Number
(707) 823-2108

Email Address
chowatt@grav.k12.ca.us
wholden@grav.k12.ca.us

**Persons willfully making false statements on this form can be punished by fine or forfeiture, under the
Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States
Code, 18 U.S.C. Sec. 1001.**

Block 2: Certifications and Signature

4. I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.

5. I recognize that I may be audited pursuant to this form and will retain for at least five years (or whatever retention period is required by the rules in effect at the time of this certification) any and all records that I rely upon to complete this form.

Name of Administrative Authority Jennifer Schwinn
 Administrative Authority's Form Identifier Gravenstein
 Contact Person Catrina Howatt Wanda Holden
 Telephone Number (707) 823-7008

Block 2: Certifications and Signature (Continued)

6. I certify that as of the date of the start of discounted services:

- a- the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).
- b pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:
 (FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.

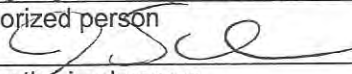
 (FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.
- c the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

- d I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

The certification language above is not intended to fully set forth or explain all the requirements of the statute.

7. Signature of authorized person 	8. Date <u>10/31/16</u>
9. Printed name of authorized person Jennifer Schwinn	
10. Title or position of authorized person Superintendent	
11. Telephone number of authorized person (707) 823-7008	

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

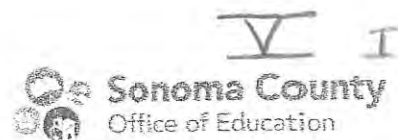
A paper copy of this form, with a signature in Block 2, Item 7, must be mailed or delivered to your Billed Entity.



Fiscal Support Services

October 25, 2016

Jennifer Schwinn, Superintendent
Gravenstein Union School District
3840 Twig Avenue
Sebastopol, CA 95472



5340 Skylane Boulevard
Santa Rosa, CA 95403-8246
(707) 524-2600 ■ www.scoe.org

**Sonoma County Office of Education
Business Services**

Sonoma County Office of Education, hereinafter referred to as SCOE, and the Gravenstein Union School District, hereinafter referred to as the District, mutually agree as follows:

1) BASIS OF AGREEMENT

SCOE provides a variety of services to school districts upon request. SCOE will provide representatives to the District for the purpose of preparation of the First Interim Budget Report for the 2016-17 year.

2) SCOPE OF WORK

A. First Interim ~ Services provided to the District are anticipated to include:

1. Develop a timeline for completing the First Interim
2. Update the district's restricted resources revenue and expense budgets
3. Review revenue entitlements
4. Update the revenue and expense budgets of the district's non-general funds
5. Review the district's general ledger (due to/from cleared, booking prior year Basic Aid Supplemental, etc.)
6. Review and compare position control records to the district's payroll budgets
7. Review and assist with enrollment and ADA projections in the LCFF Calculation

B. Food Program Audit ~ Services will include the review of the food services program audit and resolve audit findings as coordinated with the district superintendent.

3) PROJECT COSTS

All costs are to be billed at \$85 per hour (which includes all SCOE employer payroll costs as required by law, and contracted benefits) while on site, conducting field work or analysis at other locations, presenting reports, or participating in meetings.

Based on the scope of work identified in section 2, estimated total cost of work:

- A. First Interim Report preparation ~ \$4,000 - \$5,000
- B. Food Program Audit ~ \$340 - \$680

Payment for SCOE services are to be made to the Sonoma County Superintendent of Schools.

4) RESPONSIBILITIES OF THE DISTRICT

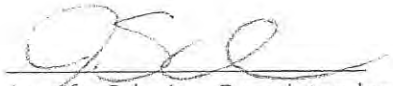
- A. The District will provide office and conference room space on-site, as needed.
- B. The District will provide food services support audit documentation and communications that are available.
- C. Pursuant to EC 45125.1, representatives of SCOE will have limited contact with pupils. The District shall take appropriate steps to protect the safety of any pupils that may come in contact with the SCOE representative.

5) CONTACT PERSON

Name of SCOE contact person: Judy Thomson, Director Fiscal Services
Telephone: 707-524-2635
Email: jthomson@scoe.org

Mary Downey, Deputy Superintendent
Sonoma County Office of Education

Date



Jennifer Schwinn, Superintendent
Gravenstein Union School District

10/27/16
Date

Assignment: Preparation of 1st Interim**Year: 2016-17****LEA: Gravenstein School District****Lead accountant for this assignment: Sarah Lampenfeld****Assistant: Shelley Stiles****Phone: (707) 524-8412****E-mail: slampenfeld@scoe.org or sstiles@scoe.org**

Objective: To update the LEA's budget and complete the Interim report using their revenue and expenditure assumptions.

In order to do so, we will provide the following services, which are in addition to the regular mandated services normally provided to the district.

- A. Develop a timeline for completing the Interim
- B. Review unrestricted and restricted revenue entitlements
- C. Update the revenue and expense budgets of the LEA's general funds
- D. Update the revenue and expense budgets of the LEA's non-general funds
- E. Review and assist with enrollment and ADA projections for use in the LCFF Calculation
- F. Cleaning up of the district's general ledger (due to/from cleared, booking PY BAS, etc.)
- G. Review and compare position control records to the LEA's payroll budgets and actuals to date
- H. Update the district's MPP calculation for use in the development of the 2016-17 LCAP
 - a) Update LCAP supplemental expense budget for the current year (necessary for annual update)

Complete the following Interim Reports:

- I) SACS Forms
- J) Criteria and Standards
- K) Multi Year Projection
- L) Cash flow
- M) Preparation of documents (narrative, assumptions, graphs, etc.)

Board Meeting Date: December 14, 2016**Date report is required for copying and distribution: December 9, 2016**

December 1st District and FSS will meet to review for changes/approval of Interim Report

Presentation of the Interim Report – SCOE Accountants will present at Board Meeting

Areas to discuss with the LEA in preparing the Interim:

1. Enrollment for Interim LCFF calculation(s): Each grade level has 4 classes

District – 1 st only	Total	UPC
2015-16	District 39 COE 7	District 15 COE 5
2016-17	District 36 COE 5	District 15 COE 2
2017-18	District 36 COE 5	District 15 COE 2
2018-19		
Gravenstein Charter K-5	Total	UPC
2015-16	436	86
2016-17	445	86
2017-18	445	86
2018-19	445	86
Hillcrest Charter 6-8	Total	UPC
2015-16	255	48
2016-17	255	48
2017-18	255	48
2018-19	255	48

Community Day School enrolled 1 student on October 15th from Hillcrest. Will not be included @ 1st Interim

1. District will provide CBEDS enrollment and UPC numbers and TK and early TK numbers by November 7, 2016

ADA projected in 17-18 and 18-19
Tables will be updated after 16-17 enrollment is provided by district

District – 1 st only	1 st only	4-6	Total	Ratio of Enrollment/P-2
2015-16	District 34.61 COE 7.33	n/a	District + COE = 41.94	District only = 89%
2016-17	District 35.01 COE 7.33	n/a	District + COE = 42.34	District only = 97.25%
2017-18	District 35.01 COE 7.33	n/a	District + COE = 42.34	District only = 97.25%
2018-19	District 35.01 COE 7.33	n/a	District + COE = 42.34	District only = 97.25%
Gravenstein Charter K-5	TK/K-3	4-6	Total	Ratio of Enrollment/P-2
2015-16	275.57 + .94 (NPS) = 276.51	146.12	422.63	96.9%
2016-17	275.57	160.60	436.17	98%
2017-18	275.57	160.60	436.17	98%
2018-19	275.57	160.60	436.17	98%
Hillcrest Charter 6-8	4-6	7-8	Total	Ratio of Enrollment/P-2
2015-16	84.68	161.63	246.31	96.6%
2016-17	84.68	161.63	246.31	96.6%
2017-18	84.68	161.63	246.31	96.6%
2018-19	84.68	161.63	246.31	96.6%

2. Staffing for Interim:

Years	Certificated	Classified	Administration
2015-16	45.3	14.2	3

2016-17	46.3	14.2	3
2017-18	46.3 46.8*	14.2	3 3.5*
2018-19	46.3 46.8*	14.2	3 3.5*

*1 FTE addition .5 Principal and .5 Lead Teachers

1 long term sub currently and additional 1 starting November 14th - FSS will review long term sub costs budgeted for reasonableness.

3. **Basic Aid Supplemental revenue for Interim:**

District	2015-16	2016-17	2017-18	2018-19
	1,593,874	0	0	0

4. **Assignments/Commitments of Fund Balance for Interim:**

Combined District & Charter	2016-17 Adopted Budget	2016-17 1 st Interim	2017-18	2018-19
Assignments:	Nonspendable \$1,000 Basic Aid Supplement 14-15 1,536,233 Basic Aid Supplement 15-16 1,651,176 Mandated Costs 1x 15-16 362,851	Same as Adopted Budget	Same as Adopted Budget	Same as Adopted Budget
Commitments:	None	None	None	None

Other areas to discuss (add or delete as necessary):

5. **Benefits** – Are there expected changes to be aware of?

- Providers:
 - California Valued Trust Certificated (Ob 9272 P17-00044)
 - RESIG Classified & Admin (Ob 9570 P17-00024)
 - Vision Service Plan (Ob 9574 P17-00014)
 - ACSIG Dental (Ob 9573 P17-00043)

LEA responsibility: District will pay November invoices on 11/3 and will contact benefit providers to confirm there are no outstanding invoices

Retirees – Any retirements anticipated? No changes at 1st Interim

Per Adopted Budget C&S: One person with lifetime benefits. All new retirees have a defined term on the benefits

Alice Gloeckner's check at district still?

Responsibility: Pam (SCOE payroll consultant) located check. FSS will contact Pam regarding the checks where about and how to get the RESIG invoice paid.

6. **Other Revenue sources** – Any known increases/decreases in revenue? (Title I, interagency revenue, donations, etc.) AB shows increase in donations of \$29k, continue?

Responsibility: Fiscal Support Services (FSS) will update entitlements based CDE estimates and will compare expenses to prior year for reasonableness.

7. **Routine Restricted Maintenance Res. 8150** – Budgeted Contribution \$134,425

LEA response: No change since Adopted budget

8. **Text book adoptions?**

LEA response: ELA adoption in 16-17 (waiting for quotes/cost estimates), Science adoption in 17-18 and Social Study adoption in 18-19.

*In 16-17 District purchased supplemental materials that have an annual renewal fee of \$6K.
For planning purposes budget \$50K for adoption each year and \$6K for supplemental materials*

9. Special Education – Discussion –

LEA response: No changes at 1st Interim

Future discussions regarding percentage of Superintendent time between Admin and Special Education needed by 2nd Interim

10. Negotiations – Settled?

LEA response: Negotiations started however unions were waiting for Unaudited Actuals and now district is waiting for unions to reschedule meetings.

11. LCAP – Budget?

LEA response: No change since Adopted Budget

12. Other Funds – Discuss any possible changes known for each fund

a. Fund 13: Food audit, discuss below

District provided box of 15-16 Compliance Audit to FSS.

District will request CNIPS access for Sarah Lampenfeld and Wanda Holden (future CBO) in order for FSS to review and reply to audit findings. Superintendent will request access no later than November 7, 2016.

b. Fund 14: transfer in from Fund 01 (LCFF source) 19,507 projected in each year, continue?

c. Fund 17:

d. Fund 20:

Funds 14, 17, 20,21,25,35 and 40 have no changes from Adopted Budget. FSS will review and update based on reasonableness.

e. Fund 21:

f. Fund 25:

g. Fund 35:

h. Fund 40: 1x transfer of \$30K to Fund 40

13. Specific Resource Discussions (adjust as necessary):

- a) Developer fees – Since West Sonoma County USHD is no longer accepting fees for the district, does Gravenstein have a plan and a process to accept the fees effective November 1, 2016?

FSS provided guidance on how to collect Developer Fees.

- b) *STRS on-behalf – Not budgeted until closing in 15-16 and not included in 16-17, is this a district decision?
FSS will update budget to include STRS on-behalf using 15-16 actuals*

Specific areas for this LEA exclusively (add as necessary):

Other discussed items:

All assumptions remain the same as Adopted Budget with the addition of Chromebook expenses added in all years.

- *For Multi-Year Projection (MYP):*
 - *2% over prior year (PY) for certificated and .5%classified step and column*
 - *H & W for benefits capped, Adopted budget didn't include increase*
 - *1.2 to 2.5% over PY for books & supplies and services & other operating expense*
 - *2% for Special Education unrestricted contribution*



Caroline Purtell <cpurtell@grav.k12.ca.us>

Re: Gravenstien's Fiscal Support Services

1 message

Jennifer Schwinn <jschwinn@grav.k12.ca.us>

Fri, Nov 4, 2016 at 10:04 AM

To: Sarah Lampenfeld <slampenfeld@scoe.org>

Cc: Shelley Stiles <sstiles@scoe.org>, Judy Thomson <jthomson@scoe.org>, Caroline Purtell <cpurtell@grav.k12.ca.us>

Thanks, Ladies!

Caroline, will you print this out and put it on my desk for addition to the board packet?

On Thu, Nov 3, 2016 at 2:54 PM, Sarah Lampenfeld <slampenfeld@scoe.org> wrote:

Good afternoon Jennifer,

It was nice meeting with you on Tuesday afternoon. As promised attached is the updated Fiscal Support Services Assignment Sheet to include all items discussed regarding the 1st Interim Report and Food Program Audit.

For the completion of the 1st Interim Report and the Food Program Audit the district still needs to send us CBEDS enrollment and Unduplicated Pupil Counts (UPC) estimates, with TK and early TK (TK students under 5 after December 1st) separated, as well as access to CNIPS.

By November 7th, we will need:

- 1) you to acquire CNIPS access
- 2) provide us with CBEDS estimates for enrollment, Unduplicated Pupil Counts and TK & early TK numbers

As a reminder: for access to CNIPS, the superintendent of the school district would have the greatest authority in gaining that access. The contact information for the Child Nutrition Information & Payment System (CNIPS) - Nutrition (CA Dept of Education) question and help desk is: CNIPS@cde.ca.gov | 800-952-5609 Option 6.

Lastly, if needed, please remember Shelley or I can approve account payable payments until Wanda starts. The best process for approval of batch payments would be for Caroline to send us an email with a cc to you requesting the approval of the payments along with a copy of the signed certification and batch report.

Thank you and please let me know if you have an questions or concerns,
Sarah

Sarah Lampenfeld, External Accountant

Sonoma County Office of Education
Business Services
(707) 524-8412 tel
(707)578-0487 fax

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Jennifer Schwinn
Superintendent-Principal

Gravenstein Union School District
3840 Twig Ave.
Sebastopol, CA 95472
(707) 823-7008

V J

Superintendent Salary Schedule	
Step 1	125,000
Step 2	128,125
Step 3	131,328.13
Step 4	134,611.33
Step 5	137,976.61

V K



QUOTE

Gravenstein Union School District (CA)

Date
Oct 14, 2016

Expiry
Nov 30, 2016

Quote Number
QU-0588

Pear Deck
46-4476568

PHONE: (319) 209-5165
FAX: (319) 483-6949
EMAIL: hello@peardeck.com
Pear Deck, Inc.
Attention: Pear Deck, Inc
308 E. Burlington St. #303
IOWA CITY IA 52240
USA

Description	Quantity	Unit Price	Tax	Amount USD
Pear Deck Premium Site-License for Gravenstein Union School District through Oct. 30, 2017. A renewal amount of \$1,000 will be due Nov. 1, 2017.	1.00	1,000.00	Tax on Sales	1,000.00
			Subtotal	1,000.00
			TOTAL USD	1,000.00

Terms

Privacy Policy - <https://goo.gl/cG0mbQ>
Terms of Service - <https://goo.gl/nsL1HP>
W9 - <https://goo.gl/M7XFuo>

Bylaws of the Board

CONFLICT OF INTEREST

Incompatible Activities

Note: Government Code 1126 prohibits district officers and employees from engaging in any employment or activity which is inconsistent, incompatible, in conflict with or inimical to their duties with the district. Such incompatible service or assumption of office results in termination of the prior incompatible office. Attorney General opinions have indicated that it would be incompatible for Governing Board members to serve on other elected or appointed boards, councils or commissions that have interests which may conflict with the interests of the district. (68 Ops. Cal. Atty. Gen. 171 (1985), 65 Ops. Cal. Atty. Gen. 606 (1982)) The determination as to whether an activity or office is incompatible is complex and requires a case-by-case analysis of the particular activities or duties of the office; therefore it is recommended that district legal counsel be consulted as appropriate.

Governing Board members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district. (Government Code 1126)

Note: Pursuant to Education Code 35107, an employee of a school district may not be sworn into office as an elected or appointed member of that district's Board unless he/she resigns as an employee. If the employee does not resign, the employment automatically terminates when he/she is sworn into office.

Conflict of Interest Code

Note: The Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313. Pursuant to 2 CCR 18730, Government Code requirements are satisfied if a district incorporates that regulation by reference along with a designation of employees and the formulation of disclosure categories in an Appendix, as provided for in this bylaw. The following paragraph provides for the incorporation of 2 CCR 18730, and any subsequent amendments adopted by the Fair Political Practices Commission (FPPC), as the terms of the district's conflict of interest code. In some counties, the county provides the conflict of interest code to be used.

The district's conflict of interest code shall comprise of the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

Note: Pursuant to Government Code 87303, the district's conflict of interest code must be approved by the appropriate code reviewing body as specified in Government Code 82011. For school districts located entirely in one county the code reviewing body is the Board of Supervisors of the county in which the district is located. The FPPC is the code reviewing body for school districts with jurisdiction in more than one county. Those districts that submit their code to the FPPC for review are not required to submit this entire bylaw to the FPPC but should submit: (1) the "incorporation" paragraph above and (2) the list of designated employees with corresponding disclosure categories (see the Appendix to this bylaw).

CONFLICT OF INTEREST (continued)

BB 9270 (b)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by changed circumstances such as the creation of new designated positions, amendments or revisions shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

If a Board member or designated employee determines that he / she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)

Financial Interest

Note: Pursuant to Government Code 1092, if any one Board member or designated employee has a financial interest in a contract, it is an absolute bar for that Board to enter into the prohibited contract. The Attorney General has opined in 69 Ops. Cal. Atty. Gen 255 (1986) that these prohibitions cannot be avoided by having the financially interested Board member abstain from participating in the matter. The determination of whether a financial interest exists involves a review of statutes, court decisions and attorney general opinions as they apply to the particular facts at issue. The analysis can be complex and legal counsel should be consulted as appropriate.

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty

CONFLICT OF INTEREST (continued)

BB 9270 (c)

2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091

Note: In Thorpe v. Long Beach Community College District, the court held that the promotion of an employee, whose spouse was a member of the district's Board of Trustees, to a new position constituted a new employment and thus was a prohibited conflict of interest under Government Code 1090 and 1091.5. This decision is consistent with several Attorney General opinions. In 80 Ops. Cal. Atty. Gen. 320 (1997), the Attorney General found that a Board member's spouse who has no previous contractual relationship with the district could not be hired by the district, whether as a substitute teacher or in any other employment capacity. While this opinion involved the initial hiring of the substitute teacher by the district, the Attorney General has previously interpreted the phrase employment for at least one year to mean the employment with the district. This opinion, 69 Ops. Cal. Atty. Gen. 255 (1986), stated that a spouse employed by the district at the time the Board member was elected or appointed may continue annual employment as a substitute teacher, since the status quo with respect to the spouse's employment would continue. However, if the spouse were to attempt to become a permanent employee, the Board would be required to make a new contract, an action which would be prohibited under Government Code 1090. In 81 Ops. Cal. Atty. Gen. 327 (1998), the Attorney General opined that a first-year probationary teacher whose spouse becomes a board member during the teacher's first year of probation, may not return the following year as a second-year probationary teacher since a new contract would be required for the following year.

4. That of a spouse of an officer or employee of the district if his/her spouse's employment or office holding has existed for at least one year prior to his/her election or appointment
5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has legal obligation to give particular consideration, and provided further that such interest is noted in its official records
7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records

CONFLICT OF INTEREST (continued)

BB 9270 (d)

8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm.

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

Note: Pursuant to Government Code 87101, even if no exception in Government Code 1091.5 applies, an official may still enter into a contract if the rule of necessity or legally required participation applies. In general, this rule will permit a district to acquire an essential supply or service. The rule also permits a Board member to carry out an essential duty of his/her office where he/she is the only one who may legally act and there is no alternative source of decision-making authority other than to permit the conflicted official to participate in accordance with 2 CCR 18708, as amended and renumbered in Register 2001, No. 2.

It is recommended that the district consult legal counsel when situations arise involving financial interests in contracts or the rule of necessity.

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Note: Board members who willfully fail to disclose a remote interest in a contract may be subject to a fine or imprisonment pursuant to Government Code 1097.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

CONFLICT OF INTEREST (continued)

BB 9270 (e)

Note: The following paragraph reflects the common law definition of "relative within the third degree".

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Gifts

Note: Pursuant to 2 CCR 18730, the prevailing gift limitation is currently \$320. This amount is adjusted on odd-numbered years by the FPPC.

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term *honorarium* does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Note: Exceptions exist within the Government Code's definitions of gifts. Income, interest in real property and investment; see Government Code 82028, 82030, 82033 and 82034.

APPENDIX
DESIGNATED POSITIONS/DISCLOSURE CATEGORIES

Note: It's important that the district's Conflict of Interest Code contain the following appendix listing **designated positions**. This appendix should be modified to reflect the specific reporting requirements and positions within the district. Those districts in which the FPPC is their code reviewing body are required to submit their designated positions and disclosure categories to the FPPC along with a copy of the district's incorporation statement; see page (a).

The following paragraph is for use only by districts where Board members and/or the Superintendent or designee are considered to be "officials who manage public investments" and who are required to file a full financial disclosure statement in accordance with Government Code 87200. According to the FPPC, "officials who manage public investments" are Board members and/or superintendents and/or other officials who manage investments in districts that have surplus or special reserve funds to invest in permitted securities and investments pursuant to Education Code 41015 and are defined in 2 CCR 18701. Individuals, who direct the investment of these funds, formulate or approve policies for the investment of these funds, or approve investment transactions involving these funds are considered "officials who manage public investments." Even if the Board delegates day-to-day investment decisions to the Superintendent or designee, Board members are considered "officials who manage public investments" if they set or approve policy as to the investment of these funds. In such districts, Board members must be listed below, even if the Superintendent or designee makes all day-to-day decisions. If investments are managed by a person other than or in addition to the Superintendent, that person's title should be added to the list.

Districts in which Board members and the Superintendent do not "manage public investments" should delete the following paragraph and move the items in the list ("Governing Board Members" and "Superintendent of Schools") to **Category 1** below. These are districts in which (1) the district does not have any surplus or special reserve funds to invest and merely deposits all funds it receives in the county treasury pursuant to Education Code 41001-41002.5 or (2) the district participates in a fund where a Tax and Revenue Anticipation Note (TRANs) is issued. Board members and superintendents in these types of situations are not considered to have discretion regarding the investment of the district's money and are therefore not "public officials who manage public investments. Instead of being required to file full financial disclosure statements, they are subject to their district's conflict of interest code and should be listed as designated employees

Note: This remainder of this appendix is for use by all districts. Government Code 87302 requires the district conflict of interest code to identify the district positions that require the disclosure of financial interests and the specific types of disclosure required for each position. Positions listed below are examples only and should be modified to reflect district practice. If the district's Board members and Superintendent are not "officials who manage public investments," they are subject to the district's conflict of interest code and their titles should be added to Category 1.

1. Persons occupying the following positions are designated employees in Category 1:

Governing Board Members
Superintendent of Schools

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
 - (1) Are engaged in the acquisition or disposal of real property within the district

CONFLICT OF INTEREST (continued)

BB 9270 (g)

- (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or
- (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district

Note: The definition of designated employees in Government Code 82019 includes consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or designee shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.

2. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

Note: As amended and renumbered in Register 2001, No. 2, 2 CCR 18701 provides the following definition of "consultant".

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation
- b. Adopt or enforce a law
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
- d. Authorize the district to enter into, modify or renew a contract that requires district approval
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party
- f. Grant district approval to a plan, design, report, study or similar item
- g. Adopt or grant district approval of district policies, standards or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)

CONFLICT OF INTEREST (continued)

BB 9270 (h)

Legal Reference:

EDUCATION CODE

- 1006 Qualifications for holding office
- 35107 School district employees
- 35230-35240 Corrupt practices
- 35233 Prohibitions applicable to members of governing boards.

GOVERNMENT CODE

- 1 090-1098 Prohibitions applicable to specified officers
- 1125-1129 Incompatible activities
- 81000-91015 Political Reform Act of 1974, especially:
 - 82011 Code reviewing body
 - 82019 Definition of designated employee
 - 82028 Definition of gifts
 - 82030 Definition of income
- 87100-87103.6 General prohibitions
- 87200-87210 Disclosure
- 87300-87313 Conflict of interest code
- 87500 Statements of economic interests
- 89501-89503 Honoraria and gifts 91000-91014 Enforcement

CODE OF REGULATIONS, TITLE 2

- 18110-18997 Regulations of the Fair Political Practices Commission

COURT DECISIONS

- Thorpe v. Long Beach Community College District. (2000) 83 Cal App. 4th. 655*
- Kunec v. Brea Redevelopment Agency, (1997) 55 Cal App. 4th 511*

ATTORNEY GENERAL OPINIONS

- 82 Ops. Cal. AttyGen. 83 (1999)
- 81 Ops. Cal. AttyGen. 327 (1998)
- 80 Ops. Cal. AttyGen. 320 (1997)
- 69 Ops. Cal. AttyGen. 255 (1986)
- 68 Ops. Cal. AttyGen. 171 (1985)
- 65 Ops. Cal. AttyGen. 606 (1982)

Management Resources:

WEB SITES

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

Adopted: 3-11-04

Reviewed: Zups

GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, California

Proposed

CSBA Sample

Board Bylaw

Conflict Of Interest

BB 9270

Board Bylaws

Note: The determination as to whether a conflict of interest exists must be analyzed under two separate sets of statutes: (1) the conflict of interest provisions of the Political Reform Act (PRA) (Government Code 87100-87505), detailed in the section below entitled "Conflict of Interest under the Political Reform Act," and (2) Government Code 1090-1098, detailed in the section below entitled "Conflict of Interest under Government Code 1090 - Financial Interest in a Contract." Even when a conflict does not exist pursuant to those statutes, a violation might still occur under the common law doctrine against conflict of interest; see the section below entitled "Common Law Doctrine Against Conflict of Interest."

Note: Because the law and definitions are quite complex, it is strongly recommended that districts consult with legal counsel and staff from the Fair Political Practices Commission (FPPC) as soon as a potential conflict is presented.

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

Note: The following paragraph reflects the common law definition of "relative within the third degree."

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Note: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313. Board members and employees designated in the district's conflict of interest code are required by Government Code 87500 to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and designated employees who "manage public investments"; see section below entitled "Additional Requirements for Boards that Manage Public Investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation.

Note: Pursuant to Government Code 87303, the district's conflict of interest code must be approved by the appropriate code reviewing body. For districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The FPPC is the code reviewing body for those school districts located in more than one county.

Note: Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference, along with a list of designated positions and disclosure categories. The accompanying exhibit (E 9270) contains a sample resolution that includes an appendix with designated positions and disclosure categories which, once adopted by the Board, will comprise the terms of the district's conflict of interest code that should be submitted to the code reviewing body.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

Note: The FPPC has adopted an eight-step analysis, detailed in Government Code 87100-87500, 2 CCR 18700-18755, and interpretive opinions, to determine whether a conflict of interest exists under the PRA. When such a conflict exists, the affected Board member must disclose the interest and disqualify himself/herself from participating in the decision, as specified below. Because Family Code 297.5 grants a registered domestic partner the same rights, protections, and benefits as a spouse under state law, analysis of a conflict of interest with regards to a Board member's spouse is also applicable to a registered domestic partner.

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

Note: 2 CCR 18705 permits a Board member who is financially interested in a contract to participate in making a decision on the contract if (1) he/she discloses the existence of the conflict and describes with particularity the nature of his/her economic interest in the contract; (2) gives a summary description of the circumstances under which he/she believes the conflict may arise; and (3) either he/she, another Board member, or a district employee discloses the legal basis for concluding that no alternative source of decision exists for the district. In general, this rule will permit a district to acquire an essential supply or service. CSBA strongly recommends that legal counsel be consulted when situations arise involving the rule of necessity, as strict compliance is required.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Note: The following optional section is for use only by districts in which the Board and/or designated employees are considered to be "officials who manage public investments" and who are required to file a full financial disclosure statement in accordance with Government Code 87200. It should be deleted by all other districts. See the accompanying exhibit for further information.

Note: According to the FPPC, officials who manage public investments are boards or designated employees who manage the investment of district surplus or special reserve funds in permitted securities and investments pursuant to Education Code 41015. Those boards that direct the investment of these funds, formulate or approve policies for the investment of these funds, even if they delegate day-to-day investment decisions to staff, or approve investment transactions involving these funds are considered officials who manage public investments.

Note: The Board does not manage public investments when the district does not have any surplus or special reserve funds to invest and merely deposits all funds it receives (1) in the county treasury pursuant to Education Code 41001-41002.5 or (2) in a fund where a Tax and Revenue Anticipation Note (TRANs) is issued. Board members and superintendents in these types of situations are not considered to have discretion regarding the investment of the district's money and are therefore not officials who manage public investments.

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:
(Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Note: Pursuant to Government Code 1090, if a Board member has a financial interest in a contract, it is an absolute bar for that district to enter into the contract. The Attorney General has opined in 69 Ops.Cal.Atty.Gen. 255 (1986) that, unlike the PRA, the prohibitions in Government Code 1090 cannot be resolved by having the financially interested Board member abstain from participating in the matter. However, there are two categories of exceptions. If a financial interest meets the definition of a "noninterest" as specified in Government Code 1091.5, then the restrictions in Government Code 1090 do not apply and the district can enter into the contract. Secondly, if a Board member's interest is deemed a "remote interest" pursuant Government Code 1091, then the district can enter into the contract as long as certain conditions are satisfied, as specified below.

Note: While the prohibitions in the PRA only apply to designated employees, the prohibitions in Government Code 1090 apply to all district employees and consultants. California appellate courts have ruled in McGee v. Balfour Beatty Construction LLC and Davis v. Fresno Unified School District that Government Code 1090 applies to consultants, including corporate consultants, who fill the roles and positions of officers, employees, and agents of the district. However, the Attorney General has opined in 63 Ops.Cal.Atty.Gen. 868 (1980) that an employee's financial interest would not prohibit the district from entering into a contract as long as the employee has not participated in the making of the contract, such as in discussions and planning, as detailed below.

Note: Government Code 1090 does not define financial interest, but courts have held that, for the purposes of this statute, the definition of "financial interest" is not the same as the definition in the PRA which requires a "material financial effect" in order for a conflict to exist. Because the determination of whether a financial interest exists involves a review of statutes, court decisions, and Attorney General opinions as they apply to the particular facts at issue, the analysis can be complex and legal counsel should be consulted as appropriate.

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

***Note: The district may enter into a contract when a Board member's interest is a "remote interest" as defined in Government Code 1091. Generally, this issue arises when the district wishes to enter into a

contract with the Board member's employer. When the conditions specified in Government Code 1091 are satisfied (e.g., Board member is an employee of a nonprofit organization, the employer has at least 10 employees, and the Board member has been employed more than three years), then the district may enter into the contract as long as the affected Board member discloses the remote interest and abstains from the matter.***

Note: Board members who willfully fail to disclose a remote interest in a contract may be subject to a fine or imprisonment pursuant to Government Code 1097.

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

Note: Pursuant to Government Code 1091.5, certain financial interests are defined as "noninterests," meaning a conflict of interest does not exist and the district can enter into the contract. One of the noninterests listed in Government Code 1091.5 is when a Board member's spouse has been employed by the district for at least one year prior to the Board member's election or appointment. If the spouse has not been employed by the district for at least one year prior to the Board member's election or appointment, the exception does not apply and Government Code 1090 prohibits the district from entering into a new contract to hire the spouse. (80 Ops.Cal.Atty.Gen. 320 (1997))

Note: Attorney General opinions and case law have further clarified the application of this noninterest exception when a previously employed spouse changes to a different position during the Board member's term. Generally, these opinions have held that a lateral transfer or change of classification that does not require Board approval (e.g., second year probationary teacher automatically achieving permanent status, step increase) is the same employment not requiring a new contract and thus constitutes a noninterest. (92 Ops.Cal.Atty.Gen. 26 (2009), 87 Ops.Cal.Atty.Gen. 23 (2004)) However, when a new contract is involved (e.g., promotion from classroom teacher to principal, substitute employee becoming a probationary employee), the exception in Government Code 1091.5 does not apply and the action would be prohibited under Government Code 1090 because Board approval of the contract is required. (Thorpe v. Long Beach Community College District, 69 Ops.Cal.Atty.Gen. 255 (1986))

Note: Because this area of law is complex, it is strongly recommended that district legal counsel be consulted if a Board member's spouse is an employee of the district or when analyzing whether an interest is a noninterest or remote interest.

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

Note: Even when there is not a conflict pursuant to the PRA (Government Code 87100-87505) or Government Code 1090, the Attorney General has found that special situations may still exist under the common law doctrine against conflict of interest which, unlike the statutes, extends to noneconomic interests. In 92 Ops.Cal.Atty.Gen. 19 (2009), the Attorney General opined that a redevelopment board member should abstain from voting on a loan agreement where the recipient of the loan was a corporation owned by the board member's adult son. Although the board member was not financially interested in the contract under the PRA or Government Code 1090, the Attorney General determined that abstention was necessary in order to avoid a conflict between the member's official and personal interests and to avoid the appearance of impropriety.

Note: Districts are encouraged to consult legal counsel if situations arise that raise the question as to whether such a conflict exists.

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Note: Government Code 1099 and 1126 prohibit Board members and employees from engaging in any employment or activity which is inconsistent, incompatible, in conflict with, or inimical to their duties with the district. Government Code 1126 mandates the district to adopt procedures regarding this prohibition. See BP 4136/4236/4336 - Nonschool Employment for language implementing this mandate relative to employees.

Note: Attorney General opinions have indicated that it would be incompatible for Board members to serve on other elected or appointed boards, councils, or commissions that have interests which may conflict with the interests of the district (85 Ops.Cal.Atty.Gen. 60 (2002); 68 Ops.Cal.Atty.Gen. 171 (1985); 65 Ops.Cal.Atty.Gen. 606 (1982)). If a Board member is sworn into an incompatible office, then his/her position in the prior office is automatically terminated.

Note: Pursuant to Education Code 35107, an employee of a school district may not be sworn into office as an elected or appointed member of that district's Board unless he/she resigns as an employee. If the employee does not resign, the employment automatically terminates when he/she is sworn into office. See BB 9220 - Governing Board Elections.

Note: The determination as to whether an activity or office is incompatible is complex and requires a case-by-case analysis of the particular activities or duties of the office; therefore, it is recommended that district legal counsel be consulted as appropriate.

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)
(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Note: Pursuant to 2 CCR 18730, the gift limitation is currently \$460. This amount is adjusted in odd-numbered years by the FPPC. Pursuant to Government Code 89503, Board members and candidates are subject to gift limitation for gifts from all sources except when exempted by law or regulation. For those Board members who file a Form 700 based on the disclosure categories specified in the district's conflict of interest code pursuant to Government Code 87302 (see the accompanying exhibit), the gift limit is only applicable as to those individuals and entities that are disclosed on the Form 700.

Note: Several exceptions exist within the Government Code's definitions of gifts, income, interest in real property, and investment; see Government Code 82028, 82030, 82033, and 82034. If questions arise as to such exceptions, the district may seek clarification from the FPPC through email to advice@fppc.ca.gov or consult legal counsel.

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Note: Board members and designated employees may, in the circumstances described in Government Code 89506, receive payments, advances, or reimbursements for travel and related lodging and subsistence, which will not be subject to the gift limit set in Government Code 89503.

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE

- 1006 Qualifications for holding office
- 35107 School district employees
- 35230-35240 Corrupt practices, especially:
- 35233 Prohibitions applicable to members of governing boards
- 41000-41003 Moneys received by school districts
- 41015 Investments

FAMILY CODE

- 297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

- 1090-1099 Prohibitions applicable to specified officers
- 1125-1129 Incompatible activities
- 81000-91014 Political Reform Act of 1974, especially:
- 82011 Code reviewing body
- 82019 Definition, designated employee
- 82028 Definition, gift
- 82030 Definition, income
- 82033 Definition, interest in real property
- 82034 Definition, investment
- 87100-87103.6 General prohibitions
- 87200-87210 Disclosure
- 87300-87313 Conflict of interest code
- 87500 Statements of economic interests
- 89501-89503 Honoraria and gifts
- 89506 Ethics; travel

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18750.1-18756 Conflict of interest codes

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

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

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

Institute of Local Government: <http://www.ca-ilg.org>

(7/10) 5/16

Proposed

CSBA Sample

Exhibit

Conflict Of Interest

E 9270

Board Bylaws

RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

Note: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313 of the Political Reform Act (PRA). Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference along with a list of designated positions and disclosure categories. Board members and designated employees must annually file a Statement of Economic Interest/Form 700 pursuant to the disclosure requirements of the district's conflict of interest code.

Note: Government Code 87303 requires a district's conflict of interest code to be approved by a code reviewing body. For school districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The Fair Political Practices Commission (FPPC) is the code reviewing body for school districts with jurisdiction in more than one county.

Note: The code reviewing body needs to review only the portion of the district's conflict of interest code that specifies the district's designated positions and the disclosure categories as detailed in the following sample Resolution, including its Appendix, and not the other legal requirements related to conflict of interest reflected in the accompanying sample bylaw. The Resolution, including the Appendix, should be adopted by the Board and, as necessary, forwarded to the code reviewing body. Pursuant to Government Code 87306.5, the code reviewing body is required to notify the district in even-numbered years of the need to review the district's conflict of interest code. Upon such notification, the district should review the Appendix and make any necessary changes. In some counties, the code reviewing body requires that a resolution be adopted during each review and that the Board's resolution and amended appendix be submitted to that body. In other counties, only the appendix needs to be submitted. In both cases, districts need not submit BB 9270 - Conflict of Interest to the code reviewing body. In addition to the biannual review, districts should modify the Appendix and submit it, and the resolution if required, to the code reviewing body when any changed circumstances within the district require amendments to the Appendix, such as the creation of new designated positions or a change of duties assigned to existing positions.

Note: The following resolution should be modified to reflect district practice as well as any specific requirements of the district's code reviewing body.

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Gravenstein Union School District has previously

adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Gravenstein Union School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Gravenstein Union School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

Secretary/President

Conflict of Interest Code of the
Gravenstein Union School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

Note: The following list must be modified to reflect the specific disclosure categories in the district.

1. Category 1: A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. Category 2: A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Note: Item #3 below is for use only by districts in which the Board and Superintendent "manage public investments." All other districts must delete item #3.

***Note: Government Code 87500 requires public officials and designated employees to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and Superintendents who "manage public investments." Those Board members and

designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation. See section in accompanying bylaw entitled "Additional Requirements for Boards that Manage Public Investments" for a further discussion of this issue.***

3. Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

Note: The following list must be modified to reflect the specific designated positions and applicable disclosure categories in the district. For districts in which the Board and Superintendent "manage public investments," the disclosure category for Board members and the Superintendent in the list below must be modified to "Full Disclosure."

Designated Position and Disclosure Category

Governing Board Members	1
Superintendent of Schools	1
Assistant/Associate Superintendent	1
Purchasing Agent	1
Director	2
Principal	2
Assistant Principal	2
Maintenance and Operations Director	2
Program Coordinator	2
Project Specialist	2
Supervisor	2
Dean of Students	2

Disclosures for Consultants

Note: The definition of designated employees in Government Code 82019 includes consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or designee shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent

of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

Conflict of Interest Code of the
Gravenstein Union School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

Note: The following list must be modified to reflect the specific disclosure categories in the district.

1. Category 1: A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. Category 2: A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Note: Item #3 below is for use only by districts in which the Board and Superintendent "manage public investments." All other districts must delete item #3.

Note: Government Code 87500 requires public officials and designated employees to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and Superintendents who "manage public investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation. See section in accompanying bylaw entitled "Additional Requirements for Boards that Manage Public Investments" for a further discussion of this issue.

3. Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
- b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

Note: The following list must be modified to reflect the specific designated positions and applicable disclosure categories in the district. For districts in which the Board and Superintendent "manage public investments," the disclosure category for Board members and the Superintendent in the list below must be modified to "Full Disclosure."

Designated Position and Disclosure Category

Governing Board Members	1	
Superintendent of Schools	1	
Assistant/Associate Superintendent	1	
Purchasing Agent	1	
Director	2	
Principal	2	
Assistant Principal	2	
Maintenance and Operations Director		2
Program Coordinator	2	
Project Specialist	2	
Supervisor	2	
Dean of Students	2	

Disclosures for Consultants

Note: The definition of designated employees in Government Code 82019 includes consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or designee shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

**GRAVENSTEIN UNION SCHOOL DISTRICT
RESOLUTION 161012-3 CONFLICT OF INTEREST**

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Gravenstein Union School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Gravenstein Union School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Gravenstein Union School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

Secretary/President

VI C



Caroline Purtell <cpurtell@grav.k12.ca.us>

First Aid & CPR AED Training

4 messages

Caroline Purtell <cpurtell@grav.k12.ca.us>

Wed, Nov 2, 2016 at 11:50 AM

To: aimee.polese@j-ma.org

Hello Aimee: My name is Caroline Purtell and I am the Office Manager/District Secretary. You sent our Superintendent an email on October 30th offering training at \$35.00 per person. I am wondering if this is still available and we are very interested. We are looking at certifying around 60 employees.

Please contact me at 707-823-5361 to discuss times and dates for this.

I appreciate a prompt response as we would like to get this scheduled ASAP!

Thanks,

--

Caroline Purtell

Caroline Purtell <cpurtell@grav.k12.ca.us>

Wed, Nov 2, 2016 at 11:51 AM

To: Jennifer Schwinn <jschwinn@grav.k12.ca.us>

[Quoted text hidden]

--

Caroline Purtell

Aimee Polese <aimee.polese@j-ma.org>

Wed, Nov 2, 2016 at 12:36 PM

To: Caroline Purtell <cpurtell@grav.k12.ca.us>

Caroline,

Thank you for your email, Our First Aid & CPR AED class is \$35 person; this price is for both our initial and renewal training. Our initial training course is 6 - 8 hours in length and our renewal course is 3 - 4 hours. Classes can be scheduled 7 days a week at your location and on your availability. We also do Medic First Aid which is the required training for transportation drivers / school bus drivers.

I will need the following information to schedule your group. As soon as I receive this information I will email you your itinerary with the date and time you choose for your class. Scheduling is that easy.

1. date / time
2. location of class
3. mailing address
4. contact information
5. course type (renewal or initial) / (medic if needed for transportation drivers)
6. number of students

We accept credit card and check for payment. Checks are made out to **Jurman Medical Association**.

I will email you our W9 form and any other information you will need. I look forward to scheduling you. I called



Aimee Polese

Director of Sales &
Marketing at Jürman
Medical Association

A 12636 High Bluff Drive,
Suite 400, San Diego, CA
92130

D

+1-888-307-8450 Ext.405

P +1-888-307-8450

M +1-760-277-1262

E [aimee.polese@j-
ma.org](mailto:aimee.polese@j-ma.org)

W <http://www.j-ma.org/>

[Quoted text hidden]

Caroline Purtell <cpurtell@grav.k12.ca.us>
To: Aimee Polese <aimee.polese@j-ma.org>

Wed, Nov 2, 2016 at 1:27 PM

date/time: TBD 11/17
location of class: Gravenstein Multi Purpose Room
mailing address: 3840 Twig Avenue, Sebastopol, CA 95472
Contact information: Caroline Purtell
Course Type: Renewal

Number of Students: 60

over 50 students \$30.00

I will need an invoice for this, after I confirm what day.

Thanks for everything. It was a pleasure talking with you.

Caroline Purtell

[Quoted text hidden]

--

Caroline Purtell

GRAVENSTEIN UNION SCHOOL DISTRICT BOARD POLICY

Students BP 5141.21

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

The Governing Board recognizes that during the school day, some students may need to take medication prescribed or ordered by an authorized health care provider to be able to fully participate in the educational program. The Superintendent or designee shall develop processes for the administration of medication to these students. For any student with a disability, as defined under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973, necessary medication shall be administered in accordance with the student's individualized education program or Section 504 services plan.

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

If a parent/guardian chooses, he/she may administer the medication to his/her child at school or designate another individual who is not a school employee to do so on his/her behalf.

(cf. 1250 - Visitors/Outsiders)

(cf. 6116 - Classroom Interruptions)

In addition, upon written request by the parent/guardian and with the approval of the student's authorized health care provider, a student with a medical condition that requires frequent treatment, monitoring, or testing may be allowed to self-administer, self-monitor, and/or self-test. The student shall observe universal precautions in the handling of blood and other bodily fluids.

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

Administration of Medication by School Personnel

Any medication prescribed by an authorized health care provider, including an emergency antiseizure medication for a student with epilepsy, may be administered by the school nurse or other designated school personnel only when the Superintendent or designee has received written statements from both the student's parent/guardian and authorized health care provider. (Education Code 49414.7, 49423; 5 CCR 600)

School nurses and other designated school personnel shall administer medications in accordance with law, Board policy, and administrative regulation and shall be afforded appropriate liability protection.

(cf. 3530 - Risk Management/Insurance)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

Only a school nurse or other school employee with an appropriate medical license may administer an insulin injection to a student. In the event that no such licensed school personnel is available, the district may contract with a licensed nurse from a public or private agency to administer insulin to the student.

(cf. 5141.24 - Specialized Health Care Services)

When unlicensed personnel are authorized by law to administer a medication, such as emergency antiseizure medication, epinephrine auto-injector, or glucagon, the Superintendent or designee shall ensure that school personnel designated to administer it to students receive appropriate training from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by and provided with emergency communication access to a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training, ongoing supervision, as well as annual written verification of competency of such other designated school personnel.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

In an emergency situation such as a public disaster or epidemic, a trained, unlicensed district employee may administer medication to a student.

Legal Reference:

EDUCATION CODE

48980 Notification at beginning of term

49407 Liability for treatment

49408 Emergency information

49414 Emergency epinephrine auto-injectors

49414.5 Providing school personnel with voluntary emergency training

49414.7 Emergency medical assistance: administration of epilepsy medication

49422-49427 Employment of medical personnel, especially:

49423 Administration of prescribed medication for student

49423.1 Inhaled asthma medication

49480 Continuing medication regimen; notice

BUSINESS AND PROFESSIONS CODE

2700-2837 Nursing, especially:

2726 Authority not conferred

2727 Exceptions in general

3501 Definitions

CODE OF REGULATIONS, TITLE 5

600-611 Administering medication to students

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

COURT DECISIONS

American Nurses Association v. O'Connell, (2010) 185 Cal.App.4th 393

Management Resources:

AMERICAN DIABETES ASSOCIATION PUBLICATIONS

Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Training Standards for the Administration of Epinephrine Auto-Injectors, December 2004

NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS

Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003

WEB SITES

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

American Diabetes Association: <http://www.diabetes.org>

California Department of Education, Health Services and School Nursing: <http://www.cde.ca.gov/ls/he/hn>

National Diabetes Education Program: <http://www.ndep.nih.gov>

U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information: <http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

GRAVENSTEIN UNION SCHOOL DISTRICT

Sebastopol, California November 9, 2016

Gravenstein Elementary

3840 Twig Ave.
Sebastopol, CA 95472-575
(707) 823-7008

CBEDS Count By Grade, Class & Gender 11/04/2016

Class Id	Teacher	Period	Course Name	Room	Girls	Boys	Total
Grade 01							
1B	Kindred	0H	Grade 1	4	10	10	20
Grade1-B	Candau	0H	Grade 1	3	18	23	41
Grade1-D	Clement	0H	Grade 1	19	9	9	18
Grade 01 Subtotal					37	42	79
Grade 02							
2D	Otterson	0H	Grade 2	8	6	12	18
2E	DeBolt	0H	Grade 2	6	9	11	20
Grade2-A	Basque	0H	Grade 2	9	11	9	20
Grade2-B	Sprinkle	0H	Grade 2	7	8	11	19
Grade 02 Subtotal					34	43	77
Grade 03							
3B	Haas	0H	Grade 3	8	8	12	20
3C	Nordstrom	0H	Grade 3	5	10	10	20
3D	Mattish	0H	Grade 3	13	13	7	20
Grade3 E	Vestal	0H	Grade 3	9	8	12	20
Grade 03 Subtotal					39	41	80
Grade 04							
4A	Brown	0H	Grade 4	17	15	11	26
Grade4-A	Molina	0H	Grade 4	11	11	10	21
Grade4-B	Sully	0H	Grade 4	18	13	9	22
Grade4-C	Davis	0H	Grade 4	11	5	4	9
Grade 04 Subtotal					44	34	78
Grade 05							
5B	Pugno	0H	Grade 5	16	11	13	24
5C	Urmini	0H	Grade 5	15	9	9	18
Grade5-A	Davis	0H	Grade 5		2	5	7
Grade5-C	Gorman	0H	Grade 5	14	16	9	25
Grade 05 Subtotal					38	36	74
Grade KN							
OK1	Trivunovic	0H	Kindergarten		6	13	19
OK2	Crandall	0H	Kindergarten	K	10	9	19
OK4	Redfern	0H	Kindergarten	1	7	9	16
Grade0K-B	Tomsky	0H	Kindergarten	1	0	2	2
Grade0TK-A	Tomsky	0H	Transitional Kindergarten	2	8	4	12
OK3	Briggs	0H	Kindergarten	2	11	7	18
Grade KN Subtotal					42	44	86
Total For School:					234	240	474

Gravenstein Elementary

3840 Twig Ave.
Sebastopol, CA 95472-575
(707) 823-7008

CBEDS Count By Grade, Class & Gender 11/04/2016

Class Id	Teacher	Period	Course Name	Room	Girls	Boys	Total
Grade 06							
HOME6-A	Dexter	0	Homeroom 6	2	15	9	24
HOME6-B	Kinman	0	Homeroom 6	10	7	8	15
HOME6H	Helton	0	Homeroom 6	9	6	9	15
HOME6R	Rich	0	Homeroom 6	1	12	12	24
Grade 06 Subtotal					40	38	78
Grade 07							
HOME7	Collins	0	Homeroom 7	4	13	13	26
HOME7-A	Sotiras	0	Homeroom 7		9	9	18
HOME7-B	Blanco	0	Homeroom 7	17	9	9	18
HOME7-D	Clements	0	Homeroom 7	6	16	9	25
Grade 07 Subtotal					47	40	87
Grade 08							
HOME8	Sporrer	0	Homeroom 8	3	13	13	26
HOME8-A	Shore	0	Homeroom 8	P1	13	13	26
HOME8-B	Cole	0	Homeroom 8	12	10	18	28
Grade 08 Subtotal					36	44	80
Total For School:					123	122	245



Administration of Epinephrine Auto-Injectors

Training standards for the administration of epinephrine auto-injectors in accordance with *Education Code* Section 49414.

Training Standards for the Administration of Epinephrine Auto-Injectors

Contents

[Introduction](#) | [Training Standards](#) | [Guidelines for School Districts](#) | [Relevant Laws](#) | [Resources](#) | [Acknowledgements](#)

I. Introduction

Anaphylaxis is a potentially life-threatening hypersensitivity to a substance.¹ The reaction can occur within seconds or minutes of encountering an allergic trigger, including but not limited to an insect sting, food allergy, drug reaction (e.g., antibiotics, aspirin and non-steroidal inflammatory drugs), and exercise.² Other causes include latex and, less commonly, food-dependent, exercise-induced anaphylaxis and idiopathic anaphylaxis (unknown cause). Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling (of the face, lips, tongue, or other parts of the body), shock, or asthma.³ Other symptoms may include narrowing of the airways, rashes, hoarseness, nausea or vomiting, weak pulse, and dizziness. Individuals may experience anaphylaxis and not show any skin symptoms. Many individuals may have previously had only a mild reaction to an allergen, but subsequent exposure can trigger anaphylaxis. Without immediate administration of epinephrine followed by activation of emergency medical services, death can occur.

According to Food Allergy Research and Education (FARE),⁴ anaphylaxis affects one in every 13 children (under eighteen years of age) or approximately two children in every classroom. It is estimated that 25 percent of students have their first anaphylactic reaction at school.

California *Education Code (EC)* Section 49414, as amended by Senate Bill 1266, effective January 1, 2015,⁵ requires school districts to provide emergency epinephrine auto-injectors to school nurses or trained personnel who have volunteered, and provides that school nurses or trained personnel who have volunteered may use epinephrine auto-injectors to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction.⁶ The legislative history

- Skin symptoms or swollen lips
- Difficulty breathing
- Reduced blood pressure
- Gastrointestinal symptoms (e.g., vomiting, diarrhea, or cramping)

For some individuals who have had an anaphylactic reaction, the symptoms may go away but then return a few hours later. This is called a bi-phasic reaction. Often the symptoms of the bi-phasic reaction occur in the respiratory system and take the individual by surprise. Therefore, according to the American Academy of Allergy, Asthma and Immunology (AAAAI),¹³ after a serious reaction “observation in a hospital setting is necessary for at least four hours after initial symptoms subside because delayed and prolonged reactions may occur even after proper initial treatment.” Individuals may require a longer observation stay in the emergency department and/or may be admitted to the hospital for additional treatment and evaluation.

B. Standards and Procedures for Emergency Use and Storage of Epinephrine Auto-Injectors¹⁴

1. **Storage and restocking.** An epinephrine auto-injector is a disposable drug delivery system with a spring activated needle that is designed for emergency administration of epinephrine to provide rapid, convenient first aid for persons suffering a potentially fatal reaction to anaphylaxis.¹⁵ This ready-to-use and easily transported system is designed to treat a single anaphylactic episode. It must be properly discarded (in compliance with applicable state and federal laws) after its use, or provided to the emergency medical responders.

A qualified supervisor of health, which may include but is not limited to a school nurse¹⁶ (or, if there is no qualified supervisor of health, an administrator)¹⁷ shall obtain from an authorized physician¹⁸ a prescription for each school for epinephrine auto-injectors that, at a minimum, includes one regular (or adult) and one junior epinephrine auto-injector for an elementary school, and one regular or adult (if there are no pupils requiring a junior) epinephrine auto-injector for a junior high school, middle school or high school¹⁹ (it is generally recommended that two epinephrine auto-injectors be kept on-hand, as back-up).

The qualified supervisor of health (or administrator) shall be responsible for stocking the epinephrine auto-injector and restocking it if it is used.²⁰ If the epinephrine auto-injector is used it shall be restocked as soon as reasonably possible, but no later than two weeks after it is used.²¹ Epinephrine auto-injectors shall be restocked before their expiration date.²²

According to the manufacturer, epinephrine auto-injectors should be stored in a secure but accessible, well-marked location, at room temperature until the marked expiration date, at which time the unit must be replaced. Epinephrine auto-injectors should be stored in an unlocked location. Auto-injectors should not be refrigerated as this could cause the device to malfunction. Epinephrine auto-injectors should not be exposed to extreme heat or direct sunlight. Heat and light shorten the life of the product and can cause the epinephrine to degrade. To be effective,

5. Epinephrine auto-injector administration procedure:

Read the manufacturer's instructions regarding administration of epinephrine auto-injector.

1. Remove safety cap or cover of epinephrine auto-injector and place 'tip' ("active side of device") on outside of thigh—midway between hip and knee (follow instructions—may require pressure while placing on thigh)
 2. Position device perpendicular (90 degree angle) to the thigh
 3. It can be administered through clothing
 4. Wait for click or other sound indicating medication is being administered
 5. Hold in place for approximately 10 seconds
 6. Many have a shield that covers the exposed needle
 7. Keep epinephrine auto-injector until emergency personnel arrive. Per their direction, either give to them or place expended injector in sharps container
6. If the anaphylactic reaction is due to an insect sting, remove the stinger as soon as possible after administering the epinephrine auto-injector. Remove stinger quickly by scraping with a fingernail, plastic card, or piece of cardboard. Apply an ice pack to sting area. DO NOT push, pinch, or squeeze, or further imbed the stinger into the skin because such action may cause more venom to be injected into the victim
7. Observe the victim for signs of shock. Cover the victim with a blanket, as necessary, to maintain body temperature and help to prevent shock
8. Monitor the victim's airway and breathing. If trained, begin CPR immediately if the victim stops breathing
- ▣ If symptoms continue or worsen and paramedics have not arrived, use a second epinephrine auto-injector and re-inject 5–15 minutes after initial injection. Continue to monitor the victim's airway and breathing.
9. After epinephrine is given, the individual should be promptly taken to the nearest emergency department by ambulance for evaluation and monitoring by physicians and nurses. A second delayed reaction may occur after the initial anaphylaxis and this second set of symptoms can also be severe and life-threatening. After evaluation and treatment in the emergency department, parents/guardians should be advised to monitor student according to recommendations of the treating healthcare provider(s).
10. Document the incident, complete and submit any required reporting forms to the appropriate staff. Include in the documentation the date and time epinephrine auto-injector was administered, the victim's response, and additional pertinent information.

C. Emergency Follow-up Procedures³¹

After administering the epinephrine auto-injector, immediately call 911³² and activate the EMS. Stay with the victim. Have others notify the paramedics, school nurse, and school administrator immediately. If possible, contact the pupil's parent and physician.³³ Promptly transfer the individual to the nearest emergency department via ambulance for additional evaluation, monitoring, and treatment by physicians and nurses.

EC Section 49414(a) requires a school district, county office of education, or charter school to provide emergency epinephrine auto-injectors to school nurses and trained personnel who have volunteered and authorizes school nurses and trained personnel to use epinephrine auto-injectors to provide emergency medical aid to person suffering, or reasonably believed to be suffering from an anaphylactic reaction.

EC Section 49414(c) allows each private elementary and secondary school to voluntarily determine whether or not to make emergency epinephrine auto-injectors and trained personnel available at the school. *EC* Section 49414(c) requires a school, in making this determination, to evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to epinephrine auto-injectors and trained personnel.

EC Section 49414(d) allows each public and private elementary and secondary school in the state to designate one or more school personnel on a voluntary basis to receive initial and annual refresher training, based on the minimum training standards developed by the SSPI, regarding the storage and emergency use of an epinephrine auto-injector from the school nurse or other qualified person designated by an authorizing physician and surgeon.

EC Section 49414(e)(1) requires the SSPI to establish minimum standards of training for the administration of epinephrine auto-injectors.


EC Section 49414(e)(2) states that the training standards shall include all of the following:

- A. Techniques for recognizing symptoms of anaphylaxis.
- B. Standards and procedures for the storage, restocking, and emergency use of epinephrine auto-injectors.
- C. Emergency follow-up procedures, including calling the emergency 911 phone number and contacting, if possible, the pupil's parent and physician.
- D. Recommendations on the necessity of instruction and certification in CPR.
- E. Instruction on how to determine whether to use an adult epinephrine auto-injector or a junior epinephrine auto-injector, which shall include consideration of a pupil's grade level or age as a guideline of equivalency for the appropriate pupil weight determination.
- F. Written materials covering the information required under this subdivision.


EC Section 49414(3) states that training established pursuant to this subdivision shall be consistent with the most recent Voluntary Guidelines for Managing Food Allergies In Schools and Early Care and Education Programs published by the federal Centers for Disease Control and Prevention and the most recent guidelines for medication administration issued by the department.


EC Section 49414(4) requires a school to retain for reference the written materials prepared in compliance with section 49414(e)(2)(F).


EC Section 49414(3)(f) states that a school district, county office of education, or charter school shall distribute a notice at least once per school year to all staff that contains the following information:


[California Department of Public Health \(CDPH\)](#) 


[California Medical Association \(CMA\)](#) 

[California School Nurses Organization \(CSNO\)](#) 

[Emergency Medical Systems Authority \(EMSA\)](#) 

[Food Allergy and Resource Education \(FARE\)](#) 

[National Association of School Nurses \(NASN\)](#) 

[National Food Service Management Institute: Food Allergy Fact Sheets](#) 

[Schools at Allergy Home](#) 

VI. Acknowledgements

In compliance with the authorizing statute,⁴⁰ the following individuals and agencies were consulted in the review of the training standards:

- ▣ Lydia Bourne, RN, California School Nurses Organization
- ▣ Sheri Coburn, Ed. D., M.S, RN, Director of Comprehensive Health Programs, San Joaquin County Office of Ed
- ▣ Anne Fliesler, BSN, RN, PHN, Santa Cruz City Schools
- ▣ Joan Edelstein, Dr. PH, RN, Health Services Coordinator, Oakland Unified School District
- ▣ Marilyn Glinskas, BSN, RN, PHN, Stanislaus County Office of Education
- ▣ Connie Green, Bay Area Food Allergy Network
- ▣ Tom Herman, California Department of Education
- ▣ Heidi Hannaman, Legislative Aide, Office of Senator Bob Huff
- ▣ Gina Knight, RN, Gateway Community Charters School Nurse
- ▣ Lisa McIntire, M.Ed, RN, PHN, California School Nurses Organization
- ▣ Travis Miller, MD, FACAAl, FAAP, FAAAAI, D-ABIM, Medical Director, The Allergy Station
- ▣ Cathy Owens, RN, M.Ed, NCSN, ERSN, California School Nurses Organization
- ▣ Anne F. Russell, BSN, RN, AE-C, Food Allergy Specialty Nurse, Faculty Spring Arbor University
- ▣ Kathy Ryan, MSN, PHN, RN, FNP, California School Nurses Organization
- ▣ Howard Taras, MD, Medical Specialist School Health, Professor UCSD School of Medicine
- ▣ Daniela Torres, MPH, California Department of Education
- ▣ Sheri Vitali, MSN, RN, Coordinator San Joaquin County Office of Education
- ▣ Michael J. Welch, MD, FAAP, FAAAAI, Co-Director, Allergy & Asthma Medical Group and Research Center

¹EC Section 49414(b)(1).


²EC Section 49414(b)(1)(B).

²⁵*Business and Professions Code Section 4119.2(a).*

²⁶*Business and Professions Code Section 4119.2(b).*

²⁷*EC Section 49414(b)(5).*

²⁸*EC Section 49414(h).*

²⁹Epi-Pen 

³⁰*EC Section 49414(e)(2)(C).*

³¹*EC Section 49414(e)(2)(C).*

³²*EC Section 49414(e)(2)(C).*


³³*EC Section 49414(e)(2)(C).*

³⁴*EC Section 49414(e)(2)(D).*

³⁵*EC Section 49414(e)(2)(E).*

³⁶*EC Section 49414(e)(4).*

³⁷*Business and Professions Code Section 4119.2(b).*

³⁸Food Allergies in Schools 

³⁹Program Advisory on Medication Administration (PDF)

Questions: Coordinated School Health and Safety Office | 916-319-0914

Last Reviewed: Monday, May 9, 2016

GRAVENSTEIN UNION SCHOOL DISTRICT

Board Policy
Transitional Kindergarten

BP 6170.1

Instruction

***Note: The following policy is for use by districts that maintain kindergarten and may be revised to reflect district practice. Education Code 48000 provides that children are eligible for kindergarten enrollment if they have their fifth birthday on or before September 1 in that school year; see AR 5111 - Admission. Pursuant to Education Code 48000, any child whose birthday is between September 2 and December 2 must be offered a transitional kindergarten (TK) program. ***

***Note: Education Code 48000 defines TK as the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate. Many of the requirements applicable to kindergarten (e.g., class size, minimum school day, facilities) are also applicable to TK. The district will receive average daily attendance (ADA) for students in a TK program that meets the requirements specified in Education Code 48000. ***

***Note: For guidance on implementing TK programs, see the Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, published by the California Department of Education (CDE). ***

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist TK children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

Eligibility

***Note: Pursuant to Education Code 48200, each person between the ages of 6 and 18 years is subject to compulsory full-time education, unless otherwise exempted by law. Thus, parents/guardians are not required to enroll children in TK or kindergarten but, if they do so, are subject to the age criteria specified below. ***

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

***Note: The CDE's "Transitional Kindergarten FAQs" clarify that children are required to have documentation of required immunizations or a valid exemption prior to admission to TK. For information about required immunizations and exemptions, see BP/AR 5141.31 - Immunizations. ***

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

***Note: The following paragraph is optional. If the district chooses to allow kindergarten-eligible children to enroll in the TK program, CDE recommends that the district establish criteria to determine selection requirements. The parent/guardian of a kindergarten-eligible child who is enrolled in TK must, at the end of the year, sign a Kindergarten Continuance Form verifying that he/she agrees to have the child continue in kindergarten the following year; see section "Continuation in Kindergarten" below. ***

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

Note: The following paragraph is optional. Pursuant to Education Code 48000, as amended by AB 104 (Ch. 13, Statutes of 2015), the district may, at its discretion, determine whether to allow admittance of children whose fifth birthday is after December 2. Such students may be admitted at any time during the school year, including at the beginning of the year.

The district may, at any time during the school year, admit into the TK program a child whose fifth birthday is after December 2 of that same school year, provided that the Superintendent or designee recommends that enrollment in a TK

program is in the child's best interest. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

The District requires that children be toilet trained prior to enrollment in the regular TK or Kindergarten classroom.

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

***Note: As amended by SB 858 (Ch. 32, Statutes of 2014), Education Code 48000 states the Legislature's intent that the TK curriculum be aligned to the California Preschool Learning Foundations developed by the CDE. These standards address essential skills in the subject areas listed below. The standards and companion preschool curriculum frameworks are available on CDE's web site. ***

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6011 - Academic Standards)
(cf. 6174 - Education for English Language Learners)

***Note: The following optional paragraph may be revised to reflect district practice. Education Code 37202 requires that all elementary schools in the district be maintained for an equal length of time during the school year. In its "Transitional Kindergarten FAQs," the CDE has interpreted this to mean that the district's annual instructional minutes offered to TK students should be the same as the number of instructional minutes offered to kindergarten students, as reflected in its annual audit. Pursuant to Education Code 46111 and 46117, at the kindergarten level the minimum school day is three hours (180 minutes) and the maximum school day is four hours (240 minutes), unless the district has adopted an extended-day kindergarten pursuant to Education Code 8973. However, pursuant to Education Code 46119, if the district has fewer than 40 kindergarten students, it may apply to the Superintendent of Public Instruction to maintain two kindergarten classes of 150 minutes each, taught on the same day by the same

teacher. Also see AR 6112 - School Day. ***

The Board shall fix the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

***Note: The following optional paragraph may be revised to reflect district practice. According to the CDE's "Transitional Kindergarten FAQs," it is the intent of the law to provide separate and unique experiences for TK and kindergarten students. However, districts have flexibility to determine how best to meet the curricular needs of each child and whether TK and kindergarten students may be enrolled in the same classrooms. ***

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

Staffing

***Note: To be qualified to teach a TK class, the teacher must possess an appropriate multiple subjects or early child education credential issued by the Commission on Teacher Credentialing (CTC) authorizing instruction in TK. As amended by SB 876 (Ch. 687, Statutes of 2014), Education Code 48000 establishes additional requirements for credentialed teachers who are first assigned to a TK class after July 1, 2015, as provided below.

TK assignments are subject to assignment monitoring and reporting by the County Superintendent of Schools in accordance with Education Code 44258.9.

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification)

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

Continuation to Kindergarten

***Note: The following section is consistent with guidance in the CDE's "Transitional Kindergarten FAQs." ***

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

***Note: The following optional paragraph is for use by districts that allow kindergarten-eligible children to enroll in TK; see section "Eligibility" above. When such students are subsequently enrolled in kindergarten, the district is required to obtain a signed Kindergarten Continuance Form in order to receive kindergarten ADA for those children since they would otherwise be age-eligible for first grade. CDE recommends that approval for a student to continue in kindergarten not be sought until near the end of the year of TK, since permission obtained unreasonably far in advance could be found invalid. ***

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

***Note: Pursuant to Education Code 46300, the district may not include for ADA purposes the attendance of any student for more than two years in a combination of TK and kindergarten. ***

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Assessment

***Note: The following section may be revised to reflect district practice. One assessment resource for TK students is the CDE's Desired Results Developmental Profile, which is designed to assess the developmental progression of all children from early infancy to kindergarten entry. ***

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

8973 Extended-day kindergarten
37202 School calendar; equivalency of instructional minutes
44258.9 Assignment monitoring by county superintendent of schools
46111 Kindergarten, hours of attendance
46114-46119 Minimum school day, kindergarten
46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten
48000 Age of admission, kindergarten and transitional kindergarten
48002 Evidence of minimum age required to enter kindergarten or first grade
48200 Compulsory education, starting at age six

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <http://www.tkcalifornia.org>

(11/11 4/15) 10/15

GRAVENSTEIN UNION SCHOOL DISTRICT

SEBASTOPOL, CA

Adopted 11/9/16



California School Boards Association

DEADLINE: Saturday, January 7, 2017
BOARD ACTION REQUIRED
Please deliver to all governing board members.

October 24, 2016

MEMORANDUM

To: All Board Presidents, Superintendents of CSBA Member Boards of Education

From: Chris Ungar, President

Re: Call for Nominations for CSBA Delegate Assembly

Each year, member boards elect representatives from 21 geographic regions to CSBA's Delegate Assembly. The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors, and Executive Committee, Delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year. In 2017, the first meeting will be May 20-21 in Sacramento and the second one will be November 29-30 in San Diego preceding CSBA's Annual Education Conference and Trade show.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Saturday, January 7, 2017**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must serve on CSBA member boards and give their approval prior to being nominated.
- All nominees must submit a **one-page, single-sided**, candidate biographical sketch form. An optional one-page, one-sided résumé may also be submitted but cannot be substituted for the biographical sketch form.
- All nomination materials must be postmarked by the U.S.P.S., faxed or emailed no later than **Saturday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by this due date. Late submissions will not be accepted.
- Ballots will be mailed by Wednesday, February 1, 2017 and are due Wednesday, March 15, 2017.
- Elected Delegates serve a two-year term beginning April 1, 2017 through March 31, 2019.

The enclosed nomination materials related to the nomination process are available to download at <https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectiontotheDelegateAssembly.aspx>. For more information about the Delegate Assembly, please contact the Executive Office or Charlyn Tuter at ctuter@csba.org or (800) 266-3382, ext. 3281. Thank you.



California School Boards Association

Frequently Asked Questions regarding Delegate Assembly Nominations and Elections

Who is eligible to serve on Delegate Assembly? To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA; and
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

What is the term of office to serve on Delegate Assembly? The term of office for each Delegate is two years beginning April 1, 2017 through March 31, 2019. Within each region, approximately half of the Delegates are elected in even-numbered years and half in odd-numbered years.

How is a board member nominated to serve on the Delegate Assembly? A board member must be formally nominated by a board in the region or subregion and may be nominated by his or her own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes, however, it is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.

What does a nomination consist of? A nomination consists of a completed signed nomination and a one-page candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may be submitted, (résumé cannot be substituted for the candidate biographical sketch form). The biographical sketch will be copied exactly as submitted and included with the ballots.

When are the nomination and biographical sketch forms due? The nomination and candidate biographical sketch forms must be delivered to CSBA either by fax (916) 371-3407, email nominations@csba.org, or mail, postmarked by the U.S.P.S., on or before **Saturday, January 7, 2017**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.*

How are nominees elected to serve on Delegate Assembly? Ballots are mailed by Wednesday, February 1 to each district or county board within the region or subregion. Ballots must be delivered to CSBA via U.S.P.S. postmarked by Wednesday, March 15, in order to be accepted. Ballots may not be faxed or emailed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as many persons as there are positions to be filled within the region or subregion. All districts and candidates are notified of the results no later than March 31. If there is a tie vote, a run-off election will be held.

What are the required Delegate Assembly meeting dates? There are two required Delegate Assembly meetings each year. In 2017, the first meeting will be May 20-21 in Sacramento and the second one will be November 29-30 in San Diego preceding CSBA's Annual Education Conference and Trade show.

Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings? No, CSBA is not able to cover expenses.

For additional information, please contact the Executive Office at (800) 266-3382.



Delegate Assembly Nomination Form

DUE: Saturday, January 7, 2017

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

CSBA Region/subregion # _____

The Board of Education of the _____ wishes to
(Nominating District)

nominate _____ . The nominee is a member of the
(Nominee)

_____, which is a member of the California
(Nominee's District)
School Boards Association.

- The nominee has consented to this nomination.
- Attached is the nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé.
- The nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé will be sent by Saturday, January 7, 2017.

Board Clerk or Board Secretary (signed)

Date

Board Clerk or Board Secretary (printed)

PLEASE NOTE: The nomination and candidate biographical sketch forms may be emailed to nominations@csba.org, faxed to (916) 371-3407 or mailed to CSBA, Attn: Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95691, postmarked by the U.S.P.S. no later than **Saturday, January 7, 2017**. **It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by the due date. Late submissions cannot be accepted.** If you have any questions, please contact the Executive Office at (800) 266-3382 or Charlyn Tuter at ctuter@csba.org. Thank you.

2017 Delegate Assembly Candidate Biographical Sketch Form

DUE: Saturday, January 7, 2017

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Name: _____	CSBA Region-subregion #: _____
District or COE Name: _____	Years on board: _____
Profession: _____	Contact Number: _____ E-mail: _____
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Please describe your activities and involvement on your local board, community, and/or CSBA.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Date: _____

2016 CSBA DELEGATE ASSEMBLY ROSTER

DELEGATES (Year = term expiration; ◇ = appointed by district)

(As of October 14, 2016)

REGION 1 – 4 Delegates (4 elected)

Director: Jennifer Owen (Fort Bragg USD)

Subregion 1-A (Del Norte, Humboldt)

Annelia Hillman (Klamath-Trinity Joint USD), 2017

Lisa Ollivier (Eureka City SD), 2018

Subregion 1-B (Lake, Mendocino)

Taja Odom (Kelseyville USD), 2018

County: Frances Costello (Del Norte Cnty. & USD), 2017

REGION 2 – 4 Delegates (4 elected)

Director: Sherry Crawford (Siskiyou COE)

Subregion 2-A (Modoc, Siskiyou, Trinity)

Gregg Gunkel (Siskiyou Union HSD), 2017

Subregion 2-B (Shasta)

James (Jim) Schwerdt (Shasta Union HSD), 2017

Subregion 2-C (Lassen, Plumas)

Dwight Pierson (Plumas County & USD), 2018

County: Brenda Duchi (Siskiyou COE), 2018

REGION 3 – 8 Delegates (8 elected)

Director: A.C. (Tony) Ubalde (Vallejo City USD)

Subregion 3-A (Sonoma)

Dianna MacDonald (Cloverdale USD), 2017

Cassandra Maitlen-Jones (Bennett Valley Un. SD), 2018

Subregion 3-B (Napa)

Indira Lopez (Calistoga Joint USD), 2017

Subregion 3-C (Solano)

Michele (Shelley) Dally (Vacaville USD), 2018

David Isom (Fairfield-Suisun USD), 2017

Vacant, 2017

Subregion 3-D (Marin)

Barbara (Barb) Owens (Tamalpais Union HSD), 2018

County: Herman Hernandez (Sonoma COE), 2017

REGION 4 – 8 Delegates (8 elected)

Director: Paige K. Stauss (Roseville Joint Union HSD)

Subregion 4-A (Glenn, Tehama)

Rod Thompson (Red Bluff Jt. Union HSD), 2018

Subregion 4-B (Butte)

Judith Peters (Paradise USD), 2017

Subregion 4-C (Colusa, Sutter, Yuba)

Jim Flurry (Marysville Joint USD), 2018

Sharman Kobayashi (Yuba City USD), 2017

Subregion 4-D (Nevada, Placer, Sierra)

Julann Brown (Auburn Union ESD), 2017

Trish Gerving (Nevada City SD), 2017

Renee Nash (Eureka Union SD), 2018

County: Suzanne Jones (Placer COE), 2018

REGION 5 – 10 Delegates (7 elected/3 appointed ◇)

Director: Jill Wynns (San Francisco County & USD)

Subregion 5-A (San Francisco)

Emily Murase (San Francisco County & USD)◇, 2017

Rachel Norton (San Francisco County & USD)◇, 2017

Shamann Walton (San Francisco County & USD)◇, 2018

Subregion 5-B (San Mateo)

Davina Drabkin (Burlingame ESD), 2017

Carrie Du Bois (Sequoia Union HSD), 2017

Marc Friedman (San Mateo Union HSD), 2018

Alisa MacAvoy (Redwood City ESD), 2018

Kevin Martinez (San Bruno Park ESD), 2017

Kalimah Salahuddin (Jefferson Union HSD), 2018

County: Beverly Gerard (San Mateo COE), 2017

REGION 6 – 19 Delegates (12 elected/7 appointed ◇)

Director: Darrel Woo (Sacramento City USD)

Subregion 6-A (Yolo)

Susan Lovenburg (Davis Joint USD), 2018

Subregion 6-B (Sacramento)

Michael A. Baker (Twin Rivers USD)◇, 2017

Ellen Cochrane (Sacramento City USD)◇, 2018

Pam Costa (San Juan USD)◇, 2017

Craig DeLuz (Robla ESD), 2018

John Gordon (Galt Joint Union ESD), 2017

Jay Hansen (Sacramento City USD)◇, 2017

James Hendricks (Arcohe Union ESD), 2018

Susan Heredia (Natomas USD), 2017

Lisa Kaplan (Natomas USD), 2017

Lucinda Luttgen (San Juan USD)◇, 2018

Crystal Martinez-Alire (Elk Grove USD)◇, 2017

Michael McKibbin (San Juan USD), 2017

Edward Short (Folsom-Cordova USD), 2017

Bobbie Singh-Allen (Elk Grove USD)◇, 2018

Vacant, 2018

Subregion 6-C (Alpine, El Dorado, Mono)

Misty DiVittorio (Placerville Union ESD), 2018

Suzanna George (Rescue Union ESD), 2017

County: Greg Geeting (Sacramento COE), 2018

2016 CSBA DELEGATE ASSEMBLY ROSTER

REGION 7 – 20 Delegates (15 elected/5 appointed) ◇

Director: Anne White (Livermore Valley USD)

Subregion 7-A (Contra Costa)

Elizabeth Block (West Contra Costa USD) ◇, 2018
 Laura Canciamilla (Pittsburg USD), 2018
 Christine Deane (Contra Costa COE), 2017
 Madeline Kronenberg (West Contra Costa USD), 2017
 Linda K. Mayo (Mt. Diablo USD) ◇, 2017
 Kathi McLaughlin (Martinez USD), 2018
 Yolanda C. Pena Mendrek (Liberty Union HSD), 2017
 Raymond Valverde (Liberty Union HSD), 2018

Subregion 7-B (Alameda)

Valerie Arkin (Pleasanton USD), 2018
 Desrie Campbell (Fremont USD), 2018
 Ann Crosbie (Fremont USD) ◇, 2017
 Jamie Hintzke (Pleasanton USD), 2018
 Philip Hu (Alameda USD), 2017
 Beatriz Leyva-Cutler (Berkeley USD), 2017
 Jody London (Oakland USD) ◇, 2017
 William McGee (Hayward USD), 2017
 Amy Miller (Dublin USD), 2018
 Diana J. Prola (San Leandro USD), 2017
 Rosie Torres (Oakland USD) ◇, 2018
County: Aisha Knowles (Alameda COE), 2017

REGION 8 – 14 Delegates (12 elected/2 appointed) ◇

Director: Matthew Balzarini (Lammersville Joint USD)

Subregion 8-A (San Joaquin)

Gloria J. Allen (Stockton USD) ◇, 2018
 Sam Fant (Manteca USD), 2018
 Kathleen Garcia (Stockton USD) ◇, 2017
 Ron Heberle (Lodi USD), 2017
 Kathy Howe (Manteca USD), 2018
 George Neely (Lodi USD), 2017
 Jenny Van De Pol (Lincoln USD), 2018

Subregion 8-B (Amador, Calaveras, Tuolumne)

Zerrall McDaniel (Calaveras USD), 2017

Subregion 8-C (Stanislaus)

Faye Lane (Ceres USD), 2018
 Cynthia Lindsey (Sylvan Union ESD), 2017
 Vacant, 2017

Subregion 8-D (Merced)

Adam Cox (Merced City ESD), 2017
 Greg Opinski (Merced Union HSD), 2018
County: Vacant, 2018

REGION 9 – 8 Delegates (8 elected)

Director: Tami Gunther (Atascadero USD)

Subregion 9-A (San Benito, Santa Cruz)

Phil Rodriguez (Soquel Union ESD), 2018
 Deborah Tracy-Proulx (Santa Cruz City Schools), 2018
 George Wylie (San Lorenzo Valley USD), 2017

Subregion 9-B (Monterey)

Lila Cann (Salinas Union HSD), 2017
 Rita Patel (Carmel USD), 2018

Subregion 9-C (San Luis Obispo)

Mark Buchman (San Luis Coastal USD), 2018
 Vicki Meagher (Lucia Mar USD), 2017
County: Sergio Alejo (Monterey COE), 2017

REGION 10 – 15 Delegates (11 elected/4 appointed) ◇

Director: Susan Markarian (Pacific Union ESD)

Subregion 10-A (Madera, Mariposa)

Barbara Bigelow (Chawanakee USD), 2017

Subregion 10-B (Fresno)

Daniel Babshoff (Kerman USD), 2017
 Cynthia (Cyndi) Berube (Central USD), 2018
 Darrell Carter (Washington USD), 2018
 Gilbert F. Coelho (Firebaugh-Las Deltas USD), 2018
 Valerie F. Davis (Fresno USD) ◇, 2017
 Brian D. Heryford (Clovis USD) ◇, 2017

James Karle (Sanger USD), 2017

Marcia (Marcy) Masumoto (Sanger USD), 2017

Carol Mills (Fresno USD) ◇, 2018

Betsy J. Sandoval (Clovis USD) ◇, 2018

Norman Saude (Sierra USD), 2018

Kathy Spate (Caruthers USD), 2017

Subregion 10-C (Kings)

Karen Frey (Corcoran Joint USD), 2018

County: Barbara Thomas (Fresno COE), 2018

REGION 11 – 9 Delegates (9 elected)

Director: Suzanne Kitchens (Pleasant Valley SD)

Subregion 11-A (Santa Barbara)

Jack C. Garvin (Santa Maria Joint Union HSD), 2018

S. Monique Limon (Santa Barbara USD), 2017

Subregion 11-B (Ventura County and Las Virgenes USD)

John Andersen (Conejo Valley USD), 2018

Greg Barker (Moorpark USD), 2018

Rob Collins (Simi Valley USD), 2018

Vianey Lopez (Hueneme ESD), 2018

Christina Urias (Santa Paul USD), 2017

John Walker (Ventura USD), 2017

County: Mark Lisagor (Ventura COE), 2017

2016 CSBA DELEGATE ASSEMBLY ROSTER

REGION 12 – 13 Delegates (11 elected/2 appointed) ◇

Director: Bill Farris (Sierra Sands USD)

Subregion 12-A (Tulare)

Peter Lara, Jr. (Porterville USD), 2018
Cathy Mederos (Tulare Joint Union HSD), 2017
Dean Sutton (Exeter USD), 2017
Lucia Vazquez (Visalia USD), 2018

Subregion 12-B (Kern)

Pam Baugher (Bakersfield City SD), 2017
Jeff Flores (Kern Union HSD) ◇, 2017
Tim Johnson (Sierra Sands USD), 2017
Phillip Peters (Kern Union HSD) ◇, 2018
Elizabeth Naty Santana-Garibaldo (Lamont ESD), 2017
Scott Starkey (Southern Kern USD), 2018
Wesley Thomas (Kernville Union ESD), 2018
Vacant, 2017

County: Donald P. Cowan (Kern COE), 2018

REGION 15 – 27 Delegates (18 elected/9 appointed) ◇

Director: Meg Cutuli (Los Alamitos USD)

County: Orange

Ginny Aitkens (Saddleback Valley USD) ◇, 2017
Valerie Amezcua (Santa Ana USD) ◇, 2018
Dana Black (Newport-Mesa USD), 2018
Lauren Brooks (Irvine USD), 2018
Bonnie Castrey (Huntington Beach Union HSD), 2017
Gina Clayton-Tarvin (Ocean View SD), 2017
Jeff Cole (Anaheim ESD), 2017
Ian Collins (Fountain Valley ESD), 2017
Debbie Cotton (Ocean View SD), 2017
Lynn Davis (Tustin USD), 2018
Judy Franco (Newport-Mesa USD), 2018
Karin Freeman (Placentia-Yorba Linda USD), 2017
Bob Harden (Garden Grove USD) ◇, 2017
Gila Jones (Capistrano USD) ◇, 2018
Candice (Candi) Kern (Cypress ESD), 2018
Martha McNicholas (Capistrano USD) ◇, 2018
Lan Q. Nguyen (Garden Grove USD) ◇, 2018
Annemarie Randle-Trejo (Anaheim Union HSD) ◇, 2018
Rob Richardson (Santa Ana USD) ◇, 2017
Rosemary Saylor (Huntington Beach City ESD), 2018
Francine Scinto (Tustin USD), 2018
Michael Simons (Huntington Beach Union HSD), 2018
Robert A. Singer (Fullerton Joint Union HSD), 2017
Suzie R. Swartz (Saddleback Valley USD), 2017
Sharon Wallin (Irvine USD) ◇, 2018
Dolores Winchell (Saddleback Valley ESD), 2017

County: John W. Bedell (Orange COE), 2017

REGION 16 – 20 Delegates (15 elected/5 appointed) ◇

Director: Karen Gray (Silver Valley USD)

Subregion 16-A (Inyo)

Susan Patton (Lone Pine USD), 2017

Subregion 16-B (San Bernardino)

Jesse Armendarez (Fontana USD) ◇, 2018
Christina Cameron-Otero (Needles USD), 2017
Niccole Childs (Hesperia USD), 2018
Lorena Corona (Fontana USD) ◇, 2017
Tom Courtney (Lucerne Valley USD), 2017
Barbara J. Dew (Victor Valley Union HSD), 2018
Barbara Flores (San Bernardino City USD) ◇, 2018
Cathline Fort (Etiwanda ESD), 2018
Margaret Hill (San Bernardino City USD) ◇, 2017
Sylvia Orozco (Chino Valley USD) ◇, 2017
Caryn Payzant (Alta Loma ESD), 2018
Barbara Schneider (Helendale SD), 2018
Jane D. Smith (Yucaipa-Calimesa Joint USD), 2018
Wilson So (Apple Valley USD), 2017
Eric Swanson (Hesperia USD), 2017
Kathy A. Thompson (Central ESD), 2017
Charles Uhalley (Chaffey Joint Union HSD), 2017
Donna West (Redlands USD), 2018

County: Mark A. Sumpter (San Bernardino COE), 2018

REGION 17 – 24 Delegates (18 elected/6 appointed) ◇

Director: Carol Skiljan (Encinitas Union ESD)

County: San Diego

Elvia Aguilar (South Bay Union SD), 2018
Barbara Avalos (National SD), 2018
Kevin Beiser (San Diego USD) ◇, 2017
Brian Clapper (National SD), 2018
Katie Dexter (Lemon Grove SD), 2018
Twila Godley (Lakeside Union SD), 2017
Adrienne Hakes (Oceanside USD), 2018
Beth Hergesheimer (San Dieguito Union HSD), 2017
Elizabeth Jaka (Vista USD), 2018
Claudine Jones (Carlsbad USD), 2018
Michael McQuary (San Diego USD) ◇, 2018
Janet W. Mulder (Jamul-Dulzura Union ESD), 2017
Tamara Otero (Cajon Valley Union SD), 2017
Dawn Perfect (Ramona USD), 2017
Eduardo Reyes (Chula Vista ESD), 2018
Barbara Ryan (Santee SD), 2017
Debra Schade (Solana Beach ESD), 2018
Priscilla Schreiber (Grossmont Union HSD), 2017
Nicholas Segura (Sweetwater Union HSD) ◇, 2018
Charles Sellers (Poway USD) ◇, 2017
Arturo Solis (Sweetwater Union HSD) ◇, 2017
Sharon Whitehurst-Payne (San Diego USD) ◇, 2017
Vacant, 2018

County: Mark C. Anderson (San Diego COE), 2017

2016 CSBA DELEGATE ASSEMBLY ROSTER

REGION 18 – 21 Delegates (16 elected/5 appointed) ♦
Director: Jerry Bowman (Menifee Union ESD)

Subregion 18-A (Riverside)

Bruce N. Dennis (Riverside COE), 2017
Kenneth Dickson (Murrieta Valley USD), 2017 ~
Tom Elliott (Perris ESD), 2018
Tom Hunt (Riverside USD) ♦, 2017
Ben Johnson, II (Alvord USD), 2018
Cleveland Johnson (Moreno Valley USD) ♦, 2017
Wendy Jonathan (Desert Sands USD), 2018
Marla Kirkland (Val Verde USD), 2018
Susan Lara (Beaumont USD), 2018
Patricia Lock-Dawson (Riverside USD) ♦, 2018
Memo Mendez (Jurupa USD), 2017
Bill Newberry (Corona-Norco USD) ♦, 2017
John I. Norman (San Jacinto USD), 2017
David Allen Pulsipher (Temecula Valley USD), 2017
Cathy L. Sciortino (Corona-Norco USD) ♦, 2018
Susan Scott (Lake Elsinore USD), 2018
Sandra Tusan (Romoland ESD), 2017

Subregion 18-B (Imperial)

Ralph Fernandez (Brawley Union HSD), 2017
Diahna Garcia-Ruiz (Heber ESD), 2017
Gloria Santillan (Brawley ESD), 2018
County: Susan Manger (Imperial COE), 2018

REGION 20 – 12 Delegates (11 elected/1 appointed) ♦
Director: Albert Gonzalez (Santa Clara USD)

County: Santa Clara

Robert Benevento (Morgan Hill USD), 2018
Frank Biehl (East Side Union HSD), 2018
Cynthia Chang (Los Gatos-Saratoga Jt. Union HSD), 2018
Danielle Cohen (Campbell Union SD), 2017
Pamela Foley (San Jose USD) ♦, 2017
Anjali Kausar (Cupertino Union SD), 2017
Bonnie Mace (Evergreen ESD), 2017
Joe Mitchner (Mountain View-Los Altos Un. HSD), 2018
Reid Myers (Sunnyvale SD), 2017
Andres Quintero (Alum Rock Union ESD), 2017
George Sanchez (Franklin-McKinley ESD), 2017
County: Rosemary Kamei (Santa Clara COE), 2018

REGION 21 – 7 Delegates (7 appointed) ♦
Director: George McKenna (Los Angeles USD)

County: Los Angeles

Monica Garcia (Los Angeles USD) ♦, 2017
Monica Ratliff (Los Angeles USD) ♦, 2017
Ref Rodriguez (Los Angeles USD) ♦, 2020
Scott Schmerelson (Los Angeles USD) ♦, 2020
Richard Vladovic (Los Angeles USD) ♦, 2020
Steven Zimmer (Los Angeles USD) ♦, 2017
County: Douglas Boyd (Los Angeles COE) ♦, 2018

REGION 22 – 6 Delegates (6 elected)
Director: Victor Torres (Castaic Union SD)

Los Angeles County: North Los Angeles

John K. Curiel (Westside Union ESD), 2017
Steven DeMarzio (Westside Union ESD), 2018
R. Michael Dutton (Keppel Union ESD), 2017
Keith Giles (Lancaster ESD), 2018
Nancy Smith (Palmdale ESD), 2018
Steven M. Sturgeon (William S. Hart Union HSD), 2017

REGION 23 – 16 Delegates (13 elected/3 Appointed) ♦
Director: Xilonin Cruz-Gonzalez (Azusa USD)

Los Angeles County: San Gabriel Valley & East Los Angeles

Subregion 23-A

Adele Andrade-Stadler (Alhambra USD), 2017
Kenneth Bell (Duarte USD), 2017
Bob Bruesch (Garvey ESD), 2018
Gregory Krikorian (Glendale USD), 2018
Gary Scott (San Gabriel USD), 2018

Subregion 23-B

Benjamin Cardenas (Montebello USD) ♦, 2017
Anthony Duarte (Hacienda La Puente USD), 2018
Helen Hall (Walnut Valley USD), 2017
Gino (J.D.) Kwok (Hacienda La Puente USD) ♦, 2018
Vacant, 2017

Subregion 23-C

Steven Llanusa (Claremont USD), 2018
Christina Lucero (Baldwin Park USD), 2017
Eileen Miranda Jimenez (West Covina USD), 2017
Roberta Perlman (Pomona USD) ♦, 2017
Camie Poulos (West Covina USD), 2018
Paul Solano (Bassett USD), 2018

REGION 24 – 16 Delegates (14 elected/2 Appointed) ♦
Director: Donald E. LaPlante (Downey USD)

Los Angeles County: Southwest Crescent

Darryl Adams (Norwalk-La Mirada USD), 2017
Micah Ali (Compton USD), 2017
Leighton Anderson (Whittier Union HSD), 2018
Jan Baird (South Whittier ESD), 2017
Paul Gardiner (East Whittier City ESD), 2018
Margie Garrett (Compton USD), 2018
Vivian Hansen (Paramount USD), 2017
Megan Kerr (Long Beach USD) ♦, 2017
Eugene Krank (Hawthorne SD), 2018
Jose Lara (El Rancho USD), 2017
Sylvia V. Macias (South Whittier ESD), 2018
John McGinnis (Long Beach USD) ♦, 2018
Karen Morrison (Norwalk-La Mirada USD), 2018
Ann M. Phillips (Lawndale ESD), 2018
Margarita Rios (Norwalk-La Mirada USD), 2018
Ana Valencia (Norwalk-La Mirada USD), 2017