REGULAR GOVERNING BOARD MEETING AGENDA

Wednesday, December 13, 2017
5:00 PM
Gravenstein School, Rm. 13

I. CALL TO ORDER

Jim Horn, President Desiree Beck, Clerk Gregory Appling Jennifer Koelemeijer Steven Schwartz

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. ANNUAL REORGANIZATION MEETING

- A. The Board will elect trustees to fill the following positions:
 - Board President
 - Board Clerk
 - Voting Representative on the Sonoma County Committee on School District Organization (see information below)
 - Alternate Representative, Sonoma County Committee on School District Organization

Each school board in Sonoma County appoints one representative, who, in turn, serves on a countywide committee whose sole purpose is the appointment of persons to fill vacancies on the Sonoma County Committee on School District organization. The purpose of the Sonoma County Committee on School District Organization is to develop master plans (geographic) for school district organizations in the county and approve or disapprove any proposed changes in the master plan or changes in land area between any two districts.

B. The Board will also determine the date of monthly Board Meetings through December 2018. Currently, meetings are held the 2nd Wednesday of every month.

IV. <u>CONSENT AGENDA</u>

ACTION ITEM

- A. Approve agenda order
- B. Minutes of regular Board mtg. Nov 8 & Special mtg. Nov 30, 2017
- C. Warrants/Payroll

- D. Ratify MOU with Redwood Credit Union to receive \$500 in Visa gift cards to distribute to each GUSD student who lost their home in the recent fires.
- E. Donations

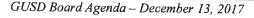
V.

1. Acknowledge and accept a donation of \$309.90 to the District. Thank you to the Rotary of Sebastopol for awarding a grant to Aimee Otterson, 2nd grade teacher, for the purchase of online reading programs.

	Action taken/co	omments:			
	Motion	Second	Vote _		
B. C. D. E. F.	Gravenstein Unic School Site Cour GSF/MPF Trustee Reports Hillcrest Principa Gravenstein Principa Gravenstein Principa Superintendent R 1. 2017-18 Enrol 2. Transportation 3. Update on mod 4. Phase II update	al Report cipal Report eport lment report n JPA Update dernization funding w	ith Jack Schred		
VI.	BUSINESS & FA	ACILITIES			
A.	Phase III and I 1. Architect Do Gravenstein I School.	ug Hilberman will pro	ovide an update d the Phase IV	e on the Phase III project project at Hillcrest Mido	at lle
В.	I. The Board w	with Counterpoint of the same of the with Counterpoint of the Board.	o oversee the contract based	Lease-Lease Back proces on a Counterpoint property	ess)sal
	Action taken/com	nments:		ii ii	
	Motion	Second	Vote		

C. Review Phase III Lease-Leaseback Process and Approve Lease-Lease Back

Justin Walling of Counterpoint will answer questions about the following:



Timeline

Contractor Selection Criteria

- Criteria and scoring
- Informational packet provided by Counterpoint

The Board will be asked to authorize the creation of a site committee that can review the applicants; rank them against the selection criteria; and present a contractor to the Board for final selection.

	Action taken/commen	ts:	
	Motion	Second	Vote
D.	of October 31, 2017 (positive certification,	ve information regarding the first interim period	ng the financial status of the District as l). The Board will be asked give a rict is able to meet its financial
Ac	tion taken/comments:		
Mo	otion	Second	Vote
E.	The Board will be ask program to allow a tea	ted to approve a contraction acher candidate to complearn along side one of District.	I Re: Student Teacher act with Cal State's teacher induction aplete a student teacher placement in a af our exceptional master teachers.
	Motion	Second	Vote
F.		ed to approve resolution f development fees (Fints:	g of Development Fees on #171213-1 establishing the und 25). Vote
			Voic

VII. GENERAL

A. Review and Approve 17-18 District & Superintendent Goals

The Board will review the 2017-18 updated goals that the Board developed at the Nov 30 Special Board meeting with consultant Dr. Paul Porter. The Board may make some final edits and approve the proposed District mission and goals.

	Action take	n/comme	ents:				
	Motion		Second		Vote		
В.	Kindergart 1. Pa 2. Pr 3. Th	ten Disco rent surve esent feat ne Board	eholder Commovery! Pilot Pro ey results tures of Kinderg will be asked to the 2018-19 sc	gram arten I approv	for 2018-19 Discovery! Pilove the Kinderga	t	
	Action take	n/comme	nts:				
	Motion		Second		Vote		
C.		will be asl proceed v	ked to approve a vith a Lease-Lea			ations AR 3311	2, as
	Motion		Second	U	Vote	_	
D.	The Board i Wednesday	s asked to of the mo or winter	egular January o approve moving onth in January break, and more	ng the 1 2018 b	regular Board n ecause school v	neeting to the t will be closed t	he first week
					Vote		
	Wouldin		Second		voie		
VIII. F	UBLIC CO	MMENT	ON ITEMS II	N CLC	SED SESSIO	N	
ıx. C	CLOSED SE	SSION					
A.	pursuant to 1) Public En	Section nployee –				n closed sessio	n

2) Conference with Labor Negotiator

District Negotiator:

Jennifer Schwinn, Superintendent

Represented Employees:

Gravenstein Union Teachers Assoc.

3) Superintendent Evaluation

X. OPEN SESSION

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

XI. FUTURE BOARD MEETINGS:

I. Next Regular Board Meeting: Jan 17, 2018 (proposed)— 5:00 PM

XII. ADJOURNMENT

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.





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

November 1, 2017

To:

District Superintendents and Administrative Assistants

From:

Steven Herrington, Ph.D., County Superintendent of Schools

Re:

Annual Organizational Meeting - Board of Education

Education Code 35143 requires each school district to hold an annual organizational meeting. Except in school districts governed by a city charter, each year the organizational meeting must be held on a day within the 15-day period commencing on the first Friday in December. Unless otherwise provided by rule of the governing board, the day and time of the meeting shall be selected by the governing board at its regular meeting held immediately prior to the first day of the 15-day period. The clerk of the board shall notify in writing all board members and board members-elect of the date and time selected for the organizational meeting.

For school districts governed by a city charter the organizational meeting may be held between December 15 and January 14, if so provided by board rules.

This year the organizational meeting should be held between December 1 and December 16, 2017.*

*Note: These dates will change from year-to-year.

After the organizational meeting, please complete and return the attached form to kjohnson@scoe.org with "CERTIFICATE OF ELECTION" in the subject line.

- 1) Certificate of Election of District Clerk and Board President Include names of the board president and clerk and date(s) of regular board meeting(s).
- 2) Representative to Fill Vacancies Indicate the name of your district's voting representative to fill vacancies on the Sonoma County Committee on School District Organization. Include the name of an alternate representative, if applicable.

Attachment: Certificate of Election form



Certificate of Election of District Clerk and Board President 2017-18

WE HEREBY CERTIFY that at a mo	eeting of the Governing Board of the	District of Sonoma County, California
at a meeting held on		
the following officers were elected:		
(President)		
(address, including email address)		
(Clerk)		
(address, including email address)		
Regular board meetings held	(Please indicate day of week and freque	ncy)
Signature of Clerk or Secretary of th	e Governing Board	
	ools at once. If a clerk is not elected on this da	stees failing to elect a clerk at the organizational meeting should ate, the County Superintendent of Schools shall appoint a clerk.
Voting Representative f	or Vacancies on the Sonoma Organization	County Committee on School District
	11 members who are elected by a "voting place by absentee ballot. Voting represe	g representative" from each district. In Sonoma County, entatives do not have additional duties.
THIS CERTIFIES THAT:		
(Name)		
(address, including email address)		
	of the above school District for the meetin on School District Organization. (Educatio	ng of school board representatives to fill vacancies on Code 35023 {72403})
Selected Alternate Representative:		
(Name)		
Signature of Clerk or Secretary of the	e Governing Board	



s.

X 1 0

G



GRAVENSTEIN UNION SCHOOL DISTRICT REGULAR BOARD MEETING

MINUTES

November 8, 2017

I. **CALL TO ORDER**

Pres. Horn called the meeting to order at 5:08 PM, Clerk Beck and Members Appling, Schwartz, Koelemeijer present.

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

No public comment.

III. **APPROVAL OF CONSENT AGENDA**

A. Approval of Agenda Order

B. Minutes of regular Board meeting Oct 18.

C. Warrants/Payroll

D. Sunshine CBO Contract

E. Donations

1. Acknowledge and accept teacher mini-grants totaling \$547 from the John Jordan Foundation, awarded to Beth Trivunovic and Kelly Sporrer.

F Communication

> 1. Letter from CSBA, expressing sympathy to the District for the recent fires.

Pres. Horn pointed out an error in the minutes because the CBO contract was not approved in open session.

Pres. Horn moved to bring the "Consider Facility Use Permit Request from Girls on the Run" to the first order of Business.

Mem. Appling moved to approve with the Consent Agenda with the changes to the Agenda Order and minutes, Pres. Horn seconded 4-0 yes.

IV. REPORTS/CORRESPONDENCE A. GUTA Report

GUTA President Christina Urmini reported that the teachers are grateful to the GSF, the trimester is coming to an end, and GUTA officers are open to meet with Board members. Pres. Horn reminded the Board not to speak with GUTA members about negotiable items.

B. School Site Council

Supt. Schwinn reported that staff is working English Language Arts and Math goals to include in the Single Plan for Student Achievement.

C. GSF/MPF

GSF reported that their annual Holiday Pancake Breakfast will be on Saturday, December 9.

The Book Fair brought in over \$11,000, 60% of

which will benefit the library and classroom literacy.

The MPF Treasurer Tim Allen shared that the projected revenue for 17-18 is \$397,000 with a total operating expense of \$325,000, with a net revenue of \$72,000.

D. Trustee Reports

The Conflict of Interest Policy required updates last year. This policy must be shared with Trustees annually.

Mem. Schwartz attended the Halloween Carnival. He heard positive reports about the counselor at Hillcrest. The Board should review Brown Act implications about committees and sub-committees.

Mem. Appling has been attending the Dual Program Committee meetings. As a parent he has driven on some field trips. He has also been volunteering with the Fire Relief groups.

Mem. Koelemeijer shared that she attended the Halloween Carnival, and Dual Program Committee meetings.

E. Hillcrest Principal Report

Hillcrest Principal David Fichera reported on a new Chromebook monitoring app called Go Guardian, the Monthly Character Assembly for October, and the end of Trimester 1.

F. Gravenstein Principal Report

Gravenstein Principal Keri Pugno will present in the Dual Program Committee item.

- G. Superintendent Report
 - 1. 2017-18 Enrollment report
 - 2. Transportation JPA Update
 - 3. Update on modernization funding with Jack Schreder & Associates
 - 4. Phase II & Phase III update
 - i. Architect Doug Hilberman will be present to provide an update
 - ii. Environmental Filing Fee

The report was presented.

There is no update.

Jack Schreder recently asked the District to provide updated CBEDS data

Phase II notice of completion has been filed at this point. There are some final items being addressed.

November 28 is the intake date at DSA for the

iii. Update from Counterpoint on Lease-Lease Back process

Phase III drawings.

The Hillcrest project design committee will need to be assembled soon.

AXIA would love to participate in the interview process for contractors in the Lease-Lease Back process. It is anticipated that the contractor will be selected in January.

5. Shade structure update

i. Installation expected in Nov 2017

The first portion of Phase III is the Lunch Shade Structure at Gravenstein. This will be installed when the weather permits.

6. Dual Program Stakeholder Committee Report

- i. Parent survey is released, currently live
- ii. Survey sent out via Constant Contact, One Call, Facebook, and available on computers at each campus

Gravenstein Principal Keri Pugno shared a draft of a Kindergarten Discovery! program for the 2018-19 school year. This would be one program for all students with additional activities beyond the core curriculum, and field trips. This pilot is being examined and discussed.

Pres. Horn suggests that parent donations for the program should possibly be paid to an account held by GSF or MPF to enable them to be tax deductible

At this time, TK is not being considered to be included in the pilot.

A parent wanted to know what will happen in first grade for those families who participate in this program.

The parent/guardian survey revealed that there is a majority interest in one kindergarten program for all and an ability to donate financially to additional curriculum and field trips.

V. <u>BUSINESS</u>

A. Consider Facility User Permit Request from Girls on the Run

Mem. Appling moved to approve, Mem. Koelemeijer seconded, **5-0 yes.**

B. Approval of District J13A - Due to School Closures

CBO Holden reported that this will allow the District to maintain regularly anticipated funding without adding school days on to the end of the school year. Pres. Horn moved to approve the

District J13A, Clrk. Beck seconded, 5-0 yes.

C. Approval of Gravenstein Elementary School J13A - Due to School Closures

Pres. Horn moved to approve Gravenstein Elementary J13A, Koelemeijer seconded, **5-0** yes.

D. Approval of Hillcrest Middle School J13A - Due to School Closures

Pres. Horn moved to approve the Hillcrest J13A, Clrk. Beck seconded, **5-0 yes.**

E. Consider Delegate Nominations for CSBA

No nominations

F. Approve Resolution #171109-1 Accounting of Development Fees

Pres. Horn moved to table this to the December regular meeting, Clrk. Beck seconded, **5-0 yes.**

G. Approve the GASB45 Report

CBO Holden shared the report that includes projections for cost assumptions for the District for Other Post-Employment Benefits for staff. Our District is required to have the Actuarial Review performed periodically. Pres. Horn moved to approve, Mem. Koelemeijer seconded, **5-0 yes**.

H. Discussion and Possible Action on the Community Use of District Facilities

A proposed fee schedule was distributed that was prepared by Mem. Koelemeijer.

Mem. Schwartz distributed another proposal that included a flat fee option that would result in lower rates for some local non-profit groups that benefit students.

Pres. Horn moved to accept the fee schedule that Mem. Koelemeijer distributed, Clrk. Beck seconded, Mem. Koelemeijer suggested that the \$15/hr. be lowered to \$10/hr. (except for Performing Arts Theater), deny access to buildings over the weekend, change the "additional hour" from \$15 to \$10 The motion and second were updated to reflect these suggestions, 4-1 yes (Mem. Schwartz opposed).

VI. General

A. Review and Approve 16-17
Accomplishments & 17-18 District &
Superintendent Goals

Appling moved to approve the accomplishments with edits, Horn seconded, **5-0 yes**.

B. Approve Update to BP 5141.33--Lice

Pres. Horn recommends changing the language to reflect "nits and/or active adult head lice" throughout the policy.

Pres. Horn moved to update with the edits described and rescind the current policy, Clrk. Beck seconded, **5-0 yes**.

VII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

No public comments

VIII. ADJOURN TO CLOSED SESSION at 8:01 PM

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

A. Public Employee:

- I. Approve hiring of full-time School Counselor
- **B.** Conference with Labor Negotiator

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

- C. Public Employee Discipline/Dismissal/Release
- D. Superintendent Evaluation

- IX. RECONVENE TO OPEN SESSION at 8:16 PM No reportable action
- X. Future Board Meetings:
 A. Next Regular Board Meeting: Dec 13, 2017—5:00 PM
- XI. ADJOURNMENT at 8:16 PM

SPECIAL GOVERNING BOARD MEETING MINUTES

Thursday, Nov 30, 2017 5:30 – 7:30PM

The Board meeting was a workshop Held at a Trustee's residence: 6105 Fredericks Rd Sebastopol 95472

I. CALL TO ORDER at 5:30PM

Jim Horn, President Desiree Beck, Clerk Gregory Appling Jennifer Koelemeijer Steven Schwartz

All Trustees, Superintendent Schwinn, and Dr. Paul Porter were present.

II. GENERAL

III.

I.

A. District Mission, Vision, and Goal Setting w/ Dr. Porter

The Board Members and Superintendent Schwinn met to work with facilitator, Dr. Paul Porter, to review and edit the District mission, vision, and goals for 2017-18. The Trustees successfully drafted an updated District mission and goals to be approved in open session at the December 13, 2017 Board meeting on the Gravenstein Elementary campus.

	Action taken/commer	IIS:	
	Motion	Second	Vote
FUTU	JRE BOARD MEETI	NGS:	

IV. ADJOURNMENT at 7:50PM

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.

Next Regular Board Meeting:

December 13, 2017—5 p.m.

Board Report

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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. (Limited to Checks issued from the COUNTY bank account.)

ESCAPE ONLINE

Board Report

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020 - Gravenstein Union School District

Generated for Wanda Holden (WLHOLDEN), Dec 8 2017 2:44PM

Board Report

3,402.44		01-5830 Document Management Services 2017 18	11/08/2017 SyTech Solutions	1601275
VV C8V 3	27.96	Electric and Gas for 2017-18 Gravenstein		
	2,819.44	04-5520 Electric and Gas for 2017-18 @ Hillcrest		
	2,424.39	03-5520 Electric and Gas for 2017-18 Gravenstein		
	210.65	01-5520 Electric and Gas for 2017-18 Gravenstein	11/08/2017 Pacific Gas & Electric	1601274
399.53	345.00	04-5202 Reibursement for STEAM symposium		
	54.53	01-4390 Reimbursement- masks	11/08/2017 David Fichera	1601273
80.00		13-4700 Milk Purchases 2017-18	11/08/2017 Clover-Stornetta Farms Inc.	1601272
379.00	352.47	03-5830 Water testing for Grav 2017/18		
	26.53	01-5830 Water testing for Grav 2017/18	11/08/2017 Analytical Sciences	1601271
1,801.80		01-9574 Employee's Vision Plan Coverage 17-18		1600432
45.00	15.30	04-5200 Public Contracting-Workshop 11/15/2017		
	27.45	03-5200 Public Contracting-Workshop 11/15/2017		
	2.25	01-5200 Public Contracting-Workshop 11/15/2017	11/03/2017 School and College Legal	1600431
434.80	389.54	12-4390 Daycare Supplies & Snacks for 2017/18		
	27.61	04-4390 Staff Dev.		
	15.39	03-4390 Staff Dev.		
	2.26	01-4390 Staff Dev.	11/03/2017 Safeway	1600430
40.00		04-5880 Referee-Girls Basketball	11/03/2017 Mario Pascal	1600429
635.42	6.24	04-4390 Wall Clocks and Paint		
	.47	04-4359 Instructional Supplies		
	4.98	Wall Clocks and Paint		
	31.31	04-4310 Instructional Supplies		
) \	34.81	03-4390 Wall Clocks and Paint		
\	302.80	03-4359 Instructional Supplies		
	313.34	03-4310 Toner for computer lab		
	2.62	01-4390 Wall Clocks and Paint		
	61.15-	01-4359 Instructional Supplies	11/03/2017 Office Depot	1600428
394.69	50.00	40-5830 CEQA filing		
	344.69	01-9213 October Payroll	11/03/2017 Gravenstein Revolving Fund	1600427
68.00		13-4700 Milk Purchases 2017-18	11/03/2017 Clover-Stornetta Farms Inc.	1600426
1,679.91	535.20	40-5600 Maint. and Supplies		
	172.46	04-4380 Maint. and Supplies		
	34.28	04-4362 Maint, and Supplies		
	169.95	04-4350 Maint. and Supplies		
	76.66	03-4390 Maint. and Supplies		
	453.33	03-4380 Maint. and Supplies	11/01/2017 Business Card	1599855
Check Amount	Expensed Amount	Fund-Object Comment	Check Pay to the Order of Date	Check Number
ber 13, 20	Board Meeting Date December 13, 2017	Board IV	Checks Dated 11/01/2017 tillough 11/30/2017	CHECKS DO

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. (Limited to Checks issued from the COUNTY bank account.) 020 - Gravenstein Union School District

Generated for Wanda Holden (WLHOLDEN), Dec 8 2017 2:44PM

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ONLINE Page 3 of 9

Board Report

THE REPORT AND PROPERTY.			preceding Checks be approved. (Limited to Checks issued from the COUNTY bank account.)	ceding Checks
ONLINE	ESCAPE	prization of the Board of Trustees. It is recommended that the	The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees.	preceding Ch
	42.50	03-4350 Bus. Office supplies		
	3.48	01-4350 Bus. Office supplies	Colp Colp	1
489.59	1.36	04-4359 Instructional Supplies	11/15/2017 Ocill Com	1602242
	205.43	Hillcrest Office Supplies-Fax Machine		
	65.43	04-4350 District office supplies		
	90.33	04-4310 Instructional Supplies		
	117.41	03-4350 District office supplies		
	9.63	01-4350 District office supplies	Chronica Debot	0027
194.65	181.01	03-4310 Basketballs for PE	11/15/2017 Office Description	1602241
	13.64	01-4310 Basketballs for PE	This zon Epic Sports Inc.	0011
15.00		04-5880 Volleyball game		1602240
544.00		04-4110 History Alive! subscription online 2017		1601286
975.00	750.00	04-5202 Living 21st Century Science	11/08/2017 Teachard Considering Teath.	1601285
	225.00	03-5202 Living 21st Century Science	1 //oo/z017 Sonoma County Office Of Ed.	1001204
130.30		03-4310 Balance Ball Chair-Reimbursement		1601283
885.40	54.90	Furnace V-belt for Hillcrest		604063
	282.37	04-4370 Furnace Filters for All Classrooms		
	506.61	03-4370 Furnace Filters for All Classrooms		
	41.52	01-4370 Furnace Filters for All Classrooms	11/08/2017 Grainger Inc.	1001202
94.50		13-4700 Milk Purchases 2017-18		1601281
1,890.00		04-4340 Border LAN		1601200
		Disposal-Hillcrest		1604500
604.83	216.72	04-5560 2017-18 West Sonoma County		
		Disposal-Gravenstein		
)^	360.94	03-5560 2017-18 West Sonoma County		
)		Disposal-Gravenstein		
	27.17	01-5560 2017-18 West Sonoma County	11/08/2017 West Sonoma County Disposal	6/71091
392.52	338.47	03-4390 Instructional Supplies		004070
	54.05	01-4350 Admin supplies	11/08/2017 U.S. Bank Corporate Payment	19012/8
		2017-18		
705.63	246.97	04-5631 Copier Lease at schools and DO for		
		2017-18		
	423.38	03-5631 Copier Lease at schools and DO for		
		2017-18		
	35.28	01-5631 Copier Lease at schools and DO for	11/06/2017 U.S. Bank Equipment Finance	1771001
21.90		04-4310 Español -Teachers Discovery		1601270
250.50	85.17	04-5830 Document Management Services 2017-18		4004070
	152.80	03-5830 Document Management Services 2017-18	11/08/2017 SyTech Solutions	16012/5
Check Amount	Expensed Amount	Fund-Object Comment		Check Number

020 - Gravenstein Union School District

Generated for Wanda Holden (WLHOLDEN), Dec 8 2017 2:44PM

Board Report

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	180.80	03-5200 Travel Expenses for CBO Symposium		
	14.83	01-5200 Travel Expenses for CBO Symposium	walla loidel	
1,379.00	559.00	04-5826 6th LA Curriculum-Wonders Adaptation	11/15/2017 Wanda Haldan	1602256
	820.00	03-5826 4th and 5th LA Curriculum-Wonders	1713/2017 Sofforma Motion Picture Company	
36.35		04-4370 Key/locks for Hillcrest		
		12/8/2017	11/15/2017 Sehastopol Lock Shop	1602254
487.50		03-5826 K All field trip Scibbles and Giggles	מווע טוטעוכט מווע טוטעופט	
4,914.00	1,670.76	04-4310 IXL Learning for 2017-18 year 2 of 3	11/15/2017 Scribbles and Giarles	1602253
	2,997.54	03-4310 IXL Learning for 2017-18 year 2 of 3		
	245.70		in orzer ive realising	
38.49	13.09		11/15/2017 IXI Learning	1602252
	23.48	03-4310 CELDT 2016-17 Excess Materials Charge		
	i	c	Accounting Dept.	
1000	1 92	01-4310 CELDT 2016-17 Excess Materials Charge	11/15/2017 Educational Data Systems, Inc.	1602251
26.611.75	8.750.00	40-9515 DSA Filling Fee for Modernization Phase 3		
	17.861.75	40-6240 DSA Filling Fee for Modernization Phase 3	11/15/2017 DGS Div/State Architect	1602250
364.92	124.07	04-4370 Parts for John Deere equip.		
	222.60	03-4370 Parts for John Deere equip.		
	18.25	01-4370 Parts for John Deere equip.	11/15/2017 John Deere Financial	1002249
998.63		21-6210 Gravenstein Modernization, Job #940		1602246
413.00	60.14	Hillcrest AT&T CALNET 3 Charges 2017-18		
-		2017-18		
2	109.17	04-5911 Gravenstein AT&T CALNET 3 Charges		
_		2017-18		
3	225 41	03-5911 Gravenstein AT&T CALNET 3 Charges		
	10.28	2017 18		
	200	01-5911 Gravenstein ATST CALNET 3 Character	11/15/2017 AT&T Calnet 3	1602247
45.00	18.46	04-5800 Alarms-Hillcrest and Gravenstein17-18		
		School year		
	26.54	03-5800 Alarms-Hillcrest and Gravenstein17-18	11/15/2017 AIF-Guard Alarm Systems, Inc	1002250
77.42		03-4310 2 parts of elbow joint "Phone"		31,550
7,179.30		04-5830 Gas line excavation and repair at Hillcrest		1602244
1,530.00	533.08	04-5830 Ricciardi Art Program-Grav/HC 2017-18		60000
	927.14	03-5830 Ricciardi Art Program-Grav/HC 2017-18		
	69.78	01-5830 Ricciardi Art Program-Grav/HC 2017-18	11/15/2017 Nancy Ricciardi	1002243
69.67	23.69	04-4350 Bus. Office supplies		1602242
Check Amount	Expensed Amount	Fund-Object Comment		Number
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Generated for Wanda Holden (WLHOLDEN), Dec 8 2017 2:44PM

Board Report

200.00 22.50 40.00 E ONLINE	ESCAPE	of the Board of Trustees. It is recommended that the	The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. preceding Checks be approved. (Limited to Checks issued from the COUNTY bank account.)	The preceding Checks have been preceding Checks be approved.	The preceding preceding Ch
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1,427.21 200.00 22.50		0+-3000 FOODBII Releitee			
1,427.21 200.00 22 50		04-5880 Football Datoro	17 Bob Herd	11/22/2017	1604697
200.00		13-4700 Milk Purchases 2017-18	17 Clover-Stornetta Farms Inc.	11/22/2017	1604696
1,427.21		2) 03-4310 Sonoma Mission/General Vallejo Home	17 Calif Dept of Parks and Rec	11/22/2017	1604695
10701		40-6215 Gravenstein Modernization, Phase III (Part	17 AXIA	11/22/2017	1604694
		Networking			
9.250.00	3,570.00	Hillcrest Site Labor to Configure			
	5,680.00	40-3040 Gravenstein Site Labor to Configure	any commonely consuming ECO		
2,026.63	1	AD E840 Comment in the Bernary Mas		11/22/2017	1604693
3,036.53		01-4390 Classroom Emergency Kits		11/22/2017	1604692
A 505.00		13-4710 Lunch Program for 2017-18	17 Santa Rosa City Schools	11/22/2017	1604691
63.22	21.50	04-4350 Bus. Office supplies			
	38.56	03-4350 Bus. Office supplies			
	3.16	01-4350 Bus. Office supplies	17 Quill Corp	11/22/2017	1604690
816.00		04-4440 El MO Portable Document Camera		11/22/2017	1604689
88.21	18.60	04-4350 District office supplies			
-	42.95	03-4359 Instructional Supplies			
)(33.37	03-4350 District office supplies			
+	9.45-	01-4359 Instructional Supplies			
	2.74	01-4350 District office supplies	17 Office Depot	11/22/2017	1604688
13.55		12-5911 Daycare Phone Line for 2017-18		11/22/2017	1604687
47.56	16.17	04-4370 Facial Tissue for Hillcrest and Gravenstein			
	29.01	03-4370 Facial Tissue for HIllcrest and Gravenstein			
	2.38	01-4370 Facial Tissue for Hillcrest and Gravenstein	17 Fishman Supply Company	11/22/2017	1604686
960.00	480.00	04-5830 17-18 Special Ed Psych Services			
	441.60	03-5830 17-18 Special Ed Psych Services			
	38.40	01-5830 17-18 Special Ed Psych Services)17 J. Stanley Correia	11/22/2017	1604685
83.00		13-4700 Milk Purchases 2017-18		11/22/2017	1604684
		Dellosa			
340.00		01-5826 1st Gr. FT on 11/15/2017 - Clement and)17 Children's Museum of So. Co.	11/22/2017	1604683
1,257.50	628.75	04-5804 Special Ed Transportation 2017-2018			
	628.75	03-5804 Special Ed Transportation 2017-2018	017 West County Transportation	11/15/2017	1602258
506.96	253.48	04-5530 Hillcrest Water Service for 2017-18			
		2017-18			
	233.20	03-5530 Gravenstein Elem Water Service for			
		2017-18			
	20.28	01-5530 Gravenstein Elem Water Service for)17 Weeks Drilling & Pump Co. Inc.	11/15/2017	1602257
296.40	100.77	04-5200 Travel Expenses for CBO Symposium	017 Wanda Holden	11/15/2017	1602256
Check Amount	Expensed Amount	Fund-Object Comment	Pay to the Order of	Check Date	Check Number
mber 13, 201	Board Meeting Date December 13, 2017	Board M	Checks Dated 11/01/2017 through 11/30/2017	ated 11/01/2	CHECKS

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Generated for Wanda Holden (WLHOLDEN), Dec 8 2017 2:44PM

Board Report

Check Date Check Pay to the Order of Date 11/22/2017 Tallulan Kuula 11/22/2017 Lakeshore Learning Materials 11/22/2017 Office Depot 11/22/2017 Office Depot 11/29/2017 Sebastopol Ballet Nutoracker Vanessa Jasper 11/29/2017 Kayla Zinkovich 11/29/2017 California Academy of Sciences c/o Contact Center 11/29/2017 Charles M. Schulz Museum 11/29/2017 Charles M. Schulz Museum 11/29/2017 Clover-Stornetta Farms Inc. 11/29/2017 Dept Of Justice, Accdg Office 11/29/2017 Jim Diedrich 11/29/2017 Grainger Inc. 11/29/2017 Tallulan Kuula 11/29/2017 Schmett Park Gymnastics 11/29/2017 Sefeway		9.04	01-5812 Envelopes with and w/o Windows	11/29/2017 Sonoma County Office Of Ed.	1605438 11,
Check Pay to the Order of Date Fund-Object Comment 117222017 Tallulan Kunla 04-5880 Ref for Volleyball 11/15/2017 117222017 Tallulan Kunla 04-4880 Ref for Volleyball 11/15/2017 117222017 Office Depot 04-4310 Instructional Supplies 117222017 Office Depot 04-4320 Instructional Supplies 117222017 Schastopol Bailet Nutcracker Vanessa 03-586 Els Sebastopol Bailet 117222017 Kayla Zinkovich 04-5880 Volleybal agmont 11/9/2017 and 11/13/20 11728/2017 Kall Sebastopol Bailet 04-5880 Volleybal agmont 11/9/2017 and 11/13/20 11728/2017 Analytical Sciences 05-5820 Water testing for Grav 2017/18 11728/2017 Analytical Sciences 05-5820 Water testing for Grav 2017/18 11728/2017 California Academy of Sciences do 07-5820 Water testing for Grav 2017/18 11728/2017 California S Valued Trust 04-5820 Water testing for Grav 2017/18 11728/2017 California S Valued Trust 04-5820 Water testing for Grav 2017/18 11728/2017 California S Valued Trust 04-5820 Charles Schulz Museum 11728/2017 Charles Schulz Museum <td< td=""><td>156.56</td><td></td><td>12-4390 Daycare Supplies & Snacks for 2017/18</td><td></td><td>1605437 11,</td></td<>	156.56		12-4390 Daycare Supplies & Snacks for 2017/18		1605437 11,
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Check	362.50		40-5830 October 2017- Activities School Facilities	-	1605433 11,
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	per 13, 201	eting Date Decemb	Board Mee	11/01/2017 through 11/30/2017	hecks Dated 1

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. (Limited to Checks issued from the COUNTY bank account.) 020 - Gravenstein Union School District

Generated for Wanda Holden (WLHOLDEN), Dec 8 2017 2:44PM

ESCAPE

ONLINE Page 7 of 9

Board Report

100,210.01				
195.245.32	111	Total Number of Checks		
952.37	323.81	04-5200 Travel Expenses for CBO Symposium		
	580.95	03-5200 Travel Expenses for CBO Symposium		
	47.61	01-5200 Travel Expenses for CBO Symposium		
1,906.00	520.00	04-5826 6th LA Curriculum-Wonders Adaptation	11/29/2017 Wanda Holden	1605447
	1,386.00	03-5826 4th and 5th LA Curriculum-Wonders		
294.00		03-5826 1E! Rohnert Park Gymnastics	11/29/2017 Sonoma Motion Picture Company	1605446
1,186.86		01-5633 Copier Contract Charges 2017-18		1605445
6,534.00	3,920.40	04-5830 MOU for Short-Term Counseling Services	11/29/2017 Ray Morgan Company	1605444
	2,457.05	03-5830 MOU for Short-Term Counseling Services		
	156.55	01-5830 MOU for Short-Term Counseling Services		
388.30	121.82	04-4380 Maint. Supplies	11/29/2017 Child Paranting Institute	1605443
- 1	48.27	Maint. Supplies		
)(155.02	03-4380 Maint Suoolies		
, O	39.95	03-4341 Maint Supplies		
	8.14	01-5869 Finance Charge		
	3.43	Maint. Supplies		
	11.67	Improvements 01-4380 Maint Supplies	11/29/2017 Business Card	1605442
5,727.11		40-6210 Modernization - Hillcrest Middle	HZSIZOTI AXIA	000
710.00		03-5826 All 5th Gr FT on 3/22/2018		1605441
240.00		03-5826 All 5th Grade FT 1/25/2018	•	1605440
180.56	61.43	04-5812 Envelopes with and w/o Windows		1605439
	110.09	03-5812 Envelopes with and w/o Windows	11/29/2017 Sonoma County Office Of Ed.	1003430
Check Amount	Expensed Amount	Fund-Object Comment		Number
1001 10, 20	9 - 20 - 20 - 20 - 20 1 20 1			Chock

4	5 -	21 -5	3 7	1 C	2 8	3 -	Fund
Special Reserve-capital Proj	Building	Caletena Fund	Critical Comment Fund	Children Middle Charter	Gravenstein Elementary Charte	General Fund	Description
œ	_	9	4	65	67	50	Check Count
68,855.65	998.63	11,193.00	560.82	31,560.42	30,908.80	51,168.00	Expensed Amour

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. (Limited to Checks issued from the COUNTY bank account.)

ESCAPE ONLINE Page 8 of 9

Board Report

			Number	Checks Da
			Date	Check Check Check Pay to the
			ay to the Clue of	rough 11/30/2017
Net (Check Amount)	Less Unpaid Tax Liability	Total Number of Checks		
		111	Fund-Object	
195,245.32	.00	195,245.32	Comment	Boa
			Amount	rd Meeting Date December 13, 20
			Amount	nber 13, 2017

Includes checks for only Bank Account COUNTY

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. (Limited to Checks issued from the COUNTY bank account.)

ESCAPE ONLINE

Page 9 of 9

Gravenstein Union School District November Payroll Report

December 13, 2017 Regular Board Meeting

Certificated Salary & Benefits

Regular: \$

459,065.58

Supplemental: \$

24,156.09

Classified Salary & Benefits

Regular: \$

86,712.17

Supplemental: \$

4,225.54

Total Salary & Benefits

\$ 574,159.38



Redwood Credit Union Community Fund, Inc.

Memorandum of Understanding (MOU)

Sonoma County School Representative (Sonoma Valley) agrees to the following (by signature of receipt of the gift cards and letters distributed by Meg Cadiz of Redwood Credit Union on 11/21/17):

Sonoma County School Representative agrees to the following:

- 1. RCUCF Visa gift cards with accompanying letter will be distributed by the school district to the students who lost their homes in the North Bay Fires.
- 2. Gift cards will be held in a secured location at the school district.
- 3. School Representative will send an email confirmation to RCUCF when all the gift cards have been distributed to mcadiz@redwoodcu.org.
- 4. School Representative agrees to provide the above services without administrative fees. No fees shall be charged.

RCUCF, Inc. agrees to the following:

- 1. We will provide Visa gift cards (2 @ \$250 per child) for the number of children who lost homes provided by Senator McGuire's Office.
- 2. RCUCF, Inc. reserves the right to collect any unused or underused funding and rescind this grant at any time.
- 3. Modification of this agreement require written consent from both parties.

RCUCF, Inc	
Signed:	Date:
Printed Name: Meg Cadiz, Secretary	2 /

Rotary

Jack Blasco, President 2017-18

Club of Sebastopol

November 5, 2017

Jennifer Schwinn, Superintendent / Principal Gravenstein Elementary School 3840 Twig Ave. Sebastopol, CA 95472

Dear Jennifer,

The Rotary Club of Sebastopol is pleased to announce that we have awarded over \$11,000 in Fall 2017 Teacher Grants to teachers from 19 schools across West Sonoma County, including teachers at your school who have been awarded a total of **\$309.90**.

Enclosed is a check. Please disburse the amounts to each teacher for the projects listed below. The list also shows teachers from your school whose applications were considered but not awarded. On behalf of the Rotary Club of Sebastopol, please thank these teachers for applying and encourage them to apply again in future.

Approved:

Aimee Otterson

Raz-Kids and Headsprout online reading programs

\$309.90

Not Approved:

No other applications received from Gravenstein

The Rotary Club of Sebastopol plans to conduct another round of Teacher Grants this coming spring. You will be notified when the application window is open. Please encourage your teachers to apply then.

Congratulations!

Keller McDonald

Mark Sell Rotary Teacher Grant Project Chair

Rotary Club of Sebastopol

Aello, Jennifer!

ROTARY CLUB OF SEBASTOPOL FOUNDATION PO BOX 213 SEBASTOPOL, CA 95473

EXCHANGE BANK SEBASTOPOL OFFICE

2431

90-198/1211 OCHECK ANNOR

11/05/17

PAY TO THE ORDER OF_ Gravenstein Elementary School

**309.90

Gravenstein Elementary School

DOLLARS (

МЕМО

TMG

AUTHORIZED SIGNATURE

10024311

ROTARY CLUB OF SEBASTOPOL FOUNDATION

Gravenstein Elementary School Teacher Mini Grant Reserve

TMG

11/05/17

309.90

2431

Exchange Bank

TMG

309.90

V	GI
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December	2017											Totals
Teachers		TK	K	1	2	3	4	5	6	7	8	
Tomsky	TK	16										16
Redfern	ENRICH!	5	14									19
Crandall	ENRICH!		16	1								16
Trivunovic			13									13
Briggs			17									17
Candau	ENRICH!			21								21
Lannon	ENRICH!			20								20
Dellosa				19								19
Clement				19								19
Debolt	ENRICH!				21							21
Basque	ENRICH!				21							21
Otterson					20							20
Sprinkle					18							18
Mattish	ENRICH!					21						21
Nordstrom	ENRICH!					21						21
Barrera						21						21
Haas						22						22
Brown	ENRICH!						26					26
Sully	ENRICH!						24					24
Martinez							18	1				18
Davis							20					20
Urmini	ENRICH!							25				25
Hansen	ENRICH!							26				26
Grimm								24				24
Helton								2,1	18			18
Kinman	× 11								15			15
Dexter	ENRICH!								26			26
Rich	ENRICH!								26			26
Collins	ENRICH!								- 20	24		24
Clements	ENRICH!									23		23
McDowell										21		21
Sotiras										20		20
Cole											15	15
Johnson	ENRICH!										14	14
Sporrer	ENRICH!										22	22
McDonald											13	13
Jex-Lewis											12	12
Gravenstein (Campus	21	60	79	80	85	88	75			14	
Hillcrest Cam			- 00	19	- 00	00	00	15	0.5	00	76	488
December	2017	21	60	79	80	85	88	75	85 85	88 88	76 76	249 737
Becomber	2017	41	00	13	80	65	00	75	00	00		/3/
December	2016	13	75	79	80	80	78	75	78	87	80	705
December	2015	6	94	76	83	68	78					725
December	2013	0	90	78	66			76	89	83	85	738
December	2014		98	65		69	68	74	72	83	111	711
December	2013				70	66	70	62	73	101	107	712
December December	2012		73	68	69	61	68	67	85	111	101	703
December			78	69	59	67	62	84	88	92	79	678
Decelline	2010		66	55	58	52	82	72	83	78	92	638

Phase IV

HILLCREST MIDDLE SCHOOL MODIFICATIONS

SWITCHGEAR SUMMARY

12.01.17

Cost

Basic Cost of New 600 Amp Switchgear - \$30,000 - \$40,000 Two potential options for switchgear installation:

- 1. 100% New Switch Gear, remove old switch gear
- 2. New switch gear tied into existing infrastructure

Costs for Options (based on information from O'Mahony & Myer, if more detailed breakdown is needed, we will need to go to an estimator):

1. New switchgear, new enclosure, removal of existing infrastructure - \$175,000

2. New switchgear and tie in into existing switchgear and infrastructure - \$210,000- \$175,000

Basic Issues with Switchgear Replacements

PG&E Greenbook standards require a larger space than what is available at the current location. PG&E would require a new transformer pad, an alternate location, and the appropriate clearance around this equipment.

Challenges of Different Installation Options

- Electrial can be down Zweeks

OPTION 1: Full Removal & Replacement

- Uprooting an older 600 amp Zinsco board and feeders could be a recipe for change orders, while the electrical engineer can perform a full evaluation and inspection there is no way of knowing all the information until the work begins
 - Not knowing the exact condition of underground equipment, the condition of feeders for interception and extension, once uncovered could modify the cost of the work
- Older cables become brittle over time and can break and shear

OPTION 2: Back-Feed Option

pour down just a few days

- New gear placed at separate location and can conform to PG&E Greenbook requirements, with stubs for future connections
- Existing building feeders can slowly be turned over to new gear as different modernization funding allows
- Only issue is condition of the existing gear and rusting panels, which could be replaced.



TITAN-Tee Cantilever

A New Generation of Carport Solutions

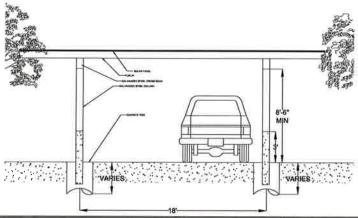








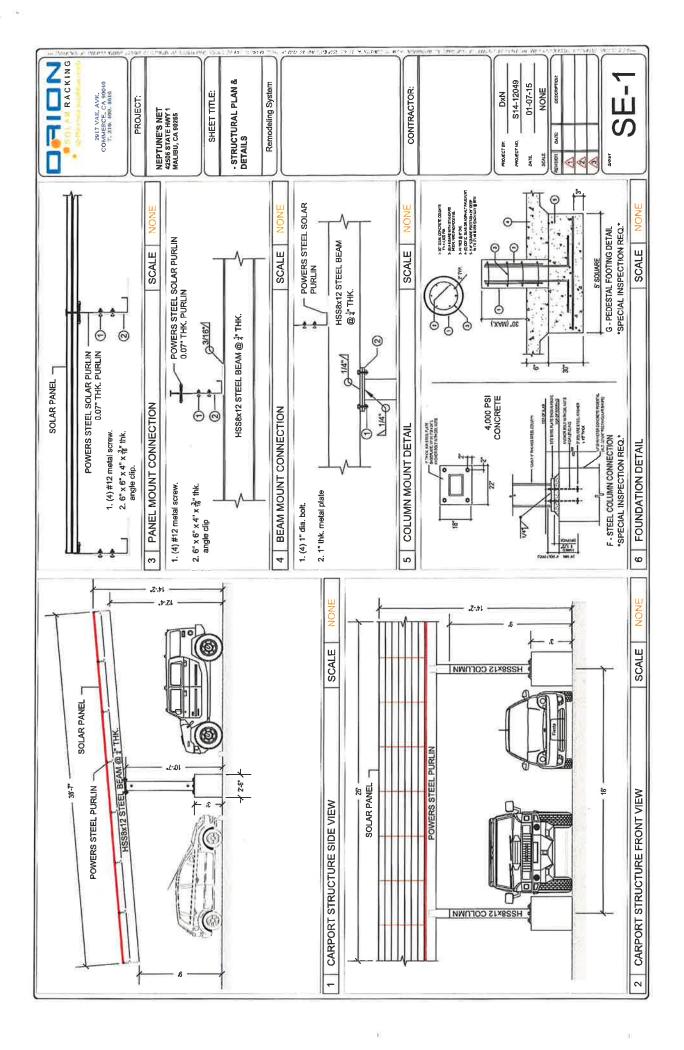




- · Cost-effective Design:
 - -Eliminates welding and reduces construction time
 - -Eliminates the need for welding inspections
- Design available in all 50 states
- · All galvanized framework; no painting required
- Carport clearance: 8'-6" (higher clearance available)
- Compatible with all solar module styles and manufacturers
- Aesthetically pleasing
- Installed at commercial locations, including universities and corporations
- Inclination: -10° to +10°

41







MBARC CONSTRUCTION

THE STRENGTH BETWEEN SUN AND SHADE™

DSA-APPROVED SMARTCANOPIES™

PC #04-114167, #04-114894 & #04-114895

SHADE STRUCTURES • LUNCH SHELTERS • PLAYGROUND COVERS
WALKWAY COVERS • DUGOUT COVERS • BUS AND DROP-OFF SHELTERS



2.5 MILLION SQFT OF STEEL STRUCTURES BUILT ANNUALLY • SERVICE, SAFETY, AND QUALITY DSA EXPERTS • NO-HASSLE CLOSE OUTS • QUALITY, INNOVATION, AND DURABILITY - ON TIME

M Bar C has built District-wide solar for over 30 California School Districts. We've built for Google, Tesla, the San Diego Zoo, the US Marines, and the Top Gun School. Let M Bar C build for you

INNOVATIVE. RELIABLE. RESPONSIVE.

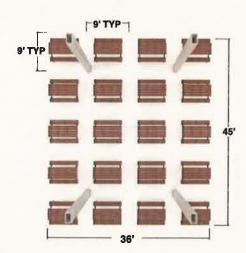
VERSA CANOPY PC # 04-114167

COMPETITIVELY PRICED PERMANENT STEEL COVERS. VALUE-ENGINEERED FOR YOUR NEEDS.



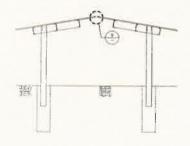
SHADE STRUCTURES, LUNCH SHELTERS, AND WALKWAY COVERS

- Dugout Covers, Bus and Drop-off Shelters
- Tube Steel columns, primed or galv;
 Galv Light Gauge Framing; colored Decking and Trim at no extra charge



GABLE LUNCH SHELTER SMART SEATING

- Smart Shelters designed to meet your needs
- Shelters fit the tables, so you don't have to fit the tables to the shelter
- 9 X 9 Modules include Tables and Access

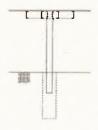


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14' Max Width

OFFSET WALKWAY

- 44' & 70' Standard Lengths
- 17'9" Max Column Height



CENTER COLUMN SHELTER

- 18' Max Width
- 3/12 Max Pitch
- 17'9" Max Column Height

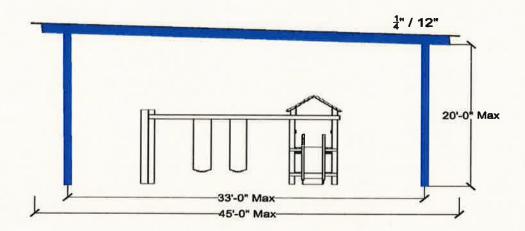


- 14' Max Width
- 44' & 70' Standard Lengths
- 17'9" Max Column Height

BUILDING WITH INTEGRITY SINCE 1975

PLAY-CANOPY PC # 04-114894

COMPETITIVELY PRICED PERMANENT STEEL COVERS. VALUE ENGINEERED FOR YOUR NEEDS.



- Easily covers most Play Structures
- Large Spans "Keep the Columns out of the Rubber"
- Tube Steel columns bare, primed, or galv; Galv Light Gauge Framing;
 Colored Decking and Trim at no extra charge (standard colors only)
- Weight Rooms, Shop Covers, Equipment Covers

FOR MORE INFORMATION:

GREG JONES, PH.D • SALES REPRESENTATIVE

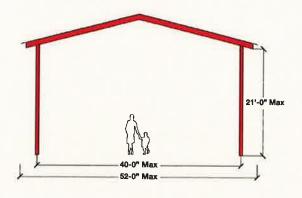
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SMARTCANOPIES BY M BAR C

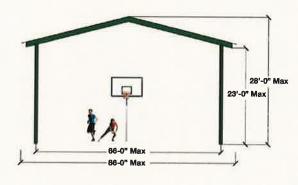
MULTI-PURPOSE / GYM CANOPY PC # 04-114895

COMPETITIVELY PRICED PERMANENT STEEL COVERS. VALUE ENGINEERED FOR YOUR NEEDS.



MULTI-PURPOSE-CANOPY

- 40' Clear Span Cover the largest Play Structures
- Structural Steel Columns and Beams-Field Painted or Galv
- Colored Decking and Trim at no extra charge (standard colors only)
- Clear Heights to 21'
- Assembly Areas, Outdoor Classrooms, Cafeteria expansions



GYM CANOPY

- 66' Span—Big enough to Cover a Basketball Court
- Structural Steel Columns and Beams-Field Painted or Galv
- Colored Decking and Trim at no extra charge (standard colors only)
- Clear Heights to 23'
- Ice Rinks, Riding Arenas, Tennis Courts
- Open Air Learning and Conference Center

M BAR C CONSTRUCTION INC.

674 RANCHEROS DR. • SAN MARCOS, CA 92069 760.744.4131



FOR MORE INFORMATION:

GREG JONES, PH.D • SALES REPRESENTATIVE 775.787.8845 • GREGJ@MBARCONLINE.COM

MBARC CONSTRUCTION





AGREEMENT FOR CONSULTING SERVICES

This Agreement ("Agreement"), made this 7th day of November, 2017, by and between the GRAVENSTEIN SCHOOL DISTRICT a political subdivision of the State of California ("District") and COUNTERPOINT CONSTRUCTION SERVICES, INC., a duly qualified consultant in the area(s) of Construction Management ("Consultant").

District and Consultant hereby agree as follows:

Scope of Services:

Consultant agrees to provide Lease Leaseback Oversight to the District as set forth in **Attachment A.** Board approved October 18, 2017.

2. Contract Documents:

The contract documents consist of the Agreement for Consulting Services, the following General Provisions, any attachments, and completed insurance forms.

3. Compensation:

As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth in **Attachment A**.

Term of Agreement:

The term of this Contract shall be from, October 6, 2017 until project completion, as specified in Attachment "A", inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

District:	Consultant:					
s/						
Jennifer Schwinn, Superintendent	Justin Walling, Principal					







GENERAL PROVISIONS

- 1. <u>Consultant's Warranty:</u> District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.
- 2. <u>Status of Consultant</u>: The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.
- 3. <u>Conflict of Interest</u>: Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement, and Consultant further represents that, during the performance of this Agreement, no such conflict of interest shall exist. If Consultant participates in the planning, development, or negotiation of a contract or other matter for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.
- 4. Extra (Changed) Work: Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
- 5. <u>Nondiscrimination:</u> Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
- 6. <u>Transfer of Rights:</u> Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining



from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District.

7. Ownership of Work Product: District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

8. Indemnification:

- (a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.
- maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

 (a) Required Not Required: Worker's compensation insurance with
 - statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District."

Insurance: With respect to the performance of work under this Agreement, Consultant shall

- (b) <u>Required/Not Required:</u> Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant's liability, and personal injury liability.
- (c) Required Not Required: Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.

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- (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
 - (1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - (2) 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 had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
 - (3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.
 - (4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.
- (e) __Required/_Not Required: Professional Liability (Errors and Omissions)
 Insurance for all activities of the Consultant arising out of or in connection with this
 Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence
 endorsed with the following specific language: "This policy shall not be canceled or
 materially changed without first giving thirty (30) days prior written notice to District."
- (f) <u>Documentation</u>: The following documentation shall be submitted to the District:
 - (1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.
 - (2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
 - (3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.
- (g) <u>Policy Obligations</u>: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

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- (h) Material Breach: If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.
- Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, 10. bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

District:

Consultant:

Gravenstein School District 3840 Twig Ave. Sebastopol, CA 95472 Attention: Jennifer Schwinn Superintendent

Counterpoint Construction Services, Inc. 181 Concourse Blvd., Suite B Santa Rosa, CA 95403 Attention: Justin Walling Principal

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. Termination:

- District may terminate this Agreement by giving thirty (30) calendar days (a) written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for the reasonable value of services rendered to such date.
- If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.





- 12. Security. (K-12 districts only) By execution of the Agreement/Contract, the Consultant acknowledges that Education Code section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Consultant and Consultant's employees will have limited contact with pupils. In making this determination, the District will consider the totality of the circumstances, including factors such as the length of time the Consultant and Consultant's employees will be on school grounds, whether pupils will be in proximity with the site where the Consultant and Consultant's employees will be working, and whether the Consultant and Consultant's employees will be alone or with others. The District further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.
 - (a) District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Consultant and Consultant's employees:

are subject to the fingerprinting requirements of Education Code sections 45125.1 and Paragraph (b) below, is applicable.

are not subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph (c) below, is applicable.

- (b) If the District has determined that fingerprinting is required, the Consultant expressly acknowledges that: (1) Consultant and all of Consultant's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code section 45125.1; (2) Consultant shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) Consultant shall certify in writing to the Governing Board of the District that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) Consultant shall provide to the Governing Board of the District a list of names of its employees who may come in contact with students. The Consultant is required to fulfill these requirements at its own expense.
- (c) Even if the District has determined that fingerprinting is not required, the Consultant expressly acknowledges that the following conditions shall apply to any work performed by the Consultant and/or Consultant's employees on a school site: (1) Consultant and Consultant's employees shall check in with the school office each

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day immediately upon arriving at the school site; (2) Consultant and Consultant's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Consultant and Consultant's employees shall not change locations without contacting the school office; (4) Consultant and Consultant's employees shall not use student restroom facilities; and (5) If Consultant and/or Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

- 13. <u>Due Performance</u>: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.
- 14. <u>Taxes:</u> Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.
- 15. <u>Dispute Resolution</u>: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.
- 16. <u>Choice of Law and Venue</u>: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of SONOMA, California, and no other place.
- 17. <u>Merger:</u> This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 18. <u>Assignment/Delegation:</u> Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 19. <u>No Third-Party Beneficiaries:</u> There are no intended third-party beneficiaries to this Agreement.





- 20. <u>No Waiver of Breach:</u> The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 21. Force Majeure: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.
- 22. <u>Severability</u>: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.
- 23. <u>Headings</u>: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.
- 24. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- 25. <u>Authorization</u>: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.
- 26. <u>Attachments</u>: The following Attachments, attached hereto, are incorporated herein by reference:

Attachment A - Scope of Services





Attachment "A"

October 6, 2017

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

Re: Gravenstein Elementary School, Phase 3 LLB Oversight Proposal TRANSMITTED VIA EMAIL

Dear Jennifer,

Thanks, you for allowing us this opportunity to provide you with a proposal for the above services. We have based our proposal on our experience with this process and as such our proposal is inclusive of the services listed below:

- In conjunction with District legal counsel, process, manage and oversee required scoring and prequalification requisite for LLB process.
- In conjunction with District legal counsel, process, manage and oversee the entire LLB process for contractor selection.
- Our proposal includes all necessary front end documents (received from legal counsel) issuance of all public notices, processing of all paperwork during both process' inclusive of: pre-submission questions, response scoring chart, scheduling of contractor interviews and publishing of all results for both phases (pre-qualification and LLB Contractor selection).
- Schedule and attend all required pre-submission meetings, including pre-submission walks, pre-bid walks, etc.
- Provide documentation for District record of entire process
- This proposal is not inclusive of project management during construction, but we would be happy to provide such a proposal if requested.

Given the nature of this scope of work, it is very difficult to provide a Lump Sum proposal so we have provided a proposal based on a "Hourly" Basis with what we feel is an appropriate Not to Exceed amount based on our billable rates, listed below

Billable Hourly Rates:

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

Proposal as Listed above: Hourly, not to exceed \$ 15,000

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Proposal Qualifications:

- Legal Fees are not included in this proposal
- Project Management during construction period
- Required public notices shall be billed directly to the District
- Reimbursables shall be billed at cost plus 10%
- This proposal and scope of work shall include all services up to contractor selection

Sincerely,

COUNTERPOINT CONSTRUCTION SERVICES, INC.

Justin Walling President

Enc: None

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(<u>*</u>

K-12 Lease Leaseback CHECKLIST

(2017)

1. Prequalification of Contractors (optional if the District is under 2,500 ADA)

PCC 20111.6 requires prequalification if the district has 2,500 or more ADA. See also EC §17406(a)(2)(A)(C).

Otherwise, prequalification is permissive. PCC § 20101, §20111.5.

When PQ is required, MEP subcontractors must also be prequalified.

- 2. Board adopted LLB procedures: Administrative Regulation 3311.2 (Gamut) (EC 17406 (a)(2))
- 3. Request for Proposals ("RFP") for LLB services
- 4. Exhibits to RFP:
 - a. Preconstruction agreement (optional)
 - b. Subcontractor list
 - c. Fingerprint certificate
 - d. Workers' Compensation certificate
 - e. Non-Collusion Declaration
 - f. Site Lease
 - g. Facilities Lease (includes financing component)
 - h. LLB General Conditions (includes payment and performance bond forms, and the Notice of Award and Notice to Proceed forms)
 - i. LLB Master Contract for construction services
- 5. Publish advertisement for RFP

 Advertise at least 10 days before RFP responses are due by:

 publishing in the local newspaper once a week for two weeks and
 publishing in the local contractor's trade journal of general circulation in the

county where the project is located. EC 17400 (b)(5)(B)

6. District Evaluation of Proposals: <u>Determination of best value rankings.</u>
Allow protest period to expire.

- 7. Board determines final rankings for LLB Contract(s) based on Best Value Evaluation;
- 8. Interviews and re-scoring of top candidates (optional)
- 9. Preparation of Statement Justifying the Award (sufficient to "satisfy an external audit")
- 10. Award preconstruction agreement
- 11. Renegotiate price after DSA approval, if necessary.
- 12. Approval of LLB master contract (approved by the board after DSA approval)
- 13. Issuance of Notice of Award, then the Notice to Proceed.
- 14. Work commences.

SCHEDULE

Gravenstein USD RFP/Q Phase III Schedule

Interviews

Board Back Up Due

Board Approval

Board Adoption AR3311.2 Tuesday, December 12, 2017

Advertisement 1 - Press Demo

Thursday, December 14, 2017

Advertisement 2 - PD & NCBE

Thursday, December 21, 2017

Questions due

Wednesday, January 03, 2018

RFP/Q's Due

Tuesday, December 12, 2017

Wednesday, January 10, 2018

2:00 PM

Wednesday, January 10, 2018

Thursday, January 25, 2018

Tuesday, February 06, 2018

Wednesday, February 14, 2018

TBD





California State University's CalStateTEACH Program

Memorandum of Understanding and Agreement to Provide Student Teacher Placements to University Students

This agreement is between the Gravenstein School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning December 8, 2017 and ending December 7, 2020, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

- 1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the internship. Supervision may be shared among more than one qualified District staff member.
- 2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Internship Program.
- 3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
- 4. The District may, in its sole discretion, refuse to accept as a participant in the Internship Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
- 5. After the District accepts the assignment of a Student Teacher, the District may terminate the internship for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.





Distinguished Program

6. District shall, on any day when a Student Teacher is receiving training at its facilities. arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.

UNIVERSITY RESPONSIBILITIES

- 1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
- 2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
- 3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
- 4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
- 5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
- 6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
- 7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

STUDENT TEACHER RESPONSIBILITIES

- 1. Provide the District with the following documentation:
 - a. a copy of the letter from the University assigning the student to the District.
 - b. a background check fingerprint clearance report.
 - c. a negative tuberculosis test result, and
- 2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
- 3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
- 4. Provide services to District pupils only under the direct supervision of District staff.
- 5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the internship program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the internship program is forbidden except as a necessary part of the practical internship experience. Otherwise, Student Teachers shall use deidentified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.







Distinguished Program

STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/\$2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from







any of the internship placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

- 1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
- 2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
- 3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
- 4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
- 5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
- 6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
- 7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.







Signed this	date of	
School District Des	ignee	
Dr. Nan Barker, Reg CalStateTEACH, C	gional Director alifornia State University	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

						policies may require an e	endors	ement. A sta	tement on t	nis certificate does not	confer	rights to the	
Certificate holder in lieu of such endorsement(s). PRODUCER Alliant Insurance Services, Inc. 100 Pine Street - 11th Floor San Francisco, CA 94111						CONTACT NAME: PHONE (A.C. No. Ext): 415-403-1400 E-MAIL ADDRESS: FAX (A.C. No.):							
		·					INSURER(S) AFFORDING COVERAGE NAIC #						
							INSURER A :Lloyds of London						
INS	URED)					INSURER B:						
The California State University (CSU)						INSURER C:							
401 Golden Shore, 5th Floor						INSURER D :							
Lo	ng B	Beach, CA 90802					INSURER E :						
							INSURER F:						
CC	VEI	RAGES	CEF	RTIF	CAT	E NUMBER: 118891289				REVISION NUMBER:			
II C	HIS NDIC ERT	IS TO CERTIFY THA CATED, NOTWITHS TIFICATE MAY BE IS	AT THE POLICIES TANDING ANY RI SSUED OR MAY	S OF EQUI PER POL	INSU REME TAIN, ICIES	RANCE LISTED BELOW HA INT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	ED NAMED ABOVE FOR T DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH THIS	
LTR	_	TYPE OF INSU		INSD	SUBF			(WW/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
Α	Х	COMMERCIAL GENER	RAL LIABILITY			PCSUR000417		7/1/2017	7/1/2018	EACH OCCURRENCE \$2,000		,000	
		X CLAIMS-MADE	OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
								1 1		MED EXP (Any one person)	\$		
										PERSONAL & ADV INJURY	\$2,000	,000	
	GE	N'L AGGREGATE LIMIT	APPLIES PER:							GENERAL AGGREGATE	\$4,000,000		
	X	POLICY PRO-	LOC						PRODUCTS - COMP/OP AGG \$4		\$4,000	\$4,000,000	
		OTHER:		_							\$		
	AU.	TOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$		
		ANY AUTO	I 00.15511155							BODILY INJURY (Per person)	\$		
		ALL OWNED AUTOS	SCHEDULED AUTOS NON-OWNED							BODILY INJURY (Per accident)	\$		
		HIRED AUTOS	AUTOS							PROPERTY DAMAGE (Per accident)	\$		
											\$		
		UMBRELLA LIAB	OCCUR							EACH OCCURRENCE	\$		
		EXCESS LIAB	CLAIMS-MADE							AGGREGATE	\$		
		DED RETENTION									\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY										PER OTH- STATUTE ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A						E.L. EACH ACCIDENT	\$				
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. DISEASE - EA EMPLOYEE	\$				
	DES	s, describe under CRIPTION OF OPERATION	ONS below							E.L. DISEASE - POLICY LIMIT	\$		
Α	Liab	dent Professional bility Insurance gram (SPLIP)				PCSUR000417		7/1/2017	7/1/2018	\$2,000,000 \$4,000,000	Each Claim Policy Aggregate		
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CFF	RTIF	ICATE HOLDER					CANO	FILATION					
EVIDENCE OF COVERAGE							CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
AUTHO								AUTHORIZED REPRESENTATIVE					

Rhot Jean

RESOLUTION OF THE GOVERNING BOARD OF THE GRAVENSTEIN UNION SCHOOL DISTRICT REGARDING ACCOUNTING OF DEVELOPMENT FEES FOR 2016-2017 FISCAL YEAR IN THE FOLLOWING FUND OR ACCOUNT:

FUND 25 – CAPITAL FACILITIES FUND (Government Code sections 66001(d) & 66006(b)) Resolution #171213-1

1. Authority and Reasons for Adopting this Resolution.

A. This District has levied school facilities fees pursuant to various resolutions, the most recent of which is dated December 13, 2017, and is referred to herein as the "School Facilities Fee Resolution" and is hereby incorporated by reference into this Resolution. These resolutions were adopted under the authority of Education Code section 17620. These fees have been deposited in the following fund or account:

Fund 25 – Capital Facilities Fund (the "Fund");

- B. Government Code sections 66001(d) and 66006(b) require this District to make an annual accounting of the Fund and to make additional findings every five years if there are any funds remaining in the Fund at the end of the prior fiscal year;
- C. Government Code sections 66001(d) and 66006(b) further require that the annual accounting of the Fund and those findings be made available to the public no later than December 26, 2017, that this information be reviewed by this Board at its next regularly scheduled board meeting held no earlier than 15 days after they become available to the public, and that notice of the time and place of this meeting (as well as the address at which this information may be reviewed) be mailed at least 15 days prior to this meeting to anyone who has filed a written request for it.
- D. The Superintendent has informed this Board that a draft copy of this Resolution (along with Exhibits A and B which are hereby incorporated by reference into this Resolution) was made available to the public on November 3, 2017. The Superintendent has further informed this Board that notice of the time and place of this meeting (as well as the address at which this information may be reviewed) was mailed at least 15 days prior to this meeting to anyone who had filed a written request for it.
- E. The Superintendent has also informed this Board that there is no new information which would adversely affect the validity of any of the findings made by this Board in its School Facilities Fee Resolution.

2. What This Resolution Does.

This Resolution makes various findings and takes various actions regarding the Fund as required by and in accordance with Government Code sections 66001(d) and 66006(b).

3. Findings Regarding the Fund.

Based on all findings and evidence contained in, referred to, or incorporated into this Resolution, as well as the evidence presented to this Board at this meeting, the Board finds each of the following with respect to the Fund for the 2016-2017 Fiscal Year:

- A. In reference to Government Code section 66006(b)(2), the information identified in section 1 above is correct;
- B. In further reference to Government Code section 66006(b)(2), this Board has reviewed the annual accounting for the Fund as contained in Exhibit A and determined that it meets the requirements set forth in Government Code section 66006(b)(1);
- C. In reference to Government Code section 66001(d)(1)(A), and with respect only to that portion of the Fund remaining unexpended at the end of the 2016-2017
- Fiscal Year, the purpose of the fees is to finance the construction or reconstruction of school facilities necessary to reduce overcrowding caused by the development on which the fees were levied, which facilities are more specifically identified in Exhibit B;
- D. In reference to Government Code section 66001(d)(1)(B), and with respect only to that portion of the Fund remaining unexpended at the end of the 2016-2017 Fiscal Year, the findings and evidence referenced above demonstrate that there is a reasonable relationship between the fees and the purpose for which it is charged as more specifically identified in Exhibit B;
- E. In reference to Government Code section 66001(d)(1)(C), and with respect only to that portion of the Fund remaining unexpended at the end of the 2016-2017 Fiscal Year, all of the sources and amounts of funding anticipated to complete financing in any incomplete improvements identified as the use to which the fees are to be put is identified in Exhibit B;
- F. In reference to Government Code section 66001(d)(1)(D), and with respect only to that portion of the Fund remaining unexpended at the end of the 2016-2017 Fiscal Year, the approximate dates on which the funding referred to in paragraph E above is expected to be deposited into the appropriate account or fund is designated in Exhibit B; and
- G. In reference to the last sentence of Government Code section 66006(d), because all of the findings required by that subdivision have been made in the fees that were levied in paragraphs C-F above, the District is not required to refund any moneys in the Fund as provided in Government Code section 66001(e).

4.	Superintendent	Authorized to	Take Necessary	y and A	ppro	priate Action
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The Board further directs and authorizes the Superintendent to take on its behalf such further action as may be necessary and appropriate to effectuate this Resolution.

5. Certificate of Resolution.			
I,	_,		of the Governing Board of
the	District of	of	County, State of
California, certify that this Resolut	ion proposed by		, seconded by
	, was duly	passed and	adopted by the Board, at an
official and public meeting this _			
vote:			
AYES:			
NOES:			
ABSENT:			
	3		of the Board
	of the		
	District of		County California

EXHIBIT A

TO RESOLUTION REGARDING ACCOUNTING OF DEVELOPMENT FEES FOR FISCAL YEAR 2016-2017 FOR THE FOLLOWING FUND OR ACCOUNT: FUND 25 – CAPITAL FACILITES (the "Fund")

Per Government Code section 66006(b)(1)(A-H) as indicated:

- A. A brief description of the type of fee in the Fund: Gravenstein Union School District collects fees for residential and commercial development on properties within the school district boundaries.
- B. The amount of the fee. The fee is \$1.42 per square foot for residential and \$.21 per square foot for commercial development.
- C. The beginning and ending balance of the Fund.

See Attachment 1.

D. The amount of the fees collected and the interest earned.

See Attachment 1.

E. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attachment 1.

- F. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) subdivision (a) of section 66001, and the public improvement remains incomplete: None available
- G. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan: Not Applicable

H. The amount of refunds made pursuant to subdivision (e) of section 66001 and any allocations pursuant to subdivision (f) of section 66001: Not applicable

N/A. No refunds or allocations were made pursuant to subdivision (e) or (f) of section 66001.

EXHIBIT B

TO RESOLUTION REGARDING ACCOUNTING OF DEVELOPMENT FEES FOR FISCAL YEAR 2016-17 FOR THE FOLLOWING FUND OR ACCOUNT: FUND 25 – CAPITAL FACILITIES (the "Fund")

Per Government Code section 66001(d)(1)(A-D) as indicated:

- A. With respect to only that portion of the Fund remaining unexpended at the end of the 2016-2017 Fiscal Year, the purpose of the fees is to finance the construction or reconstruction of school facilities necessary to reduce overcrowding caused by the development on which the fees were levied, which facilities are more specifically identified as follows: Gravenstein Elementary School, Gravenstein First, Hillcrest Middle School
- B. With respect to that portion of the Fund remaining unexpended at the end of the 2016-2017 Fiscal Year, there is a reasonable relationship between the fee and the purpose for which it is charged, including:
 - a. There is an ongoing need for the Fund to complete construction or reconstruction to reduce overcrowding caused by the development.
 - b. The status of improvements identified when the fee was established are as follows: See attachment 2
 - c. The following has been done since the fee was imposed: See attachment 2
 - d. Future plans include: Not determined
- C. With respect to only that portion of the Fund remaining unexpended at the end of the 2016-2017 Fiscal Year, the sources and amounts of funding anticipated to complete financing in any incomplete improvements identified in paragraph A above are as follows: Not yet determined
- D. With respect to only that portion of the Fund remaining unexpended at the end of the 2016-2017 Fiscal Year, the following are the approximate dates on which the funding referred to in paragraph C above is expected to be deposited into the appropriate account or fund: Not yet determined

GOVERNMENT CODES

§ 66001. Fee as condition of approval; agency requirements

- (a) In any action establishing, increasing, or imposing a fee as a condition of approval of a development project by a local agency, the local agency shall do all of the following:
- (1) Identify the purpose of the fee.
- (2) Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in Section 65403 or 66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the public facilities for which the fee is charged.
- (3) Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
- (4) Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.
- (b) In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.
- (c) Upon receipt of a fee subject to this section, the local agency shall deposit, invest, account for, and expend the fees pursuant to Section 66006.
- (d)(1) For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:
- (A) Identify the purpose to which the fee is to be put.
- (B) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- (C) Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements identified in paragraph (2) of subdivision (a).
- (D) Designate the approximate dates on which the funding referred to in subparagraph (C) is expected to be deposited into the appropriate account or fund.
- (2) When findings are required by this subdivision, they shall be made in connection with the

public information required by subdivision (b) of Section 66006. The findings required by this subdivision need only be made for moneys in possession of the local agency, and need not be made with respect to letters of credit, bonds, or other instruments taken to secure payment of the fee at a future date. If the findings are not made as required by this subdivision, the local agency shall refund the moneys in the account or fund as provided in subdivision (e).

- (e) Except as provided in subdivision (f), when sufficient funds have been collected, as determined pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 66006, to complete financing on incomplete public improvements identified in paragraph (2) of subdivision (a), and the public improvements remain incomplete, the local agency shall identify, within 180 days of the determination that sufficient funds have been collected, an approximate date by which the construction of the public improvement will be commenced, or shall refund to the then current record owner or owners of the lots or units, as identified on the last equalized assessment roll, of the development project or projects on a prorated basis, the unexpended portion of the fee, and any interest accrued thereon. By means consistent with the intent of this section, a local agency may refund the unexpended revenues by direct payment, by providing a temporary suspension of fees, or by any other reasonable means. The determination by the governing body of the local agency of the means by which those revenues are to be refunded is a legislative act.
- (f) If the administrative costs of refunding unexpended revenues pursuant to subdivision (e) exceed the amount to be refunded, the local agency, after a public hearing, notice of which has been published pursuant to Section 6061 and posted in three prominent places within the area of the development project, may determine that the revenues shall be allocated for some other purpose for which fees are collected subject to this chapter and which serves the project on which the fee was originally imposed.
- (g) A fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to (1) refurbish existing facilities to maintain the existing level of service or (2) achieve an adopted level of service that is consistent with the general plan.

§ 66006. Local agency improvement fees; public availability of account or fund information

- (a) If a local agency requires the payment of a fee specified in subdivision (c) in connection with the approval of a development project, the local agency receiving the fee shall deposit it with the other fees for the improvement in a separate capital facilities account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the local agency, except for temporary investments, and expend those fees solely for the purpose for which the fee was collected. Any interest income earned by moneys in the capital facilities account or fund shall also be deposited in that account or fund and shall be expended only for the purpose for which the fee was originally collected.
- (b)(1) For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:
- (A) A brief description of the type of fee in the account or fund.

- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and the interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- (G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.
- (2) The local agency shall review the information made available to the public pursuant to paragraph (1) at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public, as required by this subdivision. Notice of the time and place of the meeting, including the address where this information may be reviewed, shall be mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the local agency for mailed notice of the meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.
- (c) For purposes of this section, "fee" means any fee imposed to provide for an improvement to be constructed to serve a development project, or which is a fee for public improvements within the meaning of subdivision (b) of Section 66000, and that is imposed by the local agency as a condition of approving the development project.
- (d) Any person may request an audit of any local agency fee or charge that is subject to Section 66023, including fees or charges of school districts, in accordance with that section.
- (e) The Legislature finds and declares that untimely or improper allocation of development fees hinders economic growth and is, therefore, a matter of statewide interest and concern. It is, therefore, the intent of the Legislature that this section shall supersede all conflicting local laws and shall apply in charter cities.

(f) At the time the local agency imposes a fee for public improvements on a specific development project, it shall identify the public improvement that the fee will be used to finance.

Attachment 1

GRAVENSTEIN UNION SCHOOL DISTRICT ANNUAL ACCOUNTING OF DEVELOPER FEES

FISCAL YEAR 2016-17

Gravenstein Union School District collects fees for residential and commercial development on properties within the school district boundaries. The fee is \$1.42 per square foot for residential and \$.21 per square foot for commercial development.

Developer fees are received and deposited in Fund 25 at the Sonoma County Treasury.

Beginning Fund Balance		\$ 83,480.67
Income		
Developer Fees Collected	\$	25,844.12
Interest Earned		\$ 882.89
Total Income	\$	26,727.01
Expenses		
Fees to WSCHSD		\$ 15.00
Paid to West Sonoma County	多温度	\$ 430.95
Transportation for District obligation for facilities		
Total Expenses	- 1	\$445.95
Ending Fund Balance	\$	109,761.73

Attachiment 2

ReqPay12c

Board Report

- 三王	Check																													
	Expensed	75.00	1.760.00	15.00	15.00	30.00	15.00	30.00	2,478.00	1,659.00		4,829.40	15.00		30.00	45.00	15.00			30.00	15.00	00:06	15.00				45.00	15.00	15.00	11 226 10
	Comment	Dev fees @ different locations	Utility surveying/locating @ Grav Daycare	Development fees @ 358 Bloomfield Rd.	Dev fees @ 5426 Volkerts Rd	Developer fees processing fee	Developer fees processing fee	Developer fees processing fee	Asphalt repair and striping at Gravenstein	Trench paving & seal coating at	Gravenstein	Grav modular 2013	Developer fees processing fee	Developer fees processing fee	Developer fees processing fee	Developer fees processing fee for 14-15	Developer fees processing fee for 15-16	Developer fees processing fee for 2016-17	Total Number of Checks 26											
d by Fund	Fund-Object	25	25	25	25	25	25	25	25		Ċ	73	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	Total
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ted 07/01/201	Check Date	11/05/2012	04/05/2013	05/01/2013	06/05/2013	10/09/2013	10/30/2013	12/18/2013	04/09/2014		04/16/2014	05/28/2014	03/20/2014	06/06/2014	07/25/2014	10/03/2014	11/21/2014	12/10/2014	01/09/2015	06/24/2015	08/05/2015	10/16/2015	11/04/2015	03/09/2016	04/06/2016	05/04/2016	06/22/2016	07/20/2016	09/23/2016	
Checks Da	Check	1226964	1253426	1258396	1264333	1287139	1292108	1302052	1324074		1325668	1335303	4227500	690/001	1346113	1360470	1372541	1375386	1380840	1418048	1424483	1441002	1444830	1471483	1477371	1483901	1495328	1500207	1513611	



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 Wanda Holden (WLHOLDEN), Dec 5 2017 11:06AM

ESCAPE ONLINE

Page 4 of 5



DRAFT Gravenstein USD Board & Superintendent Goals 2017-18

1. <u>Develop an academically excellent rigorous program for all students.</u>

- a. Fully implement common core, continue adopting curriculum
- b. Explore summer school (remediation, marketing for enrollment)
- c. Incorporate LCAP Goals
- d. Explore expansion to incorporate STEAM programming
- e. Align enrichment offerings to the District's core programming philosophy
- f. Review and improve Spanish program

2. Maintain fiscal responsibility and solvency

- a. Maintain optimal enrollment in alignment with facility capacity and academic goals
- b. Active marketing program
- c. Develop reserve strategy
- d. Update district Technology Plan
- e. Revise and update the facility master plan

3. Recruit, prepare, and retain excellent staff

- a. Retain quality staff at the same rate to other districts
- b. Foster a culture of professional growth among staff to develop a community of learners
- c. Individual and District-wide staff development plan, including regular evaluation and feedback

4. Promote a unified and collaborative district, community, & staff

- a. Develop communication plan that informs and engages staff and parents, minimizes misinformation, and promotes the District mission and accomplishments.
- b. Staff works in grade level teams to plan and deliver equitable learning opportunities for all students in a given grade level.
- c. Encourage District foundations to develop joint activities for community building

5. <u>Support social emotional growth of student in positive healthy</u> environment

- a. Investigate new social emotional curriculum K-8
- b. Investigate offering school counseling services
- c. Reduce number of behavioral referrals
- d. Continue to encourage pro-social characteristics



Mission/Vision: Key words brainstorm

STEAM
Technology
Foster personal development
Continuous communication & marketing
Every child, all children, all students
Inclusive
Rigorous
Academic excellence

Possible Mission statement:

Provide all students with the opportunity for rigorous instruction, and the individual support to attain their full academic potential.

Projected costs of Kindergarten Discovery! for 2018-2019

(All schedules created for 4 Kindergarten classrooms, each with one 30-minute activity per day)

Activities listed are "place holders" for comparable activites. They do not represent signed contracts with specific instructors.

Monday Spanish 767*	Tuesday Music	Wednesday Athletic Movement 2160	Thursday Art 2400	Friday Garden 2160	6720
•	-				
Monday	Tuesday	Wednesday	Thursday	Friday	
1					
767*		2160	2400	3600	8160
Spanish	Music		Art	STEM	
Monday	Tuesday	Wednesday	Thursday	Friday	
767*		2400	3600	2160	8160
Spanish	Music	Dance	Art	Drama	
Monday	Tuesday	Wednesday	Thursday	Friday	Total
	Spanish 767* Monday	Spanish Music 767* Monday Tuesday Spanish Music	Spanish Music Dance 767* 2400 Monday Tuesday Wednesday Spanish Music Athletic Movement	Spanish Music Dance Art 767* 2400 3600 Monday Tuesday Wednesday Thursday Spanish Music Athletic Movement Art	Spanish Music Dance Art Drama 767* 2400 3600 2160 Monday Tuesday Wednesday Thursday Friday Spanish Music Athletic Movement Art STEM

^{*}Cost of District picking up previous MPF ENRICH! K Spanish contribution

(Total cost of Spanish to district still TBD as the instructor is a GUSD employee with salary/benefits)

Additional Activity costs per child (with enrollment of 60 students): 23,040/60= \$384 annually Additional Activity costs per child (with enrollment of 80 K students): 23,040/80= \$288 annually

Field Trips for 4 classes

field trip cost	transportation cost	
0	300	
Materials (~\$50)	0	1250 static costs plus \$20 per child
\$4/child	150	
\$7.50/child	150	FT projection for 60 students: 2450
\$7.50/child	0	2450/60= 40.85 per child annually
0	0	
\$600	0	FT projection for 80 students: 2850/80= 35.63 per child annually
	0 Materials (~\$50) \$4/child \$7.50/child \$7.50/child	0 300 Materials (~\$50) 0 \$4/child 150 \$7.50/child 150 \$7.50/child 0 0 0

TOTAL Kindergarten Discovery! Costs per child at 60 students: 384 Activities + 41 Field Trips = \$425

TOTAL Kindergarten Discovery! Costs per child at 80 students: 288 Activities + 36 Field Trips = \$325



Projected costs of First Grade "Discovery!" 2019-2020 (based on Kindergarten Discovery! for 2018-2019)

(All schedules are created for four first grade classrooms, each with one 45-minute activity per day.

Activities listed are "place holders" for comparable activities. They do not represent signed contracts with specific instructors.

					Total	28,800.00
	767*		2400	3600	2400	8400
	Spanish	Music	TBD	Art	Garden	
	Monday	Tuesday	Wednesday	Thursday	Friday	
Trimester 3						
	767*		2400	3600	4800	10800
	Spanish	Music	Athletic Movement		STEM	
	Monday	Tuesday	Wednesday	Thursday	Friday	
Trimester 2						
	767*		3120	4080	2400	9600
	Spanish	Music	Dance	Art	Drama	
	Monday	Tuesday	Wednesday	Thursday	Friday	Total
Trimester 1						
	-					

^{*}Cost of District picking up previous MPF ENRICH! 1st Spanish contribution

(Total cost of Spanish to district still TBD)

Additional annual activity costs per child at 60 students: 28,800/60= \$ 480 Additional annual activity costs per child at 80 students: 28,800/80= \$ 360

Field Trips for 4 classes

Total for field trips is \$4,218 (about 80 kids) About \$53 per child

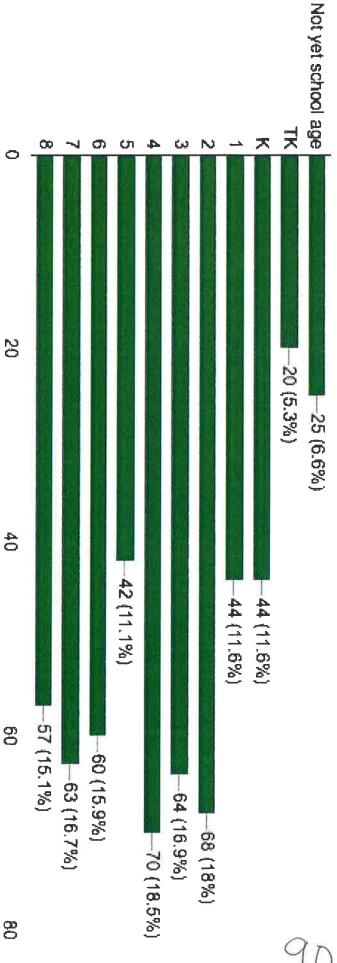
TOTAL Annual First Grade Discovery! Costs per child at 60 students: \$530

TOTAL Annual First Grade Discovery! Costs per child at 80 students: \$410

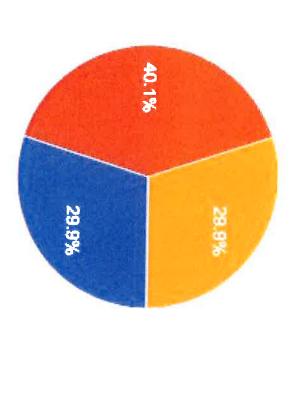
Fall 2017

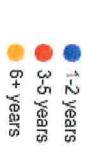
Survey Results GUSD Parent/Guardian

I have children in the following grades (check all that apply)

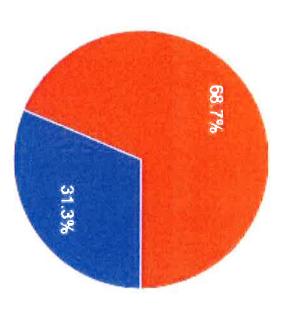


3/4 responses How many years have your children attended GUSD?



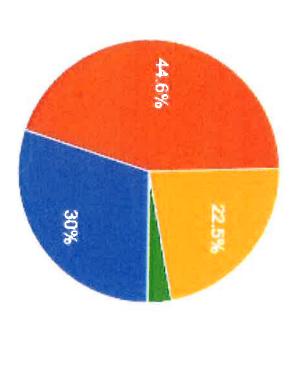


3// responses Do you live within the Gravenstein District boundaries?





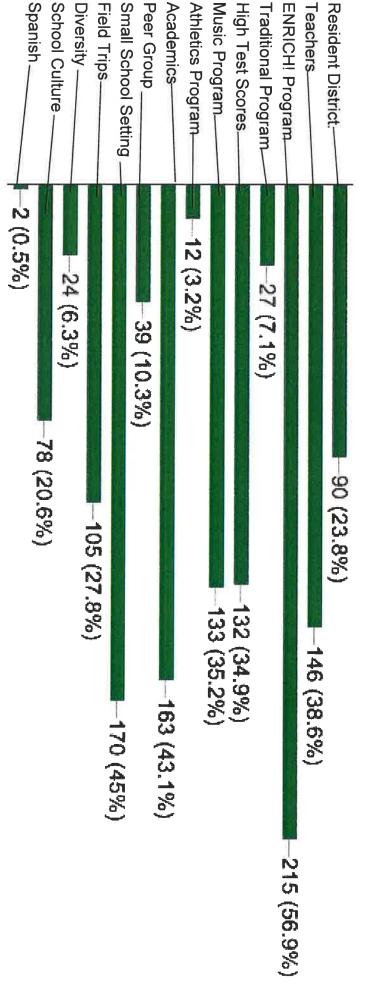
one-way to school? If you live outside of the Gravenstein District, how many miles do you drive



- 0-5 miles
- 6-10 miles
- 11-20 miles

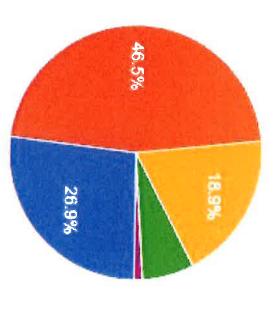
Why did you choose the Gravenstein District?

378 responses



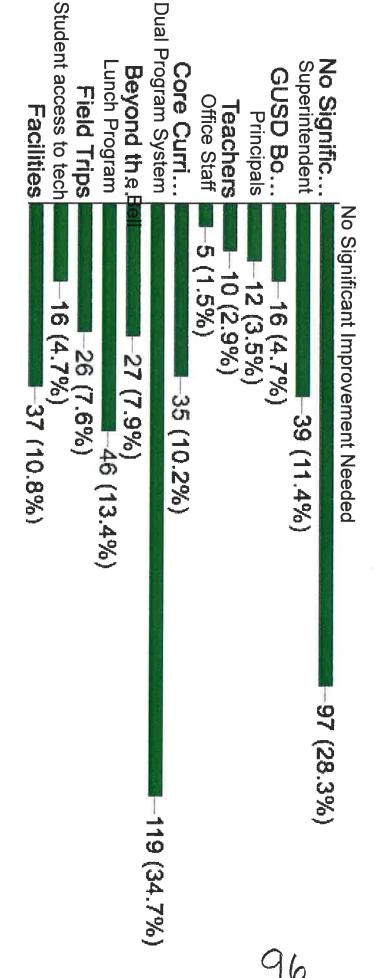
94

How satisfied are you with the Gravenstein District overall?

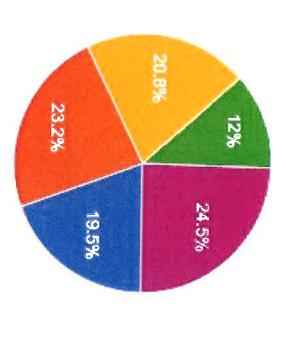


- Extremely Satisfied
- Very Satisfied
- Satisfied
- Somewhat Satisfied
- Not Satisfied

In what areas do you feel that GUSD needs significant improvement?



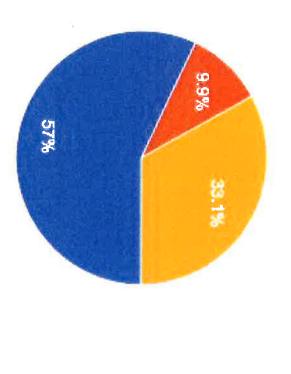
and ENRICH! programs) How satisfied are you with GUSD having a dual program system (Traditional



- Extremely Satisfied
- Very Satisfied
- Satisfied
- Somewhat Satisfied
- Not Satisfied

to the core curriculum, would this make Gravenstein: into one program, with daily courses (eg. art, music, hands-on science...) and field trips in addition If Gravenstein were to offer a Kindergarten Discovery program, where all students are integrated

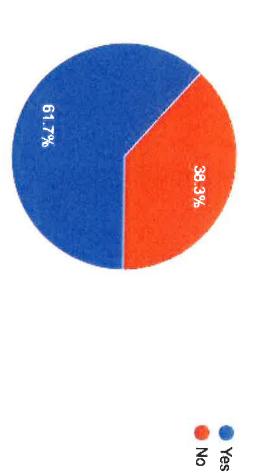
students are integrated into one progr...rriculum, would this make Gravenstein: If Gravenstein were to offer a Kindergarten Discovery program, where all





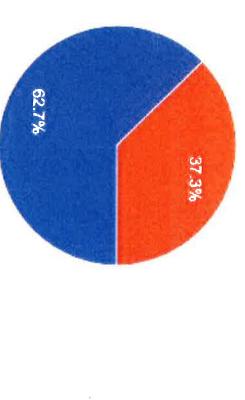
If your child was in the Kindergarten Discovery program (one program for all), and you applied for the ENRICH! program for first grade, and your child did not qualify, would you stay at Gravenstein?

358 responses all), and you applied for the ENRICH! p...qualify, would you stay at Gravenstein? If your child was in the Kindergarten Discovery program (one program for



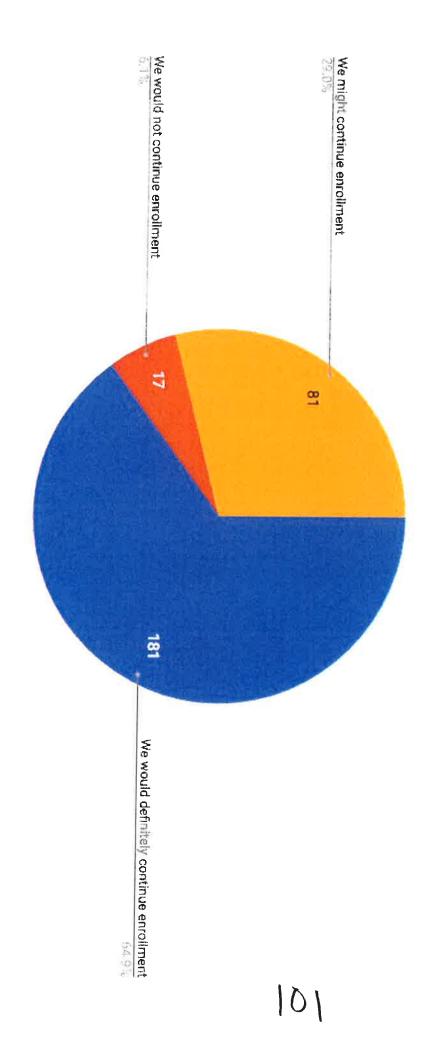
Would you prefer that the Gravenstein District offer ONE program for all students, with daily courses (eg. art, music, hands-on science...) and field trips, in addition to the core curriculum, rather than two programs?

Would you prefer that the Gravenstein District offer ONE program for all 367 responses students, with daily courses (eg. art, ... curriculum, rather than two programs?

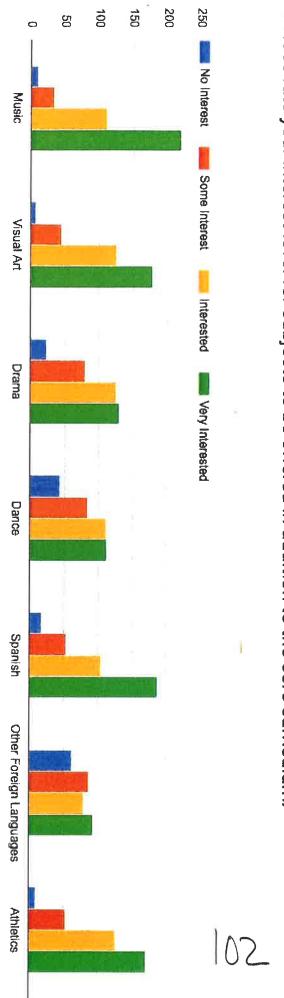


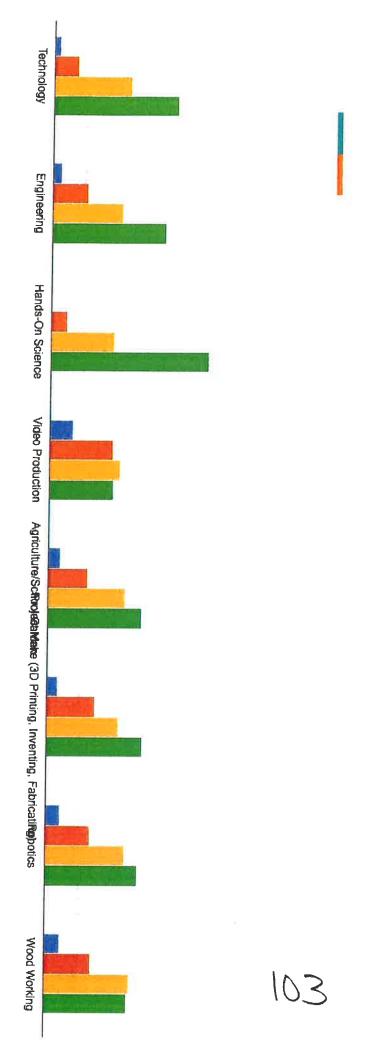


science...) and field trips, in addition to the core curriculum in your child's grade level(s), how likely would you be to continue enrollment in our District? Count of If in the next school year, GUSD offered ONE program with daily courses (eg. art, music, hands-on



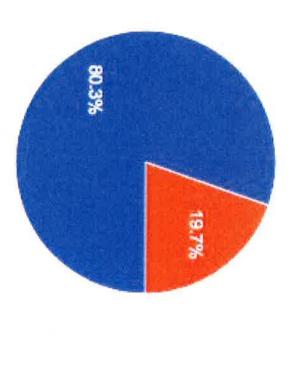
Please rate your interest-level for subjects to be offered in addition to the core curriculum:





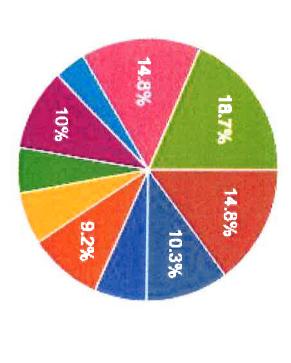
courses in addition to the core curriculum? Are you willing and able to make monthly donations to support daily

3/1 responses





359 responses support of suggested parent contributi...or able to donate monthly (per child)? The ENRICH! program currently provides enrichment courses through the

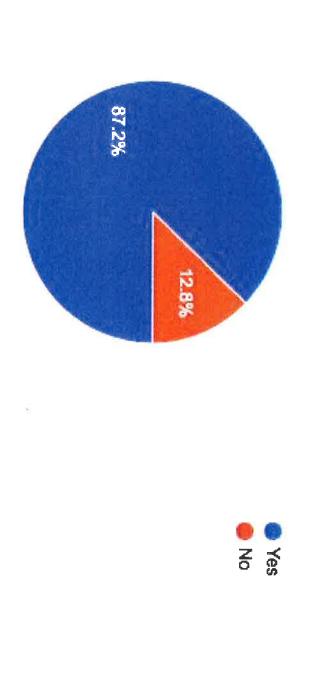


- Not willing to donte
- Not able to donate
- \$5 \$20 per month
- \$21 \$40 per month
- \$41 \$60 per month
- \$61 \$80 per month
- \$81 \$100 per month
- \$101 \$150 per month

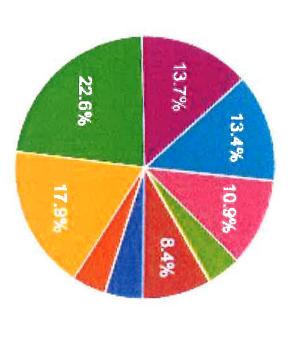
1,2

Are you willing and able to make donations to support field trips?

3/4 responses

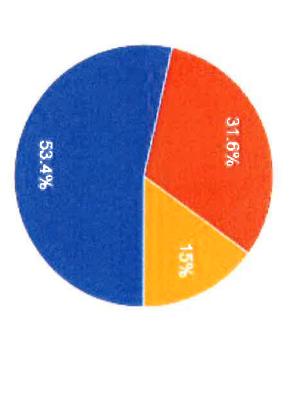


At what level are you willing or able to donate annually (per child) to support field trips?



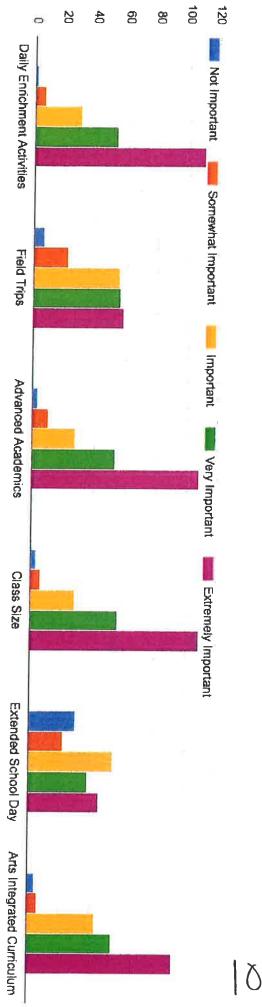
- Not willing to donate
- Not able to donate
- \$20 \$60 per year
- \$61 \$100 per year
- \$101 \$150 per year \$151 - \$200 per year
- \$200 \$300 per year
- \$300 \$400 per year
- More than \$400 per year

participated in. Please select the program(s) that your student(s) participates in, or has



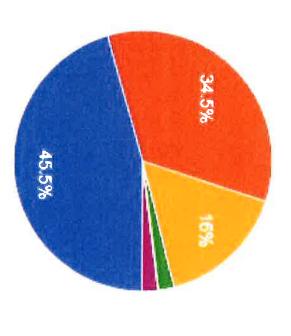
- ENRICH
- Traditional
- ENRICH! and Traditional

What elements of the ENRICH! program are most important to you?



109

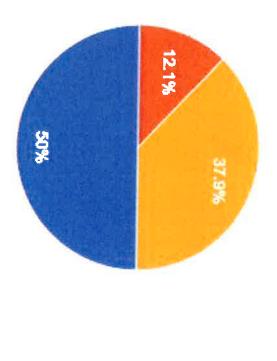
How satisfied are you with the ENRICH! program?



- Extremely Satisfied
- Very Satisfied
- Satisfied
- Somewhat Satisfied
- Not Satisfied

[Current Traditional Program Families]

program, that allows for daily courses in addition to the core curriculum? Would you choose to have your student participate in an extended day

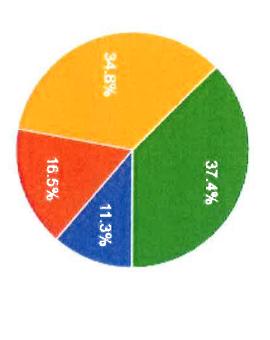


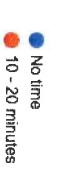


115 responses

courses in addition to the core curriculum?

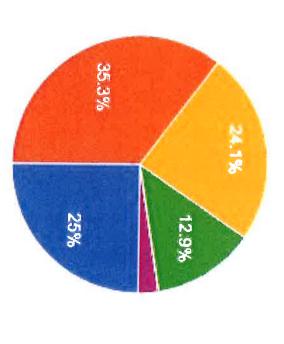
How much time should be added to the regular school day to allow for





20 - 30 minutes 30 - 45 minutes

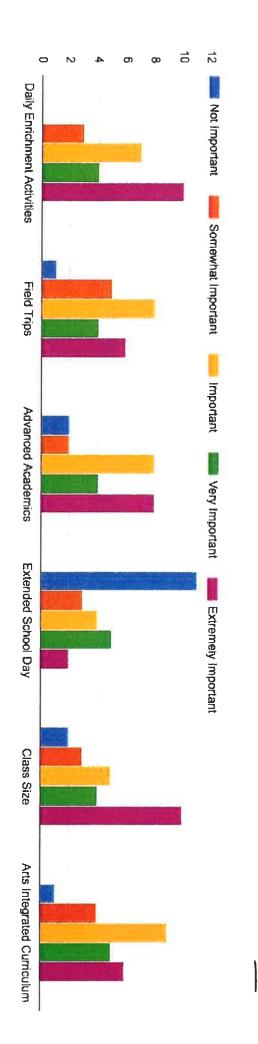
116 responses How satisfied are you with the Traditional program?



- Extremely Satisfied
- Very Satisfied
- Satisfied
- Somewhat Satisfied
- Not Satisfied

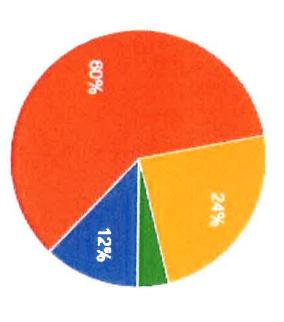
[Families with students in both programs]

What elements of the ENRICH! program are most important to you?



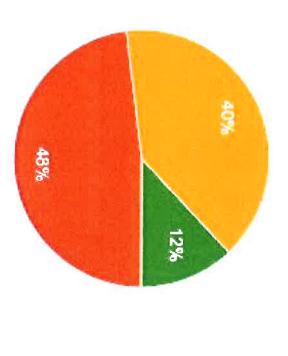
[Families with students in both programs]

How satisfied are you with the ENRICH! program?



- Extremely Satisfied
- Very Satisfied
- Satisfied
- Somewhat satisfied
- Not satisfied

25 responses How satisfied are you with the Traditional program?

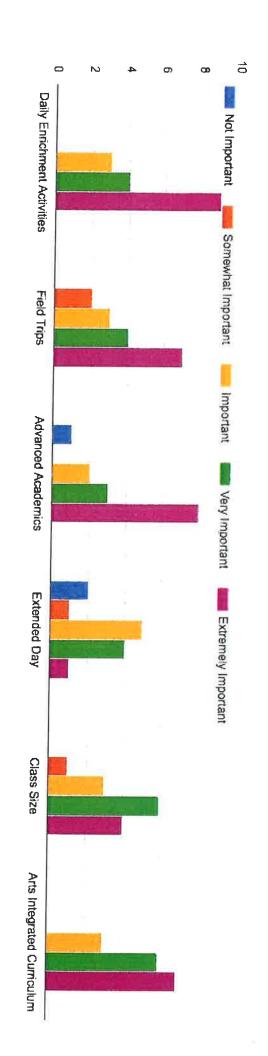


- Extremely Satisfied
- Very Satisfied
 Satisfied
- Somewhat satisfied
- Not satisfied

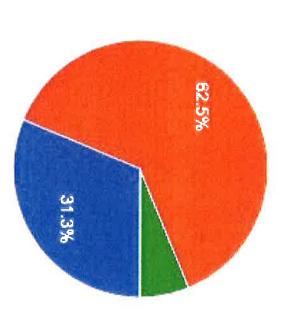
[Moved Traditional to ENRICH!]

What elements of the ENRICH! program are most important to you?

117

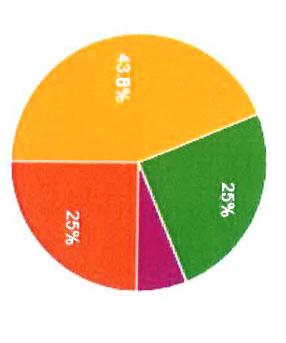


How satisfied are you with the ENRICH! program?



- Extremely Satisfied
- Very Satisfied
- Satisfied
- Somewhat Satisfied
- Not Satisfied

How satisfied were you with the Traditional program?

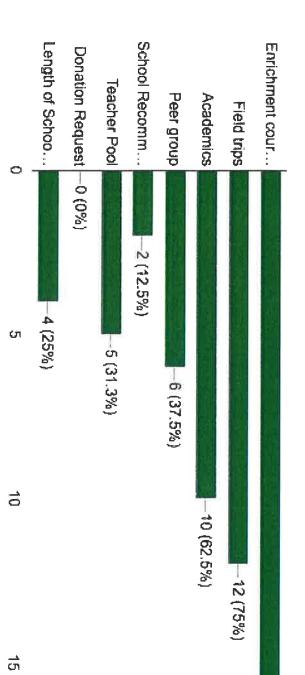


- Extremely Satisfied
- Very Satisfied
- Satisfied
- Somewhat Satisfied
- Not Satisfied

[Moved Traditional to ENRICH!]

What factors influenced your decision to change programs?

) o responses

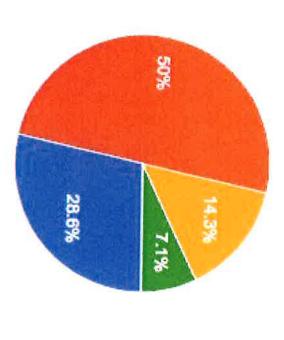


20

16 (100%)

[Moved ENRICH! To Traditional]

How satisfied are you with the Traditional program?

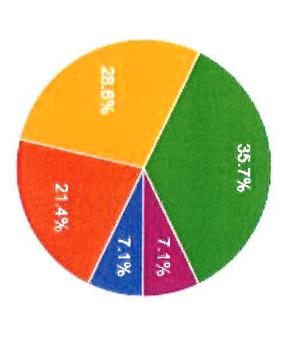


- Extremely Satisfied
- Very Satisfied
- Satisfied
- Somewhat Satisfied
- Not Satisfied

[Moved ENRICH! To Traditional]

How satisfied were you with the ENRICH! program?

14 responses

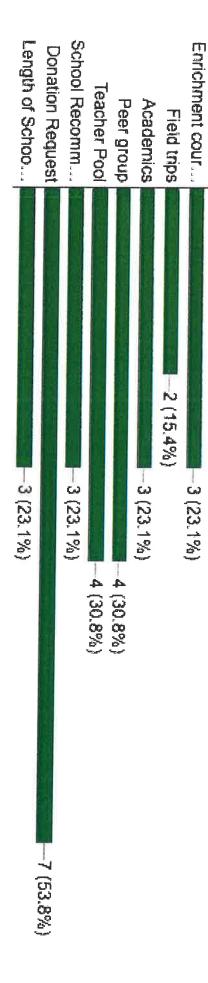


- Extremely Satisfied
- Very Satisfied
- Satisfied
- Somewhat Satisfied
- Not Satisfied

177

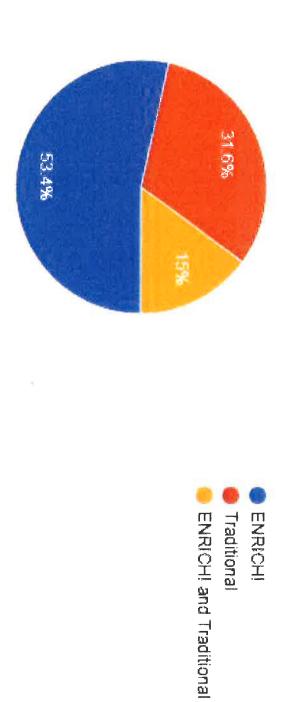
[Moved ENRICH! To Traditional]

What factors influenced your decision to change programs?

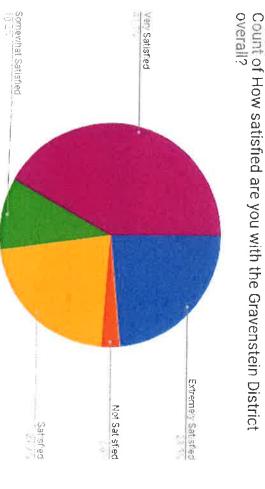


participated in. Please select the program(s) that your student(s) participates in, or has

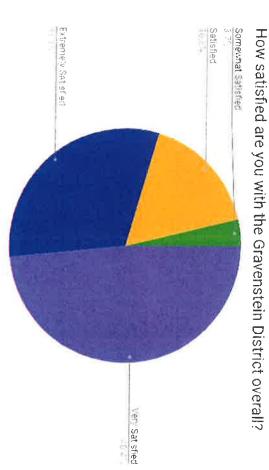
sesponses

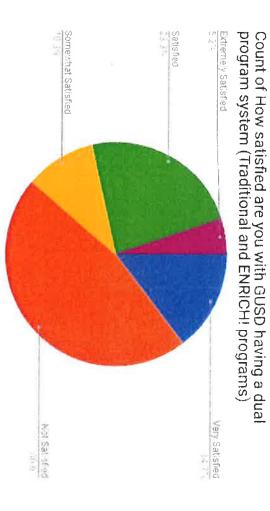


24



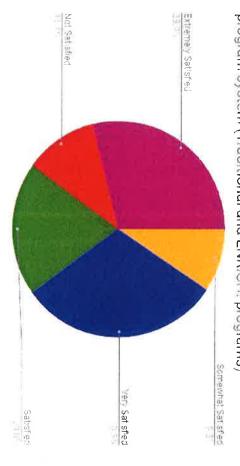
ENRICH! Program



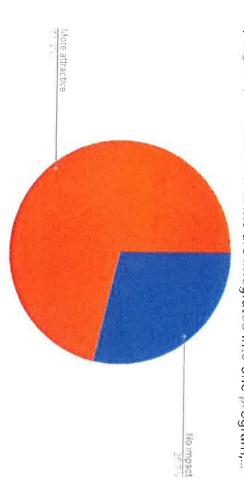


ENRICH! Program

Count of How satisfied are you with GUSD having a dual program system (Traditional and ENRICH! programs)

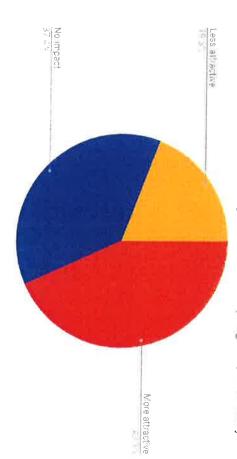


Count of If Gravenstein were to offer a Kindergarten Discovery program, where all students are integrated into one program,...



ENRICH! Program

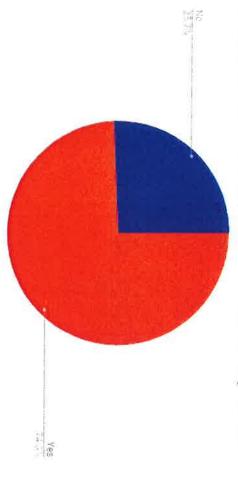
If Gravenstein were to offer a Kindergarten Discovery program, where all students are integrated into one program, with daily...



program for first grade, and your child did not qualify, would you stay at Gravenstein? If your child was in the Kindergarten Discovery program (one program for all), and you applied for the ENRICH!

Traditional Program

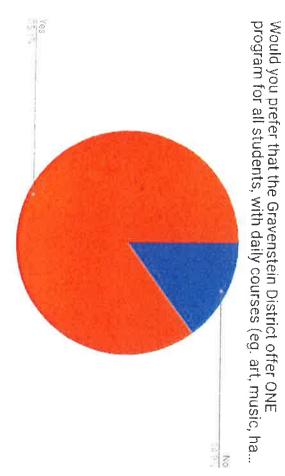
If your child was in the Kindergarten Discovery program (one program for all), and you applied for the ENRICH! program for...



ENRICH! Program

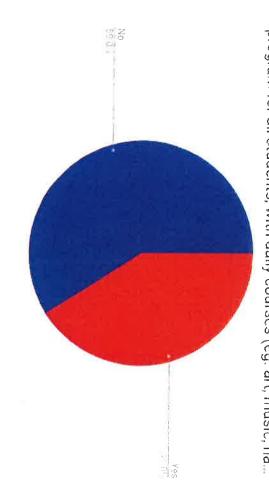
If your child was in the Kindergarten Discovery program (one program for all), and you applied for the ENRICHI program for...





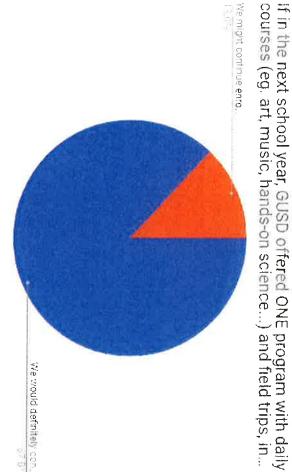
ENRICH! Program

Would you prefer that the Gravenstein District offer ONE program for all students, with daily courses (eg. art, music, ha...



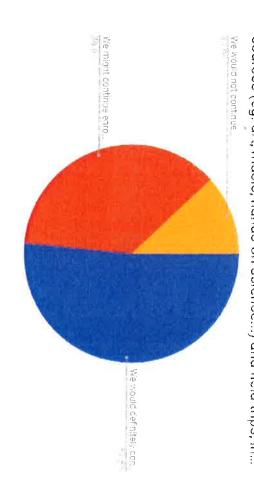
enrollment in our District? and field trips, in addition to the core curriculum in your child's grade level(s), how likely would you be to continue If in the next school year, GUSD offered ONE program with daily courses (eg. art, music, hands-on science...)

Traditional Program



ENRICH! Program

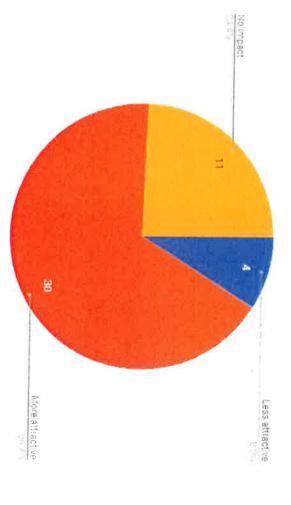
If in the next school year, GUSD offered ONE program with daily courses (eg. art, music, hands-on science...) and field trips, in...

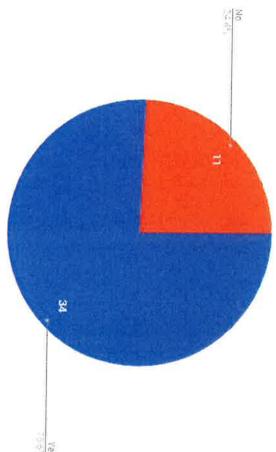


If Gravenstein were to offer a Kindergarten Discovery program, where all students are integrated into one program, with daily courses (eg. art, music, hands-on science...) and field trips in addition to the core curriculum, would this make Gravenstein:

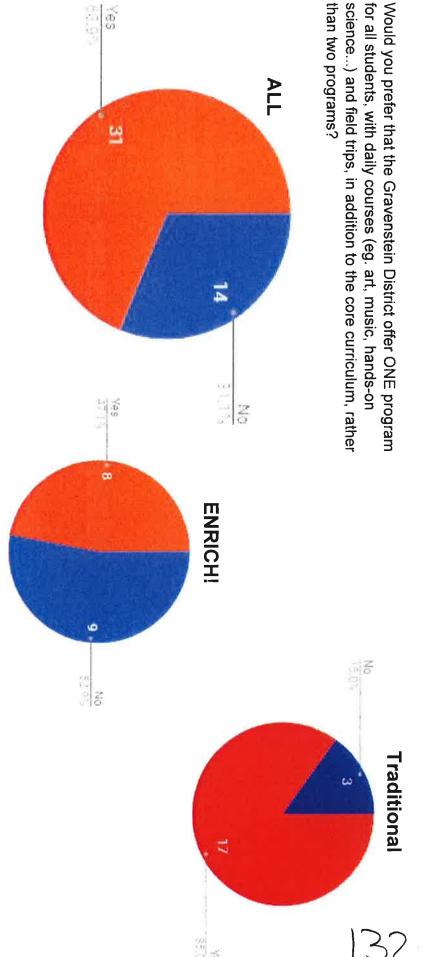
If your child was in the Kindergarten Discovery program (one program for all), and you applied for the ENRICH! program for first grade, and your child did not qualify, would you stay at Gravenstein?

131

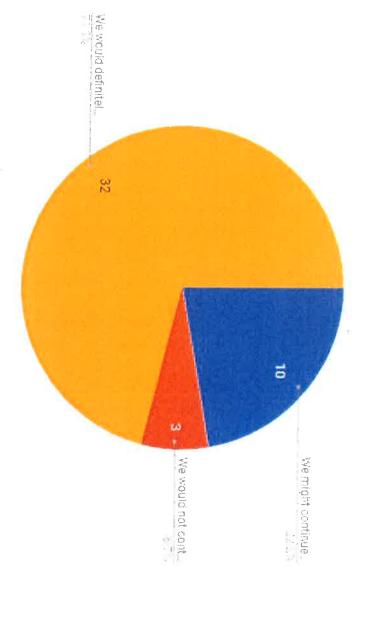




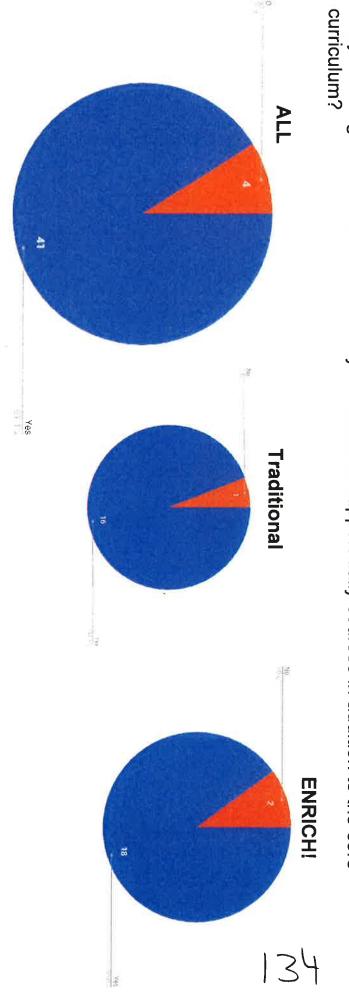
science...) and field trips, in addition to the core curriculum, rather for all students, with daily courses (eg. art, music, hands-on

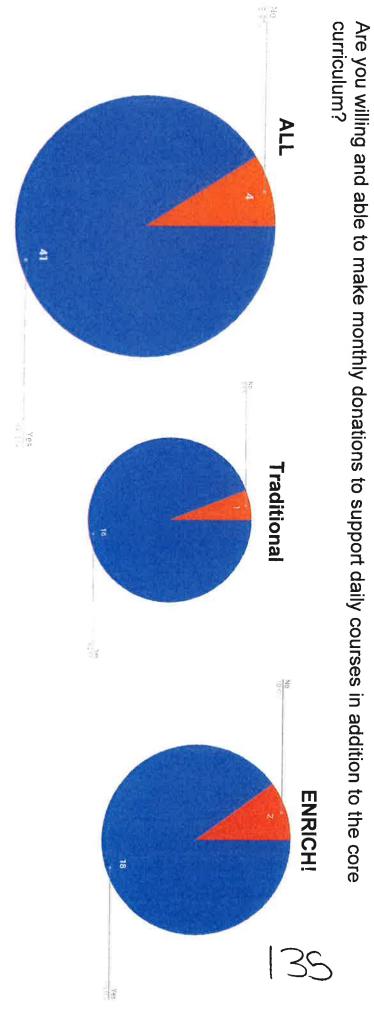


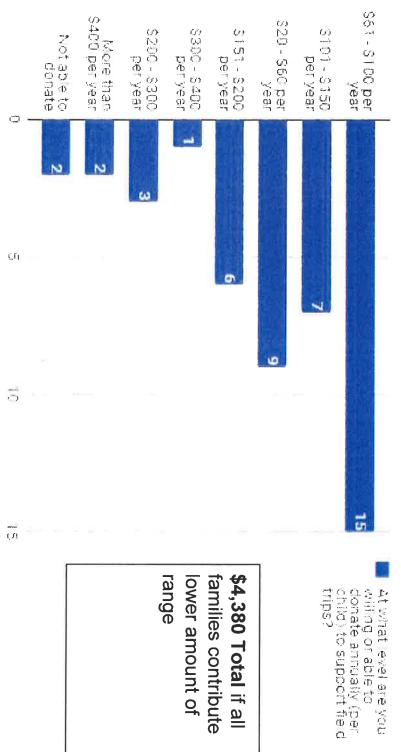
curriculum in your child's grade level(s), how likely would you be to continue enrollment in our District? If in the next school year, GUSD offered ONE program with daily courses (eg. art, music, hands-on science...) and field trips, in addition to the core



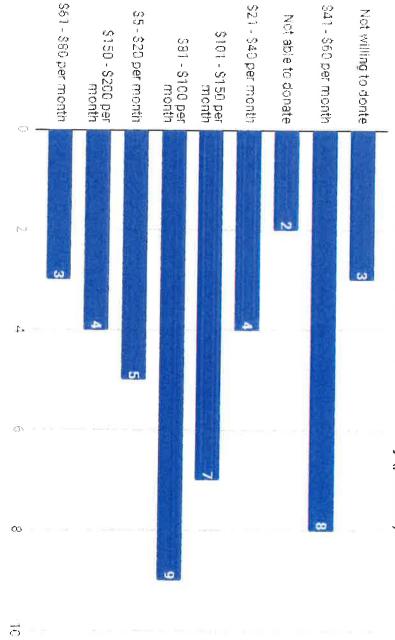
Are you willing and able to make monthly donations to support daily courses in addition to the core







contributions ranging from \$125-\$220 per student, per month. To expand opportunities to ALL students, at what level are you willing or able to donate monthly (per child)? The ENRICH! program currently provides enrichment courses through the support of suggested parent



\$2,633 per month total, based on contributions at the lower end of the range.

VII C

Gravenstein Union School District

Administrative Regulation

Lease-Leaseback Contracts

AR 3311.2

Business and Noninstructional Operations

***Note: The following administrative regulation addresses construction financing contracts that are commonly described as "lease-leaseback" contracts.

Education Code 17406, as amended by AB 2316 (Ch. 521, Statutes of 2016), no longer permits the selection of a lease-leaseback contractor without advertising, and instead requires districts to use a comprehensive "best value" selection process. Education Code 17406, as amended, mandates that any district choosing to award a lease-leaseback contract adopt and publish procedures and guidelines for evaluating the qualifications of proposers that ensure the fair and impartial selection of the "best value" for the district. In addition, for any project that will involve the use of preconstruction services, the request for sealed proposals must require proposers to include the fee to perform the preconstruction services as part of their sealed proposal to the district. Such procedures and guidelines must include, at a minimum, the provisions specified in Education Code 17406 as reflected in the following regulation.***

Note: The lease-leaseback financing method should only be used in coordination with competent technical consultants and legal counsel to ensure all legal requirements are met.

The district may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). (Education Code 17406)

(cf. 3280 - Sale or Lease of District-Owned Real Property) (cf. 3312 - Contracts)

Any lease-leaseback contract shall be awarded through a competitive "best value" procurement process whereby a person, firm, or corporation is selected on the basis of objective criteria for evaluating the qualifications of proposers, with the resulting selection representing the best combination of price and qualifications. To make this determination, the district shall use the following procedures: (Education Code 17400, 17406)

1. Request for Sealed Proposals: The Superintendent or designee shall

prepare a request for sealed proposals which shall include:

- a. An estimate of the project's price
- b. A clear, precise description of any preconstruction services that may be required and the facilities to be constructed
- c. The key elements of the contract to be awarded
- d. A description of the format that proposals shall follow and the elements they shall contain
- e. The standards the district will use in evaluating proposals
- f. The date on which proposals are due
- g. The timetable the district will follow in reviewing and evaluating proposals
- 2. Notice: At least 10 days before the date for receipt of the proposals, the Superintendent or designee shall give notice of the request for sealed proposals using both of the following methods:
- a. Providing notice at least once a week for two weeks in a local newspaper of general circulation pursuant to Public Contract Code 20112
- b. Providing notice in a trade paper of general circulation published in the county where the project is located
- ***Note: The following paragraph is optional and may be revised to reflect district practice.***

The Superintendent or designee also may post the notice on the district's web site or through an electronic portal.

- ***Note: Pursuant to Education Code 17406, the prequalification requirements for contracts that meet the criteria specified in Public Contract Code 20111.6 are also applicable to lease-leaseback contracts. Education Code 17406 requires prequalification for such projects irrespective of whether or not they are funded locally or through state sources.***
- 3. Prequalification: A proposer shall be prequalified in accordance with Public Contract Code 20111.6(b)-(m) in order to submit a proposal. Any electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements.

(cf. 3311 - Bids)

4. Evaluation Criteria: The request for sealed proposals shall identify all criteria that the district will consider in evaluating the proposals and qualifications of the proposers, including relevant experience, safety record, price proposal, and other factors specified by the district. The price proposal shall include, at the district's discretion, either a lump-sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district.

The request for sealed proposals shall specify whether each criterion will be evaluated on a pass-fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract. For each scored criterion, the district shall identify the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score.

- 5. Evaluation of Proposals: All proposals received shall be reviewed to determine whether they meet the format requirements and the standards specified in the request for sealed proposals. The district shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the district.
- 6. Award of Contract: The award of the contract shall be made by the Governing Board to the responsive proposer whose proposal is determined, in writing by the Board, to be the best value to the district.

If the selected proposer refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the second highest best value score, if deemed in the best interest of the district. If that proposer then refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the third highest best value score.

Upon issuance of a contract award, the district shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the contract award and the contract file shall provide sufficient information to satisfy an external audit.

7. Rejection of Proposals: At its discretion, the Board may reject all proposals and request new proposals.

Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the

contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code 17407.5)

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

(cf. 9124 - Attorney)

Legal Reference:
EDUCATION CODE
17400 Definitions
17406 Lease-leaseback contract
17407.5 Use of a skilled and trained workforce
PUBLIC CONTRACT CODE
20111.6 Prequalification procedures
20112 Notices
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

Management Resources:

WEB SITES

CSBA: http://www.csba.org

California Association of School Business Officials: http://www.casbo.org

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CSBA Sample | AR 3311.2 Business and Noninstructional Operations

Lease-Leaseback Contracts

Note: The following administrative regulation addresses construction financing contracts that are commonly described as "lease-leaseback" contracts. Education Code 17406, as amended by AB 2316 (Ch. 521, Statutes of 2016), no longer permits the selection of a lease-leaseback contractor without advertising, and instead requires districts to use a comprehensive "best value" selection process. Education Code 17406, as amended, mandates that any district choosing to award a lease-leaseback contract adopt and publish procedures and guidelines for evaluating the qualifications of proposers that ensure the fair and impartial selection of the "best value" for the district. In addition, for any project that will involve the use of preconstruction services, the request for sealed proposals must require proposers to include the fee to perform the preconstruction services as part of their sealed proposal to the district. Such procedures and guidelines must include, at a minimum, the provisions specified in Education Code 17406 as reflected in the following regulation.

Note: The lease-leaseback financing method should only be used in coordination with competent technical consultants and legal counsel to ensure all legal requirements are met.

The district may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). (Education Code 17406)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

(cf. 3312 - Contracts)

Any lease-leaseback contract shall be awarded through a competitive "best value" procurement process whereby a person, firm, or corporation is selected on the basis of objective criteria for evaluating the qualifications of proposers, with the resulting selection representing the best combination of price and qualifications. To make this determination, the district shall use the following procedures: (Education Code 17400, 17406)

- 1. Request for Sealed Proposals: The Superintendent or designee shall prepare a request for sealed proposals which shall include:
- a. An estimate of the project's price
- b. A clear, precise description of any preconstruction services that may be required and the facilities to be constructed
- c. The key elements of the contract to be awarded
- d. A description of the format that proposals shall follow and the elements they shall contain
- e. The standards the district will use in evaluating proposals
- f. The date on which proposals are due
- g. The timetable the district will follow in reviewing and evaluating proposals
- 2. Notice: At least 10 days before the date for receipt of the proposals, the Superintendent or designee shall give notice of the request for sealed proposals using both of the following methods:
- a. Providing notice at least once a week for two weeks in a local newspaper of general circulation pursuant to Public Contract Code 20112
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Note: The following paragraph is optional and may be revised to reflect district practice.

The Superintendent or designee also may post the notice on the district's web site or through an electronic portal.

Note: Pursuant to Education Code 17406, the prequalification requirements for contracts that meet the criteria specified in Public Contract Code 20111.6 are also applicable to lease-leaseback contracts. Education Code 17406 requires prequalification for such projects irrespective of whether or not they are funded locally or through state sources.

3. Prequalification: A proposer shall be prequalified in accordance with Public Contract Code 20111.6(b)-(m) in order to submit a proposal. Any electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements.

(cf. 3311 - Bids)

4. Evaluation Criteria: The request for sealed proposals shall identify all criteria that the district will consider in evaluating the proposals and qualifications of the proposers, including relevant experience, safety record, price proposal, and other factors specified by the district. The price proposal shall include, at the district's discretion, either a lump-sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district.

The request for sealed proposals shall specify whether each criterion will be evaluated on a pass-fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract. For each scored criterion, the district shall identify the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score.

- 5. Evaluation of Proposals: All-proposals received shall be reviewed to determine whether they meet the format requirements and the standards specified in the request for sealed proposals. The district shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the district.
- 6. Award of Contract: The award of the contract shall be made by the Governing Board to the responsive proposer whose proposal is determined, in writing by the Board, to be the best value to the district.

If the selected proposer refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the second highest best value score, if deemed in the best interest of the district. If that proposer then refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the third highest best value score.

Upon issuance of a contract award, the district shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the contract award and the contract file shall provide sufficient information to satisfy an external audit.

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Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code 17407.5)

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

(cf. 9124 - Attorney)

Legal Reference:

EDUCATION CODE

17400 Definitions

17406 Lease-leaseback contract

17407.5 Use of a skilled and trained workforce

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PUBLIC CONTRACT CODE

20111.6 Prequalification procedures

20112 Notices

COURT DECISIONS

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

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