

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

REGULAR GOVERNING BOARD
MEETING AGENDA
Gravenstein School, Rm. 13

Wednesday, April 12, 2017
5:00 PM

I. CALL TO ORDER

Jim Horn, President
Desiree Beck, Clerk
Gregory Appling
Steven Schwartz
Sandra Wickland

II. PUBLIC COMMENTS

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

III. REPORTS, AND ORAL COMMUNICATIONS

- A. Gravenstein Union Teachers' Association
- B. School Site Council
- C. GSF/MPF
- D. Trustee Reports
- E. Hillcrest Principal Report
- F. Principal/Supt. Report
 - 1. 2016-17 Enrollment
 - 2. 2017-18 Enrollment Outlook
 - 3. Transportation JPA Update
 - 4. Charter School Renewal Update
 - 5. Update on modernization funding with Jack Schreder & Associates
 - 1. SAB 50 submitted
 - 6. Gravenstein Elementary ELA adoption timeline
 - 1. April 20 ERD: Staff mtg to assemble program/student needs
 - 2. May 18 ERD: SCOE ELA teacher on loan here w/ publisher samples to compare/contrast and select pilot program
 - 3. Request materials for teachers to review over summer
 - 7. Update on 2017-18 calendar negotiation
 - 8. Highlights from 2016-17 calendar end-of-year events
 - 9. Report on TK-2nd grade intervention services
 - 10. Hiring anticipated for 2017-18:
 - 1. Nurse
 - 2. Gravenstein Secretary
 - 3. Principal/Lead Teacher
 - 4. Elementary Teacher (3-4 positions, depending on leaves)

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- 5. Middle School Teacher (1-2, depending on leaves)
- 6. Spanish Teacher
- 7. PE Teacher (Gravenstein site)

11. LCAP Stakeholder’s input phase:

- 1. School Site Council has begun LCAP update & stakeholder input process
- 2. Open stakeholder’s meeting for parents, staff, board and community Friday, March 10, 2017 @ HMS Rm. 6
- 3. School Site Council met to work on LCAP Tues, March 28 @ 3:45 PM
- 4. Next SSC meeting to work on LCAP is Tues., April 25 @ 3:45 PM

12. CAASPP Testing Update

- 1. GUSD’s testing window will be April 25-May 17, 2017
- 2. Currently – Ensuring we have adequate, working computer stations for testing
- 3. Taking inventory of Chromebooks and headphones
- 4. IT assessing & prepping computers
- 5. Brad Carn, Petria Sully, and Jennifer Schwinn working with staff to prepare for testing
 - a. Interim assessments completed
 - b. Stress test of system successfully completed

IV. CONSENT AGENDA

ACTION ITEM

- A. Minutes of Regular Meeting March 8, 2017
- B. Warrants/Payroll
- C. Budget Updates and Transfers
- D. Acknowledge resignations from the following staff effective June 8, 2017:
 - 1. Colleen Clement – 7th gr Enrich!, 1.0FTE
 - 2. Lynda Hillehiem – Spanish, 1.0FTE
 - 3. Carmen Molina – 4th gr Traditional, 1.0FTE
- E. **Approve Williams Quarterly Report**
- F. **MOU w/ SCOE to Obtain Low-Cost Internet Services**
 - 1. The Board will be asked to renew an annual MOU with SCOE, to provide low-cost internet services to schools.

Action taken/comments:

Motion _____ Second _____ Vote _____

V. BUSINESS

A. Update on Phase II & Phase III

GRAVENSTEIN UNION SCHOOL DISTRICT
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The Board will receive a report by Doug Hilberman of AXIA on Phase II and III of the District building projects.

Action taken/comments:

Motion _____ Second _____ Vote _____

B. Approve Change Orders, Phase II

The Board will be asked to approve the following change orders:

1. Change Order 73	Additional Alarm Work In Pump House	\$8,821.16
2. Change Order 74	Over Time During Framing	\$1,074.17
3. Change Order 67	Attic Modifications	\$7,997.04

Action taken/comments:

Motion _____ Second _____ Vote _____

C. Approval of MOU w/ MPF for 2017-18

The Board will be asked to consider the proposed revised MOU with MPF for the 2017-18 school year. The new draft reflects some changes that will allow MPF to cut approximately \$35K from their annual budget to avoid on-going deficit spending.

Action taken/comments:

Motion _____ Second _____ Vote _____

D. Consider Prop 39 Consultants

The Board will be asked to select a Prop 39 consultant to provide energy master planning services, based on the qualifications of the applicants. The master plan is a necessary step towards utilizing the Prop 39 funding available to the District.

Action taken/comments:

Motion _____ Second _____ Vote _____

E. Approve Resolution # 170412-1- Join CUPCCA

GRAVENSTEIN UNION SCHOOL DISTRICT
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The Board will be asked to approve the resolution to participate in the CA Uniform Public Construction Cost Accounting Act - CUPCCA, for the purpose of installing a shade structure in the summer of 2017, at a competitive pricing.

Action taken/comments:

Motion _____ Second _____ Vote _____

F. Approve Fund Transfers

The Board will be asked to approve the transfer of funds from the General Fund, Fund 01 unallocated reserve, to Fund 40 in the amount of \$127,244

Action taken/comments:

Motion _____ Second _____ Vote _____

G. Accept Bond Report

The Board will be asked to accept the required Bond Report, as presented by CBO Holden.

Action taken/comments:

Motion _____ Second _____ Vote _____

H. Approve Technology for Primary Grades

The Board will be asked to approve the next phase of technology upgrade for the District – adding laptops to the TK-1st grade classrooms at an approximate cost of \$29,210, plus the cost of headphones and storage containers.

Action taken/comments:

Motion _____ Second _____ Vote _____

I. Approve Updated Quote from NSP3 for Shade Structure

The Board will be asked to approve an updated quote from NSP3, for the purchase of shade structure material to install at Gravenstein Elementary. The previously approved quote included the labor, which needed to be separated out. The District has gained membership in the National Purchasing Partners –NPP, to obtain the materials.

Action taken/comments:

Motion _____ Second _____ Vote _____

VI. GENERAL

GRAVENSTEIN UNION SCHOOL DISTRICT
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A. Leadership Team -- Inquiry into the Dual Program System

The Leadership team has the following concepts to share with the Board:
Pilot concept for "Enrich! for All" in grades TK/K & 6
Supt. Schwinn will also share a concept for a technology program at Hillcrest for the Board's consideration.

Action taken/comments:

Motion _____ Second _____ Vote _____

B. Discussion on the Community Use of District Facilities

The Board will receive comment on the community use of District facilities pursuant to District policies BP/AR 1330.

Action taken/comments:

Motion _____ Second _____ Vote _____

VII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

VIII. CLOSED SESSION

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

- 1) Conference with Labor Negotiator
District Negotiator: Jennifer Schwinn, Superintendent
Represented Employees: Gravenstein Union Teachers Assoc.
- 2) Potential Litigation per GC 54956.9(d) – Inquiry OCR
- 3) Public Employee Discipline/Dismissal/Release
- 4) Consider leave request of Middle School Math Teacher, to continue to the 2017-18 school year. Resulting in a leave from .43FTE and paid for .57FTE (or 3.99 hours/day, 4 periods per day, plus 26 minutes per day to cover staff mtgs; parent mtgs; student tutoring, etc.)
- 5) Superintendent Evaluation

IX. OPEN SESSION

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

X. FUTURE BOARD MEETINGS:

I. Next Regular Board Meeting: May 10, 2017—5 p.m.

XI. ADJOURNMENT

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

Gravenstein Union School District

April 2017		TK	K	1	2	3	4	5	6	7	8	Totals
Teachers												
Crandall	ENRICH!		19									19
Briggs	ENRICH!		20									20
Trivunovic			19									19
Reid-Tomsky	TK	17	2									19
Redfern			21									21
Candau	ENRICH!			21								21
Kindred	ENRICH!			21								21
Dellosa				21								21
Clement				21								21
Otterson					21							21
Basque	ENRICH!				20							20
DeBolt	ENRICH!				20							20
Sprinkle					20							20
Vestal						21						21
Mattish	ENRICH!					20						20
Nordstrom	ENRICH!					21						21
Haas						20						20
Brown	ENRICH!						26					26
Sully	ENRICH!						22					22
Molina							21					21
Davis							11					11
Gorman	ENRICH!							25				25
Pugno	ENRICH!							24				24
Urmini								18				18
Davis								10				10
Helton									16			16
Kinman									16			16
Dexter	ENRICH!								24			24
Rich	ENRICH!								25			25
Collins	ENRICH!									26		26
Clements	ENRICH!									25		25
Blanco										19		19
Sotiras										18		18
Cole											33	33
Shore	ENRICH!										26	26
Sporrer	ENRICH!										28	28
Gravenstein Campus		17	81	84	81	82	80	67				492
Hillcrest Campus									81	88	87	256
April 2017	2017	17	81	84	81	82	80	67	81	88	87	748
April	2016		99	78	84	73	78	73	88	85	83	
April	2015		96	78	71	70	68	74	70	84	115	726
April	2014		100	64	69	65	71	66	72	103	105	715
April	2013		81	68	68	61	69	69	85	107	101	709
April	2012		79	71	61	65	63	85	89	95	79	687

2016
485
256
741



Charter Renewal Process

Executive summary:

CA Charter renewal process is governed by Ed Code 47607

The renewal process is the following:

- The school principals submit new petitions to the District.
- The new petition must be written to include any updates required by law since the original charter was issued.
- School and College Legal is contacted to receive the legal updates over the last five years (e.g. 8 state priority areas of the LCAP).
- Within 30 days of receiving the new petition, the Board must hold a public hearing. The hearing allows the public, teachers, parents, to give the Board input on the level of support for the charter renewal.
- Within a total of 60 days from the receipt of the petition the Board decides at another Board meeting whether or not to renew the charter.
- If the Board determines to renew the charter then the following is sent to the CDE:
 - A copy of the renewed petition
 - Board minutes indicating the approval
 - How the charter qualifies for renewal
 - Ed Code 47607 requires that the charter meet 1 of 4 criteria for approval
 - The qualification can be illustrated via an executive summary or letter from the district superintendent.
- The Board must take action to renew the charter by June 30, 2017.



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EDUCATION CODE - EDC

TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 64100] (Title 2 enacted by Stats. 1976, Ch. 1010.)

DIVISION 4. INSTRUCTION AND SERVICES [46000 - 64100] (Division 4 enacted by Stats. 1976, Ch. 1010.)

PART 26.8. CHARTER SCHOOLS [47600 - 47664] (Part 26.8 added by Stats. 1992, Ch. 781, Sec. 1.)

CHAPTER 2. Establishment of Charter Schools [47605 - 47608] (Chapter 2 added by Stats. 1992, Ch. 781, Sec. 1.)

47607. (a) (1) A charter may be granted pursuant to Sections 47605, 47605.5, and 47606 for a period not to exceed five years. A charter granted by a school district governing board, a county board of education, or the state board may be granted one or more subsequent renewals by that entity. Each renewal shall be for a period of five years. A material revision of the provisions of a charter petition may be made only with the approval of the authority that granted the charter. The authority that granted the charter may inspect or observe any part of the charter school at any time.

(2) Renewals and material revisions of charters are governed by the standards and criteria in Section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.

(3) (A) The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal.

(B) For purposes of this section, "all groups of pupils served by the charter school" means a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052, served by the charter school.

(b) Commencing on January 1, 2005, or after a charter school has been in operation for four years, whichever date occurs later, a charter school shall meet at least one of the following criteria before receiving a charter renewal pursuant to paragraph (1) of subdivision (a):

(1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years both schoolwide and for all groups of pupils served by the charter school.

(2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.

(3) Ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years.

(4) (A) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.

(B) The determination made pursuant to this paragraph shall be based upon all of the following:

(i) Documented and clear and convincing data.

(ii) Pupil achievement data from assessments, including, but not limited to, the Standardized Testing and Reporting Program established by Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 for demographically similar pupil populations in the comparison schools.

(iii) Information submitted by the charter school.

(C) A chartering authority shall submit to the Superintendent copies of supporting documentation and a written summary of the basis for any determination made pursuant to this paragraph. The Superintendent shall review the materials and make recommendations to the chartering authority based on that review. The review may be the basis for a recommendation made pursuant to Section 47604.5.

(D) A charter renewal may not be granted to a charter school prior to 30 days after that charter school submits materials pursuant to this paragraph.

(5) Qualified for an alternative accountability system pursuant to subdivision (h) of Section 52052.

(c) (1) A charter may be revoked by the authority that granted the charter under this chapter if the authority finds, through a showing of substantial evidence, that the charter school did any of the following:

(A) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.

(B) Failed to meet or pursue any of the pupil outcomes identified in the charter.

(C) Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.

(D) Violated any provision of law.

(2) The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to revoke a charter.

(d) Before revocation, the authority that granted the charter shall notify the charter school of any violation of this section and give the school a reasonable opportunity to remedy the violation, unless the authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils.

(e) Before revoking a charter for failure to remedy a violation pursuant to subdivision (d), and after expiration of the school's reasonable opportunity to remedy without successfully remedying the violation, the chartering authority shall provide a written notice of intent to revoke and notice of facts in support of revocation to the charter school. No later than 30 days after providing the notice of intent to revoke a charter, the chartering authority shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, the chartering authority shall issue a final decision to revoke or decline to revoke the charter, unless the chartering authority and the charter school agree to extend the issuance of the decision by an additional 30 days. The chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.

(f) (1) If a school district is the chartering authority and it revokes a charter pursuant to this section, the charter school may appeal the revocation to the county board of education within 30 days following the final decision of the chartering authority.

(2) The county board of education may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (e) are not supported by substantial evidence. The school district may appeal the reversal to the state board.

(3) If the county board of education does not issue a decision on the appeal within 90 days of receipt, or the county board of education upholds the revocation, the charter school may appeal the revocation to the state board.

(4) The state board may reverse the revocation decision if the state board determines that the findings made by the chartering authority under subdivision (e) are not supported by substantial evidence. The state board may uphold the revocation decision of the school district if the state board determines that the findings made by the chartering authority under subdivision (e) are supported by substantial evidence.

(g) (1) If a county office of education is the chartering authority and the county board of education revokes a charter pursuant to this section, the charter school may appeal the revocation to the state board within 30 days following the decision of the chartering authority.

(2) The state board may reverse the revocation decision if the state board determines that the findings made by the chartering authority under subdivision (e) are not supported by substantial evidence.

(h) If the revocation decision of the chartering authority is reversed on appeal, the agency that granted the charter shall continue to be regarded as the chartering authority.

(i) During the pendency of an appeal filed under this section, a charter school, whose revocation proceedings are based on subparagraph (A) or (B) of paragraph (1) of subdivision (c), shall continue to qualify as a charter school for funding and for all other purposes of this part, and may continue to hold all existing grants, resources, and facilities, in order to ensure that the education of pupils enrolled in the school is not disrupted.

(j) Immediately following the decision of a county board of education to reverse a decision of a school district to revoke a charter, the following shall apply:

(1) The charter school shall qualify as a charter school for funding and for all other purposes of this part.

(2) The charter school may continue to hold all existing grants, resources, and facilities.

(3) Any funding, grants, resources, and facilities that had been withheld from the charter school, or that the charter school had otherwise been deprived of use, as a result of the revocation of the charter shall be immediately reinstated or returned.

(k) A final decision of a revocation or appeal of a revocation pursuant to subdivision (c) shall be reported to the chartering authority, the county board of education, and the department.

(Amended by Stats. 2012, Ch. 576, Sec. 3. Effective January 1, 2013.)



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SB-1290 Charter schools: establishment, renewal, and revocation. (2011-2012)

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Senate Bill No. 1290

CHAPTER 576

An act to amend Sections 47605, 47605.6, and 47607 of the Education Code, relating to charter schools.

[Approved by Governor September 26, 2012. Filed with Secretary of State September 26, 2012.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1290, Alquist. Charter schools: establishment, renewal, and revocation.

(1) The Charter Schools Act of 1992 specifies the procedures for the submission, review, and approval or denial of a petition to establish a standard or countywide charter school, which include, but are not limited to, a requirement that the petition contain measurable pupil outcomes.

This bill would require those pupil outcomes to include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, which this bill would define.

(2) The Charter Schools Act of 1992 limits the duration of charters to a period not to exceed 5 years and authorizes the chartering authority to grant one or more subsequent renewals for an additional period of 5 years. To receive a renewal, existing law requires a charter school to meet at least one of several criteria.

This bill would revise the criteria relating to the attainment of the charter school's Academic Performance Index growth target in prior years and would require those growth targets to be met both schoolwide and for all groups of pupils served by the charter school. The bill also would require the chartering authority to consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal.

(3) Existing law authorizes a chartering authority to revoke a charter if it finds substantial evidence that the charter school committed one of several violations.

This bill would require a chartering authority to consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to revoke a charter.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 47605 of the Education Code is amended to read:

47605. (a) (1) Except as set forth in paragraph (2), a petition for the establishment of a charter school within a school district may be circulated by one or more persons seeking to establish the charter school. A petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of that school district. A charter school may propose to operate at multiple sites within the school district, as long as each location is identified in the charter school petition. The petition may be submitted to the governing board of the school district for review after either of the following conditions is met:

(A) The petition is signed by a number of parents or legal guardians of pupils that is equivalent to at least one-half of the number of pupils that the charter school estimates will enroll in the school for its first year of operation.

(B) The petition is signed by a number of teachers that is equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the school during its first year of operation.

(2) A petition that proposes to convert an existing public school to a charter school that would not be eligible for a loan pursuant to subdivision (b) of Section 41365 may be circulated by one or more persons seeking to establish the charter school. The petition may be submitted to the governing board of the school district for review after the petition is signed by not less than 50 percent of the permanent status teachers currently employed at the public school to be converted.

(3) A petition shall include a prominent statement that a signature on the petition means that the parent or legal guardian is meaningfully interested in having his or her child or ward attend the charter school, or in the case of a teacher's signature, means that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition.

(4) After receiving approval of its petition, a charter school that proposes to establish operations at one or more additional sites shall request a material revision to its charter and shall notify the authority that granted its charter of those additional locations. The authority that granted its charter shall consider whether to approve those additional locations at an open, public meeting. If the additional locations are approved, they shall be a material revision to the charter school's charter.

(5) A charter school that is unable to locate within the jurisdiction of the chartering school district may establish one site outside the boundaries of the school district, but within the county in which that school district is located, if the school district within the jurisdiction of which the charter school proposes to operate is notified in advance of the charter petition approval, the county superintendent of schools and the Superintendent are notified of the location of the charter school before it commences operations, and either of the following circumstances exists:

(A) The school has attempted to locate a single site or facility to house the entire program, but a site or facility is unavailable in the area in which the school chooses to locate.

(B) The site is needed for temporary use during a construction or expansion project.

(6) Commencing January 1, 2003, a petition to establish a charter school may not be approved to serve pupils in a grade level that is not served by the school district of the governing board considering the petition, unless the petition proposes to serve pupils in all of the grade levels served by that school district.

(b) No later than 30 days after receiving a petition, in accordance with subdivision (a), the governing board of the school district shall hold a public hearing on the provisions of the charter, at which time the governing

board of the school district shall consider the level of support for the petition by teachers employed by the district, other employees of the district, and parents. Following review of the petition and the public hearing, the governing board of the school district shall either grant or deny the charter within 60 days of receipt of the petition, provided, however, that the date may be extended by an additional 30 days if both parties agree to the extension. In reviewing petitions for the establishment of charter schools pursuant to this section, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged. The governing board of the school district shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice. The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:

- (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
- (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
- (3) The petition does not contain the number of signatures required by subdivision (a).
- (4) The petition does not contain an affirmation of each of the conditions described in subdivision (d).
- (5) The petition does not contain reasonably comprehensive descriptions of all of the following:
 - (A) (i) A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.
 - (ii) If the proposed school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements.
 - (B) The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607.
 - (C) The method by which pupil progress in meeting those pupil outcomes is to be measured.
 - (D) The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.
 - (E) The qualifications to be met by individuals to be employed by the school.
 - (F) The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237.
 - (G) The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.

(H) Admission requirements, if applicable.

(I) The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.

(J) The procedures by which pupils can be suspended or expelled.

(K) The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.

(L) The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.

(M) A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.

(N) The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.

(O) A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.

(P) A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.

(c) (1) Charter schools shall meet all statewide standards and conduct the pupil assessments required pursuant to Sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools.

(2) Charter schools shall, on a regular basis, consult with their parents, legal guardians, and teachers regarding the school's educational programs.

(d) (1) In addition to any other requirement imposed under this part, a charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any pupil on the basis of the characteristics listed in Section 220. Except as provided in paragraph (2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school.

(2) (A) A charter school shall admit all pupils who wish to attend the school.

(B) If the number of pupils who wish to attend the charter school exceeds the school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the district except as provided for in Section 47614.5. Other preferences may be permitted by the chartering authority on an individual school basis and only if consistent with the law.

(C) In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the charter school and in no event shall take any action to impede the charter school from expanding enrollment to meet pupil demand.

(3) If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known

address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. This paragraph applies only to pupils subject to compulsory full-time education pursuant to Section 48200.

(e) The governing board of a school district shall not require any employee of the school district to be employed in a charter school.

(f) The governing board of a school district shall not require any pupil enrolled in the school district to attend a charter school.

(g) The governing board of a school district shall require that the petitioner or petitioners provide information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be used by the school, the manner in which administrative services of the school are to be provided, and potential civil liability effects, if any, upon the school and upon the school district. The description of the facilities to be used by the charter school shall specify where the school intends to locate. The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation.

(h) In reviewing petitions for the establishment of charter schools within the school district, the governing board of the school district shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences to pupils identified by the petitioner or petitioners as academically low achieving pursuant to the standards established by the department under Section 54032, as it read before July 19, 2006.

(i) Upon the approval of the petition by the governing board of the school district, the petitioner or petitioners shall provide written notice of that approval, including a copy of the petition, to the applicable county superintendent of schools, the department, and the state board.

(j) (1) If the governing board of a school district denies a petition, the petitioner may elect to submit the petition for the establishment of a charter school to the county board of education. The county board of education shall review the petition pursuant to subdivision (b). If the petitioner elects to submit a petition for establishment of a charter school to the county board of education and the county board of education denies the petition, the petitioner may file a petition for establishment of a charter school with the state board, and the state board may approve the petition, in accordance with subdivision (b). A charter school that receives approval of its petition from a county board of education or from the state board on appeal shall be subject to the same requirements concerning geographic location to which it would otherwise be subject if it received approval from the entity to which it originally submitted its petition. A charter petition that is submitted to either a county board of education or to the state board shall meet all otherwise applicable petition requirements, including the identification of the proposed site or sites where the charter school will operate.

(2) In assuming its role as a chartering agency, the state board shall develop criteria to be used for the review and approval of charter school petitions presented to the state board. The criteria shall address all elements required for charter approval, as identified in subdivision (b) and shall define "reasonably comprehensive" as used in paragraph (5) of subdivision (b) in a way that is consistent with the intent of this part. Upon satisfactory completion of the criteria, the state board shall adopt the criteria on or before June 30, 2001.

(3) A charter school for which a charter is granted by either the county board of education or the state board based on an appeal pursuant to this subdivision shall qualify fully as a charter school for all funding and other purposes of this part.

(4) If either the county board of education or the state board fails to act on a petition within 120 days of receipt, the decision of the governing board of the school district to deny a petition shall, thereafter, be subject to judicial review.

(5) The state board shall adopt regulations implementing this subdivision.

(6) Upon the approval of the petition by the county board of education, the petitioner or petitioners shall

provide written notice of that approval, including a copy of the petition to the department and the state board.

(k) (1) The state board may, by mutual agreement, designate its supervisory and oversight responsibilities for a charter school approved by the state board to any local educational agency in the county in which the charter school is located or to the governing board of the school district that first denied the petition.

(2) The designated local educational agency shall have all monitoring and supervising authority of a chartering agency, including, but not limited to, powers and duties set forth in Section 47607, except the power of revocation, which shall remain with the state board.

(3) A charter school that is granted its charter through an appeal to the state board and elects to seek renewal of its charter shall, before expiration of the charter, submit its petition for renewal to the governing board of the school district that initially denied the charter. If the governing board of the school district denies the school's petition for renewal, the school may petition the state board for renewal of its charter.

(l) Teachers in charter schools shall hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. These documents shall be maintained on file at the charter school and are subject to periodic inspection by the chartering authority. It is the intent of the Legislature that charter schools be given flexibility with regard to noncore, noncollege preparatory courses.

(m) A charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (b), to its chartering entity, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering entity, and the department by December 15 of each year. This subdivision does not apply if the audit of the charter school is encompassed in the audit of the chartering entity pursuant to Section 41020.

SEC. 2. Section 47605.6 of the Education Code is amended to read:

47605.6. (a) (1) In addition to the authority provided by Section 47605.5, a county board of education may also approve a petition for the operation of a charter school that operates at one or more sites within the geographic boundaries of the county and that provides instructional services that are not generally provided by a county office of education. A county board of education may approve a countywide charter only if it finds, in addition to the other requirements of this section, that the educational services to be provided by the charter school will offer services to a pupil population that will benefit from those services and that cannot be served as well by a charter school that operates in only one school district in the county. A petition for the establishment of a countywide charter school pursuant to this subdivision may be circulated throughout the county by any one or more persons seeking to establish the charter school. The petition may be submitted to the county board of education for review after either of the following conditions is met:

(A) The petition is signed by a number of parents or guardians of pupils residing within the county that is equivalent to at least one-half of the number of pupils that the charter school estimates will enroll in the school for its first year of operation and each of the school districts where the charter school petitioner proposes to operate a facility has received at least 30 days' notice of the petitioner's intent to operate a school pursuant to this section.

(B) The petition is signed by a number of teachers that is equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the school during its first year of operation and each of the school districts where the charter school petitioner proposes to operate a facility has received at least 30 days' notice of the petitioner's intent to operate a school pursuant to this section.

(2) An existing public school may not be converted to a charter school in accordance with this section.

(3) After receiving approval of its petition, a charter school that proposes to establish operations at additional sites within the geographic boundaries of the county board of education shall notify the school districts where

those sites will be located. The charter school shall also request a material revision of its charter by the county board of education that approved its charter and the county board of education shall consider whether to approve those additional locations at an open, public meeting, held no sooner than 30 days following notification of the school districts where the sites will be located. If approved, the location of the approved sites shall be a material revision of the school's approved charter.

(4) A petition shall include a prominent statement indicating that a signature on the petition means that the parent or guardian is meaningfully interested in having his or her child or ward attend the charter school, or in the case of a teacher's signature, means that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition.

(b) No later than 60 days after receiving a petition, in accordance with subdivision (a), the county board of education shall hold a public hearing on the provisions of the charter, at which time the county board of education shall consider the level of support for the petition by teachers, parents or guardians, and the school districts where the charter school petitioner proposes to place school facilities. Following review of the petition and the public hearing, the county board of education shall either grant or deny the charter within 90 days of receipt of the petition. However, this date may be extended by an additional 30 days if both parties agree to the extension. A county board of education may impose any additional requirements beyond those required by this section that it considers necessary for the sound operation of a countywide charter school. A county board of education may grant a charter for the operation of a school under this part only if the board is satisfied that granting the charter is consistent with sound educational practice and that the charter school has reasonable justification for why it could not be established by petition to a school district pursuant to Section 47605. The county board of education shall deny a petition for the establishment of a charter school if the board finds one or more of the following:

(1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.

(2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

(3) The petition does not contain the number of signatures required by subdivision (a).

(4) The petition does not contain an affirmation of each of the conditions described in subdivision (d).

(5) The petition does not contain reasonably comprehensive descriptions of all of the following:

(A) (i) A description of the educational program of the school, designed, among other things, to identify those pupils whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.

(ii) If the proposed charter school will enroll high school pupils, a description of the manner in which the charter school will inform parents regarding the transferability of courses to other public high schools. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered to be transferable to other public high schools.

(iii) If the proposed charter school will enroll high school pupils, information as to the manner in which the charter school will inform parents as to whether each individual course offered by the charter school meets college entrance requirements. Courses approved by the University of California or the California State University as satisfying their prerequisites for admission may be considered as meeting college entrance requirements for purposes of this clause.

(B) The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and aptitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of

Section 47607.

- (C) The method by which pupil progress in meeting those pupil outcomes is to be measured.
- (D) The location of each charter school facility that the petitioner proposes to operate.
- (E) The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.
- (F) The qualifications to be met by individuals to be employed by the school.
- (G) The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237.
- (H) The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.
- (I) The manner in which annual, independent, financial audits shall be conducted, in accordance with regulations established by the state board, and the manner in which audit exceptions and deficiencies shall be resolved.
- (J) The procedures by which pupils can be suspended or expelled.
- (K) The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
- (L) The procedures to be followed by the charter school and the county board of education to resolve disputes relating to provisions of the charter.
- (M) A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code).
- (N) Admission requirements of the charter school, if applicable.
- (O) The public school attendance alternatives for pupils residing within the county who choose not to attend the charter school.
- (P) A description of the rights of an employee of the county office of education, upon leaving the employment of the county office of education, to be employed by the charter school, and a description of any rights of return to the county office of education that an employee may have upon leaving the employ of the charter school.
- (Q) A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of public records.
- (6) Any other basis that the county board of education finds justifies the denial of the petition.
- (c) A county board of education that approves a petition for the operation of a countywide charter may, as a condition of charter approval, enter into an agreement with a third party, at the expense of the charter school, to oversee, monitor, and report to the county board of education on the operations of the charter school. The county board of education may prescribe the aspects of the charter school's operations to be monitored by the third party and may prescribe appropriate requirements regarding the reporting of information concerning the operations of the charter school to the county board of education.
- (d) (1) Charter schools shall meet all statewide standards and conduct the pupil assessments required

pursuant to Section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools.

(2) Charter schools shall on a regular basis consult with their parents and teachers regarding the school's educational programs.

(e) (1) In addition to any other requirement imposed under this part, a charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any pupil on the basis of ethnicity, national origin, gender, gender identity, gender expression, or disability. Except as provided in paragraph (2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or guardian, within this state.

(2) (A) A charter school shall admit all pupils who wish to attend the school.

(B) If the number of pupils who wish to attend the charter school exceeds the school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the county except as provided for in Section 47614.5. Other preferences may be permitted by the chartering authority on an individual school basis and only if consistent with the law.

(C) In the event of a drawing, the county board of education shall make reasonable efforts to accommodate the growth of the charter school and in no event shall take any action to impede the charter school from expanding enrollment to meet pupil demand.

(f) The county board of education shall not require any employee of the county or a school district to be employed in a charter school.

(g) The county board of education shall not require any pupil enrolled in a county program to attend a charter school.

(h) The county board of education shall require that the petitioner or petitioners provide information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be used by the school, the manner in which administrative services of the school are to be provided, and potential civil liability effects, if any, upon the school, any school district where the charter school may operate, and upon the county board of education. The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation.

(i) In reviewing petitions for the establishment of charter schools within the county, the county board of education shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences to pupils identified by the petitioner or petitioners as academically low achieving pursuant to the standards established by the department under Section 54032, as it read before July 19, 2006.

(j) Upon the approval of the petition by the county board of education, the petitioner or petitioners shall provide written notice of that approval, including a copy of the petition, to the school districts within the county, the Superintendent, and to the state board.

(k) If a county board of education denies a petition, the petitioner may not elect to submit the petition for the establishment of the charter school to the state board.

(l) Teachers in charter schools shall be required to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. These documents shall be maintained on file at the charter school and shall be subject to periodic inspection by the chartering authority.

(m) A charter school shall transmit a copy of its annual, independent, financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (b), to the county office of

education, the Controller, and the department by December 15 of each year. This subdivision shall not apply if the audit of the charter school is encompassed in the audit of the chartering entity pursuant to Section 41020.

SEC. 3. Section 47607 of the Education Code is amended to read:

47607. (a) (1) A charter may be granted pursuant to Sections 47605, 47605.5, and 47606 for a period not to exceed five years. A charter granted by a school district governing board, a county board of education, or the state board may be granted one or more subsequent renewals by that entity. Each renewal shall be for a period of five years. A material revision of the provisions of a charter petition may be made only with the approval of the authority that granted the charter. The authority that granted the charter may inspect or observe any part of the charter school at any time.

(2) Renewals and material revisions of charters are governed by the standards and criteria in Section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.

(3) (A) The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal.

(B) For purposes of this section, "all groups of pupils served by the charter school" means a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052, served by the charter school.

(b) Commencing on January 1, 2005, or after a charter school has been in operation for four years, whichever date occurs later, a charter school shall meet at least one of the following criteria before receiving a charter renewal pursuant to paragraph (1) of subdivision (a):

(1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years both schoolwide and for all groups of pupils served by the charter school.

(2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.

(3) Ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years.

(4) (A) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.

(B) The determination made pursuant to this paragraph shall be based upon all of the following:

(i) Documented and clear and convincing data.

(ii) Pupil achievement data from assessments, including, but not limited to, the Standardized Testing and Reporting Program established by Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 for demographically similar pupil populations in the comparison schools.

(iii) Information submitted by the charter school.

(C) A chartering authority shall submit to the Superintendent copies of supporting documentation and a written summary of the basis for any determination made pursuant to this paragraph. The Superintendent shall review the materials and make recommendations to the chartering authority based on that review. The review may be the basis for a recommendation made pursuant to Section 47604.5.

(D) A charter renewal may not be granted to a charter school prior to 30 days after that charter school

submits materials pursuant to this paragraph.

(5) Qualified for an alternative accountability system pursuant to subdivision (h) of Section 52052.

(c) (1) A charter may be revoked by the authority that granted the charter under this chapter if the authority finds, through a showing of substantial evidence, that the charter school did any of the following:

(A) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.

(B) Failed to meet or pursue any of the pupil outcomes identified in the charter.

(C) Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.

(D) Violated any provision of law.

(2) The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to revoke a charter.

(d) Before revocation, the authority that granted the charter shall notify the charter school of any violation of this section and give the school a reasonable opportunity to remedy the violation, unless the authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils.

(e) Before revoking a charter for failure to remedy a violation pursuant to subdivision (d), and after expiration of the school's reasonable opportunity to remedy without successfully remedying the violation, the chartering authority shall provide a written notice of intent to revoke and notice of facts in support of revocation to the charter school. No later than 30 days after providing the notice of intent to revoke a charter, the chartering authority shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, the chartering authority shall issue a final decision to revoke or decline to revoke the charter, unless the chartering authority and the charter school agree to extend the issuance of the decision by an additional 30 days. The chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.

(f) (1) If a school district is the chartering authority and it revokes a charter pursuant to this section, the charter school may appeal the revocation to the county board of education within 30 days following the final decision of the chartering authority.

(2) The county board of education may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (e) are not supported by substantial evidence. The school district may appeal the reversal to the state board.

(3) If the county board of education does not issue a decision on the appeal within 90 days of receipt, or the county board of education upholds the revocation, the charter school may appeal the revocation to the state board.

(4) The state board may reverse the revocation decision if the state board determines that the findings made by the chartering authority under subdivision (e) are not supported by substantial evidence. The state board may uphold the revocation decision of the school district if the state board determines that the findings made by the chartering authority under subdivision (e) are supported by substantial evidence.

(g) (1) If a county office of education is the chartering authority and the county board of education revokes a charter pursuant to this section, the charter school may appeal the revocation to the state board within 30 days following the decision of the chartering authority.

(2) The state board may reverse the revocation decision if the state board determines that the findings made by the chartering authority under subdivision (e) are not supported by substantial evidence.

(h) If the revocation decision of the chartering authority is reversed on appeal, the agency that granted the charter shall continue to be regarded as the chartering authority.

(i) During the pendency of an appeal filed under this section, a charter school, whose revocation proceedings are based on subparagraph (A) or (B) of paragraph (1) of subdivision (c), shall continue to qualify as a charter school for funding and for all other purposes of this part, and may continue to hold all existing grants, resources, and facilities, in order to ensure that the education of pupils enrolled in the school is not disrupted.

(j) Immediately following the decision of a county board of education to reverse a decision of a school district to revoke a charter, the following shall apply:

(1) The charter school shall qualify as a charter school for funding and for all other purposes of this part.

(2) The charter school may continue to hold all existing grants, resources, and facilities.

(3) Any funding, grants, resources, and facilities that had been withheld from the charter school, or that the charter school had otherwise been deprived of use, as a result of the revocation of the charter shall be immediately reinstated or returned.

(k) A final decision of a revocation or appeal of a revocation pursuant to subdivision (c) shall be reported to the chartering authority, the county board of education, and the department.

ELIGIBILITY DETERMINATION**SCHOOL FACILITY PROGRAM**

SAB 50-03 (REV 12/10)

GENERAL INFORMATION

This form is used by the School District to calculate the district's eligibility for new construction and modernization funding under the School Facility Program (SFP). The business address entered on the application should be the location that the school district wishes the Office of Public School Construction (OPSC) to mail all correspondence regarding this application.

Part I

Complete to designate or change the authorized district representative and/or alternate. Should this be the case, complete the school district information, identify the district representative(s) in Part I and complete the district certification information at the bottom of the form, including the date the district's governing board took appropriate action.

Part II

Complete for new construction baseline eligibility determination. This part is also used to request an adjustment to an approved new construction baseline eligibility as a result of subdivisions (f), (k) and (l) of Section 1859.51 due to either errors or omissions of information submitted by the district when it requested the initial baseline eligibility, because of a reorganization election that has changed the classroom inventory of the district or to change the classroom inventory that was reported at the time the district requested its initial determination of existing school building capacity as a result of special day class loading. The following documentation is necessary to determine new construction baseline eligibility and must be submitted with this form:

- A completed Form SAB 50-01 based on the latest enrollment data.
- A completed Form SAB 50-02.

Part III

Complete for modernization baseline eligibility determination at a specific site. Districts must be able to provide a drawing of the site where eligibility for modernization is generated with its request for an eligibility determination. The drawing must identify all permanent and portable classrooms on the site and their ages. If the district intends to use the square footage method in Option B, the drawings must also identify the square footage of all facilities on the site.

Part III is also used to request an adjustment to the approved baseline eligibility at a specific site as a result of subdivisions (c), (d), (e), (g), (i), and (k) of Section 1859.61 due to one or more of the following:

- an increase in enrollment,
- additional facilities becoming at least 20/25 years old,
- facilities becoming eligible for an additional modernization apportionment, for permanent school buildings every 25 years after the date of its previous apportionment or for portable classrooms every 20 years after the date of its previous apportionment,
- because of errors or omissions of information submitted by the district when it requested the initial baseline eligibility for the site, or
- to change the classroom inventory that was reported at the time the district requested its initial determination of existing school building capacity as a result of special day class loading,

- a replacement of a facility that was previously deemed eligible for modernization but subsequently replaced in a project funded with local funds with no participation from the State. The district should submit a site diagram indicating the replaced facilities and a copy of the contract for construction or acquisition of facilities.

The following documentation is necessary (if not previously submitted to the OPSC) to determine modernization baseline eligibility and must be submitted with this form (as appropriate):

- Site diagram of school where modernization funding is requested. The diagram must indicate the ages and number of all permanent and portable classrooms on the site in accordance with the gross classroom inventory as provided by Section 1859.31.
- If the modernization eligibility will be determined by Option B, the site drawings must also include square footage and/or dimensions of all buildings on the site.

It is not necessary to complete Part III if the district is only requesting funding for new construction and it is not necessary to complete Part II if the district is only requesting funding for modernization.

A district may request that eligibility for new construction or modernization be reviewed and approved by the Board pursuant to Section 1859.20 prior to submitting Form SAB 50-04 to the Board.

For a list of the documents that must be submitted in order for the OPSC to deem an eligibility request for new construction or modernization complete and ready for OPSC processing, consult the OPSC Web site at www.dgs.ca.gov/opsc.

SPECIFIC INSTRUCTIONS**Part I – District Representative Information**

Enter the name(s) of district employee(s) that can act on behalf of the district's board. A consultant who is on contract with the district to communicate with the OPSC on behalf of the district's board may be listed. The designee of the Superintendent of Public Instruction shall file modernization applications on behalf of the California Schools for the Deaf and Blind.

Part II – New Construction Eligibility Determination

Indicate if this request is for a new or adjusted eligibility determination. Enter the district-wide information unless filing on a High School Attendance Area (HSAA) or Super HSAA basis. The enrollment projection and the existing school building capacity data are obtained from information reported and determined on the Form SAB 50-01 and the Form SAB 50-02. Once the OPSC has verified the information provided on these forms, it will automatically be transferred to this form to determine the district's eligibility for new construction. The district may manually enter the information from these forms and compute its eligibility; however, it may be adjusted by the OPSC based on verification of Form SAB 50-01 and Form SAB 50-02.

1. Enter either the fifth-year or the tenth-year projected enrollment as shown in Part I of Form SAB 50-01 for grades K–6, 7–8, 9–12 and for the total of non-severe and severe special day class (SDC) projected enrollment.

ELIGIBILITY DETERMINATION**SCHOOL FACILITY PROGRAM**

SAB 50-03 (REV 12/10)

2. Enter the amounts on Form SAB 50-02, Part III, line 3 for grades K-6, 7-8, 9-12, non-severe and severe.
3. New construction eligibility (i.e., the "baseline eligibility") is determined by subtracting the existing school building capacity (line 2) from the projected five year enrollment (line 1). Report negative numbers in brackets.

Adjustments to the district's new construction baseline eligibility will be made by the OPSC pursuant to Section 1859.51. Contact your project manager at the OPSC for the adjusted baseline eligibility for future request for new construction grants.

Part III – Modernization Eligibility Determination

Modernization eligibility is calculated based on information at a specific site when modernization SFP grants are requested within the district. Therefore, completion of Form SAB 50-01 and Form SAB 50-02 are not needed to determine eligibility for modernization funding. Since the eligibility is site specific, the district must submit a separate Form SAB 50-03 for each site for which it is requesting modernization funding. Indicate if this request is for new baseline eligibility determination or for an adjustment to an approved baseline eligibility as a result of Section 1859.61.

The district may use one of two options to calculate its modernization eligibility at a specific site within the district. The district may select only one option at a time to calculate its modernization eligibility at any given school site. The district may switch options at a later date, if it results in a net gain in eligibility at the site, regardless of whether a funding application has been submitted. Hence, for purposes of adjusting modernization eligibility to include non-classroom buildings previously modernized under the Lease-Purchase Program, a district may switch options for the purposes of obtaining additional modernization apportionments as provided by Section 1859.78.8. To assure timely processing of the application, districts must provide a drawing of the site (if not previously submitted to the OPSC) where modernization funds are generated with the eligibility request to the OPSC. The drawing must identify all permanent and portable classrooms and their ages on the site. If the square footage of Option B is selected, the drawings must also identify the square footages of all facilities on the site. For purposes of determining the age of the building for modernization funding, the 25/20 year period shall begin 12 months after the plans for the building were approved by the Division of the State Architect (DSA); or in the case of permanent or portable classrooms previously modernized with State funds, which are eligible for an additional apportionment, the 25/20 year period shall begin on the date of its previous modernization apportionment. Any drawing that includes classrooms eligible for an additional apportionment pursuant to Section 1859.78.8 should specify both the date the classroom's plans were originally approved by the DSA and the date of its previous modernization apportionment.

1. Enter the school site name from the California Public School Directory published by the California Department of Education.

Option A

2. Enter the number of permanent classrooms by grade level at the school site that would have been included in the Gross Classroom Inventory pursuant to Section 1859.31 that are at least 25 years old and include any

permanent classrooms not previously reported that have become at least 25 years old. If the school is a 6-8 middle school only, then report all classrooms at the 7-8 grade level. If this request is to adjust the classrooms reported for non-severe or severe pupil loading, the total classrooms reported must be equal to the classrooms reported at the time of the district request for initial modernization baseline eligibility. In no event may the number of classrooms reported for non-severe or severe pupils exceed the number of classrooms needed to house non-severe and severe pupils as reported on line 6 using loading standards of 13 for non-severe and 9 for severe classrooms. For purposes of the California Schools for the Deaf and Blind, the loading standard for these severe pupils shall be 9.

3. Enter the total number of portable classrooms by grade level at the school site that would have been included in the Gross Classroom Inventory pursuant to Section 1859.31 that are at least 20 years old and include any portable classrooms not previously reported that have become at least 20 years old. If the school is a 6-8 middle school only, then report all classrooms at the 7-8 grade level. If this request is to adjust the classrooms reported for non-severe or severe pupil loading, the total classrooms reported must be equal to the classrooms reported at the time of the district request for initial modernization baseline eligibility. In no event may the number of classrooms reported for non-severe or severe pupils exceed the number of classrooms needed to house non-severe and severe pupils as reported on line 6 using loading standards of 13 for non-severe and 9 for severe classrooms.
4. Add lines 2 and 3 by the grades shown.
5. Multiply line 4 by 25 for K-6, 27 for 7-8 and 9-12, 13 for non-severe and 9 for severe.
6. Enter the latest California Basic Educational Data Systems (CBEDS) enrollment for the school site identified as it would have been reported utilizing the criteria in Parts A, C and D of Form SAB 50-01. Report continuation high pupils as 9-12. If the school is a 6-8 middle school only, report 6th graders as 7-8.
7. Modernization eligibility (i.e., the baseline eligibility) is the lesser of each column of lines 5 or 6.

Option B

2. Enter the total number of permanent classrooms at the school site that would have been included in the Gross Classroom Inventory pursuant to Section 1859.31 or all permanent square footage at the site that is at least 25 years old.
3. Enter the total number of portable classrooms at the school site that would have been included in the Gross Classroom Inventory pursuant to Section 1859.31 or all portable square footage at the site that is at least 20 years old pursuant to Section 1859.60.
4. Add lines 2 and 3.
5. Enter the remaining number of permanent and portable classrooms at the school site that would have been included in the Gross Classroom Inventory pursuant to Section 1859.31 or all remaining permanent or portable space that is under 25/20 years old.
6. Add lines 4 and 5.
7. Determine the percentage of space on the site that is at least 25/20 years old by dividing line 4 by line 6. Round to four decimal places.

ELIGIBILITY DETERMINATION

SCHOOL FACILITY PROGRAM

SAB 50-03 (REV 12/10)

8. Enter the latest CBEDS enrollment for each grade group at the school site identified as it would have been reported utilizing the criteria in Parts A, C and D of Form SAB 50-01. Report continuation high pupils as 9–12. If the school is a 6–8 middle school only, report 6th graders as 7–8.
9. Modernization eligibility (i.e., the baseline eligibility) is determined by multiplying line 7 by each grade group reported in line 8. Round up.

Adjustments to the District's modernization baseline eligibility will be made pursuant to Section 1859.61. These adjustments will be made by the OPSC. Contact your project manager at the OPSC for the adjusted baseline eligibility for future requests for modernization grants at the specific site.

SCHOOL DISTRICT Gravenstein Union Elementary	FIVE-DIGIT DISTRICT CODE NUMBER (SEE CALIFORNIA PUBLIC SCHOOL DIRECTORY) 70714
BUSINESS ADDRESS 3840 Twig Avenue	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (IF APPLICABLE)
CITY/COUNTY Sebastopol	Sonoma

Part I – District Representative Information

The following individual(s) have been designated as district representative(s) by school board minutes or the designee of the Superintendent of Public Instruction:

DISTRICT REPRESENTATIVE Jennifer Schwinn	TELEPHONE NUMBER (707) 823-7008	E-MAIL ADDRESS jschwinn@grav.k12.ca.us
DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS

Part II – New Construction Eligibility Determination NEW ADJUSTED

	K-6	7-8	9-12	Non-Severe	Severe
1. Projected Enrollment (Part I, Form SAB 50-01)					
2. Existing School Building Capacity (Part III, Line 3 of Form SAB 50-02)					
3. New Construction Baseline Eligibility (Line 1 minus Line 2)					

Part III – Modernization Eligibility Determination NEW ADJUSTED

1. School Name **Gravenstein Elementary (2016/17 CBEDS increase & additional area coverage) Option B**

	K-6	7-8	9-12	Non-Severe	Severe
Option A					
2. Permanent classrooms at least 25 years old	19				
3. Portable classrooms at least 20 years old	4				
4. Total (Lines 2 and 3)	23				
5. Multiply Line 4 by: 25 for K-6, 27 for 7-8 and 9-12, 13 for Non-Severe and 9 for Severe	575				
6. CBEDS enrollment at school	400			32	7
7. Modernization Eligibility (lesser of each column of Lines 5 or 6)	400				
Option B					
2. Permanent space at least 25 years old (report by classroom or square footage)	19				
3. Portable space at least 20 years old	4				
4. Total (Lines 2 and 3)	23				
5. Remaining permanent and portable space (report by classroom or square footage)	1				
6. Total (Lines 4 and 5)	24				
7. Percentage (divide Line 4 by Line 6)	96%				
8. CBEDS enrollment at school	400			32	7
9. Modernization Eligibility (multiply Line 7 by each grade group reported on Line 8)	384			31	7

I certify, as the District Representative, that the information reported on this form is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district or the designee of the Superintendent of Public Instruction; and,
- A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code was adopted by the School District's Governing Board or the designee of the Superintendent of Public Instruction on July 1, 2016; and,
- This form is an exact duplicate (verbatim) of the form provided by Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE 	DATE 3/30/17
NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE) Jennifer Schwinn	E-MAIL ADDRESS jschwinn@grav.k12.ca.us
	TELEPHONE (707) 823-7008

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Calendar

April

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	26	27	28	29	30	31
		3:45p School Site Cou	8:30 Student visits thru	10:30 2nd Trimester Hil	9 GSF Mtg at Gravenst	RESIG site insl 1:15p 2T Awards 4/5th
	2	3	4	5	6	7
			3:40p Hillcrest Staff Me	3:30p Grav staff mtg	RELIEF TO DE VANDER	Gravenstein Spring Pi Hillcrest Spring Picture 7p Hillcrest Dance
	9	10	11	12	13	14
				8:45 Hillcrest CAASPP 5p School Board Meeti	Shadow Day 7T Thomas Jefferson's Bi	NO SCHOOL
	16	17	18	19	20	21
Easter Sunday	No School		4th Grade El Tour Through Gold Country	EARLY RELEASE	State Fair, 5th grade	8 Apple Blossom Parad
	23	24	25	26	27	28
		3p Analy Science Place 6p MPF Meeting	3:45p School Site Cou 5p 4th and 5th grade O	150TH DAY OF SCHC Classified Apprec Tri 3 Progr Rts	5p Hillcrest Open Hous	8 Volunteer Apprec GSI 5:30p GSF Movie Nigh
	30	May 1	2	3	4	5
		5p 2nd-3rd Open Hous	3:40p Hillcrest Staff Me	10:45 8 El Luther Burb	9 Analy Math Placemer	
			5p K - 1 Open House			

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Calendar

May

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	May 1 Staff Appreciation - Grav & HMS 5p 2nd-3rd Open Hours	2 3:40p Hillcrest Staff Me	3 8 E! Luther Burba	4	5	6
7	8 7th E to Ashland - Ashland	9	10 8 E FT to Walt Disney	11	12 Mother's Day events -	13 1:45p Hillcrest Jazz Ba
14 Mother's Day	15	16 5th Gr E. overnight 6th E M. Headlands	17	18 EARLY RELEASE	19	20 MPF Adult Prom: tent 7:30 Rose Parade
21	22 5p Grav Cnct at HMS	23	24 Happy birthday!	25 4th gr E! Ft Ross 5th gr Sci Fair 5p HMS Concert	26 HMS Talent Show, not 9 GSF mtg	27
28	29 NO SCHOOL Memorial Day	30 3:30p Sch Site Council	31	Jun 1	2 9 Author's Fair 10:30 3T Awards HMS 1:15p Talent Show 3-	3

N
M

Calendar

Monday June 19th 2017

June

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	28	29	30	31	2	3
	NO SCHOOL Memorial Day	3:30p Sch Site Council		Jun 1	Author's Fair 10:30 3T Awards HMS 1:15p Talent Show 3-	
4	5	6	7	8	9	10
	Brown/Mattish FT - sp GPA Awards	EARLY RELEASE Gold Rush Day-4th gr	HMS Field Day MINIMUM DAY	LAST DAY! MINIMUM DAY		
	10:30 Field Day-5th g	3:40p Hillcrest Staff Me 6p 8th Gr dinner	9 Kinder Promo	9 5th Gr Promo 6p 8th Gr Grad		
11	12	13	14	15	16	17
	18	19	20	21	22	23
	Father's Day					
25	26	27	28	29	30	Jul 1

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MINUTES FROM THE REGULAR GOVERNING BOARD MEETING
Wednesday, March 8, 2017, held at Gravenstein School, Rm. 13

I. CALL TO ORDER: Meeting called to order at 5:06 PM

Jim Horn, President, present
Desiree Beck, Clerk, absent
Gregory Appling, present
Steven Schwartz, present
Sandra Wickland, absent

II. PUBLIC COMMENTS: None

III. REPORTS, AND ORAL COMMUNICATIONS

- A. Gravenstein Union Teachers' Association: The GUTA report was presented by Christina Urmini.
- B. School Site Council: next meeting March 24
- C. GSF/MPF: Terese Hillborn reported on GSF fundraising and plans for teacher appreciation at Hillcrest. Bill Nolan reported on MPF donations.
 - I. Time to renew the MPF MOU
- D. Trustee Reports:
- E. Hillcrest Principal Report: Mr. Carn reported on current Hillcrest events including a fundraiser to support literacy and gender equality in education thru the Room to Read organization.
- F. Principal/Supt. Report
 - 1. 2016-17 Enrollment: Info in packet
 - 2. Transportation JPA Update: Increase in rates is expected for next year, especially for field trips. Supt Schwinn responded to questions about ridership and district involvement in the JPA. She also provided info on the construction project. Supt Schwinn also discussed recent bus problems in the district and how she has handled these problems.
 - 3. Charter School Renewal Update: No update at this time.
 - 4. Update on modernization funding with Jack Schreder & Associates: Mrs. Holden in talks to secure modernization funding.
 - 5. Gravenstein Elementary ELA adoption: Process is in place to decide upon ELA adoption for next year.
 - 6. PE Teacher hiring process: Third round of interviews occurred but the desired candidate turned down the job. Hiring process will continue.
 - 7. Update on 2017-18 calendar negotiation: Draft calendars shared with GUTA.
 - 8. LCAP Stakeholder's input phase:
 - 1. School Site Council has begun LCAP update & stakeholder input process
 - 2. Open stakeholder's meeting for parents, staff, board and

GRAVENSTEIN UNION SCHOOL DISTRICT

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community Friday, March 10, 2017 at 3:30 @ HMS Rm. 6

3. Next steps:

- a. Input will be gathered from certificated and classified staff
- b. School Site Council will meet to work on LCAP Tues, March 28 @ 3:45pm

9. CAASPP Testing Update

1. GUSD's testing window will be April 25-May 17, 2017
2. Currently – Ensuring we have adequate, working computer stations for testing
3. IT assessing & prepping computers
4. Brad Carn, Petria Sully, and Jennifer Schwinn working with staff to prepare for testing
 - a. Interim assessments available and the new California Science Test (CAST) will be piloted this year.

IV. CONSENT AGENDA

ACTION ITEM

- A. Minutes of Regular Meeting February 15, 2017: One correction was made and shared with board members.
- B. Warrants/Payroll
- C. Budget Updates and Transfers
- D. Correspondence/Publications
 1. Thank you letter from Supt. Schwinn to Lawrence and Karyn Pulley for the donation of \$150 to support the District music program.
- E. Donations
 1. Thank you to Karyn and Lawrence Pulley for their donation of \$150 to support the District's music program, given in memory of Rev. John Kienitz.

Motion to approve the consent agenda made by President Horn and seconded by member Schwartz. 3 - 0.

V. BUSINESS

A. Update on Phase II & Phase III

The Board reviewed progress on Phase II and III of the District building projects.

Action taken/comments: No action taken

B. Approve Change Orders, Phase II

The Board approved the following change orders:

1. CO #63, Built Up @ North End of Building G \$6,182.76

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2. CO #64,	Misc. Plumbing Changes	\$4,278.64
3. CO #65	Exterior Walkways @ Building F	\$25,591.12
4. CO #66	Vapor Barrier In Crawl Space	\$42,433.71
5. CO #67	Principal's Office	\$14,944.08
6. CO #68	Misc. Framing Changes at Admin.	\$16,418.25
7. CO #69	Additional Builder's Risk	\$2,969.22
8. CO #70	Furring Strips @ Siding	\$4,018.51
9. CO #71	Soffit Work	\$8,493.68
10. CO #72	Insulation Floor	\$2,625.48

Action taken/comments: Approval of change orders #63 - 72.

Motion: Horn Second: Appling Vote: 3 - 0

C. Fund Transfers

The Board approved the transfer of funds from the General Fund, Fund 01 unallocated reserve to Fund 40 in the amount of \$461,957.

Action taken/comments: The amount was increased to \$566,071.38

Motion: Appling Second: Horn Vote: 3 - 0

D. Approval of Second Interim Budget Report

CBO Wanda Holden presented the second interim budget report for 2016-17 school year, with some last minute corrections. Mrs. Holden responded to questions from board members.

Action Taken/comments: The Board approved the second interim budget report.

Motion: Schwartz Second: Horn Vote: 3 - 0.

E. Approval of Consolidated Application

The Board accepted the Consolidated Application as presented by CBO Wanda Holden.

Motion: Horn Second: Appling Vote: 3 - 0.

F. Approve Hiring of Amanda Smuck, Temporary Teacher

Action taken/comments: The Board approved the hiring of Amanda Smuck as a temporary teacher from March 1, 2017-June 8, 2017, to cover for a Hillcrest teacher out on medical leave.

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Motion: Horn

Second: Appling

Vote: 3 - 0.

G. Approve Hiring of Coaches for HMS Sports

The Board approved hiring the following coaches, to provide after school athletics for Hillcrest Middle School Students. The coaches earn a stipend, as described in the GUTA contract (\$1,000 per position).

- 6th grade girls basketball – John Kolsrud
- 6th grade boys basketball – Will Whithorn
- Boys volleyball – Matt McDowell
- Girls flag football – George Sotiras

Action taken/comments: All positions approved subject to fingerprinting for non-certificated coaches.

Motion: Horn

Second: Appling

Vote: 3 - 0

VI. GENERAL

A. Approve Single Plan for Student Achievement (SPSA)

Supt. Schwinn presented the SPSA to the board. The Board approved the Single Plan for Student Achievement for the 2016-17 school year. The SPSA includes grade level goals and strategies developed by the certificated staff and approved by the School Site Council, intended to increase student proficiency in Language Arts and Math.

Action taken: Approved.

Motion: Horn

Second: Appling

Vote: 3 - 0.

B. Approve New Board Policy Updates

At the February 15, 2017, regular Board meeting, the Board reviewed a list of policy updates for 2016, as recommended by GAMUT, and selected the following three policies to update or add to GUSD's Board Policies (BP) and Administrative Regulations (AR):

BP 3311 Action taken: Approved as presented.

Motion: Horn

Second: Appling

Vote: 3 - 0.

AR 3311 Bids: Action taken: Approved new policy and rescinded current policy

Motion: Horn

Second: Appling

Vote: 3 - 0.

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BP 3311.1 & AR 3311.1 Uniform Public Construction Cost Accounting
Procedures (Add new policy)

Action taken: Approved as presented.

Motion: Appling Second: Horn Vote: 3 - 0.

BP 4030 Action taken: Adopted as presented

Motion: Horn Second: Appling Vote: 3 - 0.

AR 4030 Nondiscrimination in Employment (Add new policy)

Action taken: Approved as presented.

Motion: Schwartz Second: Horn Vote: 3 - 0.

VII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

Meeting Adjourned to Closed Session at 7:36 PM.

VIII. CLOSED SESSION

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

1) Conference with Labor Negotiator

District Negotiator: Jennifer Schwinn, Superintendent

Represented Employees: Gravenstein Union Teachers Assoc.

2) Potential Litigation per GC 54956.9(d) – Inquiry OCR

3) Public Employee Discipline/Dismissal/Release

-Resolution #170308-1 Release Temporary Certificated Staff

Motion: Schwartz Second: Appling Vote: 3 - 0.

-Resolution #170308-2 Non-Reelection of Probationary Certificated

Employees

Motion: Horn Second: Appling Vote: 3 - 0.

4) Superintendent Evaluation

IX. OPEN SESSION

A. Meeting returned to Open Session at 7:59 PM. Reportable action was taken during closed session as noted above.

X. FUTURE BOARD MEETINGS:

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
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I. Next Regular Board Meeting: April 12, 2017—5 p.m.

XI. **ADJOURNMENT**

Meeting Adjourned at 8:00 PM.

XII.

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

Gravenstein Union School District
March Payroll Report

April 12, 2017 Regular Board Meeting

Certificated Salary & Benefits

Regular: \$ 396,011.23
Supplemental: \$ 27,818.00

Classified Salary & Benefits

Regular: \$ 81,591.73
Supplemental: \$ 6,030.79

Total Salary & Benefits

\$ 511,451.75

Checks Dated 03/01/2017 through 03/31/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1548250	03/01/2017	Analytical Sciences	01-5830	Water testing for Grav 2016/17	10.24	
			03-5830	Water testing for Grav 2016/17	117.76	128.00
1548251	03/01/2017	California's Valued Trust	01-9572	Employee's CVT Health Plan Coverage 16/17		39,668.00
1548252	03/01/2017	Debbie Candau	03-4440	Reimbursement for Android Tablets and Cases		393.21
1548253	03/01/2017	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2016-17		83.00
1548254	03/01/2017	Employment Development Dept.	01-9555	Unemployment Taxes for the year 2016-17		76.08
1548255	03/01/2017	Murray Building, Inc.	21-6200	Grav Elem Modernization Phase II	80,721.75	
			40-6200	Grav Elem Modernization Phase II	250,541.77	331,263.52
1548256	03/01/2017	Office Depot	04-4310	Dorcy LED Flashlight		12.19
1548257	03/01/2017	School and College Legal	01-5823	Flat Rate Fees Beyond Retainer Yr 16-17	56.40	
			03-5823	Flat Rate Fees Beyond Retainer Yr 16-17	676.80	
			04-5823	Flat Rate Fees Beyond Retainer Yr 16-17	394.80	1,128.00
1548258	03/01/2017	Shah Family LLC	03-5825	Ad for Kindergarten Open House		544.05
1548259	03/01/2017	Vision Service Plan	01-9574	Employee's Vision Plan Coverage 16-17		1,773.20
1548260	03/01/2017	West Sonoma County Union High	03-5806	MOU btwn WSCC & Grav 2016-17 for TM		16,943.00
1549766	03/08/2017	ACSIG	01-9573	Employee's Dental Plan Coverage 16/17		8,178.02
1549767	03/08/2017	Aly Technology Consulting LLC	04-5840	IT Consultant 2016-17		2,500.00
1549768	03/08/2017	John Deere Financial	01-4380	Wet Charge Battery		58.81
1549769	03/08/2017	Peter Bergen	03-5826	4th Grade Enrich! field trip		225.00
1549770	03/08/2017	Brookhaven School	04-5828	8th Grade Boys Basketball Tournament		140.00
1549771	03/08/2017	Bradley Carn	04-4400	Behringer /eurolight LC2412		215.99
1549772	03/08/2017	J. Stanley Correia	01-5830	16/17 Psych Services	140.19	
			03-5830	16/17 Psych Services	1,444.34	
			04-5830	16/17 Psych Services	1,815.47	3,400.00
1549773	03/08/2017	Counterpoint Construction Services, Inc.	40-6210	Grav Mod. Proj. Phase 2 Doc Review		1,055.00
1549774	03/08/2017	Fishman Supply Company	01-4370	Custodial Supplies	83.96	
				Custodial Supplies-Gravenstein	2.27	
			01-4400	Custodial Supplies	350.12	
			03-4370	Custodial Supplies	1,007.40	
				Custodial Supplies-Gravenstein	26.03	
1549775	03/08/2017	LACO Associates	04-4370	Custodial Supplies	587.68	2,057.46
			21-6230	Special Inspect & Testing @ Grav Summer 2016		1,082.50
1549776	03/08/2017	Scott Marsh	04-5880	8th Grade Basketball Referee		80.00
1549777	03/08/2017	Nature Bridge	04-5826	6th Grade Enrich Outdoor Education 16/17		11,487.00
1549778	03/08/2017	Office Depot	01-4350	Gravenstein and DO Office Supplies	3.23	

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.

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Checks Dated 03/01/2017 through 03/31/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1549778	03/08/2017	Office Depot				
			01-4390	Misc. Supplies for Gravenstein & Hillcrest Gravenstein and DO Office Supplies	52.13	
					64.27	
					24.78	
			03-4310	Misc. Supplies for Gravenstein & Hillcrest Gravenstein and DO Office Supplies	21.71	
					123.95	
					45.73	
			03-4350	Misc. Supplies for Gravenstein & Hillcrest Gravenstein Instructional Supplies	284.86	
					14.58	
					93.54	
			04-4350	Misc. Supplies for Gravenstein & Hillcrest Gravenstein and DO Office Supplies	28.21	
					216.68	
			12-4390	Hillcrest Health and Instructional Supplies Supplies for Daycare and Homework Club	253.95	
					138.08	
			01-5520	Electric and Gas for 2016-17 Gravenstein	1,589.26	
			03-5520	Electric and Gas for 2016-17 Gravenstein	2,817.19	
			04-5520	Electric and Gas for 2016-17 @ Hillcrest	18.33	
				Electric and Gas for 2016-17 Gravenstein		4,562.86
1549780	03/08/2017	Pearson Clinical Assessment	03-4310	Gate Testing Materials		15.92
1549781	03/08/2017	Point Reyes National Seashore Assoc.	03-5826	Science at the Seashore-Leslie Adler-Ivanbrook		200.00
1549782	03/08/2017	Quill Corp				
1549783	03/08/2017	Sonoma County Office Of Ed.	03-4359	Supplies for Ms. Brown- Gravenstein	3,300.00	101.86
			01-5830	NCTIP Program Participant Fee 2016-17	16,500.00	
			03-5830	NCTIP Program Participant Fee 2016-17	245.00	
			04-5202	John Collins Re-Make Summitt	6,600.00	26,645.00
1549784	03/08/2017	Sonoma West Publishers, Inc.	04-5830	NCTIP Program Participant Fee 2016-17		130.00
1549785	03/08/2017	Brian Sposato	01-5822	Announcement of Open Seat on Board		
			03-4370	Supplies for school site	7.55	
			03-4400	Supplies for school site	36.33	
			04-4310	Supplies for school site	47.74	
			04-4380	Supplies for school site	86.80	
1549786	03/08/2017	Stanroy Music Center Inc.	04-4400	Musical Instrument Repairs for Hillcrest		178.42
1549787	03/08/2017	U.S. Bank Equipment Finance	01-5631	Copier Lease at schools and DO for 16/17	70.92	29.18
			03-5631	Copier Lease at schools and DO for 16/17	850.99	
1549788	03/08/2017	Lonnie VanZandt	04-5631	Copier Lease at schools and DO for 16/17	496.41	
1549789	03/08/2017	West County Transportation	04-5880	Boys Basketball Referee		1,418.32
			03-5804	Special Ed Transportation 2016-17	1,794.04	70.00
1549790	03/08/2017	West Sonoma County Disposal	04-5804	Special Ed Transportation 2016-17	1,901.96	3,696.00
			01-5560	Waste Disposal for Grav 2016-17	31.05	
			03-5560	Waste Disposal for Grav 2016-17	357.06	388.11

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

ESCAPE ONLINE

Checks Dated 03/01/2017 through 03/31/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1549791	03/08/2017	West Sonoma County Disposal	01-5560	Waste Disposal for Grav 2016-17	17.34	216.72
1549792	03/08/2017	Bradley Cam	03-5560	Waste Disposal for Grav 2016-17	199.38	199.99
1549793	03/08/2017	Clover-Stormetta Farms Inc.	04-4350	Infrared Space Heater		71.50
1549794	03/08/2017	Guerneville School	13-4700	Milk Purchases 2016-17		140.00
1549795	03/08/2017	Michelle Dellosa	04-5828	7th Grade Boys Basketball Tournament		75.55
1549796	03/08/2017	Slembrock-Many Corporation	01-4310	Wobble Chair Reimbursement-Dellosa		480.00
1550734	03/10/2017	Analytical Sciences	04-5830	Fire Alarm Monitoring-SMC		1,065.00
1550735	03/10/2017	Dept Of Justice, Acctg Office	04-5830	Water testing @ Hillcrest 2016/17		224.00
1550736	03/10/2017	Office Depot	01-5862	Fingerprinting		18.58
1550737	03/10/2017	T&B Sports	01-4390	Gravenstein and DO Office Supplies		440.32
1550738	03/10/2017	The Exploratorium c/o Reservations Office	04-4310	Hillcrest-Basketball Equipment -Balls and Bag		316.25
1551573	03/15/2017	AT&T Calnet 3	04-5826	7th Grade Monterey/Exploratorium Trip	22.99	
1551574	03/15/2017	AXIA	01-5911	Gravenstein AT&T CALNET 3 Charges 2016-17	274.35	492.19
1551575	03/15/2017	John Deere Financial	03-5911	Gravenstein AT&T CALNET 3 Charges 2016-17	138.96	2,940.11
1551576	03/15/2017	Bureau of Education & Research	04-5911	Gravenstein AT&T CALNET 3 Charges 2016-17	55.89	58.81
1551577	03/15/2017	Clover-Stormetta Farms Inc.	21-6240	Gravenstein Modernization, Job #940	2.95	245.00
1551578	03/15/2017	John Elze	01-4370	Ignition switch and parts for mower	35.29	106.50
1551579	03/15/2017	Ortega, Nathan	03-4370	Ignition switch and parts for mower	20.57	40.00
1551580	03/15/2017	Ray Morgan Company	04-4370	Ignition switch and parts for mower	70.78	70.00
1551581	03/15/2017	School Specialty	03-5202	Conference -Practical Therapy Techniques	833.55	1,244.68
1551582	03/15/2017	Weeks Drilling & Pump Co. Inc.	13-4700	Milk Purchases 2016-17	340.35	53.48
1551583	03/15/2017	Zaner-Blosser Inc.	04-5880	Boys Basketball Referee	247.88	477.88
1552246	03/17/2017	Ally Technology Consulting LLC	04-5880	Basketball Referee	230.00	2,464.95
			01-5530	Gravenstein Elem Water Service for 2016-17	400.00	
			04-5530	Hillcrest Water Service for 2016-17		
			03-4110	Handwriting Instruction for TK,K and 1st Grade		
			01-4440	Networking Equipment and Install Labor		

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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.

Checks Dated 03/01/2017 through 03/31/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1552246	03/17/2017	Ally Technology Consulting LLC	12-4440	Networking Equipment and Install Labor	2,344.87	2,744.87
1552247	03/17/2017	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2016-17		36.00
1552248	03/17/2017	Sara Kate Crandall	04-4310	Reimbursement for Costumes and Props		441.42
1552249	03/17/2017	Isaac Kuster dba I.A. Kuster Const. Insp.	40-6230	DSA Class I Inspector Grav Modern Phase II		2,635.00
1552250	03/17/2017	Really Good Stuff Inc.	03-4310	Supplies for Patti Carlson		33.92
1552251	03/17/2017	Redwood Pediatric Therapy Asso	03-5811	OT/PT Svcs for Students		570.57
1552252	03/17/2017	Safeway	12-4390	Daycare Supplies & Snacks for 2016/17		296.57
1552253	03/17/2017	Sonoma Media Investments, LLC	04-5825	Hillcrest Advertising Open House		2,311.20
1552254	03/17/2017	Southern Oregon University	04-5826	Lodging/Meals for Shakespeare Festival Trip		1,600.00
1553078	03/22/2017	AXIA	40-6210	Gravenstein Modernization, Phase III	28.04	53,334.50
1553079	03/22/2017	J. Stanley Correia	01-5830	16/17 Psych Services		
1553080	03/22/2017	Murray Building, Inc.	03-5830	16/17 Psych Services	288.87	680.00
1555010	03/29/2017	Advanced Security Systems	04-5830	16/17 Psych Services	363.09	
1555011	03/29/2017	California's Valued Trust	21-6200	Grav Elem Modernization Phase II	27,421.99	
1555012	03/29/2017	Clover-Stornetta Farms Inc.	40-6200	Grav Elem Modernization Phase II	85,111.57	112,533.56
1555013	03/29/2017	Tony Corsello	01-5830	Fire Alarm System at Grav Elementary 16/17		110.00
1555014	03/29/2017	Frontline Education	01-9572	Employee's CVT Health Plan Coverage 16/17		44,809.00
1555015	03/29/2017	Jack Schreder & Associates, In c.	13-4700	Milk Purchases 2016-17		119.00
			04-5880	Basketball Referee		70.00
			01-5830	Aesop - Absence and Substitute Management	200.00	
			03-5830	Aesop - Absence and Substitute Management	2,400.00	
			04-5830	Aesop - Absence and Substitute Management	1,400.00	4,000.00
			01-5830	Consulting Services for GUSD Facilities Prgm	5.44	
			03-5830	Consulting Services for GUSD Facilities Prgm	65.25	
			04-5830	Consulting Services for GUSD Facilities Prgm	38.06	108.75
1555016	03/29/2017	MCI Comm Service	12-5911	Daycare Phone Line for 2016-17		12.87
1555017	03/29/2017	Office Depot	01-4350	Supplies for Gravenstein, DO and Hillcrest	66.44	
			03-4310	Supplies for Gravenstein, DO and Hillcrest	87.53	
			04-4350	Supplies for Gravenstein, DO and Hillcrest	21.30	175.27

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Checks Dated 03/01/2017 through 03/31/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1555018	03/29/2017	Santa Rosa City Schools	13-4710	Lunch Program for 2016-17		5,739.25
1555019	03/29/2017	School Services Of California	01-5200	Governor's Budget Workshop Reg.	20.50	
			03-5200	Governor's Budget Workshop Reg.	246.00	
			04-5200	Governor's Budget Workshop Reg.	143.50	410.00
1555020	03/29/2017	Sonoma County Office Of Ed.	01-5812	Envelopes with Windows	9.45	
			03-5812	Envelopes with Windows	113.40	
			04-5812	Envelopes with Windows	66.15	189.00
1555021	03/29/2017	West County Transportation	03-5804	Special Ed Transportation 2016-17	799.94	
			04-5804	Special Ed Transportation 2016-17	848.06	1,648.00
Total Number of Checks					82	707,205.58

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	32	100,540.69
03	Gravenstein Elementary Charter	34	52,018.33
04	Hillcrest Middle Charter	40	40,738.86
12	Child Development Fund	4	2,908.26
13	Cafeteria Fund	6	6,155.25
21	Building	4	112,166.35
40	Special Reserve-capital Proj	5	392,677.84
Total Number of Checks		82	707,205.58
Less Unpaid Tax Liability			.00
Net (Check Amount)			707,205.58

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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.

Created WLHOLDEN, 4/6/2017
 Requisition #
 Location
 Department BUSINESS
 Source Manual

Comment Board Approved Increase to Contribution 3-8-17

Line Seq	Account #	Comments	Acct Type	Increase	Decrease
1	40-0000-0-0000-9300-8912-103-0000	Board Approved Increase to Contribution 3-8-17	R	104,114.00	
2	01-0000-0-0000-9300-7612-000-0000	Board Approved Increase to Contribution 3-8-17	E	104,114.00	
3	01-0000-0- - -9790- -	Board Approved Increase to Contribution 3-8-17	B		104,114.00
4	40-0000-0- - -9790- -	Board Approved Increase to Contribution 3-8-17	B	104,114.00	
BT # BR17-00102 Net Change to Expense				104,114.00	
BT # BR17-00102 Net Change to Revenue				104,114.00	
BT # BR17-00102 Net Change to Starting Balance					
BT # BR17-00102 Net Change to Fund Balance					.00

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LV C

IV E

Williams Settlement Quarterly Uniform Complaint Report - January 1, 2017 - March 31, 2017

Education Code §35186(d): A school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

* Required

Name of District

Gravenstein USD

Name and Title of Person Reporting *

Jennifer Schwinn

Phone Number *

707-823-5361

Email Address *

jschwinn@grav.k12.ca.us



INSTRUCTIONAL MATERIALS

INSTRUCTIONAL MATERIALS

- There were 0 complaints received during this quarter.
- YES, there were complaints, there were complaints resolved and/or there were complaints unresolved - please give detailed information below by listing each complaint and associated solution

TEACHER VACANCY AND/OR MISASSIGNMENT *

- There were 0 complaints received during this quarter
- YES, there were complaints, there were complaints resolved and/or there were complaints unresolved - please give detailed information below by listing each complaint and associated solution

FACILITIES *

- There were 0 complaints received during this quarter
- YES, there were complaints, there were complaints resolved and/or there were complaints unresolved - please give detailed information below by listing each complaint and associated solution

CAHSEE Intensive Instruction and Services *

- There were 0 complaints received during this quarter
- YES, there were complaints, there were complaints resolved/and or there were complaints unresolved - please give detailed information below by listing each complaint and associated solution

INSTRUCTIONAL MATERIALS

Complaint Details

Your answer:

TEACHER VACANCY AND/OR MISASSIGNMENT

LEARNING GOALS AND MEASUREMENT

Complaint Details

Your answer

FACILITIES

Complaint Details

Your answer

CAHSEE Intensive Instruction and Services

Complaint Details

Your answer

Submit

Never submit passwords through Google Forms.

This form was created inside of Sonoma County Office of Education. Report Abuse - Terms of Service - Additional Terms

Your response



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IV F

**Agreement for Sonoma County Schools Connect Consortium
Telecommunications Services to Public Schools
Sonoma County Superintendent of Schools
Steven Herrington, Superintendent**

THIS AGREEMENT, made and entered into as of this first day of July, 2016, by and between the SONOMA COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as SCOE) acting as the lead Local Education Agency (LEA) on behalf of the SONOMA COUNTY SCHOOLS CONNECT CONSORTIUM FOR TELECOMMUNICATIONS, and Gravenstein USD hereinafter referred to as "School/District;"

WHEREAS, SCOE, acting as the lead Local Education Agency (LEA) on behalf of the SONOMA COUNTY SCHOOLS CONNECT CONSORTIUM FOR TELECOMMUNICATIONS, to provide telecommunications services to the school districts; and


WHEREAS, in order to provide such services, SCOE is authorized to purchase or acquire equipment and apparatus, to service and maintain the equipment and apparatus, and to distribute the same to the school districts in Sonoma County; and

WHEREAS, the School/District wishes to receive services in accordance with the terms of this Agreement;
NOW THEREFORE, IT IS AGREED as follows:

1. **Services:** The Sonoma County Schools Connect Consortium for Telecommunications shall provide the following:
 - Access to Sonoma County Schools Connect Consortium for Telecommunications Wide Area Network
 - Internet filtering services to remain compliant with federal CIPA regulation and to receive E-Rate funding
 - Internet firewall services to protect the network from unauthorized access
 - Connection to SCOE financial system via the WAN
 - WAN equipment maintenance
 - Wide Area Network technical support and site contact personnel training
 - Support for CALPADS
 - Optional email filtering
 - Optional server/virtual server hosting
 - Optional hosted Aeries SIS
2. **Payment:** School/District agrees to pay SCOE for its services under this Agreement pursuant to the attached addendum for Schools Connect Consortium Fees. The addendum will be revised yearly to reflect changes to enrollment, services, and circuits. School/District will issue payment to SCOE within thirty (30) days of receipt of final invoice from SCOE.

Annual fees may be increased in any subsequent contract year if SCOE and/or the Sonoma County Schools Connect Consortium for Telecommunications give written notice to the School/District by April 30th of each contract year of the increased amount for the following year.
3. **Contingencies:** Circuit fees are contingent on receiving federal E-Rate and California Teleconnect Fund (CTF) discounts. SCOE will use School/District enrollment and Free and Reduced Lunch counts certified on the CALPADS Fall 1 reporting on the E-Rate application. School/District will provide a signed Form 479 to certify CIPA compliance. Once each five years School/District will sign a Letter of Agency to allow SCOE to file for E-Rate on their behalf.
4. **Term and Renewal:** The term of this Agreement shall be **July 1, 2016 to June 30, 2019**, unless, at least one year and one day prior to the end of any fiscal year in which the Agreement is in effect, either party gives notice in writing to the other party of its intent to withdraw from the Agreement. School/District will be required to compensate SCOE for all services rendered through the date of termination. Contracts for vendor services may still apply to School/District. If the School/District withdraws from this Agreement, it will not be eligible to return as a member of the Schools Connect Consortium for three years from the expiration of the previous term.
5. **Copyright:** School/District shall comply with and shall be solely liable for any violations of the United States Copyright Law (17 U.S.C. Section 101 et seq.).
6. **Acceptable Use Policies:** School/District assumes the responsibility for adopting an Acceptable Use Policy for telecommunication uses by staff and students via the Schools Connect Consortium Wide Area Network.
7. **Indemnity/Hold Harmless:** School/District shall defend with counsel acceptable to SCOE, indemnify and hold harmless to the full extent permitted by law, SCOE 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 this Agreement or its failure to comply with any of its obligations contained in these contract documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of SCOE.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement on the day and year first above written.



Superintendent
Gravenstein USD

3/15/17

Date

Steven Herrington, Superintendent of Schools
Sonoma County Office of Education

Date

**Agreement for Sonoma County Schools Connect Consortium
Telecommunications Services to Public Schools
Sonoma County Superintendent of Schools
Steven Herrington, Superintendent
Addendum to Gravenstein USD**

**2016-17 Schools Connect Consortium Addendum
Gravenstein USD**

Consortium Member fee - \$5 per 730 students *	\$3650	
CIPA compliant filtering service - \$.64 per 730 students	\$467	
Connection Fee	1200	
DP Fee - \$5 per 730 students (min \$1200)	3650	
Aeries hosting - \$250 per 0 sites (Optional)	\$0	
Barracuda Email filtering (Optional)	\$0	
Hosted Servers/Virtual servers (Optional)	\$0	
Hosted Virtual Desktop (Optional)	<u>\$0</u>	
Total SCOE services		\$5317
Internet circuits – total circuits per district	\$30505	
Less E-Rate and CTF discounts	<u>\$-23067</u>	
Net circuit cost		\$7438
 Total Consortium Costs		 <u>\$16405</u>

* Enrollment count based on 15-16 CALPADS 1.17 report

VENDOR - PO without Receiving **Fiscal Year 2015/16**

Requisition Number **R16-00020** *(2015-16 Fees)* Requisition Date **06/23/2015**

Summary			
Created by	TSEIDITA, 6/23/2015	PO #	P16-00020
Department	BUSINESS	Responsibility	Goods & Services Academic Dept
Status	Complete		
On Hold	No	Attachments	None
Requisitioner	Tonia Seidita	Board Date	
Order Site	0003 - DISTRICT OFFICE		
Delivery Site	0003 - DISTRICT OFFICE		
Delivery Date		Room	
Project			
Info	Schools Connect Consortium Yr 15-16		
		Non Taxable	11,587.05
		Taxable	.00
		Tax (8.2500)	.00
		Shipping (0.00)	.00
		Adjustment	.05-
		Requisition Total	11,587.00

Requisition Vendor Information

000644/1 Sonoma County Office Of Ed.
5340 Skylane Boulevard , Santa Rosa, CA 95403

Purchasing

PO Date 06/23/2015 PO Printed Date 09/17/2015 Buyer -
Quote Quote Date

Line Items							Change Level 0
Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended	
2015-16 Schools Connect Consortium							
1 Consortium Contract Yr16 Membership		EACH	704		4.7500	3,344.00	
2 Consortium Contract Y16 CIPA Internet Filter Fee		EACH	704		.6407	451.05	
3 Annual Existing Circuit Cost		EACH	1		7,792.0000	7,792.00	
Circuits per District \$30,505.00							
ERATE discount (\$22,713.00)							
Net Cost \$ 7,792.00							

Accounts	Amount	Encumbered	Expensed	Outstanding
01- 1100- 0- 1110- 1000- 5840- 105- 0000 (2016) Computer/tech R.Instruction,Regular Educati,Not Requi	579.35		579.35	
03- 1100- 0- 1110- 1000- 5840- 103- 0000 (2016) Computer/tech R.Instruction,Regular Educati,Not Requi	6,720.48		6,720.48	
04- 1100- 0- 1110- 1000- 5840- 104- 0000 (2016) Computer/tech R.Instruction,Regular Educati,Not Requi	4,287.17		4,287.17	

Invoice/Payment Information

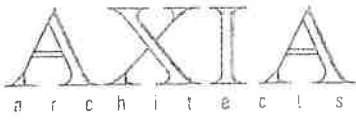
Invoice #	Check #	Paid	Status	Invoice Amount	Payee Id
IN16-00539	1435070	09/23/2015	Check Printed	11,587.00	000644/1

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V B

Distribution:

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
IOR (copy)	<input type="checkbox"/>
DSA	<input type="checkbox"/>



Via:

Fax	<input type="checkbox"/>
E-Mail	<input checked="" type="checkbox"/>
Mail	<input checked="" type="checkbox"/>
Overnite	<input type="checkbox"/>
Hand	<input checked="" type="checkbox"/>

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No. 73
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 829,071.38
The Contract Sum prior to this Change Order was	\$ 4,084,071.38
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 8,821.16
The new Contract Sum including this Change Order will be	\$ 4,092,892.54
The Contract Time will be UNCHANGED by this Change Order in the amount of	0
The Date of Completion as of the date of this Change Order:	3/25/2017

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT	CONTRACTOR	OWNER
AXIA Architects	Murray Building Inc.	Gravenstein Union School District
250 D Street, Suite 210	1181 Broadway	3840 Twig Ave.
Santa Rosa, CA 95404	Sonoma, CA 95476	Sebastopol, CA 95472
By. _____	By. _____	By. _____
Date _____	Date _____	Date _____

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

SUMMARY OF ATTACHMENTS TO: **Change Order No.** 73
 Contract For: Phase 2
 DSA File No.: 49-39
 DSA App. No.: 01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
1.	RFI #141	Additional Alarm Work in Pump House	73		\$ 8,821.16	0	0	0	0
2.				TOTALS	\$ 8,821.16				
3.									
4.									
5.									
6.									
7.									
8.									
9.									

END OF SUMMARY

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CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

73

TITLE: **Additional Alarm Work In Pump House**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. 73 Date: 3/2/2017 Arch. Project No. 940.00 Contract For: Modernization Contract Date: 5.31.16 DSA File No. 01-115393 DSA App. No. OPSC App. No. Response to: Arch. RFP No. RFI #141
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:	

DESCRIPTION: COR for the additional work required to the designed fire alarm system in the pump house as per RFI #141.

MODIFICATION TO
CONTRACT SUM:
(Line 22 from Page 2) \$8,821.16

MODIFICATION TO
CONTRACT TIME: _____
Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

"It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."

"Any alteration or revision of this Document, its terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By: Scott Murray
Date: 3/2/2017

Fax:

Architect's Action

- REJECT - Received Too Late.
- REJECT - Inadequate Back-Up.
- REJECT - Not in Proper Form.
- Review and Comment Only

SUMMARY OF ATTACHMENTS TO:
PROJECT:
Gravenstein Modernization
3840 Twig Ave.

C.O. R. No.: 73
Project No.: _____
Date: 3/2/2017
DSA App. No.: 0.00
Page 2
of 3
ADDED CREDIT

Line TITLE: Additional Alarm Work In Pump House

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	\$0.00

SUBCONTRACT WORK (Provide separate breakdown for each subcontract)

9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$7,862.00	\$0.00
12	Subtotal	\$7,862.00	\$0.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$7,862.00	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$786.20	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	<u>\$8,648.20</u>	<u>\$0.00</u>
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	<u>\$8,648.20</u>	<u>\$0.00</u>
19	Applicable Taxes (itemized by Levy and by contract)	<u>\$0.00</u>	<u>\$0.00</u>
20	Subtotal (sum of lines 18 and 19)	<u>\$8,648.20</u>	<u>\$0.00</u>
21	Bond not to exceed two percent (2%) of line 20.	<u>\$172.96</u>	<u>\$0.00</u>
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	<u>\$8,821.16</u>	<u>\$0.00</u>

* Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
IOR (copy)	<input type="checkbox"/>
DSA	<input type="checkbox"/>



Via:

Fax	<input type="checkbox"/>
E-Mail	<input checked="" type="checkbox"/>
Mail	<input checked="" type="checkbox"/>
Overnite	<input type="checkbox"/>
Hand	<input checked="" type="checkbox"/>

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
Gravenstein Union School District
Sebastopol, CA 95472

Change Order No. 74
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

CONTRACTOR: Murray Building Inc.
1181 Broadway
Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	
Net change by previous Change Orders	\$ 3,255,000.00
The Contract Sum prior to this Change Order was	\$ 837,892.54
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 4,092,892.54
The new Contract Sum including this Change Order will be	\$ 1,074.17
The Contract Time will be UNCHANGED by this Change Order in the amount of	\$ 4,093,966.71
The Date of Completion as of the date of this Change Order:	<u>0</u>
	3/25/2017

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT

AXIA Architects
250 D Street, Suite 210
Santa Rosa, CA 95404
By:
Date

CONTRACTOR

Murray Building Inc.
1181 Broadway
Sonoma, CA 95476
By:
Date

OWNER

Gravenstein Union School District
3840 Twig Ave.
Sebastopol, CA 95472
By:
Date

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

SUMMARY OF ATTACHMENTS TO: Change Order No.

74
 Contract For: Phase 2
 DSA File No.: 49-39
 DSA App. No.: 01-115393

No Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract					
					DoC	M1	M2	M3		
TOTALS:					\$	1,074.17	0	0	0	0
1.	Over Time During Framing	74	Owner	\$	1,074.17					
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

74

TITLE: **Over Time During Framing**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. Date: Arch. Project No. Contract For: Contract Date: DSA File No. DSA App. No. OPSC App. No. Response to: Arch. RFP No.	74 <u>3/2/2017</u> <u>940.00</u> <u>Modernization</u> <u>5.31.16</u> <u>01-115393</u> _____ _____ _____
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:		

DESCRIPTION:

COR for the additional cost of overtime that was requested by the district during construction. District requested OT in order to make up for some lost time that had occurred due to weather related delays. COR is only for cost differential between regular time and OT.

MODIFICATION TO
CONTRACT SUM:

(Line 22 from Page 2) \$1,074.17

MODIFICATION TO
CONTRACT TIME:

Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

"It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."

"Any alteration or revision of this Document, its terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By: Scott Murray
Date: 3/2/2017

Fax:

Architect's Action

- REJECT - Received Too Late.
- REJECT - Inadequate Back-Up.
- REJECT - Not in Proper Form.
- Review and Comment Only

SUMMARY OF ATTACHMENTS TO:
PROJECT:
Gravenstein Modernization
3840 Twig Ave.

C.O. R. No.: 74
Project No.: _____
Date: 3/2/2017
DSA App. No.: 0.00
Page 2
of 3
ADDED CREDIT

Line	TITLE:	Over Time During Framing	ADDED	CREDIT
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ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)		\$0.00	\$0.00
2	Labor (attach itemized hours and rates)		\$915.75	\$0.00
3	Equipment (attach invoices)		\$0.00	\$0.00
4	Subtotal		\$915.75	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.		\$137.36	\$0.00
6	Subtotal		\$1,053.11	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.			\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)		\$1,053.11	\$0.00

SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*

9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)		\$0.00	\$0.00
10	Labor (attach itemized hours and rates)		\$0.00	\$0.00
11	Vendor (attach invoices)		\$0.00	\$0.00
12	Subtotal		\$0.00	\$0.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.		Incl.	\$0.00
14	Subtotal		\$0.00	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.		\$0.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.		\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	<u>\$0.00</u>	<u>\$0.00</u>
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	<u>\$1,053.11</u>	<u>\$0.00</u>
19	Applicable Taxes (itemized by levy and by contract)	<u>\$0.00</u>	<u>\$0.00</u>
20	Subtotal (sum of lines 18 and 19)	<u>\$1,053.11</u>	<u>\$0.00</u>
21	Bond not to exceed two percent (2%) of line 20.	<u>\$21.06</u>	<u>\$0.00</u>
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	<u>\$1,074.17</u>	<u>\$0.00</u>

*

Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:
 OWNER
 ARCHITECT
 CONTRACTOR
 IOR (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

PROJECT:	Gravenstein Ph 2 Modernization Gravenstein Union School District Sebastopol, CA 95472	Change Order No.	75
		Contract For:	Phase 2
		Contract Date	05-24-16
		DSA File No.:	49-39
		DSA App. No.:	01-115393
CONTRACTOR:	Murray Building Inc. 1181 Broadway Sonoma, CA 95476	Arch. Project No.:	940
		Arch File Code:	97.00

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 838,966.71
The Contract Sum prior to this Change Order was	\$ 4,093,966.71
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 7,997.04
The new Contract Sum including this Change Order will be	\$ 4,101,963.75
The Contract Time will be UNCHANGED by this Change Order in the amount of	0
The Date of Completion as of the date of this Change Order:	3/25/2017

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT AXIA Architects 250 D Street, Suite 210 Santa Rosa, CA 95404 By: Date	CONTRACTOR Murray Building Inc. 1181 Broadway Sonoma, CA 95476 By: Date	OWNER Gravenstein Union School District 3840 Twig Ave. Sebastopol, CA 95472 By: Date
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SUMMARY OF ATTACHMENTS TO: Change Order No.

75

PROJECT:

Gravenstein Ph 2 Modernization
Gravenstein Union School District

Contract For:

Phase 2

DSA File No.:

49-39

DSA App. No.:

01-115393

Calendar Days Added to Contract			
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No Reference:	Description:	C.O.R. #	Request by:	Amount	DoC	M1	M2	M3
TOTALS:				\$ 8,108.22	0	0	0	0
1.	RFI #158	67.1	Owner	\$ 8,108.22				

- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

67.1

TITLE: **Attic Modifications**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. 67.1 Date: 4/7/2017 Arch. Project No. 940.00 Contract For: Modernization Contract Date: 5.31.16 DSA File No. 01-115393 DSA App. No. OPSC App. No. Response to: Arch. RFP No. RFI #158
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:	

DESCRIPTION: COR for the modifications to the attic that were required due to the response to RFI #158.

MODIFICATION TO
CONTRACT SUM:
(Line 22 from Page 2) \$7,997.04

MODIFICATION TO
CONTRACT TIME: _____
Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

"It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."

"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By: Scott Murray
Date: 4/7/2017

Fax:

Architect's Action

<input type="checkbox"/>	REJECT - Received Too Late.
<input type="checkbox"/>	REJECT - Inadequate Back-Up.
<input type="checkbox"/>	REJECT - Not in Proper Form.
<input type="checkbox"/>	Review and Comment Only

SUMMARY OF ATTACHMENTS TO:
PROJECT:
Gravenstein Modernization
3840 Twig Ave.

C.O. R. No.:	67.1
Project No.:	
Date:	4/7/2017
DSA App. No.:	0.00
Page	2
of	3
ADDED	CREDIT

Line TITLE: Attic Modifications

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$1,447.70	-\$109.00
2	Labor (attach itemized hours and rates)	\$3,581.50	\$0.00
3	Equipment (attach invoices)	\$240.00	\$0.00
4	Subtotal	\$5,269.20	-\$109.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$790.38	\$0.00
6	Subtotal	\$6,059.58	-\$109.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$6,059.58	-\$109.00
SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$1,717.87	\$0.00
12	Subtotal	\$1,717.87	\$0.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$1,717.87	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$171.79	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$1,889.66	\$0.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$7,949.24	-\$109.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$7,949.24	-\$109.00
21	Bond not to exceed two percent (2%) of line 20.	\$158.98	-\$2.18
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$8,108.22	-\$111.18

* Attach additional copies of this page as required to summarize additional subcontracts.

V C

Memorandum of Understanding between the Gravenstein Union School District and the Gravenstein Schools Magnet Program Foundation

Fiscal Year Ending June 30, 2018

• **PARTIES:** The parties to this Memorandum of Understanding (hereafter "MOU" or "Agreement") are the Gravenstein Union School District (District) and the Gravenstein Schools Magnet Program Foundation (MPF). The District and the MPF warrant that the individuals executing this Agreement have the authority to bind the parties.

Jim Barrios 1/15/17 11:16 AM
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• **TERMINATION AND RENEWAL OF AGREEMENT:** This Agreement covers the 2017-18 school year. The parties anticipate yearly rolling renewal of this Agreement, but either party may refuse to renew the Agreement without cause. The renewal of this Agreement must be completed by March 1st in the year in which the Agreement expires.

Jim Barrios 1/15/17 11:16 AM
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Jim Barrios 3/5/17 2:04 PM
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J S 3/13/17 6:14 PM
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Jim Barrios 1/15/17 11:34 AM
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J S 3/13/17 6:14 PM
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• UNDERSTANDINGS:

• The MPF is a non-profit corporation established to support the Gravenstein Union School District creative arts magnet program.

• The MPF agrees that it will fulfill all requirements of a school-connected organization in accordance with District Board Policy/Administrative Regulation 1230.

• The MPF agrees that all funds raised by the MPF are and will be used for the benefit of students enrolled in the District's creative arts magnet program in accordance with Education Code 51521.

• The MPF will maintain Directors' and Officers' liability insurance in the amount of at least \$1,000,000. The MPF will provide the District with certificates of insurance for all insurance policies.

• The MPF may supply, with the approval of the District Superintendent, contractors exclusively paid by the MPF and volunteers to supplement the program. All MPF contractors and volunteers are subject to District policies and regulations but are not considered District employees or contractors. The District will fingerprint all MPF contractors prior to contact with students.

• Under District supervision, the MPF may supply additional instructional materials at the MPF expense. Materials purchased by MPF for use by the Magnet Program students or classrooms constitute donations to the District specifically for the benefit of the Magnet Program.

• The District Superintendent will supervise the Magnet Program curriculum and materials, which will follow the California State Board of Education approved Standards.

• Magnet Program students are enrolled in the District and are subject to District policies and regulations.

• The District will employ and supervise the Magnet Program Director and all certificated program teachers, who will receive District benefits and be subject to District policies and regulations.

J S 3/13/17 6:15 PM
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• The District will provide Magnet Program students and classrooms with equivalent instructional materials and equipment as other District students and classrooms in similar grade levels.

• The Magnet program class size in grades K-3 is the same as regular program. The District's goal for the Magnet program in grades 4-8 is a class size of 24 to 26 students.

• SCHEDULE OF REIMBURSEMENTS TO THE DISTRICT: The MPF agrees to contribute the following reimbursements to the District:

• Reimbursement of Magnet Program teacher stipends: The District will pay a stipend not to exceed \$1,500 per teacher, per class room, for the 2017-18 school year to each core Magnet Program teacher to compensate for the extra time spent during the longer school day for Magnet Program students. The MPF agrees to reimburse the District for these stipends in three equal installments at the end of each trimester.

The District may, at its discretion, assign 7th and 8th grade core Magnet teachers to duties associated with the District's regular program, as needed to offset or reduce the District teaching expense.

The MPF agrees to reimburse the District for the cost to provide full-time core Magnet teachers in grades 7/8. For the 2017-18 school year the reimbursement will not exceed \$10,000. The MPF agrees to pay this reimbursement in three equal installments within 30 days of each trimester's invoice from the District.

• Reimbursement for Spanish instruction: The parties recognize that the State of California does not cover the cost of Spanish instruction at the K-8 level and, in the District, such instruction is paid for by reimbursements from the District's parent foundations. The MPF agrees to partially reimburse the District for the cost of Spanish enrichment provided to the Magnet Program students. The cost of reimbursement for the 2017-18 school year will not exceed \$25,000.00. The MPF agrees to pay this reimbursement in three equal installments with 30 days of each trimester's invoice from the District.

• Reimbursement of District-employed enrichment instructors: District employees who provide enrichment instruction to Magnet Program students during the Magnet Program school day will be paid additional compensation by the District, at their hourly rate when such instruction requires them to teach in excess of a six-period day (i.e. no prep period in a full-time day). The MPF agrees to reimburse the District for the actual cost to the District of such instruction, which we estimate to be \$5,000 for the 2017-18 school year.

• Fingerprinting Reimbursement: The MPF will reimburse the District for actual fingerprinting costs of MPF contractors and parent volunteers.

• Fieldtrip Reimbursement: A variety of unique fieldtrips are an integral part of the Magnet program. Fieldtrips that take place or begin during the instructional day are considered District fieldtrips and must be approved by the District Superintendent. The MPF agrees to reimburse the District for the cost of Magnet Program fieldtrips under the following circumstances:

•MPF will provide the District with a field trip block grant, not to exceed \$90,000, to provide support for Magnet Program field trips. Funding for field trips beyond the \$90,000 cap may be requested, and the MPF Board will consider the request, if funds are available.

• Any additional field trips that are not specifically approved by the MPF Board must be within the grade-level field trip budget to assure MPF reimbursement to the District.

•The Program Director must obtain MPF Board approval in advance to fund PROGRAM field trips and related costs that are expected to exceed \$2,000. Additionally, the Director will obtain MPF Board approval for cost overages.

• The District shall supply all invoices documenting the costs for which it is requesting reimbursement.

• The District will provide advance payment of the cost of all trips.

•Families may be asked to donate toward the cost of some field trips, and all such donations will reimburse the District.

• DISTRICT REPORTING TO MPF: The District agrees to provide the following to the MPF:

Jim Barrios 1/15/17 11:17 AM

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Jim Barrios 1/15/17 11:17 AM

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Jim Barrios 1/15/17 11:19 AM

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J S 3/13/17 8:01 PM

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J S 3/13/17 8:02 PM

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J S 3/13/17 7:49 PM

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Jim Barrios 1/15/17 11:00 AM

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J S 3/13/17 7:59 PM

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- Monthly Program classroom enrollment information which will include a listing of all students currently enrolled in the Program at the end of the monthly reporting period.
- Monthly invoices detailing amounts payable to the District for Program expenditures. The monthly invoices will be supported with appropriate third party backup documentation such as a vendor invoices.

Jim Barrios 1/15/17 11:03 AM
Comment: Can we expedite the process by which MPF receives these invoices? Third trimester invoices are not received until the following academic year.

• **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties as to the Understandings and Reimbursements covered herein, and any prior written or oral agreements are merged herein. It shall be construed as jointly drafted, not for or against any party. Both parties acknowledge that they have had the opportunity to be advised by legal counsel of their choosing.

• **AMENDMENT:** This Agreement may be modified or amended only by a written agreement signed by the authorized representatives of the parties.

• **WAIVER:** No waiver of any term or provision of this Agreement will be valid unless such waiver is in writing, signed by the party against whom enforcement of the waiver is sought. The waiver of any term or provision of this Agreement shall not apply to any subsequent breach of this Agreement.

• **COUNTERPARTS:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together they shall constitute one and the same instrument.

• **SEVERABILITY:** The provisions of this Agreement shall be deemed severable, and, if any part of any provision is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms.

Jim Barrios 1/15/17 11:33 AM
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• **MEET AND CONFER:** Communication is crucial to the ongoing viability of the Magnet Program. In the event of any dispute arising under this Agreement, the parties shall meet and confer in good faith to attempt to resolve any issues. The parties may, but are not required, to participate in neutral mediation to facilitate the discussion and resolution process.

Dated:

_____ Jim Horn, President GUSD Board of Trustees

_____ Alexis Boutin, President, MPF Board of Directors

Referee 3/14/17 7:21 PM
 Deleted: Jim Barrios

MPF Board Approved: _____ GUSD Board Approved: _____

Jim Barrios 1/15/17 11:32 AM
 Deleted: 4-13-16

Page 2: [1] Deleted	J S	3/13/17 8:03 PM
• Reimbursement of 7/8 grade science and math teachers: 7th and 8th grade Magnet Program students receive regular science and math instruction from District teachers who are not core Magnet Program teachers.		
Page 2: [2] Deleted	J S	3/13/17 8:03 PM
Optionally, During these classes, the 7th and 8th grade core Magnet Program teachers may spend this time assist in the instruction of math and science, also to offset or reduce District expense in providing math and science instruction to 7 th and 8 th grade Magnet Program students.		
Page 2: [3] Formatted Superscript	Jim Barrios	3/5/17 2:59 PM
Page 2: [3] Formatted Superscript	Jim Barrios	3/5/17 2:59 PM
Page 2: [4] Deleted	Jim Barrios	3/5/17 2:45 PM
to benefit the Magnet program and do not instruct students in the District's regular program, resulting in additional District teaching expense.		
Page 2: [5] Deleted	J S	3/13/17 8:04 PM
as well as additional math and science instruction		
Page 2: [6] Deleted 2016-17	Jim Barrios	1/15/17 11:17 AM
Page 2: [6] Deleted \$26,000.00	Jim Barrios	1/15/17 10:58 AM
Page 2: [6] Deleted at the end of each trimester.	Jim Barrios	3/5/17 3:02 PM
Page 2: [7] Deleted	J S	3/13/17 8:11 PM
Page 2: [8] Comment	Referee	3/14/17 7:17 PM
This should be deleted since \$25,000 is in excess of GSF's contribution.		
Page 2: [9] Deleted	J S	3/13/17 6:19 PM
7,500 or the total annual amount contributed by the Gravenstein Schools Foundation		
Page 2: [10] Deleted	Jim Barrios	3/5/17 3:03 PM
The MPF agrees to reimburse the District in three equal installments at the end of each trimester.		
Page 2: [11] Comment	Referee	3/14/17 7:20 PM
I believe that we are hoping it will be less, since the 7/8 instructors will not be teaching within the six-period day. Maybe just strike all text highlighted here? The dollar amount doesn't appear to serve a purpose anyway.		
Page 2: [12] Deleted	J S	3/13/17 8:01 PM
• The PROGRAM Director must obtain MPF Board approval in advance to fund PROGRAM fieldtrips and related costs that are expected to exceed \$2,000. Additionally, the Director will obtain MPF Board approval for cost overages.		
Page 2: [13] Deleted	J S	3/13/17 7:59 PM



GRAVENSTEIN UNION SCHOOL DISTRICT

IV D

Jennifer Schwinn, Superintendent
3840 Twig Avenue
Sebastopol, CA 95472
707-823-7008 (v)
707-823-2108 (f)
Email: jschwinn@grav.k12.ca.us

Board of Trustees
Jim Horn
Steve Schwartz
Sandra Wickland
Desiree Beck
Gregory Appling

March 22, 2017

Re: Request for Qualifications/Proposals for Energy Master Planning Services - Proposition 39 Funding

To Whom It May Concern:

Gravenstein Union School District ("District") invites proposals from qualified consultants, to provide Energy Master Planning Services to the District as described in the attached Request for Qualifications/Proposals ("RFQ"). The District intends to select the consultant, in the District's opinion, best meets the District's needs for the services required for Energy Master Planning.

The RFQ is not a formal request for bids nor an offer by the District to contract with any party responding to the RFQ. The District reserves the right to reject any and all proposals, or any or all items of any proposal. Questions regarding this RFQ may be directed in writing via email to: Wanda Holden at wholden@grav.k12.ca.us

Emailed proposals will be accepted in PDF format. Each proposal must be received by the District on or before April 6, 2017, at 4:30 p.m. Proposals must be addressed as follows:

Gravenstein Union School District
Attn: Jennifer Schwinn
3840 Twig Avenue
Sebastopol, CA 95472-5750

Email: jschwinn@grav.k12.ca.us

Sincerely,



Jennifer Schwinn, Superintendent

Enclosure: RFQ, Standard Consultant Contracts

GRAVENSTEIN UNION SCHOOL DISTRICT

**REQUEST FOR STATEMENT OF
QUALIFICATIONS/PROPOSALS**

for

**ENERGY CONSERVATION &
CLEAN ENERGY CONTRACTOR SERVICES**

Request for Statement of Qualifications/Proposals for Energy Conservation & Clean Energy Contractor Services

I. OVERVIEW

Introduction

The Gravenstein Union School District ("District") is seeking statements of qualifications/proposals from firms that can provide consulting services related to energy conservation and clean energy. The District intends to establish a pool of qualified third party Responders with whom the District will solicit individual energy service project responses from. The selected Responder(s) will facilitate the cost-effective development of energy projects for District's facilities and shall be free from conflicts of interest arising from financial relationships with potential suppliers, constructors, financiers, or owners of related projects or products. This RFQ covers Prop 39 submissions for the Gravenstein Union School District, Gravenstein Elementary Charter School, and Hillcrest Charter School. There must be a separate consultant contract prepared for each of these submissions.

Background

The Gravenstein Union School District is a district with an enrollment exceeding 730 students in two district schools and two charter schools which are housed on two separate campuses. Its buildings comprise of traditional school buildings, portable classrooms, and administrative offices. The District is currently finishing the Phase 2 Modernization Project. The Gravenstein USD Facilities Master Plan can be found on the District website at grav.k12.ca.us. The District is governed by an elected board of five members who serve four-year terms, and is staffed by over 80 teaching, support, and administrative employees.

II. GENERAL INSTRUCTIONS

Interested firms are invited to submit one (1) original signed proposal and/or one (1) digital copy (flash drive or by email) in PDF format.

The proposal shall be submitted in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than 4:30 p.m. on Thursday, April 6, 2017 to the following address:

Gravenstein Union School District
Attn: Superintendent Schwinn
3840 Twig Avenue
Sebastopol, CA 95472-5750

The sealed envelope shall be marked on the outside lower left corner with the words "RFQ for Energy Conservation Services". **Due to the tight timeline of this RFQ, emailed proposals will be accepted in PDF format and may be sent to Superintendent Jennifer Schwinn at jschwinn@grav.k12.ca.us**. It is the firm's sole responsibility to ensure that their response is received prior to the scheduled closing time for receipt of statements of qualifications. No corrected or resubmitted proposals will be accepted after the deadline. Faxed responses are not appropriate for submission and will not be accepted or considered.

This Request for Statement of Qualifications does not commit the Gravenstein Union School District to award a contract or pay any costs incurred in the preparation of a response to this request. The District reserves the right to accept all or part of any responses or to cancel in part or in its entirety this Request Statement of Qualifications. The District further reserves the right to accept the response that it considered to be in their best interest.

All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. All responses, whether selected or rejected, shall become the property of the District.

No business entity, including any agent of such entity, shall directly or indirectly contact any District Board of Education member immediately before or during the RFQ process of any project on which the business entity intends to or has submitted a RFQ. Any vendor violating this policy shall be deemed disqualified from the RFQ. Should such contact come to light after the RFQ is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the vendor shall be liable for any damage incurred by the district. The Board shall exercise its best judgment for the benefit of the district in making a decision whether to proceed or not, depending on all of the facts and circumstances.

Requests for Information

Questions related to this RFQ should be submitted in writing to Wanda Holden, CBO, at wholden@grav.k12.ca.us no later than Tuesday, April 4, 2017. Specify "RFQ for Energy Conservation Services" in the subject line. Responses to all questions received will be replied via email within two days.

III. SCOPE OF SERVICES

The District will continue its existing programs and anticipates extending energy programs at existing facilities in conjunction with potential funding and guidelines from Proposition 39. The District anticipates total allocations of \$575K over the life of Proposition 39.

Given the potential of the District's energy program, the District intends to contract with Responders that have, among other qualifications, all of the following:

- A. Extensive experience in the successful development of large commercial or public energy programs, energy efficiency measures and clean systems; including, design specification, construction oversight, operations, maintenance and management;
- B. Experience working with school districts in regard to energy efficiency programs;
- C. Experience in securing any and all necessary project financing, as well as credits and incentives available through Federal, State, local and Utility Company programs;
- D. Experience in working with the California Division of State Architect (DSA) in regard to plan approvals;
- E. Knowledge and understanding of applicable California Building Codes;

- F. Ability to provide timely, effective communication and support to the District through multiple means.

IV. DISTRICT GOALS AND OBJECTIVES

The District intends to achieve the following goals and objectives through, and in connection with, the implementation of energy programs and installation of energy efficiency measures and clean systems at District facilities:

- A. To identify alternatives for financing (other than potential Prop 39 funding, if applicable), designing, and implementing energy programs, and installing energy efficiency measures and clean energy systems that will reduce costs and maximize the net economic benefit to District.
- B. To reduce the cost of developing energy projects by investing in multiple systems.
- C. To facilitate the investment in energy projects by industries and businesses within the region, to increase energy diversity and to reduce dependence on fossil fuels.
- D. To enhance the economic value of District assets by developing the assets in a manner that supports District goals.
- E. To provide structures aesthetically compatible with District facilities and surrounding neighborhoods.

V. CONTENTS FOR PROPOSALS

In order for proposals to be considered, said proposal must be clear, concise, complete, well organized and demonstrate both respondent's qualifications, and its ability to follow instructions. The quality of answers, not length of responses or visual exhibits, is important.

The proposals shall be organized in the format listed below and shall be limited to thirty (20) pages, excluding attachments and appendices. Respondents shall read each item carefully and answer accurately to ensure compliance with District requirements. Failure to provide all requested information or deviation from the required format may result in disqualification.

A. Cover Letter

A signed letter of interest (no more than one page) stating the Responder's interest and qualifications in providing the services as outlined in the RFQ. Please describe how the Responder meets the minimum requirements as described in this RFQ.

B. Executive Summary

Include an overview of the Response (not in excess of two pages) describing the highlights of Response and specifying the name, title, address, telephone number, and e-mail address of a single Responder representative to contact regarding the Response. The overview also should summarize how the Responder will develop a comprehensive energy conservation and alternative-energy generation program to meet the needs and goals of the District.

C. Responder Information

Specify or provide all of the following information:

- Legal name and address of Responder
- Name and address of the Responder's principal place of business
- Responder's legal form of entity (sole proprietorship, partnership, corporation, joint venture, etcetera) and State of incorporation or other organization. If Responder is a joint venture or partnership, identify all members of the joint venture or partnership and provide all information required pursuant to this Paragraph C for each member
- Responder's engagement model and fee structure (including process, scope, and commitment points)
- Number of years Responder has been engaged in energy projects
- Evidence that Responder is authorized to conduct business in the State of California
- If company is a subsidiary or affiliate of another company or companies, identify such other company or companies

D. Responder's Relevant Experience

Provide all of the following information, as applicable. Please mark "N/A" only if such information/experience is non-existent:

- List all Prop-39 related energy consulting agreements Responder has established on behalf of its clients during the last three years, with an overview of: the name of the school district, the date of the agreement, and the type and general scope of the project.
- Provide a summary of project cost and estimated savings for each reference. If the project scope includes Solar PV, please provide an overview of that project, including installation type (ground, roof, canopy, etc.), anticipated generation and the financial vehicle selected by client.
- Total capacity in kilowatt hours ("kWh") saved or generated of energy projects implemented or installed to date through projects developed by the Responder at K-12 public schools or reasonably equivalent commercial facilities.

E. Project References

Provide a list of all energy projects in California K-12 school districts, as contracted by the Responder, over the last three years that exceed \$250,000 in cost, including for each:

- Exact role Responder performed for project
- Type of project
- Location of project
- Customer name and contact information

- Project cost (includes construction cost and all applicable soft costs)
- Kilowatt hours (“kWh”) produced or saved since project designed and/or installed

F. Proposed Responder Team

Provide all of the following information:

- Name of Responder’s proposed project manager and a description of such person’s experience as relevant to the District’s proposed energy projects.
- Names of team members who would be dedicated to the District’s energy projects.
- Roles and responsibilities of team members, including an organizational chart.
- Brief description of team’s ability to implement a successful energy program (history, performance of similar scope of services, etc.)
- History of past projects undertaken and completed by the team as a group or individually while employed by the Responder.
- Resumes for key members of the Responder’s proposed team, including key personnel of any subcontractors that Responder proposes to use.
- Describe each circumstance in which the Responder ever had a contract terminated for cause or convenience and include the reasons for termination.

G. Responder’s History

Indicate whether there has been, within the preceding five years, any occurrence of the situations described below and, if yes, then describe in detail the circumstances surrounding each such situation and the outcome. Failure by a Responder to disclose any such situations may result in a determination that the Responder is ineligible to bid on, contract for, or perform any work in connection with any future District projects. Each Responder must disclose each:

- Debarment (of either the Responder or any of its principal officers or owners) by any Federal, State, county, municipal or other local agency
- Involvement as a party in any litigation, arbitration or mediation associated with an energy project (not including any action filed to validate a transaction)
- Any convictions of the Responder or any of its principal officers or owners for violation of any Federal or State antitrust law (by, e.g., bid rigging, collusion, or otherwise restricting competition between bidders) or other law relating to bidding or performance of public works
- Determination by a governmental or public authority, which became final or unappealable, that the Responder or any of its principal officers or owners: (i) knowingly concealed any deficiency in the performance of any contract or project; (ii) falsified any information or made deceptive or fraudulent statements in connection with any contract or project; or (iii) willfully disregarded applicable laws,

regulations, rules or contractual requirements in connection with any contract or project.

H. Responder's Claims and Litigation History

Indicate whether, in the preceding five years, the Responder has filed any claims and/or lawsuits against any public agencies in connection with any contracts or projects of such public agencies and, if yes, identify the public agency and describe the nature and the outcome of such claim and lawsuit. Failure by a Responder to disclose any such claims and/or litigation may result in a determination that the Responder is ineligible to bid on, contract for, or perform any work in connection with District projects.

I. Responder's Engagement Model and Fee Structure

Including process, scope, and commitment points.

VI. SELECTION CRITERIA

Firms submitting proposals are advised that all proposals will be evaluated to determine the firm deemed most qualified to meet the needs of the District. The selection criteria will include, but not be limited to, the items listed below:

- A. Demonstrated understanding and responsiveness to the Request for Statement of Qualifications.
- B. Experience of firm and personnel named in the Statement of Qualifications.
- C. Past experience assisting California school districts with energy conservation services.
- D. Planning approach, including an understanding of the District.
- E. Oral interview (if applicable).
- F. References
- G. Fee Structure

VII. PROCESS FOR SELECTING FIRM

A Selection Advisory Committee will evaluate and select those firms deemed to be the most highly qualified to perform the required services.

The Selection Advisory Committee may choose to interview any, all, or none of the respondents as may be in the best interest of the District. If interviews are held, selected firms will be notified as to place, time, date and purpose of the interview.

The names of all firms submitting proposals and the names, if any, selected for interview shall be public information. At the conclusion of the RFQ process, committee comments and evaluation

scores, as well as the contents of all proposals become public information. Firms that have not been selected will be notified in writing after the conclusion of the selection process.

ATTACHMENT A: PROPOSED PROJECT SCHEDULE

The following schedule is the proposed schedule, and may change during the project.

<u>ACTIVITY</u>	<u>DATE</u>
Issue RFQ	March 22, 2017
Responses Due	April 6, 2017 @ 4:30 pm
Review and Selection of Finalist(s)	April 12, 2017
Interviews (if necessary)	TBD
Consultant Selected	April 2017
Conduct Energy Master Planning	May 2017
Finalize Energy Master Plan & Present Findings	June 2017
Submit Energy Expenditure Plan to California Energy Commission	July 2017

Agreement for Professional Services
Gravenstein Union School District

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (“Agreement”), made this ___ day of _____ 2017, by and between the Gravenstein Union School District, a political subdivision of the State of California (“District”) and _____, a duly qualified professional in the area of Energy Master Planning Services (“Professional”).

District and Professional hereby agree as follows:

1. Scope of Services:

Professional agrees to provide services to District as set forth in **Attachment A**.

2. Contract Documents:

The contract documents consist of the Agreement for Professional Services, the following General Provisions, any attachments, and completed insurance forms. In case of any conflict or inconsistency between the terms of this Agreement and any other attachment, the terms of this Agreement shall prevail.

3. Compensation:

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

4. Term of Agreement:

The term of this Contract shall be from _____ to _____ 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:

Professional:

s/ _____

s/ _____

Name/Title

Name/Title

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.

GENERAL PROVISIONS

1. Professional's Warranty: District has relied upon the professional ability and training of Professional as a material inducement to enter into this Agreement. Professional 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 Professional's work by District shall not operate as a waiver or release.
2. Status of Professional: The parties intend that Professional, 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. Professional 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. Conflict of Interest: Professional represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Professional further represents that in the performance of this Agreement, no person having such interest will be employed. If Professional participates in the planning, development, or negotiation of a contract for the District, Professional may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Professional assisted the District in preparing the plans and specifications for that project.
4. Extra (Changed) Work: If, in the course of performance of the Contract, Professional or the District proposes changes to the Project, and informal consultation with the other party indicates that a change in the terms and conditions of the Contract may be warranted, Professional or the District may request a change in the Contract. The parties to the Contract will meet to discuss and negotiate the required change order documents. Upon completion of those negotiations, the negotiated change order documents will be submitted to the District for approval. Upon approval by the District, a "Notice to Proceed" with the approved changes will be submitted to Professional. Any Amendment to this Contract will not render ineffective or invalidate any unaffected portions of this Contract.
5. Nondiscrimination: Professional 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. Transfer of Rights: Professional 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 Professional in connection with the project, if any. Professional 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. Professional'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 Professional 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 Professional prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.
8. Indemnification:
- (a) Professional 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 Professional'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 Professional or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) Professional shall be liable to District for any loss or damage to District property arising from or in connection with Professional's performance hereunder.
9. Insurance: With respect to the performance of work under this Agreement, Professional shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:
- (a) 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."
- (b) 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) 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.
- (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) Professional Liability (Errors and Omissions) Insurance for all activities of the Professional 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) Documentation: 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) Policy Obligations: Professional's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If Professional, 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 Professional resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Professional, District may deduct from sums due to Professional any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, 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:

Professional:

Gravenstein Union School District
3840 Twig Ave
Sebastopol, CA 95472
Attention: Superintendent

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:

(a) District may terminate this Agreement by giving thirty (30) calendar days written notice to Professional. In the event District elects to terminate the Agreement without cause, it shall pay Professional for services rendered to such date.

(b) 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, Professional 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 Professional.

12. Due Performance: 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.

13. Taxes: Professional 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, Professional agrees to furnish District with proof of payment of taxes on those earnings.

14. Dispute Resolution: 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.

15. Choice of Law and Venue: 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.
16. Merger: 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.
17. Assignment/Delegation: 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.
18. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.
19. No Waiver of Breach: 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.
20. 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.
21. Severability: 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.
22. Headings: 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.
23. 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.
24. Authorization: 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.
25. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:

Attachment A – Prop 39 Scope of Services and Compensation

Gravenstein Union School District

**Agreement for Professional Services
Gravenstein Union School District
Gravenstein Elementary
(Charter)**

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement ("Agreement"), made this ____ day of _____ 2017, by and between the Gravenstein Union School District, a political subdivision of the State of California ("District") and _____, a duly qualified professional in the area of Energy Master Planning Services ("Professional").

District and Professional hereby agree as follows:

1. Scope of Services:

Professional agrees to provide services to District as set forth in **Attachment A**.

2. Contract Documents:

The contract documents consist of the Agreement for Professional Services, the following General Provisions, any attachments, and completed insurance forms. In case of any conflict or inconsistency between the terms of this Agreement and any other attachment, the terms of this Agreement shall prevail.

3. Compensation:

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

4. Term of Agreement:

The term of this Contract shall be from _____ to _____ 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:

Professional:

s/ _____

s/ _____

Name/Title

Name/Title

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.

GENERAL PROVISIONS

1. Professional's Warranty: District has relied upon the professional ability and training of Professional as a material inducement to enter into this Agreement. Professional 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 Professional's work by District shall not operate as a waiver or release.
2. Status of Professional: The parties intend that Professional, 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. Professional 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. Conflict of Interest: Professional represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Professional further represents that in the performance of this Agreement, no person having such interest will be employed. If Professional participates in the planning, development, or negotiation of a contract for the District, Professional may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Professional assisted the District in preparing the plans and specifications for that project.
4. Extra (Changed) Work: If, in the course of performance of the Contract, Professional or the District proposes changes to the Project, and informal consultation with the other party indicates that a change in the terms and conditions of the Contract may be warranted, Professional or the District may request a change in the Contract. The parties to the Contract will meet to discuss and negotiate the required change order documents. Upon completion of those negotiations, the negotiated change order documents will be submitted to the District for approval. Upon approval by the District, a "Notice to Proceed" with the approved changes will be submitted to Professional. Any Amendment to this Contract will not render ineffective or invalidate any unaffected portions of this Contract.
5. Nondiscrimination: Professional 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. Transfer of Rights: Professional 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 Professional in connection with the project, if any. Professional 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. Professional'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 Professional 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 Professional prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

8. Indemnification:

(a) Professional 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 Professional'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 Professional or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Professional shall be liable to District for any loss or damage to District property arising from or in connection with Professional's performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Professional shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) 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."

(b) 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) 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.

(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) Professional Liability (Errors and Omissions) Insurance for all activities of the Professional 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) Documentation: 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) Policy Obligations: Professional's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If Professional, 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 Professional resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Professional, District may deduct from sums due to Professional any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, 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:

Professional:

Gravenstein Union School District
3840 Twig Ave
Sebastopol, CA 95472
Attention: Superintendent

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:

(a) District may terminate this Agreement by giving thirty (30) calendar days written notice to Professional. In the event District elects to terminate the Agreement without cause, it shall pay Professional for services rendered to such date.

(b) 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, Professional 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 Professional.

12. Due Performance: 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.

13. Taxes: Professional 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, Professional agrees to furnish District with proof of payment of taxes on those earnings.

14. Dispute Resolution: 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.

15. Choice of Law and Venue: 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.
16. Merger: 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.
17. Assignment/Delegation: 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.
18. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.
19. No Waiver of Breach: 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.
20. 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.
21. Severability: 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.
22. Headings: 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.
23. 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.
24. Authorization: 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.
25. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:

Attachment A – Prop 39 Scope of Services and Compensation

Gravenstein Elementary School (Charter)

Agreement for Professional Services
Gravenstein Union School District
Hillcrest Middle School
(Charter)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement ("Agreement"), made this ___ day of _____ 2017, by and between the Gravenstein Union School District, a political subdivision of the State of California ("District") and _____, a duly qualified professional in the area of Energy Master Planning Services ("Professional").

District and Professional hereby agree as follows:

1. Scope of Services:

Professional agrees to provide services to District as set forth in **Attachment A**.

2. Contract Documents:

The contract documents consist of the Agreement for Professional Services, the following General Provisions, any attachments, and completed insurance forms. In case of any conflict or inconsistency between the terms of this Agreement and any other attachment, the terms of this Agreement shall prevail.

3. Compensation:

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

4. Term of Agreement:

The term of this Contract shall be from _____ to _____ 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:

Professional:

s/ _____

s/ _____

Name/Title

Name/Title

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.

GENERAL PROVISIONS

1. Professional's Warranty: District has relied upon the professional ability and training of Professional as a material inducement to enter into this Agreement. Professional 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 Professional's work by District shall not operate as a waiver or release.
2. Status of Professional: The parties intend that Professional, 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. Professional 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. Conflict of Interest: Professional represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Professional further represents that in the performance of this Agreement, no person having such interest will be employed. If Professional participates in the planning, development, or negotiation of a contract for the District, Professional may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Professional assisted the District in preparing the plans and specifications for that project.
4. Extra (Changed) Work: If, in the course of performance of the Contract, Professional or the District proposes changes to the Project, and informal consultation with the other party indicates that a change in the terms and conditions of the Contract may be warranted, Professional or the District may request a change in the Contract. The parties to the Contract will meet to discuss and negotiate the required change order documents. Upon completion of those negotiations, the negotiated change order documents will be submitted to the District for approval. Upon approval by the District, a "Notice to Proceed" with the approved changes will be submitted to Professional. Any Amendment to this Contract will not render ineffective or invalidate any unaffected portions of this Contract.
5. Nondiscrimination: Professional 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. Transfer of Rights: Professional 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 Professional in connection with the project, if any. Professional 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. Professional'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 Professional 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 Professional prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

8. Indemnification:

(a) Professional 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 Professional'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 Professional or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Professional shall be liable to District for any loss or damage to District property arising from or in connection with Professional's performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Professional shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) 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."

(b) 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) 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.

(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) Professional Liability (Errors and Omissions) Insurance for all activities of the Professional 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) Documentation: 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) Policy Obligations: Professional's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If Professional, 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 Professional resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Professional, District may deduct from sums due to Professional any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, 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:

Professional:

Gravenstein Union School District
3840 Twig Ave
Sebastopol, CA 95472
Attention: Superintendent

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:

(a) District may terminate this Agreement by giving thirty (30) calendar days written notice to Professional. In the event District elects to terminate the Agreement without cause, it shall pay Professional for services rendered to such date.

(b) 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, Professional 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 Professional.

12. Due Performance: 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.

13. Taxes: Professional 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, Professional agrees to furnish District with proof of payment of taxes on those earnings.

14. Dispute Resolution: 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.

15. Choice of Law and Venue: 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.
16. Merger: 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.
17. Assignment/Delegation: 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.
18. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.
19. No Waiver of Breach: 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.
20. 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.
21. Severability: 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.
22. Headings: 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.
23. 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.
24. Authorization: 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.
25. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:

Attachment A – Prop 39 Scope of Services and Compensation

Hillcrest Middle School (Charter)



April 6, 2017

Jennifer Schwinn
Superintendent
Gravenstein Union School District
3840 Twig Avenue
Sebastopol, CA 95472-5750

Dear Superintendent Schwinn:

Thank you for the opportunity to submit this proposal to provide Energy Master Planning Services to the Gravenstein Union School District (District). ARC Alternatives has assembled a team to bring the strongest combination of engineering expertise, Proposition 39 knowledge, strategic energy program management experience, and flexibility to the District.

The unique qualities of ARC Alternatives that translate into advantages for the District include:

- Principal-In-Charge and Project Manager Curtis Schmitt is an active parent of two students currently attending Gravenstein and Hillcrest, is familiar with school facilities, and has a vested interest in the long term success of the District.
- ARC Alternatives is a completely independent firm with no ties to solution providers nor our own technology, enabling us to provide truly unbiased advice.
- We maintain a strategic focus and act as an advisor and thought partner to our clients.
- We have deep experience with all aspects of energy programs for K-12 schools. Not only can we provide planning and auditing services, but we write specifications and RFPs, evaluate proposals, negotiate contracts and oversee construction.
- We are client focused. The District will get our full attention throughout this engagement.

As your partner, we will develop cost-effective energy strategies resulting in projects implemented and energy saved, ensuring that the District achieves its energy goals in the short- and long-term.

On behalf of the ARC Alternatives Team, as someone who lives, works and plays in this community, I have a vested interest in making this project a success and doing what is best for GUSD. Please do not hesitate to reach out to me at 415-286-1670 or curtis@arc-alternatives.com with any questions or clarifications regarding our response, and we look forward to the opportunity to work with Gravenstein Union School District!

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Schmitt', is written over a light blue horizontal line.

Curtis Schmitt, P.E.,
Principal, ARC Alternatives



Clean
Energy
Consulting

Statement of Qualifications to the Gravenstein Union School District



For Energy Master
Planning Services

Submitted by

ARC Alternatives
144 Donald Drive
Moraga, CA 94556
April 6, 2017

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Executive Summary

Thank you for the opportunity to present this proposal to assist the Gravenstein Union School District (District) with its Proposition 39 energy program. We formed ARC Alternatives in 2014 to serve the energy consulting needs of public sector, large institutional clients and school districts in California. Our mission is to help our clients cost effectively achieve lasting energy savings in pursuit of their critical fiscal, environmental, and educational goals. We established ARC Alternatives to be a responsive, nimble organization with a singular focus on project execution. ARC Alternatives has no relationships with energy technology or service providers, which enables us to represent only our clients' best interests.

ARC Alternatives is a local company with a presence in the District. The lead for the project, Curtis Schmitt, has two children currently attending schools in the District. As a family that resides just outside of the District boundaries, Mr. Schmitt actively chose GUSD for his children's education because the leadership and financial stability of the District allowed its focus on be the classroom environment, maximizing the children's education. Mr. Schmitt is extremely pleased with continuity of these core values and focus through the recent transitions at GUSD, and has a vested interest in the District. We intend to perform this work in that spirit, ensuring the most effective use of Proposition 39 funds to the maximum benefit of the students.

ARC Alternatives stands ready to help the District utilize the Prop 39 allocations in the most cost effective way. Our approach is to start at a high level, gathering the District's priorities, ongoing activities (e.g. Phase 1 and 2 modernizations) and leveraging existing information to quickly and accurately formulate plans. Drawing on our understanding of the Prop 39 guidelines, coupled with our technical expertise, we will present the District with several feasible options for the Energy Expenditure Plans (EEPs) that meet the District priorities. After discussing the options and receiving District concurrence, we will fine tune the plan and prepare the three EEPs, handling all the requirements on behalf of the District, for submittal to the CEC. We will work with the CEC if they have any clarifications until the EEPs are approved, and be available to the District for future phases of work as needed.

The advantages to working with ARC Alternatives are many.

- We deliver results for similarly sized school Districts with complex needs. GUSD is unique with its three LEAs at two campuses, which results in a relatively large Prop 39 allocation for the District's size. While this will bring challenges to maximize Prop 39 funding within the Prop 39 cost effectiveness guidelines, we already understand the challenge, and have strategies in mind to deliver results.
- Our approach is cost-effective, includes local resources, takes into account existing priorities and efforts, and will result in projects implemented and energy saved.
- ARC Alternatives has a working knowledge of the District facilities which will facilitate an efficient assessment of energy project potential; Mr. Schmitt is extremely familiar with the

Gravenstein Elementary and Hillcrest Middle School campuses. Having been on the campuses continually over the last 9 years supporting his children's education, he has observed many of the existing conditions; for example, noting the LED wallpacks installed in the hallways and observing the two new Bryant condensing units installed on the new District office.

- While other firms may see the District's complexity as a more expensive effort, our understanding and experience will allow us to be cost effective; Mr. Schmitt has been "mulling over" the District's Prop 39 options for years and already has ideas that can be matched to District priorities to maximize the impact of the Prop 39 allocation. For instance, we already understand the 1st Grade Traditional class is the source of the non-charter LEA designation has allowed us to brainstorm potential solutions to maximize funding Districtwide.
- Our understanding of the Prop 39 guidelines and ability to provide exactly what the CEC reviewers need streamlines approvals well above the statewide average. Our submitted Energy Expenditure Plans have been approved in as little as 2 days and less than 30 days on average, compared to an average of ~50 days across the state.
- ARC is client focused. We specialize in small to mid-sized districts and you will have the full attention of Principal level staff throughout this engagement. We emphasize collaboration and strongly encourage you to speak to our clients about our work.
- We are a completely independent firm with no ties to solution providers; our interests are aligned with your interests for the long term.
- ARC Alternatives has deep experience with all aspects of energy programs for K-12 schools. Not only do we provide Proposition 39 planning and auditing services, but we have abundant experience in renewables, we write specifications and RFPs, evaluate proposals, negotiate contracts and oversee construction for all types of energy projects, always acting as the owner's representative.

ARC Alternatives is excited about working with Gravenstein Union School District and we are eager to support the planning and implementation of your Proposition 39 program. Please do not hesitate to reach out to Curtis Schmitt, our lead representative and single point of contact for this engagement, with questions or clarifications regarding our response:

Curtis Schmitt, P.E.
Principal, ARC Alternatives
144 Donald Drive, Moraga, CA 94556 (Corporate/mailling address)
1093 Camino Coronado, Rohnert Park, CA 94928 (local address)
415-286-1670 / curtis@arc-alternatives.com

Responder Information

ARC Alternatives is the prime contractor submitting this proposal to the Gravenstein Union School District. Background information regarding the company is below.

- **Legal name and address of Firm:**

ARC Alternatives
144 Donald Drive,
Moraga, CA 94556

- **Name and address of the Firm's principal place of business:**

222 Sutter Street, Suite 600
San Francisco, CA 94108

- **Firm's legal form of entity:**

California Corporation

- **Firm's engagement model and fee structure:**

We propose to work on a Time & Materials basis with an established not-to-exceed budget agreed to by ARC and the District prior to commencing work. Direct costs will be billed at cost without markup.

- **Number of years Responder has been engaged in energy projects:**

3 years as a firm, and 3 founding Principals each have 20+ years of experience in energy engineering, energy program management, public sector procurement, and the management of design-build contracts.

- **Evidence that Firm is authorized to conduct business in the State of California:**

Please refer to the Secretary of State Incorporation documents in Attachment B.

- **Other company or companies affiliations:** None.

- **Company certifications:** ARC Alternatives is a certified small business by the State of California.



Responder's Relevant Experience

ARC Alternatives has the specific experience and qualifications described in the RFQ: extensive experience in the analysis and development of energy efficiency and renewable projects; no conflicts of interest; a long track record of school district projects, including successful Proposition 39 projects; a track record securing grants, incentives and financing available through government and utility programs; deep familiarity with California Building Codes, Title 24 and DSA; and proven ability to provide effective communication and support to the District, its Board, and other stakeholders. In fact, all of our Prop 39 clients for which we have helped with approved Energy Expenditure Plans have engaged us to assist in the implementation phase to include specification development, procurement assistance, project tracking, reporting, construction oversight and measurement & verification.

The total number and type of projects implemented by the assigned personnel, including associated savings or generation, are further detailed below. Project references are included in the following section, highlighting the specific experience of the personnel dedicated to this proposal. Our team has worked with numerous K-12 school districts in California as well as other educational institutions in California. We have worked with virtually every University of California and California State University campus and number of California Community Colleges, and bring the understanding of the schools market sector to this engagement. Our experience spans both energy efficiency and renewable generation as well as Prop 39 funded projects and projects completed outside of Prop 39.

ARC Alternatives Energy Project Experience	
Number of energy audits and project feasibility studies completed by Firm's assigned personnel in past 3 years at public educational facilities	1,114
Estimated percentage of energy audits and project feasibility studies completed which resulted in implementation of recommended projects	60%
Total cost in dollars of energy projects installed as a result of the assigned personnel's engineering and program management efforts	\$1,100 million
Total annual energy saved or generated by energy projects implemented or installed to date through projects developed by the assigned personnel at public education facilities in California	545,000,000 kWh/yr 19,500,000 therms/yr

Notes:

1. The unit of measure for an audit is defined as a building or facility, depending on size. For example, an elementary school campus is considered one audit, while each building on a university campus is considered a separate audit.
2. Where solar construction costs are unknown, as in the case of a Power Purchase Agreement, a construction cost of \$4.50 per watt is assumed.

The following table lists the Proposition 39 related projects ARC Alternatives has engaged in over the last 3 years, along with the project phase completed and general information requested in the RFQ. Additional details are provided in the Project Reference section, including estimated savings, overviews of the projects and details of roles of the assigned personnel.

ARC Alternatives Proposition 39 Project Experience

District Name	Dates	Grade Level	Prop 39 Project Budget	Energy Savings	Project Phase			Type and General Scope of Projects
					Project/EEP Development	EEP Approved by CEC	Implementation Support	
Chico Unified School District	2014-Current	K-12	\$2.0M (+\$2.7M PV)	800,000 kWh (+1.2 GWh PV)	X	X	X	HVAC, Lighting, Solar (Purchase with CEC Loan, 839kW canopy)
Washington Unified School District	2014-Current	K-12	\$1.4M (+\$5.5M PV)	603,000 kWh (+1.3 GWh PV)	X	X	X	HVAC, Controls, Solar (Purchase, 920 kW canopy, outside of Prop 39)
West Sacramento Early College Prep Charter	2014-Current	6-12	\$262k	80,000 kWh	X	X	X	HVAC, Controls
Pacifica School District	2014-Current	K-8	\$550k	310,000 kWh	X	X	X	Refrigeration, Lighting
Oroville Union High School District	2014-Current	9-12	\$462k (+\$3M PV)	547,000 kWh/yr (+1.4 GWh PV)	X	X	X	Lighting, HVAC Solar (Purchase, 921 kW canopy & roof, outside of Prop 39)
Nevada City School of the Arts	2015-Current	K-8	\$252k	98,800 kWh/yr	X	X	X	HVAC, Lighting
Alternatives in Action	2015-Current	9-12	\$250k	65,000 kWh/yr (incl. 12 kWh PV)	X	X	X	HVAC, Lighting, Solar (Purchase, 7.6 kW rooftop)
Galt Joint Union High School District	2016-Current	9-12	\$450k	233,000 kWh/yr 1,150 th/yr	X	X		HVAC, Controls, Lighting
Moraga School District	2017-Current	K-8	\$500k	400,000 kWh (identified)	X			HVAC, Controls, Lighting (final savings and project cost pending EEP options)
Santa Clara Unified School District	2017-Current	K-12	\$3.5M	TBD	X			HVAC, Lighting, Controls
Colton Joint Unified School District	2017-Current	K-12	\$5.9M	n/a			X	HVAC, Controls, Lighting

Project References

The ARC Alternatives team has deep experience providing clients in the education sector strategic advice, engineering services and program management support throughout all phases of their energy projects, including support of the later stages of energy projects requested in the RFQ: development of specifications/bid documents, procurement, construction oversight, operations maintenance and management to ensure the persistence of savings. The following table describes our school experience for all energy projects in K-12 schools, including and in addition to Prop 39 projects listed above. Additionally, more detailed case studies of selected projects are included after the table.

Project & Location	Project Description	Exact Role Responder Performed	District Contact	Construction Value	Annual kWh Generated or Saved
Chico Unified School District Prop 39 (Chico, CA)	Prop 39 Planning & Implementation Support	Energy audits & development of EEP, development of specifications, procurement support, construction oversight, CEC reporting	Julie Kistle 530-891-3140 jkistle@chicousd.org	\$2.0 million	800,000 kWh
Washington Unified School District Prop 39 (West Sacramento, CA)	Prop 39 Planning & Implementation Support	Energy audits & development of EEP, development of specifications, procurement support, construction oversight, CEC reporting	Scott Lantsberger 916-375-7604 slantsberger@wusd.k12.ca.us	\$1.4 million	603,000 kWh
West Sacramento Early College Prep Charter Prop 39 (West Sacramento, CA)	Prop 39 Planning & Implementation Support	Energy audits & development of EEP, development of specifications, procurement support, construction oversight, CEC reporting	Scott Lantsberger 916-375-7604 slantsberger@wusd.k12.ca.us	\$262,000	80,000 kWh
Pacifica School District Prop 39 (Pacifica, CA)	Prop 39 Planning & Implementation Support	Energy audits & development of EEP, development of specifications, procurement support, construction oversight, CEC reporting	Josie Peterson 650-738-6613 jpeterson@pacificasd.org	\$550,000	310,000 kWh
Oroville Union High School District Prop 39 (Oroville, CA)	Prop 39 Planning & Implementation Support	Energy audits & development of EEP, procurement support, CEC reporting	Susan Watts 530-538-2300 swatts@ouhsd.org	\$462,000	547,000 kWh
Nevada City School of the Arts Prop 39 (Nevada City, CA)	Prop 39 Planning & Implementation Support	Energy audits & development of EEP, procurement support, construction oversight, CEC reporting	Melissa Brokenshire 530-273-7736 x303 businessmanager@ncsota.org	\$252,000	98,800 kWh

Project & Location	Project Description	Exact Role Responder Performed	District Contact	Construction Value	Annual kWh Generated or Saved
Alternatives in Action Prop 39 (Oakland, CA)	Prop 39 Planning & Implementation Support	Energy audits & development of EEP, development of specifications, procurement support, construction oversight, CEC reporting	Oriana Obligation 510-285-6290 x306 oobligacion@alternativesinaction.org	\$250,000	65,000 kWh
Galt Joint Union High School District Prop 39 (Galt, CA)	Prop 39 Planning & Implementation Support	Energy audits & development of EEP (implementation support & reporting pending)	Kevin Clemons 209-745-9539 x1013 KClemons@ghsd.k12.ca.us	\$450,000	233,000 kWh
Moraga School District Prop 39 (Moraga, CA)	Prop 39 Planning & Implementation Support	Energy audits & development of EEP (implementation support & reporting pending)	Bruce Burns 925-377-4101 bburns@moraga.k12.ca.us	TBD (\$500,000 - \$1.9 million)	TBD (400,000 kWh identified)
Santa Clara Unified School District Prop 39 (Santa Clara, CA)	Prop 39 Planning & Implementation Support	Energy audits & development of EEP (implementation support & reporting pending)	Michal Healy 408-423-2085 mhealy@scusd.net	TBD (\$3.5 million Prop 39 allocation)	TBD
Colton Joint Unified School District Prop 39 (Colton, CA)	Prop 39 Implementation Support	Development of specifications, procurement support, construction oversight, CEC reporting	Owen Chang 909-213-0030 owen_chang@cjusd.net	\$5.9M	n/a
Lucerne Valley Unified School District ESCO Project Review (Lucerne Valley, CA)	Third party review of ESCO proposal; HVAC, lighting project	Validation of savings estimates & proposed scope, advise District as owner's representative	Douglas Beaton 760-248-6108 douglas_beaton@lucernevalleyusd.org	\$1.85 million	460,000 kWh
Chico USD Solar Phase 2 Solar PV (Chico, CA)	Photovoltaic Capacity: 1.4 MW Type: Carports	Validation of savings estimates, contract negotiations, design review, construction oversight, acceptance testing	Julie Kistler 530-891-3140 jkistler@chicousd.org	\$3.6 million	1,238,110 kWh
Washington USD Solar Phase 3 Solar PV (West Sacramento, CA)	Photovoltaic Capacity: 920 kW Type: Carports	Validation of savings estimates, contract negotiations, design review, construction oversight, acceptance testing	Scott Lantsberger 916-375-7604 slantsberger@wusd.k12.ca.us	\$5.5 million	1,293,000 kWh
Colton Joint Unified School District Solar PV and Battery Storage (Colton, CA)	Photovoltaic Capacity: 6.5 MW Type: Carports	Feasibility study, solar site assessments & layouts, development of RFP document, procurement support	Owen Chang 909-213-0030 owen_chang@cjusd.net	\$27 million	10,400,000 kWh


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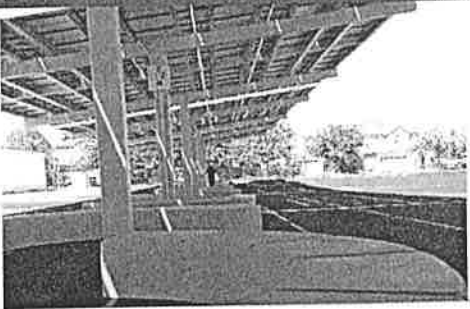
Project & Location	Project Description	Exact Role Responder Performed	District Contact	Construction Value	Annual kWh Generated or Saved
Santa Clara USD Solar PV Project Close-out and Performance Validation (Santa Clara, CA)	Photovoltaic Capacity: 2.7 MW Type: Carports	Assistance with contract close-out, validation of solar performance and utility bill savings	Larry Adams 408-423-2001 ladams@scusd.net	\$10.4 million	3,780,000 kWh
Oroville Union High School District Solar PV (Oroville, CA)	Photovoltaic Capacity: 940 kW Type: Carports, Rooftop	Feasibility analysis, project financing, RFP development, procurement support, proposal evaluation	Susan Watts (530) 538-2300 swatts@ouhsd.org	\$3.9 million	1,410,000 kWh
Durham Unified School District Solar PV (Durham, CA)	Photovoltaic Capacity: 540 kW Type: Ground Mount	Feasibility analysis, project financing, RFP development, procurement support, proposal evaluation, contract negotiations	Leonard Foreman 530-895-4675 x227 lforeman@durhamunified.org	\$2.0 million	810,000 kWh
Palo Alto Unified School District Solar PV and Battery Storage (Palo Alto, CA)	Photovoltaic Capacity: 1.2 MW Type: Carports, Rooftop	Feasibility analysis, project financing, RFP development, procurement support, proposal evaluation, contract negotiations	Ron Ellis 650-329-3935 rellis@pausd.org	\$4.5 million	1,800,000 kWh
Redlands Unified School District Solar PV (Redlands, CA)	Photovoltaic Capacity: 7 MW Type: Carports	Feasibility analysis	James Fotia 909-754-3252 James_Fotia@redlands.k12.ca.us	\$33.3 million	10,500,000 kWh
Garden Grove Unified School District Solar PV (Garden Grove, CA)	Photovoltaic Capacity: 6.6 MW Type: Carports	Feasibility analysis	Margaret Brown 714-663-6442 mbrown@ggusd.us	\$21.5 million	9,900,000 kWh
Lucerne Valley Unified School District Solar PV and Battery Storage (Lucerne Valley, CA)	Photovoltaic Capacity: 575 kW Type: Carports	Feasibility analysis, RFP development, procurement support, proposal evaluation, contract negotiations	Douglas Beaton 760-248-6108 douglas_beaton@lucernevalleyusd.org	\$2.2 million	862,500 kWh

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Detailed case studies of select projects follow, focusing on Districts with complex needs for which ARC Alternatives delivered cost effective results and approved Prop 39 EEPs.

Project Name		Chico Unified School District Prop 39 Support			
Customer Name	Chico Unified School District				
Contact Info	Julie Kistle Director, Facilities & Construction Chico Unified School District 530-891-3140 jkistle@chicousd.org				
Team Member & Role	Russell Driver - Program Manager Curtis Schmitt, PE - Technical Lead Andrew Meiman, PE - Strategic and Technical Support Niko Kalinic - Project Management and Technical Support Simon Olivieri, PE –Technical Support Christine Clinton – Project Management				
Project Type & Description	<p>ARC Alternatives is currently providing Proposition 39 support to CUSD. Our scope of work includes utility analysis, facility benchmarking, project identification, strategy development, coordination with other District initiatives (e.g., Facilities Master Plan, smart meter deployment, Bright Schools, RCx K-12 Pilot Program), technical support, and management of CEC required processes and submittals. Our mandate is to provide a coordinated, actionable, and strategic roadmap for implementing energy projects across the District. We developed a District-wide strategic energy plan. We also developed and submitted the CEC Energy Expenditure plan, which has been approved by the CEC.</p> <p>Additionally, ARC Alternatives is assisting with implementation of the District’s solar program (Phase 2), a portion of which is included in the approved Prop 39 Expenditure Plan. Our approach to supporting the solar component of the program is fully integrated with other planned energy efficiency projects, allowing us to leverage processes, tools and project management across both components of the program.</p>				
Prop 39 Program Status	5-year Energy Expenditure Plan approved October 2014 Currently assisting with implementation				
Location of Project	Chico, CA				
Project Dates	Planning:	April 2014 to present	Installed & Operational:	In process	
Project Costs	\$544,374 (Year 1 Prop 39 allocation) \$2.0 million (Approved Prop 39 Energy Expenditure Plan) \$2.7 million (Solar Phase 2)				
Energy Savings or Generation	800,000	kWh/yr	Prop 39		
	1,238,100	kWh/yr	Solar Phase 2		


Project Name	Washington Unified School District Prop 39 and Solar Support		
Customer Name	Washington Unified School District (WUSD)		
Contact Info	Scott Lantsberger Assistant Superintendent - Business Services 916-375-7604 x1010 slantsberger@wusd.k12.ca.us		
Team Member & Role	Russell Driver - Program Manager Curtis Schmitt, PE - Technical Lead Andrew Meiman, PE - Strategic and Technical Support Niko Kalinic – Project Engineer Kim Courtney – Project Management		
Project Type & Description	<p>ARC Alternatives is actively working as WUSD’s Proposition 39 Strategic and Technical Consultant. We developed a strategic energy plan which fulfilled all CEC and CDE Prop 39 requirements. ARC is coordinating Prop 39 work with other concurrent District initiatives including an extensive Capital Improvement Plan, a Cenergistic energy manager contract, an ESCO project, and their recently completed, large scale solar PV project at multiple campuses. The EEP has been approved, and ARC is assisting the District with implementation to include writing technical specifications, procurement support and construction oversight.</p> <p>Additionally, ARC is supported the District’s Solar Phase 3 project which added just under 1MW across six school sites. Our work included management of the system design process of selected solar contractor, OpTerra; engineering review of OpTerra’s design submittals; oversight of technical issues during the construction period; review of system testing and acceptance; assistance with project close-out; and final verification of system performance and energy savings.</p>		
Prop 39 Program Status	Two 5-year Energy Expenditure Plan approved December 2014; One for District, plus one Charter School Implementation and integration with Facilities Master Plan		
Location of Project	West Sacramento, CA		
Project Dates	2014 - Present	Installed & Operational:	Prop 39 Planned 2017 Solar Oct 2015
Project Costs	\$1.4M District, \$263K Charter (Approved Prop 39 Energy Expenditure Plan) \$5.5M Solar Phase 3		
Energy Savings or Generation	603,000 kWh/yr	1,293,000 kWh/yr	Prop 39 Phase 3 solar



Project Name		Prop 39/Independent Energy Advisor Services	
Customer Name	Oroville Union High School District (OUHSD)		
Contact Info	Susan Watts Assistant Superintendent of Business (CBO) (530) 538-2300 x1103 swatts@ouhsd.org		
Team Member & Role	Russell Driver - Program Manager Curtis Schmitt, PE - Technical Lead Andrew Meiman, PE - Strategic and Technical Support		
Project Type & Description	<p>ARC Alternatives is currently under contract to provide Oroville Union High School District with energy advisor services. This entails energy planning and Proposition 39 administration, including utility analysis, facility benchmarking, identifying and developing strategic energy plans, solar feasibility, and management of CEC required processes and submittals. Additionally, ARC Alternatives' role as Energy Advisor for OUHSD also includes procurement support and Request for Proposal (RFP) development, the overseeing of project installation/construction, as well as the measurement and evaluation of installed energy systems.</p> <p>Energy efficiency projects consist of lighting and mechanical measures. The solar component of the program consists of just under a megawatt of carports and roof installations on portable classrooms. All projects are subject to Division of State Architect (DSA) review and approval.</p>		
Prop 39 Program Status	Energy Expenditure Plan Completed, Implementation Ongoing		
Location of Project	Oroville, CA		
Project Dates	Dec 2014-present		
Project Costs	\$486,000 (Prop 39) \$3,000,000 (Solar)		
Energy Savings or Generation	547,000 1,410,000	kWh/year (Prop 39) kWh/year (Solar)	\$94,437/yr bill savings \$348,000/yr bill savings

Project Name		Pacifica School District Prop 39 Energy Consultant Services	
Customer Name	Pacifica School District		
Contact Info	Josie Peterson Chief Business Official Pacifica School District 650-738-6613 jpeterson@pacificasd.org		
Team Member & Role	Andrew Meiman, PE - Program Manager Curtis Schmitt, PE - Technical Lead Russell Driver - Strategic and Technical Support		
Project Type & Description	<p>ARC Alternatives is currently under contract to provide the Pacifica School District (PSD) Proposition 39 consulting services throughout the five-year Prop 39 program. Our scope of work includes all the investigation and planning activities to fully leverage PSD's Prop 39 allocation and includes utility analysis, facility benchmarking, project identification, strategy development, energy expenditure plan development and submittal, and technical support and management of CEC required processes and submittals. We coordinate with district stakeholders as well Bright Schools and San Mateo County Energy Watch. In later phases of the project, our tasks include energy project management through the public procurement process and implementation efforts, as well as ongoing energy manager services. Overall, we will assist the district in achieving their goals of maximizing economic benefit from installing energy efficiency and/or renewable generation using Proposition 39 funding.</p>		
Location of Project	Pacifica, CA		
Project Dates	Planning:	2014	Installed & Operational: Ongoing, beginning 2015
Project Costs	\$133,000 (Year 1 Prop 39 allocation) \$550,000 (Estimated 5-year Prop 39 total)		
Energy Savings or Generation	310,000 (est.)	kWh/yr	

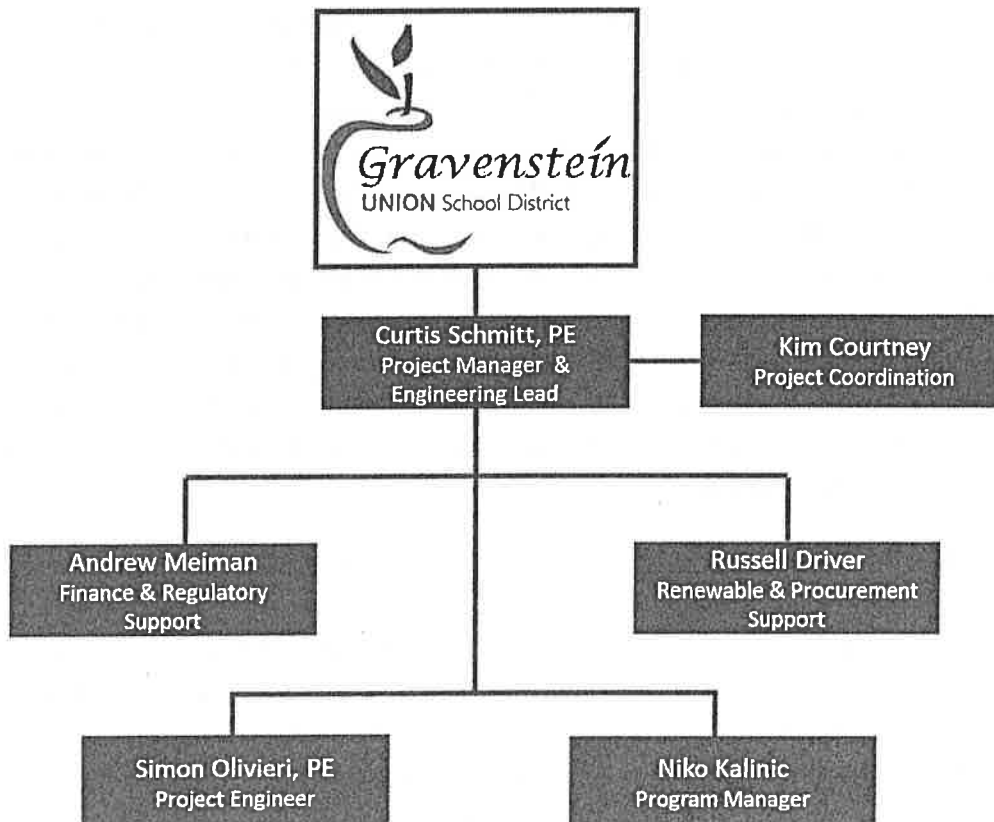


Project Name		Nevada City School of the Arts Prop 39 Support	
Customer Name	Nevada City School of the Arts (NCSA)		
Contact Info	Melissa Brokenshire School Business Manager Nevada City School of the Arts 530-273-7736 x303 businessmanager@ncsota.org		
Team Member & Role	Russell Driver - Program Manager Curtis Schmitt, PE- Technical Lead and Strategic Support Andrew Meiman, PE – Technical Support		
Project Type & Description	<p>ARC Alternatives is actively working as NCSA's Proposition 39 Strategic and Technical Consultant to develop an overall strategic energy plan for the school and fulfill all CEC and CDE Prop 39 requirements for planning and funding. Our scope of work includes utility analysis, facility benchmarking, project identification, strategy development, energy expenditure plan development and submittal, and technical support and management of CEC required processes and submittals. Overall, we assisted NSCA in achieving their goals of maximizing economic benefit from installing energy efficiency projects using Proposition 39 funding, and secured approval of an Energy Expenditure Plan that addressed a combination of energy efficiency and deferred maintenance items.</p> <p>ARC Alternatives provided owners representative support during implementation of the HVAC measures completed in 2015, and procurement for the lighting measures which are scheduled for implementation in August 2016. ARC identified enhanced incentives for lighting available through a Local Government Partnership, and helped secure nearly 70% of the project cost in incentives.</p>		
Prop 39 Program Status	Energy Expenditure Plan approved June 2015 Currently assisting with implementation		
Location of Project	Nevada City, CA		
Project Dates	2015 - Present	Installed & Operational:	HVAC March 2015 Lighting Aug 2016 (ongoing)
Project Costs	\$251,750 Prop 39 Expenditure Plan Approved		
Energy Savings or Generation	98,800	kWh/yr	

Proposed Firm Team

The ARC Alternatives personnel dedicated to this contract bring extensive experience in energy engineering and energy program management as well as a successful track record of delivering projects for K-12 school districts in California. The team assembled has worked together in various configurations to successfully deliver all of the Prop 39 and K-12 schools project enumerated above. Additionally, assigned ARC personnel have made California’s higher education energy efficiency Partnerships the standout successes they are for the past eight years. Our firm has never had any contract terminated for any cause; and in fact this team’s track record is that of results and client satisfaction. We encourage the District to talk with any of our clients about their experience with any of our team members.

Curtis Schmitt, Principal at ARC Alternatives and proud parent of GUSD students, will be the project manager and single point of contact for the District and incorporate all project resources in a seamless fashion, as shown in the organization chart below. Additionally, resumes of key personnel are included in Attachment A.



The table on the following page lists resources assigned to the Gravenstein Union School District project, their years of experience, and relevant expertise in the areas critical to the success of the project.

Name	Title/Role	Years of Experience	Relevant Expertise				
			Analysis & Development of Energy Efficiency Measures	K-12 Efficiency Programs & Prop 39	Project Financing and Incentives	DSA Experience & Applicable Building	Management & Board Communications
Curtis Schmitt, P.E.	Principal, Project Manger	21	X	X	X	X	X
Russell Driver	Principal	20	X	X	X	X	X
Andrew Meiman, P.E.	Principal	21	X	X	X	X	X
Niko Kalinic	Program Manager	8	X	X		X	X
Simon Olivieri, P.E.	Energy Engineer	6	X	X		X	
Kim Courtney	Senior Project Manager	9		X			

Curtis Schmitt, P.E., Principal and Co-Founder of ARC Alternatives, will be Principal-In-Charge and overall project manager for this engagement. Additionally, he will serve as the technical and engineering lead for this engagement, and will have primary responsibility for project identification, modeling of energy savings, and development of the Prop 39 Energy Expenditure Plan. Mr. Schmitt specializes in working with diverse organizations to provide strategic planning by marrying the depth and breadth of his technical expertise with a programmatic approach. Mr. Schmitt is currently the technical lead for the Propositions 39 efforts at Chico Unified School District, Washington Unified School District, Oroville Union High School District, Pacifica School District, Moraga School District, Santa Clara Unified School District, Alternatives in Action and the Nevada City School of the Arts. Mr. Schmitt has experience in wide variety of energy efficiency projects with virtually every customer segment during his 20 years of experience, including school districts. He holds an MS in Engineering Management from the University of Missouri and a BS in Mechanical Engineering from UC Davis. He is also a registered Professional Engineer (Mechanical) in California.

Mr. Russell Driver, Principal and Co-Founder of ARC Alternatives, will provide renewable and procurement support for this project. Mr. Driver has over 20 years of experience managing large-scale technology programs in complex institutional settings. Mr. Driver specializes in the development and implementation of energy programs in the public sector, with an emphasis on K-12 school districts in California. He is currently leading Proposition 39 efforts at Chico Unified School District, Washington Unified School District, Oroville Union High School District, and the Nevada City School of the Arts. Mr. Driver also provides renewable consulting services to schools, including Chico Unified School District, Colton Unified School District, Durham Unified School District, Garden Grove Unified School District, Oroville Union High School District, Palo Alto Unified School District, Santa Clara Unified School District, the University of California at Santa Cruz, and Washington Unified School District. Mr. Driver has managed the



implementation of over 70 MW of generating capacity at over 350 sites. Mr. Driver's expertise includes energy programs, solar technology, energy economics, public sector procurement, design-build contracting, system design review, construction oversight, project management, and data management. Mr. Driver has a Bachelor of Arts from Stanford University and a Master's Degree from UCLA. He is an active volunteer in the community and is currently a member of the Contra Costa Transportation Authority's Citizens Advisory Committee. He previously chaired the Town of Moraga Planning Commission and Climate Action Plan Task Force.

Mr. Andrew Meiman, P.E., Principal and Co-Founder of ARC Alternatives, will provide finance and regulatory support for the Prop 39 efforts. With over 20 years of experience, Mr. Meiman's specialty is developing and managing large-scale, multi-stakeholder energy efficiency programs. He is currently the Statewide Program Manager for the UC/CSU/IOU Energy Efficiency Partnership, which through 2016, saves the University of California and California State University annually \$258M in utility costs, 460 million kWh, 25 million therms and achieved approximately 65MW of demand reduction, earning the universities \$133M of incentives and helping California utilities achieve their energy efficiency goals. The Partnership is on track to add significantly to those totals in 2017 and beyond. Mr. Meiman has also advised clients on energy efficiency and renewable energy policy, regulatory and financial issues. He holds an MBA from the Darden Graduate School of Business Administration at the University of Virginia, and a BS in Aerospace Engineering from the University of Colorado at Boulder. Mr. Meiman is a strong supporter of public education in California and his local community. In 2008 he co-founded the Pacifica Education Foundation in his local school district and served on its Executive Board as the CFO and Treasurer through 2015. He is a registered Professional Engineer (Mechanical) in California.

Niko Kalinic, Program Manager, provides a unique combination of technical and programmatic support with a proven ability to successfully lead projects from feasibility through implementation. With extensive experience designing, implementing, and managing complex energy programs with public sector clients and a strong background in energy engineering and project management, he excels at communicating effectively across multidisciplinary teams while keeping stakeholders informed and involved. Mr. Kalinic has successfully supported over 25 MW of solar projects for California K-12 public school districts and local governments. In the past year alone, Mr. Kalinic has been the Program Manager for over 12 MW of solar projects for California K-12 public school districts, including current work with Colton Joint Unified School District. Mr. Kalinic holds a Bachelor of Science in Mechanical Engineering and Master of Science in Civil Engineering, Building Systems, from the University of Colorado, Boulder.

Simon Olivieri, P.E., Engineer, specializes in data analysis and mathematical modeling. Using his background in energy engineering, he has developed whole building energy analysis and statistical modeling tools. In addition to data analysis and energy engineering, Mr. Olivieri has

worked with several California local governments and schools to develop and install solar systems and he has overseen the installation of over 16 MW of generating capacity at over 25 sites. Mr. Olivieri has a Bachelor of Science in Mechanical Engineering from the University of California San Diego and Master of Science in Civil Engineering-Building Systems from the University of Colorado Boulder. He is also a registered Professional Engineer (Mechanical) in California.

Kim Courtney, Senior Project Manager, will provide project management oversight and coordination of the Prop 39 effort, assist with development of procurement documents, and play a larger day-to-day role during the construction phase of the project. Ms. Courtney currently provides project management support to local governments and K-12 school clients in California, including the development of project plans, submittal tracking and review, management of expenditure plans and budgets, and development other client-facing reports. Ms. Courtney previously worked as a project manager for EDAW/AECOM Inc., Kimley-Horn and Associates, and the Metropolitan Transportation Commission. She holds a Master's Degree from University of Illinois and a BA from University of Utah.

Responder's Legal Disclosures, Claims and Litigation History

ARC Alternatives and its principal officers have not:

- Been debarred by any Federal, State, County, Municipal or other agency
- Been involved in any litigation, arbitration or mediation associated with an energy project
- Been convicted (the firm or principal officers) for violating any law
- Been determined to have concealed any deficiency, falsified information, made deceptive or fraudulent statements, or willfully disregarded applicable laws, regulations, rules, or contractual requirements in connection with any contract or project
- Filed any claims and/or lawsuits against any public agencies in connection with any contracts or projects, for any reason

Fee Schedule and Reimbursable Expenses

ARC Alternatives compensation model is cost-effective and transparent. Our client's fees are solely based on the level of effort provided and not the size or cost of their energy project. The cost to support a project is dependent on many factors, including the number of sites, the financing mechanism used, the procurement/contracting mechanism, and the availability of District staff resources to support the project to name just a few. We strongly believe a client's fees should not be related to construction cost, as this is a poor proxy for the level of effort required to support a project and usually results in payment of higher fees than would have been the case under a Time and Materials model.

We are acutely aware of the funding challenges facing K-12 schools and recognize that money spent on consulting support is money not available to support the District's core educational mission. We are committed to working with the District to establish an acceptable not-to-exceed budget and collaboratively defining the final mix of resources and services necessary to meet the needs of the District and the project. For past clients, our fees for the planning phase of a Proposition 39 program (benchmarking through approval of Energy Expenditure Plans) are usually less than half the allocated planning funds – GUSD has been allocated \$116,283 in these funds between the three official Local Educational Agencies. With our in-depth knowledge of the District and aligned interests, we can safely say that despite the complex nature of developing the plan, our budget is likely to be well below the aforementioned average. This will allow the District to utilize Prop 39 funds to get more project implementation that generate savings and benefit the District for years to come.

ARC Alternatives proposes the hourly rates provided below on a Time and Materials basis, and is committed to providing the most cost-effective solution to the District. Direct expenses will be billed at cost without markup.

ARC Alternative Staff Rates

Classification	\$/hour
Principal	\$195
Program Manager	\$170
Project Engineer/Senior PM	\$150
Project Manager	\$125

Client will be billed for direct costs and actual expenses without markup.

Appendix A – Resumes





Curtis Schmitt, PE
Principal, ARC Alternatives

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SUMMARY

Experienced Program Manager and Engineer with a proven record of developing successful strategic energy plans and implementing complex energy programs, balancing technical and strategic approaches. Deep experience in Investor Owned Utility incentive programs, as well as providing owner's representation for technical review and program implementation. Demonstrated ability to leverage engineering competency, judgment and strong interpersonal skills to deliver results.

WORK EXPERIENCE

Principal, Co-Founder ✦ ARC Alternatives, San Francisco, CA Feb 2014 to present

- *Chico Unified, Washington Unified, Pacifica, Oroville Union High School Districts, Nevada City School of the Arts and Alternatives in Action Charter Schools* – Technical Lead for Proposition 39 Support
 - Utility analysis, facility benchmarking, project identification, strategy development, energy expenditure plan development and submittal, and technical support and management of CEC required processes and submittals
 - Coordination with other District initiatives (e.g., Facilities Master Plan, smart meter deployment, Bright Schools, RCx K-12 Pilot Program, PV, behavioral programs)
- *University of California Office of the President – Deep Energy Efficiency Study*
 - Identified and quantified remaining potential for deep energy efficiency retrofits in over 650 buildings systemwide, identifying over \$700M in deep energy efficiency retrofits
 - Conducted literature review and developed deep energy retrofit definition for the University
 - Identified four major categories of qualifying projects through site visits, interviews and best practice case studies
- *University of California, Santa Cruz – Integrated Climate and Energy Strategy*
 - Developing a comprehensive energy efficiency audit for approximately 3M gsf
 - Conducting a renewable energy feasibility study, with a focus on solar photovoltaics
 - Assisting with a technical/economic analysis and recommending projects, policy updates, procurement approaches to attain carbon neutrality by 2025 goal
- *Turlock Irrigation District*
 - Review new construction and tenant improvement plans and drawings for incentive programs.
 - Evaluate savings compared to Title 24 code and derive annual savings from Time Dependent Valuation (TDV) by end use.

Principal ✦ Newcomb | Anderson | McCormick, San Francisco, CA 2007-January 2014

- *Pacific Gas & Electric (Lead Utility) Southern California Edison, San Diego Gas & Electric, Southern California Gas, California Department of Corrections and Rehabilitation* - Statewide Program Manager for the CDCR/IOU Energy Efficiency Partnership
 - Chaired Executive and Management Teams governing the operation of the Partnership
 - Organized and executed all work for the Partnership including technical review, project development, project tracking, reporting, planning and strategy
 - Provided oversight of pre-qualified ESCOs and owner's representation during project lifecycle
 - Through 2013 saves CDCR annually 50 million kWh, 1.5 million therms and achieved approximately 6MW of demand reduction, earning \$27M of incentives
- *University of California* – Systemwide Strategic Energy Plan (SEP)

- Managed large multi-discipline team of subcontractors, coordinated scheduling, provided oversight of all field and audit activities, project identification and analysis and report aggregation and presentation
- Identified over \$900M in energy efficiency and renewable generation projects for the University with an overall simple payback under 10 years
- *Pacific Gas & Electric Company*
 - Led team responsible for technical review of third party program proposals, which reviewed more than 50 proposals in multiple market segments including schools, commercial, industrial, agriculture, and healthcare
 - Provided and managed various technical review and project development for higher education Partnerships and third party programs
- *Southern California Edison & Southern California Gas* - Managed project development and technical reviews of retrofit projects for California Community College Partnership, resulting in incentive approvals and streamlining timelines and complying with CPUC requirements. Assisted utilities managing customer milestones, contributing to overall success of program.

Lead Mechanical Engineer ✦ EMCOR Energy Services, San Francisco, CA 2001-2007

- *Pacific Gas & Electric* – Managed and provided technical due diligence reviews in support of various customized incentive programs (SPC, NRR-DR, SBD, Partnerships) and responsible for approval of approx. \$25M in incentives. Provided technical reviews for all San Francisco Peak Energy Program customized project, which exceeded goals and achieved 100% realization rate in CPUC EM&V.
- *Southern California Edison* – Managed and provided technical due diligence reviews for the Standard Performance Contract customized incentive program. Recognized by customer for lowest cost per review, while consistently maintaining highest realization rates in CPUC EM&V.
- *San Francisco Department of the Environment (SFE)* – Program Design and construction management support for the Power Savers program, a CPUC funded third party program (funded under SB5X) designed to serve small and hard to reach businesses in San Francisco.
- *WebGen Systems* – Identified opportunities, developed strategies and developed control points to support implementation of WebGen System's Enterprise Energy Management, enabling real-time demand response through automated intelligent load curtailment and system control optimization.

Captain ✦ United States Army, Corps of Engineers 1996-2001

- Increasing levels of responsibility including Platoon Leader, Company Executive Officer, Battalion Adjutant, and Battalion Training Officer in engineer organizations.
- Included oversight of multi-million maintenance and training budgets, direct leadership of technical teams up to 100 personnel, and staff responsibility for an 800 person organization.
- Graduated both Officer Basic Course and Officer Advanced Course in top 2%, earning Commandant Honors.

EDUCATION

M.S., Engineering Management, University of Missouri at Rolla, 2000

B.S., Mechanical Engineering, University of California at Davis, 1995

PROFESSIONAL AFFILIATIONS

Registered Professional Engineer, Mechanical (CA)

Tau Beta Pi Engineering Honor Society Member

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Russell Driver
Principal, ARC Alternatives

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SUMMARY

Experienced professional with over 20 years of progressive experience in energy, economic analysis, program management and consulting. Expertise in renewable energy and energy efficiency projects and programs, having led efforts to develop over 100 MW of solar in California and Hawaii. Thorough knowledge of the principles of project management, procurement, scheduling, and budgeting and deep experience communicating with senior executives, policy boards, industry groups, the public, and the media.

WORK EXPERIENCE

Principal, Co-Founder ✦ ARC Alternatives, San Francisco, CA Feb 2014 to present

- *Solar PV Consulting – Cities, Counties and Schools Throughout California*
 - Performed solar feasibility studies, including economic modeling
 - Developed RFPs, evaluated vendor proposals and participated in the procurement process
 - Reviewed solar system designs
 - Assisted with construction oversight, system testing and acceptance
- *Prop/39 Consulting – Chico Unified, Oroville Union, Washington Unified, and Pacifica School Districts*
 - Program Manager (CUSD, OUHSD, WUSD) and strategic support (Pacifica)
 - Performing utility analysis, facility benchmarking, project identification, strategy development, energy expenditure plan development and submittal, and managing CA Energy Commission (CEC) required processes and submittals
 - Coordinating with other District initiatives (e.g., Facilities Master Plan, smart meter deployment, Bright Schools, Retrocommissioning, solar PV, behavioral programs)
- *Deep Energy Efficiency and Cogeneration Improvements Study – University of California Office of the President*
 - Collaborated on development of study methodology
 - Reviewed and refined economic analysis and study results

Principal ✦ Newcomb|Anderson|McCormick, San Francisco, CA 2007-January 2014

- *Renewable Project Development, Procurement, and Implementation – Multiple Public Sector Clients Throughout California and Hawaii*
 - Performed solar feasibility studies for K-12, university and other public sector clients. Studies included determining size, location and layout of systems as well as modeling system production and financial performance.
 - Developed procurement strategies, bid documents, technical specifications, and contracts for renewable energy systems. Conducted evaluations of proposals, supported contractor selection and participated in contract negotiations as representative of the client.
 - Oversaw implementation of multiple solar deployments on behalf of public sector clients, including the development of schedules and work plans, monitoring contractor and internal staff performance, maintaining program budgets, and reviewing and accepting deliverables throughout the delivery lifecycle.
 - Determined actual system performance over time and determined financial savings resulting from solar projects.

- *UC/CSU/IOU Statewide Energy Efficiency Partnership Program – Southern California Edison*
 - Successfully led the design, development and deployment of Primavera P6 for energy efficiency project tracking across all UC and CSU campuses and to the California IOUs.
 - Developed and delivered training on the use of project management tools and processes to UC, CSU, and IOU staff.
 - Negotiated contracts for Primavera licenses, software hosting, and support.
- *California Solar Initiative Evaluation Program Management – California Public Utilities Commission*
 - Led efforts to oversee the comprehensive evaluation program of the California Solar Initiative on behalf of CPUC.
 - Coordinated evaluation consultants performing impact, process improvement, and market transformation studies.
 - Developed and deployed tools for managing budgets, schedules, deliverables, review cycles and program documents.

Senior Manager ✦ Kaiser Permanente, Oakland, CA 2004-2007

- Directed program management office in support of Kaiser Permanente nationwide deployment of electronic medical records (EMR) system.
- Led implementation of the long-term support model for EMR system for all Kaiser Regions outside California.
- Acted as IT Program Manager for revenue cycle remediation projects across the enterprise.

Principal Program Coordinator ✦ Metropolitan Transportation Commission, Oakland, CA 1994-2004

- Led the implementation of the TransLink/Clipper region-wide transit fare payment system.
- Directed development of RFP, oversaw evaluation of proposals, and led negotiations resulting in \$300 million contract for a regional transit fare payment and transaction processing system.
- Acted as lead staff on contract administration issues, including communications, documentation control, contract interpretation and negotiation, and change orders.
- Facilitated and negotiated agreements on governance, customer service policies and fare policies among Bay Area transit operators.
- Acted as lead staff for programming and allocating State transportation funds.

EDUCATION

M.A., Urban Planning, University of California Los Angeles, 1993

B.A., Urban Studies, Stanford University, 1991

COMMUNITY SERVICE

Chair, Town of Moraga Planning Commission 2006-2012

Co-chair, Town of Moraga Climate Action Plan Task Force 2012-2013

Contra Costa County Transportation Authority Citizens' Advisory Committee 2006-present

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Andrew Meiman, PE
Principal, ARC Alternatives

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★ www.arcalternatives.com

SUMMARY

Experienced program manager and engineer with a proven record of successfully implementing complex engineering-driven programs in multi-stakeholder environments. Programs cumulatively represent owner commitments of over \$600M capital. Demonstrated ability to leverage business perspective, engineering competency and strong interpersonal skills to lead teams and drive programs in the education, government and utility sectors.

WORK EXPERIENCE

Principal, Co-Founder ✦ ARC Alternatives, San Francisco, CA Feb 2014 to present

- *Chico Unified, Washington Unified, Oroville Union and Pacifica School Districts – Proposition 39 and Solar Consulting*
 - Program Manager (Pacifica) and Strategic and Technical Support (Chico, Washington Unified, Oroville)
 - Performing utility analysis, facility benchmarking, project identification, strategy development, energy expenditure plan development and submittal, and managing CA Energy Commission (CEC) required processes and submittals
 - Coordinating with other District initiatives (e.g., Facilities Master Plan, smart meter deployment, Bright Schools, Retrocommissioning, solar PV, behavioral programs)
- *Southern California Edison (Lead Utility), San Diego Gas & Electric, Pacific Gas & Electric, Southern California Gas, University of California Office of the President, California State University Chancellor's Office - Statewide Program Manager for the UC/CSU/IOU Energy Efficiency Partnership (starting February 2015).*
 - Lead Executive, Management, Training & Education, and Monitoring Based Commissioning Teams governing the operation of the Partnership
 - Organize, direct and execute all work for the Partnership including technical review, project development, project tracking, reporting, outreach, training, planning and strategy
- *University of California, Santa Cruz – Project Manager, Integrated Climate and Energy Strategy*
 - Developing a comprehensive energy efficiency audit for approximately 3M gsf
 - Conducting a renewable energy feasibility study, with a focus on solar photovoltaics
 - Assisting with a technical/economic analysis and recommending projects, policy updates, procurement approaches to attain carbon neutrality by 2025 goal
- *University of California Office of the President – Program Manager, Deep Energy Efficiency and Cogeneration Improvements Study*
 - Identified and quantified remaining potential for deep energy efficiency retrofits in over 650 buildings systemwide, identifying over \$700M in deep energy efficiency retrofits
 - Identified four major categories of qualifying projects through site visits, interviews and best practice case studies
 - Conducted literature review and developed deep energy retrofit definition

Principal ✦ Newcomb|Anderson|McCormick, San Francisco, CA 2006-January 2014

- *Southern California Edison (Lead Utility), San Diego Gas & Electric, Pacific Gas & Electric, Southern California Gas, University of California Office of the President, California State University Chancellor's Office - Statewide Program Manager for the UC/CSU/IOU Energy Efficiency Partnership*

- ▶ Led Executive and Management Teams governing the operation of the Partnership
- ▶ Organized, directed and executed all work for the Partnership including technical review, project development, project tracking, reporting, outreach, training, planning and strategy
- ▶ Through 2013 the Partnership saves the University of California (UC) and California State University (CSU) annually 335 million kWh, 19 million therms and achieved approximately 40MW of demand reduction, earning the universities \$95M of incentives and helping California's primary Investor Owned Utilities (SCE, PG&E, SDG&E and SCG) achieve their energy efficiency goals
- *California Energy Commission* – Developed approaches to bring private financing into the public sector energy efficiency projects through the California Public Facilities Energy Financing Partnership
- *University of California, Office of the President* – Systemwide Strategic Energy Plan (SEP)
 - ▶ Supported large multi-discipline project team that identified over \$900M in energy efficiency and renewable generation projects for the University with an overall simple payback under 10 years
- *Pacific Gas & Electric Company* – Led team responsible for data integration and reconciliation of 30+ third-party energy efficiency programs during program cycle close
- *Pacific Gas & Electric Company* – Evaluated and redesigned internal energy efficiency processes related to utility run core energy efficiency programs

Senior Associate ✦ Booz Allen Hamilton, San Francisco, CA 1996-2006

- *Confidential Client* – Performed strategic and program planning related to a municipal/regional Community Choice Aggregation (CCA) effort which included aggressive renewable energy, efficiency and conservation requirements.
- *Consumer Energy Council of America (CECA)* – Provided analysis on energy efficiency and contributed to reports supporting a national energy policy initiative addressing the nation's non-transportation energy portfolio. The reports cover the role of renewable energy and energy efficiency, future demand, supply availability and constraints.
- *Multiple Agencies* - Led and advised Booz Allen teams in Los Angeles, San Francisco, Washington D.C., Toronto, New York, New Jersey, Atlanta, Seattle, San Diego, London, Vancouver, and Sydney in matters concerning planning, procurement, design, implementation, outreach and governance of regional smart card systems.

Vehicle Engineer ✦ Orbital Sciences Corporation, Dulles, VA 1991-1994 1991-1994

- *US Air Force* - Led a 6-member core team and a 12-member support team responsible for constructing, troubleshooting, and successfully launching a \$13 million Pegasus rocket with a \$20 million satellite payload.

EDUCATION

M.B.A., University of Virginia, Darden Graduate School of Business, 1996
B.S., Aerospace Engineering, University of Colorado, 1991

PROFESSIONAL AFFILIATIONS AND COMMUNITY SERVICE

Registered Professional Engineer, Mechanical (CA)
Director, Co-Founder, and former CFO, Pacifica Education Foundation

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Niko Kalinic
Program Manager, ARC Alternatives

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SUMMARY

Internationally experienced program and engineering manager with over five years of professional experience designing, implementing, and managing complex energy projects and programs in diverse environments. Excels in providing unique combination of technical and programmatic support for clients ranging from private companies to foreign governments.

WORK EXPERIENCE

Program Manager ✦ ARC Alternatives, San Francisco, CA Feb 2015 to present
Provides programmatic and engineering support for public sector clients pursuing solar power and energy efficiency programs.

- Responsible for helping clients navigate all phases of projects from feasibility analysis through measurement and evaluation, providing a unique combination of technical support and project management oversight.

Owner ✦ MNK Consulting LLC, Danville, CA Mar 2014 to present
Exclusive provider of business development and solar energy consulting services for an international company pursuing solar energy and water projects in East Africa. Served as the lead consultant for the development of an energy division of the organization.

- Developed 10-year business plans with financial forecasts for board approval
- Provided up to date market landscape and trend analysis for the energy sector in East Africa
- Provided program management services for the implementation of a clean water program for 300 schools providing clean water for over 150,000 children in Kenya

Senior Engineer ✦ Newcomb Anderson McCormick, San Francisco, CA Nov 2013- Feb 2014
Program consultant for the implementation of the \$49.5 million California Clean Energy Jobs Act across all 122 California Community Colleges

- Assisted campuses in the identification and prioritization of energy efficiency projects
- Reviewed and developed energy saving calculations Solar Power Procurement Specialist
- Conducted feasibility study for the City of Palm Springs, identified and evaluated \$12 million of solar projects across multiple sites
- Provided proposal review support for Alameda County's Regional Renewable Energy Procurement program totaling 20MW across 115 sites, and Cañada College's procurement of a 1.2MW ground mount system

Senior Program Manager ✦ Manna Energy Limited, Kigali, Rwanda Feb 2012- Oct 2013
Managed technical and logistical operations for a planned 600,000 household nationwide water treatment and improved cooking program in partnership with the Rwandan Ministry of Health

- Negotiated design and manufacturing specifications, delivery schedules, and testing and inspection plans for a \$30 million procurement of water filters and cookstoves
- Managed internal Supply Chain Manager and Program Coordinators
- Developed and maintained company's project controls
- Implemented and managed company's mobile data collection systems, managed fleet of 130 smartphones, and led custom database creation with external software developer
- Managed in-country logistics for third party program evaluations

- ▶ Led technical evaluation and field testing of water filtration and stove technologies
- ▶ Led the analysis and organization of nationwide socioeconomic data collected by the government for each household and resident, totaling 12 million records
- ▶ Successfully managed the implementation of a 2,200 household pilot program, providing clean water and clean cooking for 10,000 people

World Travel

Jul 2011- Dec 2011

Energy Engineer ❖ Newcomb Anderson McCormick, San Francisco, CA

Sept 2009- Jul 2011

- Served as Owner's Representative for public sector clients pursuing solar power
 - ▶ Conducted feasibility studies, developed RFP's, technical specifications, and procurement documents
 - ▶ Evaluated proposals and supported clients during contract negotiations
 - ▶ Led three-phase design review, including testing and commissioning plan review
 - ▶ Managed firm's Electrical and Structural Engineering sub-consultants, developed scopes of work and managed budgets
 - ▶ Evaluated project schedules, RFI's, and change order requests
 - ▶ Created and maintained project record database
 - ▶ Key Projects Include: \$6 million 887kW ground mounted single axis tracking system for the Washington Unified School District in Sacramento, \$9 million 1.1MW parking lot single axis tracking system at De Anza college in Cupertino, four ground mount PPA's totaling 1.6MW for Chico Unified School District, and a planned \$35 million 5MW program at the University of Hawaii
- Technical consultant and program manager for PG&E's Retrocommissioning program and statewide utility partnership programs for large commercial and industrial customers
- Conducted savings analysis and cost estimates for \$8.9 million in energy efficiency projects at San Francisco General Hospital under the direction of the San Francisco Public Utilities Commission

Research Assistant ❖ University of Colorado at Boulder, Boulder, CO

Oct 2007- Jul 2009

- Facilitated the analysis and implementation of energy conservation measures for five mixed use buildings

Energy Consultant ❖ Leaf LLC, Boulder, CO

Mar 2008- Dec 2008

- Assisted research and development of potential carbon credit generating projects
- Facilitated design meetings with building owners, architects and contractors for LEED projects
- Provided support for LEED administration for existing buildings and new construction projects

Volunteer ❖ Engineers Without Borders, Boulder, CO

Jan 2005- May 2009

- ▶ Managed design and implementation of six separate off-grid solar power systems in Rwanda

EDUCATION

M.S., Civil Engineering, University of Colorado at Boulder, 2009

B.A., Mechanical Engineering, University of Colorado at Boulder, 2007

PUBLICATION

Evaluation of Measurement and Verification Procedures for Retrofit Savings Using Calibrated Energy Building Models. American Society of Mechanical Engineers, May 2010

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Simon Olivieri, P.E.
Engineer, ARC Alternatives

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SUMMARY

Licensed Professional Mechanical Engineer with multi-disciplinary engineering background in energy, environmental, and mechanical engineering. Expertise in whole building energy analysis and evaluation, mathematical modeling, and strategic program design. Possesses thorough experience in monitoring and modeling systems, with the intention of quantifying changes due to specific interventions to the system.

WORK EXPERIENCE

Engineer ✦ ARC Alternatives, Inc., San Francisco, CA February 2015 - Present

- *Provides programmatic and engineering support for public sector clients pursuing solar power and energy efficiency programs.*
 - Responsible for helping clients navigate all phases of projects from feasibility analysis through measurement and evaluation, providing a unique combination of technical support and project management oversight.

Associate Engineer II ✦ EOA, Inc., Oakland, CA August 2014 - Present

- *Pollutant of Concern Monitoring and Mitigation Program Design – Multiple Counties, SF Bay Area*
 - Designing monitoring program for Santa Clara and San Mateo Counties to identify primary locations of concern for PCB and Mercury contamination. Developing mathematical model to quantify the impacts of potential PCB and Mercury concentrations on state regulated limits for storm water discharged into bay.
 - Evaluating strategies to reducing reduce trash/litter in storm water throughout SF Bay Area. Developing cost benefit analysis of various methods of trash/litter reduction in order for cities and counties to meet state regulations for trash in storm water in a cost effective manner.

Senior Engineer ✦ Newcomb|Anderson|McCormick, San Francisco, CA January 2014 – July 2014

Energy Engineer ✦ Newcomb|Anderson|McCormick, San Francisco, CA April 2011 – January 2014

- *UC/CSU/IOU Statewide Energy Efficiency Partnership Program – Southern California Edison*
 - Lead the technical review and rebuttal of the California State Energy Division MBCx program evaluation for the 2010-2013 program cycle in PG&E service territory
 - Worked with UC and CSU campuses to improve project schedule adherence and close out outstanding projects.
 - Assisted campuses with identifying and prioritizing projects and their implementation.
 - Worked with energy project implementers to improve their analysis and reporting of MBCx projects.
- *CCC/IOU Statewide Energy Efficiency Partnership Program*
 - Assisted in the development of the CCC Proposition 39 implementation strategy and database tracking development.
 - Managed several Districts project development and approval to receive Proposition 39 funds.
- *Energy Efficiency Project Technical Reviewer – Multiple IOU and statewide Programs*
 - Conducted technical review for energy efficiency projects for several IOU energy efficiency programs including; PG&E Retro-commissioning, UC/CSU/IOU MBCx, CCC/IOU Retrofit, SCE Retrofit, CDCR/IOU Retrofit.

- ▶ Conducted project scoping and budgeting for the PG&E Core RCx program. Tracked RCx projects throughout their lifecycle and assisted implementers in proper documentation and reporting to comply with PG&E RCx program requirements.
- *Renewable Project Development, Procurement, and Implementation – Multiple Public Sector Clients Throughout California and Hawaii*
 - ▶ Developed comprehensive solar financial modeling software that can be used to evaluate and track the financial performance of a Solar Project throughout its lifecycle.
 - ▶ Performed solar feasibility studies for K-12, university and other public sector clients. Studies included determining size, location and layout of systems as well as modeling system production and financial performance.
 - ▶ Developed procurement strategies, bid documents, technical specifications, and contracts for renewable energy systems. Conducted evaluations of proposals, supported contractor selection and participated in contract negotiations as representative of the client.
 - ▶ Oversaw implementation of multiple solar deployments on behalf of public sector clients, including the development of schedules and work plans, monitoring contractor and internal staff performance, maintaining program budgets, and reviewing and accepting deliverables throughout the delivery lifecycle.
 - ▶ Determined actual system performance over time and determined financial savings resulting from solar projects.

EDUCATION

M.S., Civil Engineering – Building Systems, University of Colorado Boulder, 2011

B.S., Mechanical Engineering, University of California San Diego, 2008

RELEVANT PUBLICATIONS

Olivieri, S.J., G.P. Henze, C.D. Corbin, and M.J. Brandemuehl (2014) "Evaluation of Commercial Building Demand Response Potential Using Optimal Short-Term Curtailment of HVAC Loads." *Journal of Building Performance Simulation*; Volume 7, Issue 2, pp. 100-118





Kim Courtney
Senior Project Manager, ARC Alternatives

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SUMMARY

Practiced project manager with an array of experience across the energy and transportation markets in both the public and private sectors. Successfully manages deliverables, budgets and schedules in large-scale project environments involving multiple stakeholders and accomplished at gaining consensus through integrating information and clear communication

WORK EXPERIENCE – PROGRAM MANAGEMENT, ENERGY EFFICIENCY AND RENEWABLES PROGRAMS

Project Manager ✦ ARC Alternatives, San Francisco, CA 2014 to present

- *California Solar Initiative Evaluation Program Management – California Public Utilities Commission*
 - Coordinated design and implementation of the project management website.
 - Supported project management functions, including scheduling and document management.
- *Proposition 39 Consulting – Chico Unified School District*
 - Assisted with the development of the district wide Strategic Energy Plan and Proposition 39 Energy Expenditure Plan.
- *Solar Project Implementation – Washington Unified School District*
 - Assisted with program management activities, including schedule review, submittals tracking, meeting management, and project communications.
 - Developed and deployed project management website and file management systems.

WORK EXPERIENCE – TRANSIT AND COMMUNITY PLANNING

Project Manager ✦ Bottomley Design & Planning Oakland, CA 2007-2009

- Worked to create vision plans for six future transit stations for the Bay Area Rapid Transit System (BART) expansion to San Jose, CA. Each station area design came with unique constraints and challenges.
- Worked on design principles and zoning codes for municipalities in specific plans, design plan updates, precise plans and initial studies.

Project Manager ✦ AECOM/EDAW Inc, San Francisco, CA 2005-2007

- Directed Specific Plan activities for the City of Livermore, CA to design and create over a million square feet of retail development.
- Created a Specific Plan for Pacific Union Homes for the City of Orland, CA, whose hurdles included the need for more housing, while trying to fit into an agricultural setting and surrounding community.
- Managed and developed policy reviews for a number of property owners assessing their lands potential for development primarily in the Central Valley of California.
- Implemented a weekly project projection system to help ensure the full utilization of our project studio team.
- Conducted community meetings for planning and design projects that required consensus building and integration of community input.

- Planner ✧ Kimley-Horn and Associates, Inc. Chicago, IL/Oakland, CA 2005-2007
- Conducted a feasibility study for the use of video detection of bicycles, resulting in a demonstration project at 37 intersections.
 - Helped design safe routes to school for multiple municipalities throughout the Bay Area.
 - Developed short and long-range transportation options for Redwood City, CA that were incorporated into their redevelopment plans.

- Program Planner ✧ Metropolitan Transportation Commission Oakland, CA 2003-2005
- Created a multi-year implementation schedule, incorporating tasks for area transit agencies, the contractor and MTC.
 - Ran weekly schedule meetings and updates across all parties, facilitating changes and managing expectations.
 - Managed fare card collection activities related to BART, including requirements gathering and design, coordinating technology changes, overseeing funding agreements, negotiating contracts and facilitating relationships.

EDUCATION

- MUPP, Urban Planning and Policy, University of Illinois, Chicago, 2001
- B.S., Urban Planning, University of Utah, 1998

PROFESSIONAL AFFILIATIONS AND COMMUNITY SERVICE

- Project Scheduler, and Steering Committee Member, Lawton Elementary School Playground Design Committee
- Art Docent, Lawton Elementary School

ARC Alternatives ✧ 222 Sutter St, Suite 600 ✧ San Francisco, CA 94111 ✧ T 415-420-5727
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Appendix B – State of California Form ARTS-GS: Articles of Incorporation of a General Stock Corporation

ARTS-GS	Articles of Incorporation of a General Stock Corporation	3640356						
<p>To form a general stock corporation in California, you can fill out this form or prepare your own document, and submit for filing along with:</p> <ul style="list-style-type: none"> - A \$100 filing fee. - A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form or document. <p>Important! Corporations in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.</p> <p>Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.</p>		<p>FILED</p> <p>Secretary of State State of California</p> <p>pc JAN 24 2014</p>						
<small>This Space For Office Use Only</small>								
<p style="text-align: center;">For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.</p> <p>Corporate Name (List the proposed corporate name. Go to www.sos.ca.gov/business/be/name-availability.htm for general corporate name requirements and restrictions.)</p> <p>① The name of the corporation is <u>ARC Alternatives</u></p>								
<p>Corporate Purpose</p> <p>② The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.</p>								
<p>Service of Process (List a California resident or an active 1505 corporation in California that agrees to be your initial agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a 1505 corporation as the address for service of process is already on file.)</p> <p>③ a. <u>Andrew D. Meiman</u> <small>Agent's Name</small></p> <p>b. <u>377 Olympian Way</u> <u>Pacifica</u> <u>CA 94044</u> <small>Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box City (no abbreviations) State Zip</small></p>								
<p>Corporate Addresses</p> <p>④ a. <u>144 Donald Drive</u> <u>Moraga, CA 94556</u> <small>Initial Street Address of Corporation - Do not list a P.O. Box City (no abbreviations) State Zip</small></p> <p>b. _____ <small>Initial Mailing Address of Corporation, if different from 4a City (no abbreviations) State Zip</small></p>								
<p>Shares (List the number of shares the corporation is authorized to issue. Note. Before shares of stock are sold or issued, the corporation must comply with the Corporate Securities Law of 1968 administered by the California Department of Corporations. For more information, go to www.corp.ca.gov or call the California Department of Corporations at (213) 576-7500.)</p> <p>⑤ This corporation is authorized to issue only one class of shares of stock.</p> <p>The total number of shares which this corporation is authorized to issue is <u>100000</u></p>								
<p><small>This form must be signed by each incorporator. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of incorporation.</small></p>								
<p><u>Andrew D. Meiman</u> <u>Andrew D. Meiman</u> <small>Incorporator - Sign here Print your name here</small></p>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;"><small>Make check/money order payable to: Secretary of State</small></td> <td style="width: 33%; border: none;"><small>By Mail</small></td> <td style="width: 33%; border: none;"><small>Drop-Off</small></td> </tr> <tr> <td style="border: none;"><small>Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.</small></td> <td style="border: none;"><small>Secretary of State Business Entities, P. O. Box 944260 Sacramento, CA 94244-2600</small></td> <td style="border: none;"><small>Secretary of State 1500 11th Street, 3rd Floor Sacramento, CA 95814</small></td> </tr> </table>			<small>Make check/money order payable to: Secretary of State</small>	<small>By Mail</small>	<small>Drop-Off</small>	<small>Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.</small>	<small>Secretary of State Business Entities, P. O. Box 944260 Sacramento, CA 94244-2600</small>	<small>Secretary of State 1500 11th Street, 3rd Floor Sacramento, CA 95814</small>
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Corporations Code §§ 200-202 et seq. Revenue and Taxation Code § 23153
ARTS-GS (REV 05/2013)

2013 California Secretary of State
www.sos.ca.gov/business/be

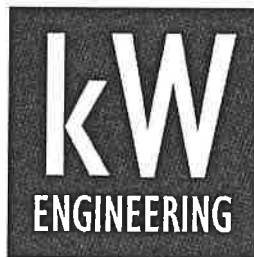
STATEMENT OF QUALIFICATIONS

Energy Conservation & Clean Energy Contractor Services

Prepared for

Gravenstein Union School District
Attn: Jennifer Schwinn, Superintendent

April 6, 2017



287 17th Street, Suite 300
Oakland, CA 94612
(510) 834-6420
kw-engineering.com



1719 5th Avenue
San Raphael, CA 94901
(415) 663-9914
sagerenew.com

Founder's Statement

Over 19 years ago in an old warehouse in Oakland, I started kW Engineering as a two-person firm with a singular vision: to become the leading technical experts at identifying opportunities in institutional, commercial, and industrial facilities to save energy and enhance our customers' bottom lines. Long before "sustainability" and "renewables" became popular buzzwords, kW Engineering was cutting its teeth on the rooftops of municipal buildings and in the central plants of public campuses.

We treat every project as an opportunity to showcase our expertise, further refine our craft, and strengthen our reputation. I am proud that my team's results speak for themselves. With hundreds of satisfied long-term clients, we have steadily grown into a recognized leader in the energy industry with a dedicated technical staff of 46 energy engineers and technicians (of which 26 are licensed Professional Engineers) and a total of 60 passionate employees.

While new firms have entered the market in the past few years and others have left or been acquired by large corporations, kW Engineering has remained a private and independent company, beholden only to our customers' best interests. We deliberately seek out only those opportunities where we can deliver results and build strong professional relationships that will last beyond our next 19 years. We genuinely love what we do, and we appreciate your consideration of kW Engineering.

Sincerely,

A handwritten signature in black ink, appearing to read "JK", written in a cursive style.

Jim Kelsey, P.E.
Founder & President



April 6, 2017

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

Dear Ms. Schwinn and Respected District Staff,

kW Engineering welcomes this opportunity to submit our Statement of Qualifications in response to the RFQ for Energy Conservation and Clean Energy Contractor Services. Along with our solar generation sub-consultant, Sage Renewables, we are trusted energy engineering and renewable energy firms with highly-regarded reputations who work seamlessly together.

Fully Independent Owner's Representative

Both kW and Sage's are free from vendor affiliations and do not sell equipment, controls, or software guaranteeing unbiased, independent owner's representative services, and motivated only by your needs. We take deep pride in the objectivity, accuracy and integrity of our work.

Two Firms Are Better Than One: kW + Sage's Successful Prop 39 Partnership with School Districts

We specialize in our respective fields of energy efficiency and clean energy generation. Through our history of successful partnerships, we have honed our collaborative process eliminating any perceived burdens of working with more than one firm. We work synergistically delivering our services as though we are one with kW leading the District's energy projects, integrating Sage's solar efforts into project workflow and providing a single point-of-contact for invoicing and project administration.

The kW-Sage team perfected our collaborative approach with many K-12 districts including Pittsburg USD, Dos Palos OLJUSD, Menlo Park SD, Milpitas USD, Benicia USD and San Carlos SD with Proposition 39 consulting services integrating energy conservation measures with renewable generation project support. In addition to our district clients, we worked together as consultants for the California Energy Commission's Bright Schools program.

National Leaders in Energy Auditing

kW Engineering's Founder and President, Jim Kelsey, was the Principal Author of ASHRAE's *Procedures for Commercial Building Energy Audits*: the sole publication which defines energy audits and guides our industry. Since 1998, energy audits and building analysis have been at the core of kW Engineering's services and is embedded in our company's DNA.

Over 90% of kW Engineering's energy audits lead to implemented projects with verified savings. For more than a decade, kW has been the leading provider of energy audits under several utility audit programs including PG&E's Large Integrated Audits and the trusted auditor for their key institutional and commercial customers.

Thank you for your consideration of our qualifications. We are excited at the opportunity to help manage the challenges of fiscal constraints, rising energy costs and the ongoing maintenance burdens placed on your District. Please contact me with any questions, and we look forward to the possibility of supporting your District.

Sincerely,

Peter Pollard, P.E.
 Principal



February 14, 2017

Executive Summary

We trust you will discover through your review of this SOQ, that the kW-Sage Team has the knowledge and resources to assist Gravenstein Union School District (GUSD) in achieving its goals of reducing energy consumption, pursuing renewable generation as interested, and achieving exceptional energy management practices.

Proposition 39 Successes

kW and Sage have a successful history partnering on projects. kW's energy efficiency and Sage's renewable energy expertise complement each other and allow us to offer comprehensive energy services to our clients.

kW Engineering has a proven track record assisting over two dozen California K-12 school districts with all of their energy conservation needs. Our Principals and staff all share a personal commitment to saving energy in a wide variety of buildings and complex facilities.

Sage is a leading renewable energy consulting firm for California schools, with significant expertise planning and procuring best-value energy projects from leading energy performance contracting (EPC) firms. Sage has provided feasibility studies, project management, design review, permitting, construction support, commissioning and operations management for more than 40 California school districts, including North America's largest contracted commitment to solar energy by a public school: a multi-phase 24.5 MW solar PV PPA for Kern High School District on 27 District sites.

Expertise in Securing Additional Funding and Project Finance

As top consultants to many utility incentive programs, kW is well-versed in all aspects and routinely work with clients to leverage their internal capital and secure the maximum amount of external funds. For renewables, Sage has unmatched financing and rate tariff expertise.

Highly Technical, Seasoned, Dedicated Staff

Over 80% of kW Engineering's employees are energy engineers with 23 licensed Professional Engineers. Proudly stated, kW's technical staff has over 500 years combined experience in energy efficiency engineering.

Project Identification to Implementation and Beyond

kW provides dozens of K-12 districts and hundreds of commercial clients with independent energy consulting services to identify, quantify, and prioritize opportunities for successful energy conservation projects in addition to supporting project implementation and post-installation services such as on-going M&V and persistence tracking. Our breadth of experience with implementation, commissioning, and facility operations informs our audit recommendations to ensure maximum energy savings, project feasibility, cost-effectiveness, timeliness, reliability, and non-energy benefits such as student and teacher comfort, reduced maintenance costs, classroom health and safety.

kW currently provides owner's representative services and supports project implementation for many of our school district clients such as Cupertino USD, Berkeley USD, Escondido USD in addition to other institutional clients like the County of Santa Clara and the San Francisco Public Utilities Commission.

Experienced, Realistic Project Approach

Our kW-Sage team approach focuses our efforts on opportunities most likely to be implemented, and document other measures for future consideration. We keep our analysis cost-effective by tailoring the level of analysis detail to the magnitude of the potential savings.

Natural Extension of District Staff

We are District advocates and work as though we were a District employee. Close collaboration and communications with concerned parties is critical to our philosophy in developing, selecting, and implementing successful projects. Prior to site visits and analysis, we will meet with key District stakeholders to gather their insights, ideas, priorities, constraints, and concerns. Doing so ensures we meet District objectives while maintaining cost-effectiveness and establishing an appropriately aggressive schedule to meet the Energy Expenditure Plan (EEP) deadline.

California Division of State Architect (DSA) and California Building Code Experience

The submission and approval of all of our client's Proposition 39 EEPs demonstrates our ability to navigate the rigorous and evolving requirements of the program and regulatory environment which govern construction projects at school facilities. kW employs 23 licensed Professional Engineers with direct experience in working with the Department of General Services (DGS), the DSA, and the Office of Public School Construction (OPSC).

Since 2015, Sage has managed a 4.9 MW solar PV project for the Sacramento Regional County Sanitation District (Regional San) in SMUD territory, a complex project constructed in tandem with the construction of a large wastewater treatment plant. As a result of this and Sage's other successful solar projects for public agencies, Sage has extensive familiarity with relevant DSA, CEQA, AHJ and utility requirements and codes.

Our Prop 39 Project Approach for Gravenstein USD

As experienced energy consultants, we will work with the District to gain insights on priorities and facility needs, while reviewing the status of utility consumption, performing the CEC required benchmarking study. As directed by the District, we will perform appropriately focused energy and facility audits to identify and assess potential energy saving measures. Following benchmarking and audits, kW will generate an initial measures list summarizing all potential energy measures which will be vetted by District staff.

On a parallel path to the efficiency investigation and since the District has clear intentions to develop solar generation at the two school facilities, Sage will prepare a solar feasibility review to identify the cost and generation potential of these solar projects. Once approved by District staff, kW will incorporate the identified energy efficiency scope with Sage's findings into the District's EEP to ensure that the SIR (Savings-to-Investment Ratio) requirements are met.

Following any necessary energy efficiency and renewable energy investigations, kW will develop, review and submit the District's EEP, with follow-up correspondence with the CEC as needed.

kW will be available to assist with bid guidelines, as well as procurement or technical support, as needed, before during and following construction.

Lastly, the CEC requires each District to a Final Project Complete Report. As we have done for other K-12 clients. This "close-out" task will be included in our scope of work.

Statement of Qualifications and Contractual Contact

The individual to contact regarding this response is as follows:

Peter Pollard, P.E., Principal
kW Engineering
287 17th Street, Suite 300
Oakland, CA 94612
(510) 834-6420
pollard@kw-engineering.com

Firms' Information

kW Engineering (Prime)

Legal Name and Address, and Phone No. of kW's Kilowatt Engineering, Inc., d/b/a "kW Engineering"
287 17th Street, Suite 300, Oakland, California 94612
Principal Place of Business Phone: (510) 834-6420

kW Engineering's Legal Form of Entity

kW Engineering operates as an S Corporation and was incorporated in California in 2005. kW Engineering was founded in 1998 by Jim Kelsey (who still actively serves as the company President), and was operated as a general partnership from 1998 to 2005.

kW Engineering's Engagement Model and Fee Structure

See section entitled "Firms' Engagement Model and Fee Structure".

Number of Years kW Engineering Has Been Engaged in Energy Engineering

kW Engineering has provided independent energy engineering to clients for 19 years. The focus of the firm has always been to provide professional engineering services in support of energy efficiency and renewable energy projects.

Evidence That kW Engineering Can Conduct Business in the State of California

kW Engineering is incorporated in California and maintains Business Licenses in the City of Oakland, the City of Long Beach, and several other municipalities in which we do business. Copies of business licenses will be made available upon request. kW Engineering is also a certified "Small Business Enterprise" in the State of California.

Subsidiaries or Affiliates for kW Engineering

kW Engineering is not a subsidiary or affiliated with any other business enterprises.

Sage Renewables (Sub-Consultant)

Legal Name and Address, and Phone No. of Sage Renewable Energy Consulting, Inc.
1719 5th Avenue
Sages's Principal Place of Business San Raphael, CA 94901
Office: (415) 663-9914

Sages's Legal Form of Entity

Sage was formed as Sustainergy Systems in 2005 and renamed and incorporated in California as an S Corporation in 2009. The firm is wholly owned by its three principals and employees.

Sage's Engagement Model and Fee Structure

See section entitled "Firms' Engagement Model and Fee Structure".

Number of Years Sage Has Been Engaged in Renewable Energy Projects

Since its inception in 2005 and incorporation in 2009, Sage Renewables has been committed to representing its clients to plan and implement best value renewable energy projects. Its core business is providing objective, investment-grade solar PV feasibility studies and project management for California public agencies.

Evidence That Sage Can Conduct Business in the State of California

Sage Renewables is incorporated in California and maintains Business Licenses in the City of San Rafael, the City of Belmont, and several other municipalities in which we do business. Copies of business licenses will be made available upon request. Sage Renewables is also a certified "Small Business Enterprise" in the State of California.

Subsidiaries or Affiliates for Sage

Sage Renewables is not a subsidiary or affiliated with any other business enterprises.

Firms' Relevant Experience

kW Engineering

Our expertise, experience and qualifications to provide the requested services is most clearly demonstrated by our immense K-12 district client base and projects providing these services. The following pages list the California K-12 Districts for which kW provides energy efficiency services.

Energy Service Agreements with Educational Agencies

School District & Contract Initiation Date	Project Type/General Scope
Alameda County Office of Education (ACOE) 6/1/12	Energy audits for more than 11 facilities to date in the Pleasanton, Livermore and Oakland USD's to support ACOE's innovative Leadership in Energy Efficiency Program (LEEP). LEEP is part of Pacific Gas and Electric Company's (PG&E) Innovator Pilot Program and is managed by ACOE.
Antioch Unified School District (AUSD) 5/29/14	Proposition 39 Audit and Technical Support to develop a 5-year strategic plan and submit EEP for Year 1 & 2 Funding. Scope includes but is not limited to: benchmarking on all District sites, ASHRAE Level 2 Audits, EEP submission, Utility Third-Party Program coordination and specification review. Funding available for Year 3-5 EEP Development. EEP for Years 1 & 2 submitted and approved which Included measures at seven sites, and an EEP Funding request for \$1,593,846. Currently in development of EEP-#2
Berkeley Unified School District (BUSD) 6/16/16	Prop 39 Support for 5-year grant funding: Currently under contract to develop all projects, savings and support efforts for implementation under Prop 39 guidelines.
Cupertino Union School District (CUSD) 7/14/14	Proposition 39 Audit and Technical Support to develop a 5-year strategic plan and submit EEP for Year 1 & 2 Funding. Scope includes benchmarking, 15 ASHRAE Level 2 audits, 10 scoping audits, EEP submission, Utility Third-Party Program coordination and specification review. EEP for Years 1 & 2 was submitted and approved, which included measures at all 25 District sites. EEP Funding request was for \$2,020,330. Currently under Extension contract to develop final EEP and Final Project Completion Report.
Dos Palos-Oro Loma Joint Unified School District (DPOLJUSD) 6/18/15	Proposition 39 Audit and Technical Support Services to develop a 5-year strategic plan and submit EEP for Year 1-5 Funding. Scope includes but is not limited to: Performing benchmarking on all District sites, Perform ASHRAE Level 2 Audits at four sites, Scoping Audits at one site, Solar PV Project Planning Assessments, EEP submission and specification review. Energy Expenditure Plan submitted in June 2016 and has been approved.
Dublin Unified School District (DUSD) 5/30/14	Proposition 39 Audit and Technical Support Services to develop a 5-year strategic plan and submit EEP for Year 1 & 2 Funding. Scope includes but is not limited to: Performing benchmarking on all District sites, Perform ASHRAE Level 2 Audits at seven sites, Scoping Audits at five sites, EEP submission. Includes specification submittal and review of contractor submittals for measures at all District sites. EEP for Years 1 & 2 submitted on 6/30/15. Approved for \$559,000 on 9/21/15. Currently in development of 5-Year Strategic Plan for continued services in support of Prop 39.
Escondido Union School District 3/14/14	Assisted with development and approval of Prop39 EEP. We subsequently provided engineering and project management services during project design and construction phase (including commissioning).
Menlo Park City School District (MPCSD) 9/9/14	Proposition 39 Audit and Technical Support Services to develop a 5-year strategic plan and submit EEP for Year 1 & 2 Funding. Scope includes but is not limited to: Performing benchmarking on all (five) District sites, Perform ASHRAE Level 2 Audits at four sites, Solar PV System analysis for expansion at one site, and EEP submission. Additional services include specification submittal and review of contractor submittals. EEP for Years 1 & 2 submitted on 6/30/15. Approved for \$544,649 on 11/18/15. Included measures at three of the District's five sites, including District Offices.
Milpitas Unified School District (MUSD) 2/25/14	Prop 39 support, now "Phase III" contract, having completed third EEP, all totaling over \$2.3M in grant funding. Measures include: advanced HVAC analysis, exterior and interior lighting, cool roofs and other control measures, covering 9 District facilities. EEPs #1 and #2 have been approved and implemented. EEP #3 is currently under review by the CEC. One Final Completion Report has been submitted and approved.
Moreno Valley Unified School District 4/16/14	P39 strategic plan development followed by submittal and approval of Year 1 and 2 EEP. Currently in the process of assisting them with specs and bids process. Completed audits and currently developing Year 3 through 5 EEP. Contracted to perform general oversight, incentive applications, commissioning and incentive applications during construction phase.
Murrieta Valley Unified School District (MVUSD) 7/1/14	Provided scoping audits at four schools and a comprehensive energy audit at one high school.

School District & Contract Initiation Date	Project Type/General Scope
Oak Park Unified School District (OPUSD) 3/25/15	Provided benchmarking services to select project sites, conducted ASHRAE Level 2 energy audits to identify Prop39-eligible measures, then developed and submitted year 1&2 Prop39 EEP. The EEP has been approved by the CEC and project implementation is underway.
Oakland Unified School District (OUSD) 8/14/14	Proposition 39 services that include energy audits and assistance in preparation of the year-1/year-2 EEP plan which was ultimately approved for \$2.87M. kW has been working with OUSD since 2006 performing energy audits and retro-commissioning across 30+ sites.
Oceanside Unified School District 1/28/15	Provided benchmarking services to select project sites, conducted ASHRAE Level 2 energy audits to identify Prop39-eligible measures, then developed and submitted year 1&2 Prop39 EEP. The EEP has been approved by the CEC and project implementation is underway.
Pittsburg Unified School District (PUSD) 5/19/14	Proposition 39 Audit and Technical Support Services to develop a 5-year strategic plan and submit EEP for Year 1 & 2 Funding. Scope includes but is not limited to: Performing benchmarking on all District sites, Perform ASHRAE Level 2 Audits at three sites, Scoping Audits at six sites, including the Districts Maintenance and Child Nutrition facilities, EEP submission, Utility Third-Party Program coordination and specification review. Additional services performed were a district wide solar assessment and redesign option development on HVAC at one elementary school. EEP for Years 1 & 2 submitted on 6/30/15. Approved for over \$1M on 11/18/15, covering measures over nine District sites. Currently under Phase II contract for technical support and development of final EEP.
Roseland School District (RSD) 3/16/15	Proposition 39 Audit and Technical Support Services to develop a 5-year strategic plan and submit EEP for Year 1-3 Funding. Scope includes but is not limited to: Performing benchmarking on all District sites, Perform ASHRAE Level 2 Audits at three sites, Scoping Audits at two sites, EEP submission, Utility Third-Party Program coordination and specification review. Project team includes AXIA Architect (Santa Rosa) as an integral part of the District's Modernization Plan. EEP for 5-Year funding submitted on 11/24/15. Approved for over \$500K on 12/2/15, covering all District Facilities.
St. Helena Unified School District (SHUSD) 5/12/16	Provide full Proposition 39 Audit and Technical Support Services to develop a 5-year strategic plan and submit EEP for Year 1-5 Funding. Scope includes but is not limited to: <ul style="list-style-type: none"> • Performing benchmarking on all District sites, • Perform ASHRAE Level 2 Audits at all sites, • EEP submission and specification review. kW also provided Board of Trustee updates and participation in the District's Facility Planning Committee.
Salinas City School District (SCSD) 1/9/15	Proposition 39 Audit and Technical Support Services to develop a 5-year strategic plan and submit EEP for Year 1 & 2 funding, including a full assessment of the District's Solar PV production. A primary objective in Prop 39 funding includes the planned replacement of windows at a 90-year old Elementary school, which required the development of an eQuest model. Scope includes but is not limited to: Performing benchmarking on all District sites, Perform ASHRAE Level 2 Audits at two sites, and EEP submission. Additional services include specification submittal and review of contractor submittals. EEP for Years 1 & 2 submitted on 8/7/15. Approved for \$256K on 8/27/15 covering three District Facilities. Currently under Phase II contract to develop additional scope for Years 3-5 funding.
San Bernardino City Unified School District (SBCUSD) 11/4/14	Proposition 39 sub-contracted services through Southern Cal. Gas Company, which involved audit services for ten (10) District facilities, resulting in the submittal for Prop 39 funds totaling \$4.1M. Currently in negotiations for Phase III direct contract for services covering Years 3-5 Prop 39 funding, construction support services and Final Completion Reporting.
San Bruno Park SD (SBPSD) 7/2/15	Proposition 39 Audit and Technical Support Services to develop a 5-year strategic plan and submit EEP for Year 1-3 Funding. Scope includes but is not limited to: Performing benchmarking on all District sites, Perform ASHRAE Level 2 Audits at five sites, Scoping Audits at four sites, and Solar PV System production analysis.
San Carlos School District 1/16/14	Proposition 39 Audit and Technical Support Services to develop a 5-year strategic plan and submit EEP for Year 1-5 Funding. Scope includes but is not limited to: Performing benchmarking on all District sites, Perform ASHRAE Level 2 Audits at five sites, Scoping Audits at two sites, EEP submission and specification review. Additional services include specification submittals and review and assessment of DDC vendor proposals. Overcame challenge of managing that all District sites, except one, are charter schools with individual Prop 39 funding. ALL individual EEP have been submitted to CEC, all include Solar PV component of funding in support of PPA Contracts and are approved.
San Francisco Unified School District (SFUSD) 5/30/14 – Prop 39 contract	kW Engineering has been working with SFUSD since 2011 on energy audits, typically for bond-funded school improvements. P39 services began in 2014 with energy audits of six schools (900,000 sq. ft., 530,000 kWh and 44,000 therm savings identified) and continues into 2016 with energy audits of nine more schools (621,000 sq. ft., savings still being determined). The district is performing EEP submission on their own. kW Engineering is also assisting the district on their zero net energy goals

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School District & Contract Initiation Date	Project Type/General Scope
San Mateo Union High School District (SMUHSD) 7/23/15	(performing energy modeling simulation and providing consultation) and energy dashboard objectives (designing custom dashboard interfaces). Teamed with Sage Renewables to provide P39 services including development and submission of an EEP. Plan was approved in April 2016 for \$1.2 million across six high schools. kW Engineering is currently working on Retro-Commissioning investigations for SMUHSD under PG&E core RCx program (as outlined in EEP).
Sonoma Valley Unified School District (SVUSD) 1/15/15	Proposition 39 Audit and Technical Support Services to develop a 5-year strategic plan and submit EEP for Year 1-5 Funding. Scope includes but is not limited to: Performing benchmarking on all District sites, Perform ASHRAE Level 2 Audits at three sites, Scoping Audits at nine sites, Solar PV System production analysis, EEP submission and specification review. EEP submitted and approved in one week (A CEC Record!) for just under \$900,000.
Tulelake Basin Joint Unified School District (TBJUSD) 8/9/2016	Proposition 39 Audit and Technical Support Services to develop a 5-year strategic plan and submit EEP for Year 1-5 Funding. Scope includes but is not limited to: Performing benchmarking on all (3) District sites, Perform ASHRAE Level 2 Audits, Scoping Audits at nine sites, EEP submission and specification review. Recently Contracted and audits completed. In process of analysis and technical review with Client.
Weaver Union SD (WUHSD)	Proposition 39 Audit and Technical Support Services to develop a 5 year strategic plan and submit Providing 3rd Party Energy Consulting Services to District in review of Prop-39 application and scope of work proposed by other firm. Advise related to design and scope of new lighting systems, HVAC controls and savings estimates submitted for all measures.
West Sonoma County Union HSD (WSCUHSD) 6/15/15	Proposition 39 Audit and Technical Support Services to develop a 5-year strategic plan and submit EEP for Year 1-5 Funding. Scope includes but is not limited to: Performing benchmarking on all District sites, Perform ASHRAE Level 2 Audits at two main High School sites, Scoping Audits at two smaller sites, Solar PV System production analysis, EEP submission, Utility Third-Party Program coordination and specification review. Audits complete. Technical Review in phase II. EEP was submitted in December 2016 and approved in February 2017.

Energy Efficiency Measures Implemented in Connection with kW Engineering Past Projects

LIGHTING

- High efficiency lighting
- LED/High Efficiency exterior lighting and controls
- Install occupancy sensors and photocells to control lighting
- Reduce light levels in over-lit offices & hallways
- Gym lighting retrofits

HVAC

- Replace window AC units with high-efficiency mini-split systems
- Variable speed blower on furnace air distribution system
- VFDs on hot and chilled water pumps
- Chiller sequencing
- Absorption chillers
- Demand-based duct static pressure and supply air temperature resets
- Air side retro-commissioning
- Scheduling of pumps and fans
- Zone Level DDC conversions
- Occupancy based scheduling
- Economizer retrofits
- Pipe insulation
- Programmable thermostats
- Boiler Testing and Commissioning

OTHER

- Retro-Commissioning of all systems
- Central computer power management
- Efficient Energy Star appliances
- Insulation repairs
- Variable speed pool pumps
- Vending machine controls
- ECMs for walk-in coolers & freezers
- Window Replacement
- Building weatherization

Total Cost in Dollars of Commercial Energy Projects Installed by or Through the kW's Engineering Efforts
\$139M in installed costs for projects identified and scoped under programs directed by or directly audited by kW Engineering.

Total Capacity in kWh Saved or Generated by Energy Projects Implemented or Installed to Date through Projects Developed by the kW at K-12 Public Schools or Reasonably Equivalent Commercial Facilities
We estimate the following capacity in savings, in terms of kWh and therms, have or will be generated by our work over the LCC (Life Cycle Cost) of those installations:

- Approximately 289,000,000 kWh / year saved or projected
- Approximately 1,030,000 therms / year saved or projected

Sage Renewables

Renewable Energy Service Agreements

Owner/Client	Project Type & Scope	Contract Type	Date of Agreement
Union SD	1.6 MW Solar PV	Design-Build	2/13/2017
Dos Palos Oro Loma JUSD	1.3 MW Solar PV	PPA	12/9/2016
Sacramento Regional County Sanitation District	4.9 MW Solar PV	Design-Build	7/28/2016
San Ramon Valley USD	3.3 MW Solar PV	Design-Build	3/8/2016
Rincon Valley USD	860 kW Solar PV	PPA	4/1/2016
Novato USD	1.4 MW Solar PV	PPA	3/21/2016
County of San Joaquin	550 kW Solar PV	PPA	5/19/2015
Kern HSD	24.5 MW Solar PV	PPA	5/4/2015
Larkspur-Corte Madera SD	400 kW Solar PV	PPA (Prop. 39 Pre-Payment)	3/12/2015
Temecula Valley USD	6 MW Solar PV, 1.3 MW Storage	PPA	3/3/2015
Arcata SD	190 kW Solar PV	Design-Build	7/8/2014
Milpitas USD	3.4 MW Solar PV Contracting/Ops	PPA Buyout	6/10/2014
City of Ontario	1.9 MW Solar PV	Design-Build	2/20/2014
William S. Hart UHSD	6.1 MW Solar PV Contracting	PPA	12/11/2012
San Mateo UHSD	3.7 MW Solar PV	Design-Build	10/8/2012
Pittsburg USD	3.6 MW Solar PV Contracting/Cx	O&M	9/5/2012
Martinez USD	1.4 MW Solar PV	Design-Build	5/22/2012
West Sonoma Co. UHSD	835 kW Solar PV	Design-Build	5/17/2012
Anderson Valley USD	274 kW Solar PV	Design-Build	2/24/2012
San Mateo UHSD	3.7 MW Solar PV	Design-Build	1/10/2012
Moreland SD	1.2 MW Solar PV	Design-Build	9/27/2011
San Bruno Park SD	834 kW Solar PV	Design-Build	4/25/2011
Bellevue USD	625 kW Solar PV Contracting/Cx	Design-Build	6/1/2010

Total Cost in Dollars of Renewable Energy Projects Installed in Last 3 Years

Since 2014, Sage Renewables has managed the implementation and operation of approximately \$165 million (in total capital cost) of renewable energy projects for public agencies, primarily solar PV and battery storage.

Total Capacity in kWh generated at K-12 or Equivalent Commercial Facilities in Last 3 Years...


Sage Renewables K-12 and equivalent commercial energy projects operational since 2014 are generating approximately 58,000,000 kWh annually.

Project References



kW Engineering References

The following tables include full project cost and savings information for a small number of the districts for which we have provided energy services in the last five years. *Due to the page number restrictions of this response, our vast experience and the in-progress status of these projects, we are not able to include final project costs and savings in its entirety here.* All of the districts listed in the previous "Relevant Experience" section have over \$250,000 in project costs, and we are happy to provide their current, estimated project information upon request.

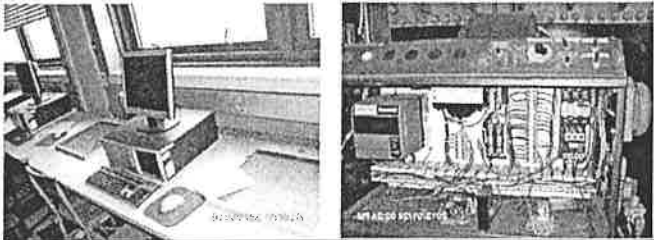
San Francisco USD: Energy Audits (Proposition 39 and Proposition A)

Client Reference Nik Kaestner SFUSD Director of Sustainability (415) 241-4327 kaestnern@sfusd.edu		 	
Dates	May 2011 – Present	Size	24 schools, 1,900,000 ft ²
Location	San Francisco, CA	Type of Contract	NTE T&M
Project Costs	\$1,928,000	Annual Energy Savings	3,500,000 kWh
Annual Gas Savings	100,000 therms	Utility Incentives	\$43,500
kW Roles & Responsibilities Energy Auditor, Incentives Administration Energy Modeling, Energy Dashboard Integration		kW Engineering Staff Project Manager: Peter Pollard, P.E., MBA Project Engineer: Duane Kubischta, P.E.	


Pittsburg Unified School District: Proposition 39 Planning and Technical Support

Client Reference Alan E. Glass Special Projects Accountant/Energy Supervisor – Pittsburg USD (925) 473-2368 aglass@pittsburg.k12.ca.us		 	
kW Roles & Responsibilities Benchmarking Energy Audits Prop39 EEP HVAC Design Scope and Review Scope of Work Incentive Application Support	Date(s)	May 2014 – Present	
	Region(s)	Contra Costa County, CA	
	Scale/Scope	Prop39 Engineering Support	
	Estimated Annual kWh Savings	318,462 kWh/yr	
	Est. Annual Gas (therms) Savings	740 therms/yr	
	Est. Annual Utility Cost Savings	\$52,417	
	Prop39 Award Amount and Estimated Total Project Costs	Prop39 Award Request: \$994,908 Total Project: \$1,207,503	
	Construction Schedule	Summers 2016 & 2017	
kW Engineering Staff David Struck, CEM – Project Manager Geoff Cotter – Project Engineer, Amy Allen – Engineer		Key Partners PG&E ATI Architects and Engineers	

San Carlos School District: Proposition 39 (Prop 39) Energy Consulting Services

<p>Client Contact Robert Porter Chief Operations Officer San Carlos School District (650) 590-5930 rporter@scsdk8.org</p>		
<p>kW Roles & Responsibilities Benchmarking Energy Audits Prop 39 EEP HVAC Design Scope and Review Scope of Work Incentive Application Support</p>	<p>Date(s)</p>	<p>2014 – Present</p>
	<p>Number of Schools</p>	<p>7</p>
	<p>Annual Energy Savings</p>	<p>229,995 kWh</p>
	<p>Annual Gas Savings</p>	<p>1,257 therms</p>
	<p>Annual Cost Savings</p>	<p>\$45,345</p>
	<p>Life Cycle Cost Savings – Solar PV</p>	<p>\$3,652,000</p>
	<p>Prop 39 Award Amount and Estimated Total Project Costs</p>	<p>Prop 39 Award Request: \$1,488,000 Total EE Project: \$745,317</p>
<p>kW Engineering Staff David Struck, CEM – Project Manager Duane Kubischta – Senior Engineer</p>	<p>Key Partners Sage Renewables</p>	

Cupertino Union School District: Proposition 39 Planning, Implementation Assistance, Technical Support and Commissioning

<p>Client Contact Kevin Jenkins Energy Manager (408) 252-3000 x-61370 jenkins_kevin@cusdk8.org</p>			
<p>kW Roles & Responsibilities Benchmarking Energy Audits and Assessments Prop 39 EEP Submittal Scope of Work Development Guidance Specifications Incentive Application Support System Commissioning</p>	<p>Date(s)</p>	<p>March 2014 – Present</p>	
	<p>Region(s)</p>	<p>Silicon Valley, Santa Clara County, CA</p>	
	<p>Estimated Annual Electrical Savings</p>	<p>777,085 kWh/yr, 134 kW</p>	
	<p>Est. Annual Gas (therms) Savings</p>	<p>4,980 therms/yr</p>	
	<p>Est. Annual Utility Cost Savings</p>	<p>\$163,565</p>	
	<p>Prop39 Award Amount and Estimated Total Project Costs</p>	<p>Prop 39 Award Request: \$2,020,332 Total Project: \$2,080,454</p>	
	<p>Construction Schedule</p>	<p>Fall 2016 thru Summer 2018</p>	
<p>kW Engineering Staff David Struck, CEM – Project Manager, Amol Shenoy - Senior Engineer</p>			

Client Recommendations

The following pages include client letters of recommendation that report customer satisfaction on our projects.



PITTSBURG UNIFIED SCHOOL DISTRICT

Alan E. Glass – Energy Supervisor
2000 Railroad Avenue, Suite A, Pittsburg, CA 94565
aglass@pittsburg.k12.ca.us

November 15, 2016

To Whom It May Concern:

Our District put out an RFQ for Prop 39 engineering and management services in April, 2014. Of those that responded to the RFQ, we selected kW Engineering, based on the package they submitted, but more importantly, on the interview thereafter. We have been very pleased with our decision to contract with them. They started out doing an analysis of our historical data regarding energy usage, they did site audits, and then developed our first EEP, based on what our needs were and how to make it fit into the CEC requirements for SIR and the District's financial needs. They worked hand in hand with our architectural firm for the project that required Division of State Architectural (DSA) approval, guiding the architects to the direction as to how the project needed to be done to be in compliance. They also worked closely with myself and our lighting vendor to make sure we had the proper lighting fixtures and LED bulbs to maximize our energy efficiency.

David Struck, the lead I work with from kW Engineering, has been very helpful and resourceful in working with us. He goes far beyond the contract to assist me when I have energy issues that I need help with, Prop 39 related and others beyond the proposition. He is very responsive, always willing to research answers to my questions, and a very strong source of information when I need help with an energy matter. David and his team are currently working on our next EEP, for years, 3-5 funds. As a point of what David and kW are willing to do, when we first submitted our EEP, a portion of it was rejected because the site we wanted to do work at was a zero net energy site. It was in need of a new HVAC system, and David and Peter Pollard, as well as the rest of the team at kW, fought for our project with the CEC and not only got a positive answer from the CEC, but contributed to a change in policy by the Energy Commission.

It is with the highest regard that I give our recommendation of kW Engineering. If you need further information, feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Alan E. Glass".

Alan E. Glass
Energy Supervisor
Pittsburg Unified School District

Phone (925)473-2368

www.pittsburg.k12.ca.us

Fax (925)473-4273



SAN CARLOS SCHOOL DISTRICT

Craig Baker, Ed.D., Superintendent
Robert Porter, Chief Operations Officer
Mary Jade Doeringhaus, Assistant Superintendent

1200 Industrial Road, Unit 5
San Carlos, CA 94070
Voice: (650) 508-7333
Fax: (650) 508-7340
www.scsd.k12.ca.us

November 15, 2016

Oreutt Union School District
500 Dyer Street
Oreutt, CA 93455

RE: Recommendation for kW Engineering for Prop. 39 Services

To Whom It May Concern:

I am pleased to write this letter of recommendation for kW Engineering for Prop. 39 Services. The San Carlos School District retained kW for similar services starting in early 2014. Our program was particularly challenging in that the District is composed of six schools, five of which are dependent charter schools. In addition, an independent charter school, The San Carlos Charter Learning Center, is encompassed as part of our district oversight responsibilities.

I have found David Struck and the kW Engineering team to be amazingly professional, knowledgeable and client focused. kW's ability to navigate and work with the California Department of Energy is outstanding and has saved the District considerable time in understanding and handling various regulatory requirements. Further, over the last 24 months CDE's staff and interpretation of procedures have changed and shifted requiring an even greater burden for districts' to correctly interpret and execute. Without David and kW's direction and support, our District would never have been able to manage the Prop. 39 expenditure plan and reporting process.

I recommend David and kW Engineering without reservation and would be happy to discuss their technical competency and expertise in further detail if so desired. I can be reached at rporter@scsd.k12.ca.us or (650) 590-5930.

Sincerely,

Robert Porter, Chief Operations Officer



Cupertino Union School District

Superintendent Wendy Gudalewicz
Board of Education Anjali Kausar
Josephina Lucey
Kristen Lyn
Soma McCandless
Phyllis Vogel

Office Address: 1309 S. Mary Avenue, Sunnyvale, CA 94097-2050 • (408) 252-3000 • Fax (408) 242-2801
Mailing Address: 10301 Vista Drive, Cupertino, CA 95014

November 18, 2016

Subject: kW Engineering, Inc.

To Whom It May Concern:

Cupertino Union School District (CUSD) hired kW Engineering, Inc. (kW) as a consultant to assist CUSD with developing the Energy Efficiency Plan for Proposition 39 funding.

Our primary contacts with kW were David Struck and Amol Shenoy. Both David and Amol have been the utmost professionals at all times. Our Energy Efficiency Plan was delivered on time and approved by the California Energy Commission.

I would highly recommend kW Engineering, Inc.

Sincerely,

Kevin J. Jenkins
Energy Manager
Cupertino Union School District
(408) 252-3000 x61370

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Additional kW Engineering References

School District	Project Contact	School District	Project Contact
Alameda County Office of Education	Yvonne Tom (510) 684-0492 ytom@leeepprogram.org	Antioch Unified SD	Jeff Collins Manager – Maintenance and Grounds (925) 779-7600 x 13097
Dos Palos-Oro Loma Joint Unified SD	Mr. William Spaulding Superintendent (209) 392-0203	Dublin Unified SD	Craig Lemos Project Manager-Facilities (925) 828-2551 x8172
Escondido USD	Francis Spoonemore Dir. of Facilities (760) 432-2421 x211 f Spoonemore@eusd.org	Menlo Park City SD	Ahmad Sheikholeslami Chief Business and Operations Officer 650-321-7140 x 5614
Milpitas Unified SD	Joe Flatley Director of Facilities and Modernization (408) 635-2600 x 6121	Moreno Valley Unified SD	Ana Gonzalez Facilities Planner (951) 571-7690 x17689 angonzalez@mvusd.net
Oceanside Unified SD	Matt Evans Director of Facilities (760) 966-4074	Roseland SD	Ms. Amy Jones-Kerr Retired Sup/Consultant (707) 545-0102
St. Helena Unified SD	Andrea Stubbs Chief Business Officer (707) 967-2704 astubbs@sthelenaunified.org	Salinas City SD	Terry Ryan Director MOTS (831) 753-5693
San Mateo Union High SD	Elizabeth McManus, Deputy Superintendent (650) 558-2204 emcmanus@smuhdsd.org	Sonoma Valley Unified SD	Tony Albini Manager of Operations (707) 935-6090 talbini@sonomaschools.org
Tulelake Basin Joint Unified SD	Doug Hirschler Director of Maintenance (530) 598-5021 doughirschler@tjused.org	Weaver Union SD	Mike Weber Assist. Superintendent (209) 725-7125
West Sonoma County Union HSD	Jennie Bruneman Director and M & O (707) 824-7915		

Sage Renewables Project References

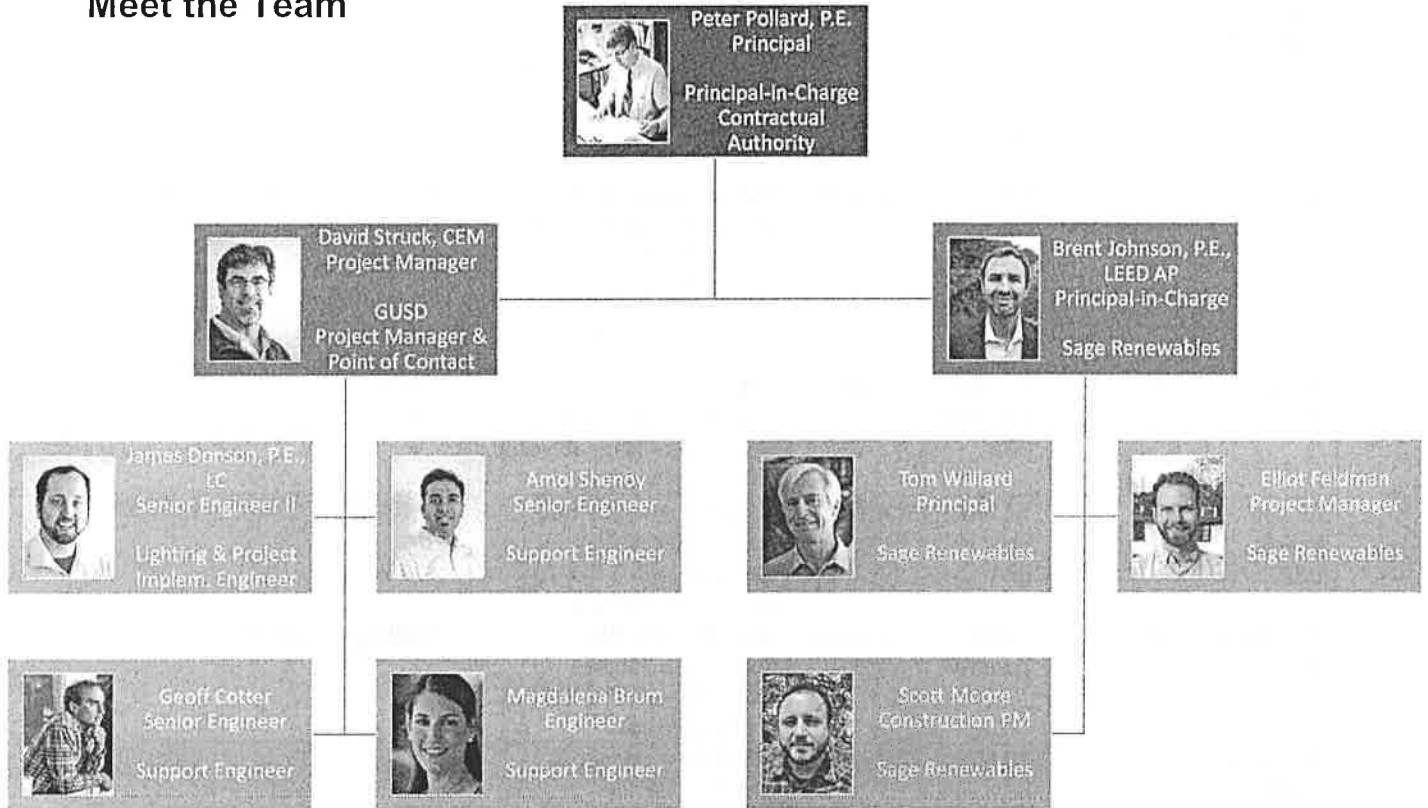
Full Project Implementation (FPI) consists of our complete suite of project management services, including an energy project Feasibility Study, performance and cost modeling, procurement (RFP development and vendor selection), contracting support, design review, construction support, DSA and AHJ permitting assistance, interconnection support, commissioning (Cx) and verification, and typically one year of performance asset management. For a complete list of Sage clients and projects, and additional case studies and photos, please see sagerenew.com/projects.

Client	Sage Role Performed	Type of Project	Location of Project	Customer Contact Information	Operational	Project Cost (\$)	kWh Generated / yr
Arcata SD	FPI	185 kW Solar PV	Arcata	Barbara Short, D.Ed., AESD Superintendent – (707) 822-0351, bshort@arcatasd.org	Fall 2015	880,000	240,000
Dos Palos Oro Loma JUSD	FPI	1.3 MW Solar PV PPA	Dos Palos	May Yang, DPOLJUSD Business Mgr. – (209) 392-0208, myang@dpol.net	Pending, Nov 2017	5.5M	-
Kern HSD	FPI	24.5 MW Solar PV PPA	Bakersfield	Richard J. Ruiz, Director of Business Services, KHSD - (661) 827-3122, rruiz@khsd.k12.ca.us	Multiphased, 2015-17	70M	39,200,000

Client	Sage Role Performed	Type of Project	Location of Project	Customer Contact Information	Operational	Project Cost (\$)	kWh Generated / yr
Larkspur-Corte Madera SD	FPI	300 kW Solar PV PPA (Prop. 39 Pre-Payment)	Larkspur	Wolf Gutscher, Dir. Operations & Sustainability – (415) 927-6960, wgutscher@lcmschools.org	Nov. 2015	2M	506,000
Moreland SD	Feasibility, Procurement, Cx Verification	1.1 MW Solar PV	Moreland	Karen Jelcick, MSD Assistant Superintendent - (408) 874-2922, kjelcick@moreland.org	Ph 1 – Fall 2012, Ph 2 – Fall 2013	5M	1,760,000
Novato USD	FPI	1.4 MW Solar PV PPA	Novato	Yancy Hawkins, Asst. Superintendent Business & Operations – (415) 493-4260, yhawkins@nusd.org	Spring 2017	6.7M	-
Rincon Valley USD	FPI	1.4 MW Solar PV PPA	Santa Rosa	Joseph Pandolfo, Ed.D, Dep. Superintendent, Business – (707) 542-7375, jpandolfo@rvusd.org	Dec. 2016	3.6M	1,080,000
San Diego USD	FPI	4 MW Solar PV	San Diego	Scott Thomas AIA, Zagrodnik + Thomas Architects – (619) 528-1199, scott@ztarc.com	Pending	22.7M	-
San Mateo UHSD	FPI	3.7 MW Solar PV	San Mateo	Elizabeth McManus, SMUHSD Deputy Superintendent Business Services – (650) 558-2204, emcmanus@smuhsd.org	Ph 1 – Dec 2011, Ph 2 – April 2013	30M	5,920,000
San Ramon Valley USD	FPI	3.3 MW Solar PV	Danville	Daniel Hillman, Director of Facilities, SRVUSD – (925) 552-2970, dhillman@srvusd.net	Fall 2016	13.5M	5,280,000
Taft UHSD	FPI	1.2 MW Solar PV	Taft	Rocky O'Neill, TUHSD Director MOT – (661) 763-2319, roneill@taft.k12.ca.us	Pending, Dec. 2017	4.4M	-
Temecula Valley USD	FPI	6 MW Solar PV, 1.3 MW Energy Storage	Temecula	Janet Dixon, Director of Facilities, TVUSD - (951) 506-7914, jdixon@tvusd.k12.ca.us	Fall 2016	20M	9,600,000
Union SD	FPI	1.6 MW Solar PV	San Jose	Sharon Serrano, USD Bond Director – (408) 377-8010, serranos@unionsd.org	Pending, Sept. 2017	5.6M	-
William S. Hart UHSD	Financial Modeling, Contracting	6.1 MW Solar PV PPA	Santa Clarita	Kathleen McKee, Attorney, Fagen Friedman & Fullfrost, LLP - (760) 304-6030, kmckee@fagenfriedman.com	Fall 2012	25M	9,760,000

Proposed Team

Meet the Team



kW Engineering Staff

David Struck, CEM, Project Manager, GUSD Point of Contact

David oversees kW Engineering’s “Schools Team” serving as our primary liaison for our K-12 clients in Central and Northern California including Pittsburg USD, Antioch USD, Cupertino USD, San Mateo ESD, and Milpitas USD. In this role, he is intimately aware of the CEC’s Prop 39 program, utility incentive process, and how to maximize clients’ access to external funding. David personally specializes in lighting and HVAC systems in institutional facilities, controls optimization, and managing deep green retrofit projects from concept through completion. In his role as Project Manager, he has over a decade of demonstrated success managing technical staff with client and external stakeholders in the context of complex projects with tight budgets and multi-phased schedules.

Role: David will be the Project Manager and primary Point of Contact. He will be responsible for all Proposition 39 efforts, deliverables and will manage the project schedule.

Peter Pollard, P.E., P.Eng., MBA, Principal – Project Oversight

Peter Pollard is a principal at kW Engineering. Mr. Pollard is a professional mechanical engineer with more than 29 years of industrial experience, including 11 years dedicated to energy efficiency. Peter will direct, facilitate, and dedicate resources to fulfill project engagement and delivery while providing oversight and final QC of deliverables.

Role: Peter will be the Principal-in-Charge and will be responsible for all project contractual requirements. He will actively oversee the project with ultimate responsibility for all efforts.

James Donson, P.E., LC – Senior Engineer II

James Donson is a Senior Engineer II at kW Engineering where he's worked since 2008 and is our lead lighting expert. As a lighting controls and HVAC controls expert, James currently provides energy audits and RCx services under California IOU programs, and provides implementation services for the County of Santa Clara. His professional experience includes managing energy efficiency projects across wide array of market sectors. James' Lighting Certification (LC) certifies his expertise with lighting technologies & design through the National Council on Qualifications for the Lighting Professions.

Role: James will support project implementation and will be the designated lighting specialist.

Amol Shenoy, Senior Engineer

Amol Shenoy is a Senior Engineer at kW Engineering and has been working in the energy sector since 2011. He is currently providing technical assistance to over a dozen school districts applying for Prop 39 funding from the state, including developing Energy Expenditure Plans and providing implementation assistance through writing performance specifications, contractor scope of work documentation, and providing construction oversight and quality control.

Role: Amol will provide engineering support on all tasks of this Proposal.

Geoffrey Cotter, Senior Engineer

Geoff Cotter is a Senior Engineer at kW Engineering with experience in a wide range of energy efficiency and on-site renewable power generation work, including: benchmarking, ASHRAE audits, retro-commissioning, energy modeling, and monitoring & verification. Geoffrey has focused on K-12, higher education, and institutional facilities as well as corporate campuses. He will focus on the cost/savings analysis of energy conservation measures.

Role: Geoff will provide engineering support on all tasks of this Proposal.

Magdalena Brum, Engineer

Magdalena entered the energy efficiency industry in 2012, while obtaining her Mechanical Engineering Master's degree with a focus on Energy Systems. Prior to that, she worked in other areas within the energy field. She currently supports over a half-dozen K-12 Proposition 39 clients and has expertise in energy systems analysis for energy efficiency and renewable energy technologies, including technical and economic feasibility assessments, modeling, monitoring and verification.

Role: Magdalena will provide engineering support on all tasks of this Proposal.

Finally, many other qualified kW engineers are available to support specific needs as identified and required (e.g. lighting engineering specialists, HVAC controls engineering specialists, etc.) as well as provide additional general engineering support.

Sage Renewables Staff

Brent Johnson, P.E., LEED AP, Principal in Charge, has 15 years of experience as a Civil-Environmental Engineer, with 7 years in the renewable energy sector. During his time at Sage, he has developed custom financial and energy modeling tools and managed all aspects of renewable generation projects including feasibility studies, system design, project bids and construction, commissioning, and environmental credits management. Brent has worked on over 100MW of renewable projects encompassing a number of technologies such as solar PV, storage, solar thermal, wind, and hydropower.

Role: Brent will provide solar financial & technical analyses and project oversight.

Tom Williard, Principal, has 15 years of experience in the renewable energy industry and 20 years of experience in electrical and software engineering and management. In 2005 he cofounded Solmetric, a company that developed the SunEye, the solar industry standard tool for

site evaluation. In 2013 he cofounded SolEd Benefit Corporation where he developed project finance models for PPA partnership flip and lease financing structures to increase benefits for public school clients. He has developed structured financing models for various clients and served for seven years as an elected public school trustee in Marin County.

Role: Tom will provide solar financial & tariff analyses and policy oversight.

Elliot Feldman, Project Manager, has six years of experience in the energy sector, effectively managing projects of various scopes and sizes for his clients. His project management and development experience includes feasibility studies, financial analysis, RFP development, land-use planning, geographic information systems and energy efficiency projects. Prior to joining Sage, Elliott worked for a nationwide leader in LED Street Light solutions, managing all project phases.

Role: Elliot will be GUSD's point-of-contact for all solar related tasks, perform site assessments, preliminary design, feasibility analysis and schedule management.

Scott Moore, Construction Project Manager, has over eight years of experience in the solar PV industry with hands-on experience constructing PV systems. Working with various solar EPCs, utilities, school districts and government agencies, Scott has implemented numerous PV systems in California and Hawaii. Scott provides valuable project development insight during conceptual system design, system specification, cost estimating, design review, construction and commissioning. Scott also assists with troubleshooting operating systems.

Role: Scott will perform site assessments and provide interconnection and permitting support.

Resumes

Full resumes of kW and Sage staff are provided on the following pages.

Peter Pollard, P.E., P.Eng., MBA, Principal

Peter Pollard is a Principal at kW Engineering. Mr. Pollard is a professional mechanical engineer with more than 29 years of experience, including 11 years dedicated to energy efficiency. He has led improvements and expansions of equipment and buildings in a range of industries and facilities. His extensive analytical skills encompass both technical and financial aspects of business projects. Currently he is working on process and technology to make energy audits more cost effective and valuable to customers.

Experience

Energy Engineering – Audits, Retro-commissioning, Strategic Energy Planning, Construction Management

- Overall responsibility for kW's work within the Bright Schools Program of the California Energy Commission, as well as related Proposition 39 planning for many school districts.
- Oversees kW Engineering's energy auditing services, including work for the PG&E Integrated Energy Audits program (where kW is considered the top auditing firm), SFPUC, Alameda Municipal Power, LBNL, and many private clients.
- Perform intensive retro-commissioning of buildings mostly in the high-tech and high-rise sectors under the PG&E Retro-commissioning program.
- Developed Energy Strategy Plan for the County of Santa Clara, towards their goal of Net Zero Energy for their county government center. Managing kW's subsequent oversight of the installation of extensive EE measures, fuel cells, and solar hot water systems.

Industrial Production and Facilities Engineering Project Management

- Led \$21 Million capacity expansion of a high-speed high-volume printing plant. Achieved cost savings of \$6 Million per year. Project included dramatic reduction of energy costs of expanded printing plant (\$629,000/yr savings).
- Built new cosmetics manufacturing plant, inventing and automating processing and packaging processes, while meeting dramatically increasing sales demand (100%/year).
- Completed ~\$20M of capital equipment and facility projects in a major consumer products (soaps) processing and packaging plant.

Plant, Project and Engineering Management

- Responsible for all installation and service operations of a high-growth electrical control systems engineering company serving the web printing industry.
- Started a new company manufacturing specialized number-printing machines.

Education

- M.B.A., 1995, Schulich School of Business, York University, Toronto, ON, Canada.
- B.S. in Mechanical Engineering, 1987, The University of Calgary, Calgary, AB, Canada.

Recent Employment History

Principal, kW Engineering	10/2011 to Present
Project Manager, kW Engineering	8/2005 to 10/2011
Director of Site Engineering, GES Control Systems	2/2003 to 6/2005
Engineering and Technical Services Manager, Transcontinental Printing	10/1997 to 1/2003

Professional Societies

- Registered Professional Mechanical Engineer, California and Ontario
- Member, ASHRAE

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David C. Struck, C.E.M., Project Manager

David Struck is a Certified Energy Manager and Project Manager at kW Engineering. Mr. Struck has more than twenty-five years of experience in Energy Engineering, beginning with PG&E in 1989, and is a degreed Mechanical Engineer from Cal Poly, SLO.

David's primary focus at kW Engineering is serving our K-12 clients having managed over \$10M in submitted and approved projects for K-12 Clients throughout California. In doing so, he has provided building analysis and Prop 39 support for over a dozen Districts from the Central Valley to the North Bay including but not limited to Pittsburg USD, Antioch USD, Sonoma Valley USD, West Sonoma County UHSD, and St. Helena USD.

As our lead expert in Prop 39, he is well versed in all aspects of guiding his clients through the process, from start to finish, in developing strategic energy plans, implementing logical and cost-effective energy initiatives, and in building their energy security plans for the future.

Experience

- David's has extensive experience in auditing, scoping and the hands-on delivery of energy efficiency projects. With a diverse array of customers over his professional career, including over 13 years in working with CA Schools. David understands of facilities, technical challenges and values the importance of seamless communications throughout any project. These are the cornerstones of his strength and why he is such a valued member of the kW team.
- Specific projects include:
 - Prop 39: Over \$10M in submitted and approved Prop 39 projects for K-12 Clients.
 - Lead Engineer and Project Manager for \$17.9 Million Energy Efficiency project at local K-12 School District.
 - Team engineer responsible for the scope, specifications and project management of a 825-kW ground-mounted PV installation at Training Center Petaluma, USCG.
 - Conducted ASHRAE Level II audits, per Federal Mandates, on all [Pacific-Area] USCG Shore facilities every four years: implementation budgets were approx. \$4.5M annually.
 - Project Manager on two large ESPC Contracts. One focused on Kodiak, AK. The other contract included nine USCG installations from Washington State to Hawaii. This included all measurement and verification reviews required for project acceptance with U.S. DOE.

Education and Certification

- B.S. in Mechanical Engineering (ET-ACR), 1985, Cal Poly State University, SLO.
- Certified Energy Manager, 2004. (current)

Recent Employment History

Project Manager, kW Engineering, Oakland, CA	2015 – Present
Senior Engineer II, kW Engineering, Oakland, CA	2013 - 2015
Resource Efficiency Manager, US Coast Guard, Oakland, CA	2004 - 2013
Sales Engineer, Chevron Energy Solutions, SF, CA	2001 - 2003
Sales Engineer, Landis and Gyr/Siemens, Hayward, CA	1994 - 2001
Consulting Engineer, Energy Services, PG&E, SF, CA	1989 - 1994

- **Professional Societies, Publications, and Affiliations**
 - Certified Energy Manager (C.E.M.), Association of Energy Engineers, 2004 - present
 - Past President, Association of Professional Energy Managers, Sacramento Chapter
 - ASHRAE - Member

James Donson, P.E., LC, Senior Engineer II

James Donson is a senior engineer at kW Engineering, currently providing technical services for the Integrated Audit programs of the Pacific Gas and Electric Company. His professional experience includes energy audits and retro-commissioning in wide array of market sectors. James' Lighting Certification (LC) certifies his expertise with lighting technologies and design through the National Council on Qualifications for the Lighting Professions. James graduated from the California State Polytechnic University, Pomona with a B.S. in Mechanical Engineering.

Experience

Energy Engineering, Project Implementation, Retro-commissioning and Audits

- Performs capital-planning studies for the University of California, Santa Cruz. Activities include identification of energy efficiency opportunities, baseline data collection, data analysis, calculation of potential energy savings, and implementation planning assistance. Completed capital planning studies on five cafeteria kitchens, two dormitories, two academic buildings, five laboratories, and a museum.
- Performs integrated energy audits on behalf of PG&E. Assists in the completion of energy audits, identifying and evaluating opportunities for energy efficiency, demand response, and self-generation. Completed audits for two laboratories, a data center, three agricultural processing facilities, three large office buildings, three college laboratories, a college campus, a marine science campus and museum, and four industrial food manufacturers.
- Performs retro-commissioning studies on behalf of PG&E. Completed studies for eight supermarkets, an office tower, telephone-switching station, and a television station throughout Northern California.
- Performed energy efficiency audits for seventeen buildings owned by the United States Department of Energy. Identified low-cost operations and maintenance energy savings in a variety of applications, including office spaces, laboratories, clean rooms, and data centers.
- Performed energy efficiency audits on behalf of the San Francisco Public Utilities Commission for the three libraries, three shelters, and five office buildings. Worked closely with the customer to implement the recommendations through the bid process and into measurement and verification.

Lighting Specification & Design Review

- Reviewed three bids for a \$3 million municipal lighting project and developed ranking criteria and scoring metrics.
- Performed LEED Enhanced Commissioning of the lighting design of seven buildings

Education

- B.S. in Mechanical Engineering, 2008, California State Polytechnic University – Pomona, California

Employment History

Senior Engineer, kW Engineering	2012 – Present
Engineer/Project Engineer, kW Engineering	2008 – 2012

Professional Societies

- Registered Professional Mechanical Engineer in California, M 35827
- National Council on Qualifications for the Lighting Professions Lighting Certified
- Associate Member ASHRAE
- Illuminating Engineering Society of North America, Associate Member (since 2010)

Amol Shenoy, Senior Engineer

Amol Shenoy is a Senior Engineer at kW Engineering and has been working in the energy sector since 2011. He is currently providing technical assistance to school districts applying for Prop 39 funding, including developing Energy Expenditure Plans and providing implementation assistance through writing performance specifications, contractor scope of work documentation, and providing construction management services. As a student at Oklahoma State University (OSU), Amol was part of the Industrial Assessment Center (IAC), performing comprehensive energy audits on behalf of the US Department of Energy. Amol's Lighting Certification (LC) certifies his expertise with lighting technologies and design through the National Council on Qualifications for the Lighting Professions.

Experience

Proposition 39 Support

Amol works with a team of engineers in Northern California to support school districts with their Proposition 39 initiatives. Recent projects include:

Oakland Unified School District

- Amol was involved in benchmarking all existing facilities and conducted ASHRAE Level 2 audits to identify Prop 39-eligible measures at 15 of their sites. The district was awarded \$2.87 million for the projects, and he helped develop the bid documents, assisted in writing the scope of work, led bid walks, responded to contractor queries, and ensured that the project was installed correctly.

Cupertino Union School District

- This project involved benchmarking and conducting ASHRAE Level 2 audits at all of their 25 sites. He helped identify energy efficiency measures that involved upgrading existing HVAC units, HVAC controls, and lighting systems.

Dublin Unified School District

- This project included benchmarking all existing 15 facilities, conducting ASHRAE Level 2 audits to identify measure for their EEP submittal. Amol is currently developing bid documents and working on developing Year 3 through 5 Prop39 EEP.

Implementation Support

- Assisted in conducting investment grade audits of the County Government Center and the Main Jail at County of Santa Clara. Worked on recommendations to upgrade the lighting systems at the Government Center and the chiller plant at the Main Jail.
- Overseeing construction progress of a lighting retrofit project at the County Government Center. The task includes – attending regular construction progress meetings, sending out weekly field inspection reports, assisting County Project Manager with system commissioning, review testing, QA/QC reports submitted by the contractor for acceptance.

Commissioning and M&V

- He created commissioning plan, specifications, and functional performance tests for a sports facility for Stanford University.

Education

- M.S. in Industrial Engineering, 2012, Oklahoma State University – Stillwater, Oklahoma.
- B.S. in Mechanical Engineering, 2010, Mumbai University - Mumbai, India

Employment History

- Project/Senior Engineer, kW Engineering 2012 – Present
- Student Engineer, Industrial Assessment Center (IAC) at OSU 2011 – 2012

Geoffrey Cotter, Senior Engineer

Geoffrey Cotter is a Senior Engineer at kW Engineering with experience in a wide range of energy efficiency and on-site renewable generation work, including: benchmarking, ASHRAE audits, retro-commissioning, energy modeling, and monitoring & verification. Geoff has focused on K-12, higher education, and national laboratory institutional facilities as well as corporate campuses. At Drexel University in Philadelphia, Geoff studied convection and radiative heat transfer and thermal energy storage for solar thermal power plants, graduating with a M.S. in Mechanical Engineering.

Experience

Energy Engineering, Audits, and Retro-Commissioning

- Performed energy efficiency audits for schools and colleges including six public school campuses for the Alameda County Office of Education, seven public school campuses for the Chino Valley Unified School District, and large higher education campuses at Stanford University and Citrus College.
- Performed integrated audits on behalf of PG&E to identify opportunities in energy efficiency, demand response, water efficiency, and self-generation.
- Performed retro-commissioning studies on behalf of PG&E for six office buildings.
- Conducted benchmarking and ASHRAE audits at multiple locations in San Francisco to assist owners with complying with the local City Ordinance.
- Performed energy audits for a wide range of private clients including the Nevada Department of Corrections, Lawrence Livermore National Laboratory, and Apple.

Energy Modeling

- Performed building energy model verification on behalf of Alameda Municipal Power. Verified energy models for a four-building corporate campus that utilizes thermal energy storage, evaporative cooling, and PV solar panel arrays.
- Performed building energy modeling of commercial buildings of varying size and vintage in support of a Technology Assessment Report on Wireless Pneumatic Thermostats for PG&E's Emerging Technology program.

Renewable Energy

- Performed solar installation field verification inspections for PG&E's California Solar Initiative (CSI).

Heat Exchanger Design

- Designed steam-side power plant heat exchange components, including steam surface condensers, feedwater heaters, and shell and tube heat exchangers for new and existing power plants and large-scale refinery, mining, and lumber facilities.

Education

- B.S. in Mechanical Engineering, 2005, Lehigh University – Bethlehem, PA
- M.S. in Mechanical Engineering, 2012, Drexel University – Philadelphia, PA

Employment History

Project/Senior Engineer, kW Engineering	2014 to Present
Engineer, kW Engineering	2012 to 2014
Senior Application Engineer, Holtec International	2009 to 2010
Application Engineer, Holtec International	2006 to 2009

Professional Societies

- ASHRAE, Associate Member (since 2012)

Magdalena Brum, Engineer

Magdalena entered the energy efficiency in 2012, while obtaining her Mechanical Engineering Master's degree with a focus on Energy Systems. Prior to that, she worked in other areas within the energy field. She has expertise in energy systems analysis for energy efficiency and renewable energy technologies, including technical and economic feasibility assessments, modeling, monitoring and verification.

Experience

Energy Audits

- Performed ASHRAE Level II energy audits at dozens of schools for districts seeking Prop 39 funding. The work involved billing and benchmarking analysis of energy use, site visits to identify opportunities for energy efficiency and preparation of audit reports. Reports included evaluation of energy savings on HVAC and lighting systems, simple payback analysis considering available rebate programs, and using RS Means and other resources for cost estimates.
- Performed ASHRAE Level III audits at three schools for Clark County School District in Las Vegas, NV. The work involved developing scopes of work for energy efficiency measures in preparation of subcontractor bidding.
- Conducted billing and benchmarking analysis of energy use as well as energy efficiency measure cost estimates for 6 high schools in San Mateo Unified School District.
- Recommended energy savings measures and completed integrated energy audits for two large commercial office buildings, one walnut processing facility, and one amusement park as part of PG&E's Large Integrated Audits (LIA) program. The work included identification and advise on available energy rebate programs for each measure analyzed.
- Conducted ASHRAE Level 1 Audit on dorm facilities at the University of California, Davis.

Retro-Commissioning

- Completed retro-commissioning projects for PG&E's Core RCx Program. The projects involved analysis of data and control sequences of the building automation HVAC control system to optimize its operation from an energy standpoint. Projects include
 - 10 buildings in Westport Harvest Bayshore office park in Redwood City, CA.
 - 2 high schools in San Mateo High School District.

Commissioning

- Completed third party commissioning on implementation of air handler demand-based resets at Microsoft campuses in Silicon Valley.

Education

- M.S. in Mechanical Engineering, 2013, University of California, Davis.
- B.S. in Mechanical Engineering, 2009, University of the Republic, Uruguay.

Employment History

Engineer, kW Engineering	2015 – Present
Energy Researcher, UC Davis Program for Int. Energy Technologies	2012 – 2015
Graduate Student Researcher, UC Davis Energy Research Lab	2011 – 2012
Project Engineer, ASII Engineering	2009 – 2011
CDM Projects Officer, Carbosur	2007 - 2009

Professional Societies

- Member, ASHRAE

Brent Johnson, PE, LEED AP, Principal



Mr. Johnson has 15 years of experience as a Civil-Environmental Engineer, with 7 years in the renewable energy sector. During his time at Sage, he has developed custom financial and energy modeling tools and managed all aspects of renewable generation projects including feasibility studies, system design, project bids and construction, commissioning, and environmental credits management. Brent has worked on over 100MW of renewable projects encompassing a number of technologies such as solar PV, storage, solar thermal, wind, and hydropower. He has overseen all aspects of project development from concept to commissioned facilities, including serving as a construction manager on a complex, \$170M multi-year linear project.

- Renewable energy feasibility studies for solar PV, solar thermal, storage and efficiency
- Energy usage and generation modeling
- Financial and tariff modeling
- Renewable energy incentives management
- Conceptual through detailed design of large municipal facilities and linear projects
- Construction management
- CEQA/Environmental permitting

YEARS OF EXPERIENCE

- 7 years Renewable Energy
- 15 years Civil-Environmental Engineering

EDUCATION

- M.S. Civil-Environmental Engineering, University of California, Berkeley
- B.S. Civil-Environmental Engineering, Worcester Polytechnic Institute (WPI)

REGISTRATIONS

- Professional Engineer (PE), Civil Engineering, CA Reg. No. C62137
- LEED AP

AFFILIATIONS

- California Solar Energy Industries Association (Cal SEIA)
- Solar Energy Industries Association (SEIA)
- UC Berkeley, Guest Lecturer
- Public Trustee, Inverness Public Utilities District

Tom Williard, Principal

Mr. Williard has fifteen years of experience in the renewable energy industry and 20 years of experience in electrical and software engineering and management. In 2005 he cofounded Solmetric, a company that developed the SunEye, the solar industry standard tool for site evaluation. In 2013 he cofounded SolEd Benefit Corporation where he developed project finance models for PPA partnership flip and lease financing structures to increase benefits for public school clients. He has developed structured financing models for various clients and served for seven years as an elected public school trustee in Marin County. His project and business development work includes:

- Modeling Tool Development for Solar PV, Wind & Biogas
- Financial Modeling & System Finance
- Engineering & Business Development
- Renewable Energy Resource Assessments & Feasibility Studies
- Construction Oversight
- Renewable Energy Systems Commissioning Certification & Support

YEARS OF EXPERIENCE

- 15 years Renewable Energy
- 8 years Engineering Management
- 20 years Electrical Engineering

FORMER WORK EXPERIENCE

- 2013-2014 Co-Founder, COO/CTO, SolEd Benefit Corporation
- 2005-2008 Co-Founder, Director of Research and Development, Solmetric Corporation
- 2005-2009 Principal, Sustainergy Systems
- 2001-2004 Founder and Principal, System Design, Renewable Energy Consultancy

AFFILIATIONS

- American Council on Renewable Energy (ACORE)
- Solar Energy Industries Association (SEIA)
- Association of Energy Service Professionals (AESP)

Elliott Feldman, Project Manager



Mr. Feldman has six years of experience in the energy sector, effectively managing projects of various scopes and sizes for his clients. His project management and development experience includes feasibility studies, financial analysis, RFP development, land-use planning, geographic information systems and energy efficiency projects. Prior to joining Sage, Elliott worked for a nationwide leader in LED Street Light solutions, managing all project phases. His project and business development work includes:

- *Solar Project Finance*
- *Financial Modeling & System Finance*
- *Engineering & Business Development*
- *Renewable Energy Resource Assessments & Feasibility Studies*
- *Design & Construction Oversight*
- *Energy Project Support*

EDUCATION

B.S. Planning, Public Policy and Management, University of Oregon, Eugene

Scott Moore, Construction Project Manager

Mr. Moore has over eight years of experience in the solar PV industry with hands-on experience constructing PV systems. Working with various solar EPCs, utilities, school districts and government agencies, Scott has implemented numerous PV systems in California and Hawaii. Scott provides valuable project development insight during conceptual system design, system specification, cost estimating, design review, construction and commissioning. Scott also assists with troubleshooting operating systems. His project and business development work includes:

- *Solar Project Installer*
- *Solar Project Management*
- *Design & Construction Management*
- *Solar System Commissioning*
- *Renewable Energy Project Support*

YEARS OF EXPERIENCE

8 years Renewable Energy

CERTIFICATIONS

PV Design & Installation, Solar Living Institute

AFFILIATIONS

California Solar Energy Industries Association (Cal SEIA)
Solar Energy Industries Association (SEIA)

Firms' History

kW Engineering

kW Engineering has never been a party to any lawsuit, termination, debarment, litigation, conviction of any kind. In particular, kW Engineering:

- **HAS NEVER** been debarred by any Federal, State, County, Municipal or other agency;
- **HAS NEVER** been involved in any litigation, arbitration or mediation associated with an energy project;
- **HAS NEVER** been convicted (the firm or principal officers) for violating any law;
- **HAS NEVER** determined to have concealed any deficiency, falsified information, made deceptive or fraudulent statements, or willfully disregarded applicable laws, regulations, rules, or contractual requirements in connection with any contract or project.

Sage Renewables

Sage Renewables has never been a party to any lawsuit, termination, debarment, litigation, conviction of any kind. In particular, Sage Renewables:

- **HAS NEVER** been debarred by any Federal, State, County, Municipal or other agency;
- **HAS NEVER** been involved in any litigation, arbitration or mediation associated with an energy project;
- **HAS NEVER** been convicted (the firm or principal officers) for violating any law;
- **HAS NEVER** determined to have concealed any deficiency, falsified information, made deceptive or fraudulent statements, or willfully disregarded applicable laws, regulations, rules, or contractual requirements in connection with any contract or project.

Firms' Claims and Litigation History

kW Engineering

kW Engineering **HAS NEVER** filed any claims or lawsuits against any public agencies in connection with any contracts or projects.

Sage Renewables

Sage Renewables **HAS NEVER** filed any claims or lawsuits against any public agencies in connection with any contracts or projects.

Firms' Engagement Model and Fee Structure

If given the opportunity, we look forward to working with Gravenstein Union SD staff to focus our engineering efforts on securing all available Proposition 39 funds to implement the projects and services of most benefit and interest to the District.

We pride ourselves on our staff of highly qualified engineers who continually work on delivering our services at a most cost effective level. Cost effectiveness is also the reason why kW Engineering and Sage bill on a Time and Materials (T&M) basis, rather than set or percentage fees for our services.

Process, Scope and Commitment Points

Energy Conservation and Expenditure Plan Activities

Based on the requested scope of services, current status of the District's energy initiatives and the path ahead to capture another \$465,000 in Prop 39 allocations, we anticipate the following in terms of process and commitment points.

Task 1: Utility Assessment (Benchmarking)

We anticipate a rather straight forward process in completing the CEC required district-wide facility benchmarking study. This will allow us to:

- Understand the operational characteristics and profiles of each facility,
- Focus on cost effective efficiency and renewable measure development as directed by GUSD Staff,
- Meet with Facilities and Maintenance Department staff, benefitting from their unique knowledge and familiarity with the District facilities, goals and challenges.

Task 2: Facility Assessments (ASHRAE Level II Audits)

This effort will include the Level II audits at the District's two campuses. In delivering the best value, we anticipate engaging in the following sub-tasks, including, but not limited to:

- Facility Assessments (in conjunction with Sage to develop solar PV opportunities)
- Controls Systems (BAS) Review and potential migration plan, if applicable
- HVAC System Efficiency and Optimization
- Condition Assessment of all HVAC and Lighting Systems

Task 3: Initial Measures List (IML)

Once the facility assessments are completed, kW will generate an IML which is designed to summarize all potential efficiency measures. This list will provide the foundation from which kW will then build the scope of the Energy Expenditure Plan (EEP) for submittal to the CEC. Crucial aspects of developing an IML include:

- Alignment with Facility Master Plan
- Prioritization
- Economics (Savings and Cost)
- Technical Needs and Complexity
- Maintenance History and Planning

Task 4: Financial Assessment of Selected IML Measures

Beyond the "canned" CEC Calculator Tool, kW can demonstrate our expertise. Our custom tools for generating estimated savings are second to none. Efficiency Measures will be vetted based on financial criteria, while examining the effects of the issues sited in Task 3. We will strive to:

- Make the Numbers Work: The Savings-to-Investment Ratio (SIR),
- Focus on the viability and constructability of all measures,

- Examine all sources of incentives and alternative funding.

Task 5: Formal Audit Reports (as required)

A formal audit report can be a valuable tool, but also another “binder on the shelf” never again to see the light of day. If required (by virtue identified measures identified and Prop-39 Guidelines) kW can produce comprehensive and concise audit report documents. In cases where measures are more “pre-qualified”, formal reports are not necessary, thereby saving the District time and money in fulfilling Prop 39 requirements.

Task 6: Energy Expenditure Plan (EEP)

An approved EEP is the goal. Having been through dozens of EEP submittals with the CEC, we know through experience that there are always bumps in the road. In navigating those bumps, we have established valuable relationships and contacts at the CEC, enabling kW to engage in open dialogue resulting in faster turnarounds of our submitted applications.

- Development, Review and Submittal of the EEP
- CEC Correspondence, as needed.

Task 7: Project Implementation

Both our firms are built upon providing trusted, independent, third-party energy services free from vendor and product affiliations. If needed, we offer technical support to assist project specification guidelines and implementation. We frequently fill the role of third-party oversight, or “owner’s agent” in the procurement of vendor and equipment selection.

Task 8: Final Project Completion Reporting

Given our early entry into Prop 39 support with our K-12 clients, we have already completed the Final Project Completion Reporting process with the CEC for many clients, in addition to providing support for a State Controller’s Audit of a District. Through our experience, we learned the importance of keeping good records. We established an easy-to-follow outline of Best Practices in preparing for the Final Reporting process.

Solar Activities

Desktop Solar Feasibility Review

If interested, Sage provides a low cost, high-level assessment to establish a conceptual project, provide high-level siting of potential systems and preliminary financial results to assess a project. This is a desktop study aimed at providing indicative metrics and conceptual layouts, as well as identification of fatal flaws, for the District to explore generation measures. The scope includes:

- Establish high-level project goals and constraints
- Develop gating criteria and determine best-value sites for an energy project
- Collect recent historical electrical consumption data
- Perform desktop conceptual placements and designs
- Avoided cost modeling for each site/alternative
- Indicative system lifecycle financial modeling for various financing scenarios
- Feasibility assessment report
- No site visits required

Fee Structure

Both kW Engineering and Sage work on a Time & Materials, Not-To-Exceed (T&M, NTE) basis, given our hourly rate schedules stated below. As we anticipate the District’s interest in pursuing solar PV at the two campuses, kW Engineering and Sage will offer an integrated budget proposal and will manage invoicing for both firms.

T&M contracts allow the District to only pay for needed work as performed, and NTE amounts

mitigate financial risks while keeping our efforts focused on generating the maximum impact per planning dollar spent. Our NTE budgets are almost always below our competitors. We bill only for the work performed and do so monthly with net 30 terms. Since we provide truly unbiased, independent professional consulting services, we do not offer free up-front services that make our remuneration contingent upon the results of a project going forward or not.

In addition, kW and Sage are well acquainted with third-party programs available through PG&E and other third-party sources to leverage all available funding to maximize the benefit to GUSD.

Firms Hourly Rate Schedules

kW Engineering – 2017 Rates	
Title	Hourly Rate
Principal	\$ 234
Project Manager	\$ 191
Senior Engineer II/Consultant II	\$ 182
Senior Engineer/Consultant	\$ 176
Project Engineer	\$ 168
Engineer/Consultant	\$ 160
Administrative	\$ 68

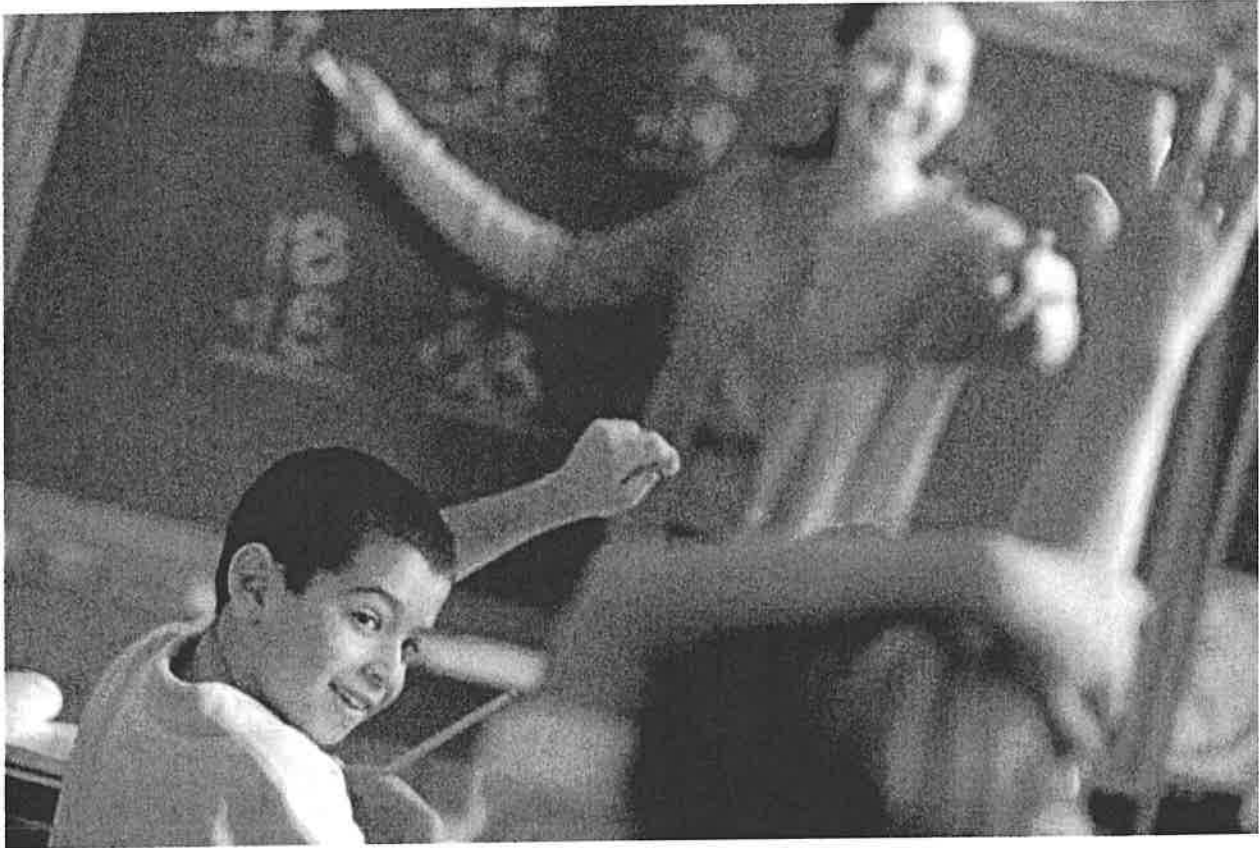
Sage Renewables – 2017 Rates	
Title	Hourly Rate
Principal in Charge	\$ 210
Principal	\$ 190
Senior Project Manager	\$ 175
Energy Analyst	\$ 160
Administrative	\$ 85

CONFIDENTIAL

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CLEAResult



CLEAResult Statement of Qualifications for:
Prop 39 Planning and Energy Manager Services

April 6, 2017

SUBMITTED TO:

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

SUBMITTED BY:

CLEAResult
1100 Grundy Lane, Suite 100
San Bruno, CA 94066
Contact: Josh Tiernan, Program Manager
Josh.Tiernan@CLEAResult.com
(650) 729-2063

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We change the way people use energy™

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April 6, 2017

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

Subject: SoQ for Prop 39 Planning and Energy Management Services

Dear Ms. Schwinn,

CLEAResult brings a rich history of planning and implementing energy upgrades to California public schools. We are pleased to submit this proposal to Gravenstein Union School District (“the District”) to deliver energy management services related to implementing Prop 39-funded energy upgrades.

By working with CLEAResult, the District will benefit from the experience of a highly-qualified energy efficiency consulting firm with unparalleled focus on delivering energy efficiency services to the K-12 schools sector, including school districts, county offices of education, and private schools in California and across the country. In fact, our California-based staff has implemented the School Energy Efficiency (SEE) program for Pacific Gas and Electric Company (PG&E) since 2006 and the Program for Resource Efficiency in Private & Public Schools (PREPPS) program for Southern California Gas Company (SCG) since 2011. Our past and current work delivering cost-effective school programs for California utilities puts our team in a unique position to leverage Prop 39 funds services with other utility rebate and financing offerings to stretch the District’s Prop 39 allocation as far as possible.

CLEAResult offers the District a rich history of working with schools to analyze and deliver cost-effective energy upgrade programs in the K-12 schools sector. We developed and implemented a program model called Schools Conserving Resources (SCORESM) that has involved the benchmarking of more than 10,000 schools nationwide and integrates some of the key elements required for schools to meet Prop 39 guidelines. Our team brings unprecedented knowledge of the K-12 schools sector, dedicated technical and engineering expertise, and depth of experience with the full range of energy efficiency measures that can save energy and improve the learning environment in schools.

Working with our California-based team in Northern California, the Central Valley, and Southern California, we have implemented energy efficiency upgrade projects with more than 300 public school districts since 2006 – far more public school upgrade projects in California than any other company. Our comprehensive services include benchmarking, energy audits, detailed measure upgrade recommendations and project prioritization that mirror the application requirements required to receive California Energy Commission (CEC) approval of Prop 39 expenditures, utility rebate coordination and processing, evaluating alternative and financing opportunities and implementation support. We have delivered over \$5 million in utility rebates to public school participants, leveraging more than \$20 million in investments by public schools.

Josh Tiernan, Program Manager, is our primary point of contact for this opportunity. Please feel free to contact him directly at Josh.Tiernan@cleareresult.com or (650) 729-2063 if you have any questions. We look forward to discussing our proposal should you have any questions.

Sincerely,
Nick Brod
Senior VP – West
CLEAResult

Executive Summary

CLEAResult offers Gravenstein Union School District (“the District”) experience from our rich history in delivering energy efficiency services in the K-12 schools sector, school districts, county offices of education, and private schools in California and across the country. We are excited to use our experience to implement comprehensive energy conservation measures to achieve the District’s stated goals. We offer the District experience in:

Successful delivery of commercial and public sector energy programs. We have implemented the School Energy Efficiency (SEE) program for Pacific Gas and Electric Company (PG&E) since 2006 (originally as Resource Solutions Group) with staff delivering school energy efficiency services in California in prior work. We also implement school energy efficiency work in Southern California through the SCG Program for Resource Efficiency in Public/Private Schools (PREPPS). CLEAResult also developed and is implementing a program model called Schools Conserving Resources (SCORESM). This program model integrates some of the key elements required for schools to meet Proposition 39 (Prop 39) guidelines for program implementation funding and to achieve comprehensive energy savings. Our team brings unprecedented knowledge of the K-12 schools sector, dedicated technical and engineering expertise, and depth of experience with the full range of energy efficiency measures that can save energy and improve the learning environment in schools.

In California, we have implemented energy efficiency upgrade projects with more than 300 public school districts since 2006 – far more public school upgrade projects in California than any other company. We have also benchmarked 11,500 school facilities and delivered 250 Energy Master Plans for schools across the country since 2006.

Identifying and securing alternative financing. We implement three K-12 focused energy efficiency programs for California utilities and are well positioned to understand leveraging utility incentives and all sources of financing. The School Energy Efficiency Program (SEE) can provide initial portfolio screening activities and access to an extensive library of PG&E rebates for schools.

We will also help identify any relevant water efficiency rebates based on our work as a water efficiency program implementer for many of the water districts in the state of California. We will identify opportunities for support from state-funded programs (Bright Schools technical assistance, ECAA financing, California Conservation Corps services) to help the district stretch Prop 39 funding allocations.

Working with the California Department of General Services (DGS) and Division of State Architect (DSA) for plan approvals. We coordinate with DSA on an ongoing basis for building improvements to ensure compliance for structural upgrades. We have worked directly with DSA for plan compliance work in the past through our existing third party utility programs. We are fully prepared to assist the District in compliance with all state requirements for safety, code compliance, permitting, and workforce practices, in addition to compliance with the CDE and CEC requirements specific to Prop 39 funds. We will also ensure compliance with all eligibility requirements specific to individual financing and incentive opportunities.

Providing energy efficiency best practices. Through our more than 10 years of implementing energy upgrades in public schools, we have developed best practices for benchmarking, audits, energy master planning, and measure/upgrade analysis. We have streamlined these procedures to focus engineering and technical expertise on the analysis to optimize use of the District's resources. As a standard practice, our audit reports present phased and sequenced upgrade recommendations with details on costs, incentives and financing, financial analysis and energy savings and can easily meet the requirements outlined in the CEC's Prop 39 guidelines. We have developed audit and assessment protocols, benchmarked schools against our internal database of thousands of school facilities, and prioritized upgrades to optimize energy savings and cost-effectiveness over time. Our engineering team has developed specialized expertise in lighting, mechanical and refrigeration systems, code compliance (Title 24 and CAL Green) focusing specifically on the schools sector and will advise the District in all these areas.

Providing timely, effective communication. We are committed to providing the level of service the District needs. We provide project managers, energy managers, on-site coordination support and engineering support when appropriate. We will update you by phone and email and can also provide a Web-based dashboard to provide ongoing information about projects.

The single point of contact for this RFP is:

Josh Tiernan, Program Manager

josh.tiernan@clearesult.com

(650) 729-2063

APPROACH TO SCOPE OF WORK

Our experience in energy efficiency consulting means that the District will receive start-to-finish support for securing Proposition 39 funding.

First, we are proposing to partner with the District in the assessment and benchmarking of its facilities, and confirmed project and rebate opportunities for its Prop 39 funding. We have been running PG&E's Prop 39 Bonus Program since 2014, and through this program will secure a 50% co-pay from PG&E up to \$20,000 for the following planning services:

- Benchmarking
- Analysis of Historical SmartMeter Data
- Building energy assessments or audits
- Savings-to-Investment Ratio (SIR) calculations
- Identifying applicable utility incentives to reduce costs
- Management of plan submission, revision, and approval by CEC

Second, we will assist the District in implementation of energy efficiency measures from its CEC-approved energy expenditure plan as its "Energy Manager."

Energy Manager Services include any activity that optimizes facility and occupants' energy use. Typical work responsibilities include, but are not limited to, evaluating and monitoring current energy usage, identifying energy saving opportunities in existing facilities, ensuring accurate records are maintained, providing technical energy efficiency and conservation services, and managing all stages of energy project implementation. The pricing and proposed first phase of work deals with the implementation of approved energy measures and includes the following services:

- Bid solicitation/contractor selection
- Budgeting and cost management
- Monitoring project implementation
- Reviewing final project commissioning
- Project tracking and monitoring to fulfill Prop 39 requirements

As the District's dedicated Energy Manager Consultant, we can work with the District's chosen vendors and contractors and other sources to ensure they understand the project's scope of work, measures, and installation best practices to secure optimal system performance. We will also oversee projects to obtain accurate project cost estimates at the start of projects and confirm on time and successful project completion and Prop 39 reporting. Our support of local businesses will help them build their energy efficiency knowledge and diversify their business opportunities.

We look forward to discussing our proposed approach with the District to make our work and support of the District's energy efficiency efforts cost-effective and successful.

1. Firm Information

Table 1. CLEARresult Company Information

Requested Firm Information	
Legal Name and Address	CLEARresult Consulting, Inc. 4301 Westbank Drive, Building A - Suite 250 Austin, TX 78746
Principal Place of Business	1100 Grundy Lane, Suite 100 San Bruno, CA 94066
Legal Form of Entity/State of incorporation	C Corporation/Texas
Engagement Model / Fee Structure	We typically work in a fixed-priced or time and materials with not-to-exceed cap model. We provide full transparency on actual costs through our invoices and supporting documentation. Costs align with our proposed scope and budget, which the District will approve in advance. Any utility-provided incentives for Prop 39 technical support (such as PG&E SEE program bonus) can be applied against our fee.

1100 Grundy Lane, Suite 100 • San Bruno, CA 94066 • Main 650-726-7628 • Fax 650-726-7620 • clearresult.com

We change the way people use energy

Requested Firm Information

Years of Firm's Energy Project Experience

10 years

Evidence of Authority to Conduct Business in California

We have a Business License (#10758) for our San Bruno office. We can provide a copy of the license upon request.

2. Firm's Relevant Experience**2.1 ENERGY SERVICES AGREEMENTS – LAST 10 YEARS****CALIFORNIA SCHOOL ENERGY EFFICIENCY PROGRAM PROFILES**

CLEAResult takes a holistic and comprehensive approach to providing energy efficiency information and technical support. We developed an effective energy management strategy that meets the needs of most utility energy efficiency rebate programs, financing requirements, and California Prop 39 Program Implementation Guidelines. The following program profiles offer a snapshot of our most recent and ongoing experience with California schools. It is followed by a small sample of the public K-12 school energy efficiency upgrades we have completed, rather than a complete list of all energy service agreements as we have completed hundreds of energy efficiency projects with over 300 school districts across California within the past 10 years.

Proposition 39 Planning Services (2014 – Present)

Since 2014, CLEAResult has offered districts comprehensive services designed to meet the application requirements required to receive CEC approval of Prop 39 expenditures, in addition to utility rebate coordination and financing opportunities. To date, our Prop 39 work includes audits, benchmarking and energy expenditure plans completed on behalf of 74 local educational agencies (LEA) representing 254 sites in audits and 56 districts' energy expenditure plan deliveries, with 35 having received CEC approval.

Energy Management Services - Prop 39 (2015 – Present)

CLEAResult began adding energy management services also known as project management as an additional offering to the Planning Services that they had already been conducting. They have since closed 7 Energy Management Services contracts with public School Districts in PG&E's territory. These services typically include on-site visits, project scope development, RFP development, recommendations to board, conducting contractor meetings and weekly progress meetings, managing project schedule, annual reporting as part of prop 39, job walks, and final M&V, appropriate training, and rebate processing.

School Energy Efficiency Program (SEE) (2006 – Present)

CLEAResult (then RSG) began implementing the SEE Program in 2003 to target public K-12 schools as part of Pacific Gas and Electric Company's (PG&E) energy efficiency portfolio. The early program model focused on energy efficiency education as well as training for facilities managers and curriculum development for teachers. In 2006, we transitioned the program

design to focus on delivering documented cost-effective energy savings, offering assessments/audits and technical and implementation support for comprehensive upgrades in K-12 schools. The primary energy-saving measures delivered to the schools sector through this program have been lighting and lighting controls, HVAC improvements, pool covers, pump and motor controls, and computer power management opportunities. Today there are 330 school districts enrolled in the SEE Program, with many participants implementing multiple projects over the course of several years. The following table summarizes the program results to date.

Table 2. PG&E's School Energy Efficiency Program Results Summary

Participating School Districts	Projects Completed	kW Savings	kWh Savings	Therm Saving	Rebates Paid
330	425	3,047	29.8 million	3 million	\$4.9 million

Program for Resource Efficiency in Private/Public Schools (PREPPS) (2011 – Present)

In late 2011, we leveraged in-house expertise and experience with school efficiency programs and launched the Program for Resource Efficiency in Private Schools (PREPPS) for SCG (then known as Resource Solutions Group (then RSG)). In 2013, SCG updated the program to allow for the same offerings in *public* schools, expanding the benefits to hundreds of districts throughout Southern California. The program offers combined gas efficiency measures with many water saving measures and can be coordinated closely with electric utility offerings. Typical measures promoted to and installed by participating schools include pool covers, pipe and tank insulation, tankless water heaters, pool boilers, and steam traps. Table 3 summarizes program results to date.

Table 3. PREPPS Program Results Summary

Participants	Projects Completed	Therm Savings	Rebates Paid
37	113	740,289	\$627,920

The tables below show examples of specific direct-to-customer Prop 39 Energy Management Services CLEAResult has implemented:

Table 4. Richland Union Elementary School District

School/District	Richland Union Elementary School District
Period of Performance	2016 – Present
Efficiency Upgrades Completed	<ul style="list-style-type: none"> ▪ HVAC Controls- Energy Management System ▪ HVAC Controls- Programmable/Smart Thermostats ▪ Plug Loads- Power Management ▪ Lighting- Exterior Fixture Retrofit ▪ Building Envelope- Insulation ▪ Lighting Controls ▪ Plug Loads- Power Management ▪ HVAC- Packaged/Split System AC/Heat Pump/VRF
Project Size (Covered by Prop 39)	\$710,800

School/District	Richland Union Elementary School District
Annual Energy Savings	236,820 kWh and 4kW
Annual Cost Savings ¹	\$86,309
Rebates Expected	\$20,200

Table 5. Bennett Valley Union School District

School/District	Bennett Valley Union School District
Period of Performance	2015 – Present
Efficiency Upgrades Completed	<ul style="list-style-type: none"> ▪ Lighting- Interior LED Fixture Retrofit ▪ Lighting- LED Exit Signs ▪ Lighting- Exterior LED Fixture Retrofit ▪ Lighting Controls ▪ Building Envelope- Windows/Skylights ▪ HVAC Controls- Programmable/Smart Thermostats ▪ Plug Loads- PC Power Management Software ▪ Plug Loads – Occupancy Sensors
Project Size (Covered by Prop 39)	\$261,620
Annual Energy Savings	106,206 kWh
Annual Cost Savings ²	\$21,304
Rebates Expected	\$23,322

Table 6. Two Rock Union School District

School/District	Two Rock Union School District
Period of Performance	2016 – Present
Efficiency Upgrades Completed	<ul style="list-style-type: none"> ▪ Lighting- Exterior LED Fixture Retrofit ▪ Lighting – Interior LED Fixture Retrofit ▪ Lighting – Gym Hi-Bay LED Fixture Retrofit ▪ Lighting Controls ▪ Plug Loads- Power Management ▪ PV – Solar Array
Project Size (Covered by Prop 39)	\$249,000
Annual Energy Savings	66,952 kWh
Annual Cost Savings ³	\$13,733

¹ All energy cost savings based on \$.169/kWh (average rate) and \$1.00/therm (average rate).

² All energy cost savings based on \$.169/kWh (average rate) and \$1.00/therm (average rate).

³ All energy cost savings based on \$.169/kWh (average rate) and \$1.00/therm (average rate).

School/District	Two Rock Union School District
Rebates Expected	\$4,766
Other Benefits	<ul style="list-style-type: none"> ▪ District's first solar project

Table 7. Knightsen Elementary School District

School/District	Knightsen Elementary School District
Period of Performance	2015 – Present
Efficiency Upgrades Completed	<ul style="list-style-type: none"> ▪ HVAC Controls- Energy Management System ▪ HVAC Controls- Programmable/Smart Thermostats ▪ Lighting- Exterior LED Fixture Retrofit ▪ Lighting – Interior LED Fixture Retrofit ▪ Lighting Controls ▪ Plug Loads- PC Power Management
Project Size (Covered by Prop 39)	\$250,338
Annual Energy Savings	48,978 kWh
Annual Cost Savings ⁴	\$10,058
Rebates Expected	\$18,240

The tables below show examples of specific projects that have been implemented through CLEARResult's PG&E school programs:

Table 8. Kern High School District Project Summary

School/District	Kern High School District
Period of Performance	2014- Present
Efficiency Upgrade Recommendations	<ul style="list-style-type: none"> ▪ HVAC Unit Replacement ▪ Energy Management System ▪ LED Lighting and Controls ▪ Chiller Replacement ▪ Boiler Replacement ▪ VFD on AHUs ▪ Unit Ventilator Replacement ▪ Plug Load Controls
Est. Project Size (Customer Investment)	\$5,997,238
Est. Annual Energy Savings	More than 2.3 million kWh and 2,000 Therms

⁴ All energy cost savings based on \$.169/kWh (average rate) and \$1.00/therm (average rate).

School/District	Kern High School District
Est. Annual Cost Savings	\$558,337
Est. Rebates	More than \$250,000
Other Benefits	<ul style="list-style-type: none"> ▪ Prop 39 Planning Services (Audits and Energy Expenditure Development for 5 sites) ▪ District-wide interval data analysis and opportunity assessment
Reference Contact	<p>Steve Tolin, Director of Maintenance and Operations or Mike Hamlin, Assistant Director of Maintenance and Operations 3701 East Belle Terrace, Suite A Bakersfield, CA. 93307 mike_hamlin@khsd.k12.ca.us 661-827-3181</p>

Table 9. Fresno USD Project Summary

School/District	Fresno Unified School District
Period of Performance	2007 – Present
Efficiency Upgrades Completed	<ul style="list-style-type: none"> ▪ Exterior lighting ▪ Interior lighting and lighting controls ▪ Tankless water heaters ▪ Pool covers ▪ Controls Optimization
Project Size (Customer Investment)	\$1,504,807
Annual Energy Savings	More than 4.7 million kWh and more than 3,800 therms
Annual Cost Savings ⁵	\$3.3+ million
Rebates Issued	More than \$660,000
Other Benefits	<ul style="list-style-type: none"> ▪ Improved learning environment through better distribution of light, reduction of glare in classrooms ▪ Reduced maintenance costs by standardizing lighting across facilities, longer operating life of equipment, and simplified inventory management ▪ Reduced greenhouse gas emissions (est. at 2.8M lbs. of CO₂e) ▪ Reduced operating expenditures returned to general fund

⁵ All energy cost savings based on \$.169/kWh (average rate) and \$1.00/therm (average rate).

School/District	Fresno Unified School District
Reference Contact	Frank DiLiddo, Energy Manager, FUSD 4600 N. Brawley Fresno, CA 93722 fjdilid@fresno.k12.ca.us (559) 457-3054

Table 10. San Mateo USD Project Summary

School/District	San Mateo Union High School District
Period of Performance	2008-2013
Efficiency Upgrades Completed	Pool covers (2 high schools) High efficiency pool heater Kitchen equipment
Project Size (Customer Investment)	\$1.2 million
Annual Energy Savings	291,034 kWh; 96,562 therms; 4.8 kW
Annual Cost Savings	\$145,746
Rebates Issued	\$80,898
Other Benefits	District-wide assessments, coordination, and savings in coordination with Energy Watch program
Reference Contact	Zeke Lyles Executive M/O Officer eLyles@smuhsd.org (650) 280-7717

Table 11. Livermore Valley Joint USD Project Summary

School/District	Livermore Valley Joint Unified School District
Period of Performance	2011-2013
Efficiency Upgrades Completed	<ul style="list-style-type: none"> ▪ District wide audit ▪ Pool cover (high school) and pool heater ▪ Strip curtains ▪ Vending misers ▪ Workstation virtualization
Project Size (Customer Investment)	\$366,761
Annual Energy Savings	744,758 kWh; 10,052 therms; 64 kW
Annual Cost Savings	\$135,916
Rebates Issued	\$94,902
Other Benefits	<ul style="list-style-type: none"> ▪ Vendor direct installation of many measures for speed of project completion and highly cost-effective measures ▪ Extremely fast payback
Reference Contact	Michael Nagel 1100 Grundy Lane, Suite 100 • San Bruno, CA 94066 • Main 650-726-7628 • Fax 650-726-7620 • clearesult.com

School/District	Livermore Valley Joint Unified School District
	Executive Director of Maintenance MNagel@lvjUSD.k12.ca.us (906) 606-3499

Cabrillo Unified School District: Comprehensive Energy/Water Assessment and Energy Master Plan (2013 – Present)

CUSD selected CLEARresult to conduct a comprehensive audit and analysis of energy efficiency, generation, fleet, and water efficiency opportunities and recommendations. The project began with portfolio-wide and building-specific assessments of past and current energy use in all buildings, renewables, and water use to discover opportunities for improvements. We then provided a comprehensive Energy and Water Management Plan, including costs and anticipated savings as well as policy and funding sources to support recommendations.

Table 12. Cabrillo USD Project Summary

School/District	Cabrillo Unified School District
Period of Performance	2012 – Present
Efficiency Upgrades Completed	<ul style="list-style-type: none"> ▪ Completed comprehensive Planning & Audit phase, recommending upgrades in: ▪ Computer power management ▪ Lighting, HVAC, pool pump, and hot water heat controls ▪ Interior and exterior lighting ▪ HVAC improvements ▪ Plug load improvements ▪ Windows ▪ Water efficiency improvements ▪ Renewable energy
Project Size (Customer Investment)	Total project costs of recommendations are \$3.5 million
Annual Energy Savings	1.9 million kWh; 13,000 therms; 4.2 million gallons water
Annual Cost Savings	\$181,000
Rebates Issued	\$250,000
Other Benefits	<ul style="list-style-type: none"> ▪ Water efficiency ▪ Renewable energy ▪ Fleet/transportation efficiency ▪ Leverages local bond financing, utility rebates and financing, and Prop 39 allocation to maximize benefit from all sources ▪ Benchmarking, Audits, and Prop 39 Energy Expenditure Plan Development
Reference Contact	Crystal Leach Chief Business Official cleach@cabrillo.k12.ca.us (650) 712-7135

Analytics-Enabled Retro-Commissioning (ARCx) (2013-15)

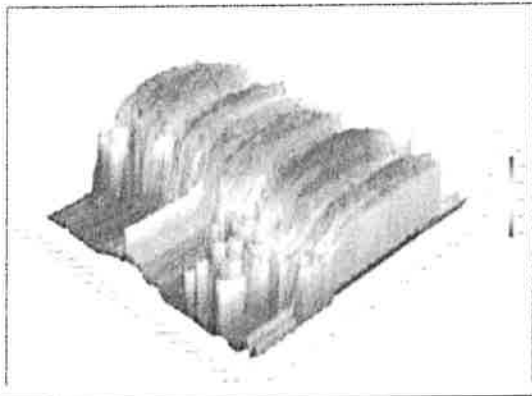


Figure 1: Building consumption analysis showing daily consumption over time.

The ARCx Program, launched in the fall of 2013, offers free portfolio analysis and energy planning workshops to identify the sites in the portfolio with the most cost-effective energy savings opportunities from RCx and retrofit projects. Using Agilis Energy Software, the program reviews existing building operations and identifies energy savings opportunities by applying an advanced analysis of energy consumption to quickly hone in on low and no-cost operational improvements. To maximize sustainability goals, the ARCx Program analyzes a school site's historical smart meter data to identify hidden energy waste from lighting and HVAC usage when the

building is unoccupied, sub-optimal building control settings, and malfunctioning equipment. We offer the program to public schools in 15 counties and County Offices of Education; we can also help identify comparable offerings through PG&E to a broader geographic range.

The ARCx Program consists of two stages of portfolio analysis. The first stage is a high-level portfolio screening process to rapidly determine which buildings hide deep energy savings potential. The second stage is a comprehensive remote building assessment that results in a full building report detailing no and low-cost opportunities to improve building equipment performance.

NATIONAL SCHOOL PROGRAM BEST PRACTICES



SCORE

We have established national best practices based on CLEARResult's Schools Conserving Resources (SCORESM) Program. Developed in 2006, SCORE offers viable energy efficiency and demand reduction solutions and comprehensive project support for public and private schools, school districts, and higher education institutions. CLEARResult designed SCORE to address and overcome the key barriers that prevent schools from taking full advantage of energy efficiency opportunities. These barriers include:

- Chronic budget and staffing resource constraints
- De-centralized and complex decision-making authority
- Outdated specifications, limited technical expertise or resources
- Lack of senior management/School Board/Administration support
- Counterproductive energy budgeting
- Lack of proper building commissioning and retro-commissioning.

Utility clients offering SCORE include AEP Texas Central, AEP Texas North, AEP Southwestern Electric Power Company (SWEPCO), CenterPoint Energy, El Paso Electric, Entergy-Texas, and

Texas-New Mexico Power. We have worked with hundreds of program participants including the Houston Independent School District in Texas, the seventh largest in the nation.

As a national best practice, SCORE supports customers through a disciplined, five-step energy improvement process that includes Energy Performance Benchmarking, Energy Master Planning, technical support, financial incentives, and internal and external recognition campaigns. The Benchmarking and Energy Master Planning steps are key steps in project selection, sequencing, and prioritization of funding.

Across the various programs and years, CLEARResult has worked on more than 4,750 projects in the Texas K-12 and higher education sector, resulting in system benefits for our utility clients and energy and cost savings for more than 300 end-use customers. Between 2006 and 2013, our Texas K-12 programs saved 96.5 MW peak electric demand, 234,000 MWh in energy savings, and delivered \$20.6 million in incentive dollars.

Table 13. Corpus Christi ISD Project Summary

School/District	Corpus Christi ISD (AEP Texas)
Period of Performance	2007 – Present
Efficiency Upgrades Completed	<ul style="list-style-type: none"> ▪ Interior lighting (replaced all T12s) ▪ HVAC equipment (replaced 50 DX units per year across the district) ▪ HVAC tune-ups (DX units only) ▪ Variable frequency drives on chilled water equipment ▪ New construction (several new elem. schools)
Project Size (Customer Investment)	> 130 projects implemented
Annual Energy Savings	1,852 kW/3,800,000 kWh
Annual Cost Savings ⁶	> \$450,000
Rebates Issued	> \$275,000
Other incentives	<ul style="list-style-type: none"> ▪ Technical assistance/recommendations ▪ Communications/PR support ▪ New construction design review
Other Benefits	<ul style="list-style-type: none"> ▪ Reduced maintenance costs by standardizing lighting across facilities, longer operating life of equipment, and simplified inventory management ▪ Reduced greenhouse gas emissions (est. at 2.8M lbs. of CO₂e) ▪ Reduced operating expenditures returned to general fund

Table 14. Fort Bend ISD Project Summary

School/District	Fort Bend ISD (CenterPoint Energy)
Period of Performance	2006 – Present

⁶ All energy cost savings based on \$0.12/kWh (average rate).

Efficiency Upgrades Completed	<ul style="list-style-type: none"> ▪ Interior lighting (retrofitted all remaining T12 fluorescents) ▪ Exterior lighting (in process of retrofitting remaining HID fixtures) ▪ HVAC equipment (air cooled, water cooled chillers) ▪ Variable frequency drive-enabled air handling units ▪ ENERGY STAR cool roofs and/or added deck insulation ▪ New construction elem. schools and other facility types
Project Size (Customer Investment)	> 120 projects
Annual Energy Savings	3,130 kW/7,500,000 kWh per yr.
Annual Cost Savings	> \$900,000
Rebates Issued	> \$650,000
Other incentives	Energy assessments, energy performance benchmarking, energy master planning, technical assistance, communications support
Other Benefits	Benchmarked district in 2007, 2009, and 2013, showing marked improvement since the start of the program

NV Energy School Programs

We are also running a highly successful school program in Nevada for NV Energy. One project the team supported included a project for Clark County School District, the fifth largest in the nation that saved the district more than \$1 million in energy costs through the installation of 143,800 light fixtures. CLEAResult worked closely with the state Department of Education to assist all of the state's school superintendents in taking advantage of available ARRA federal grant funds. The team also supported the Nevada State Office of Energy to review and calculate the energy savings of the school district's proposed projects to ensure compliance with the guidelines established in Nevada.

In addition, we worked with Nevada schools to implement 229 solar photovoltaic (PV) projects that installed 18,680 kW and earned schools more than \$84.5 million in incentives.

Bellevue School District (Bellevue, Washington) Resource Conservation Manager

Currently, CLEAResult provides coordination and leadership for implementation of a district-wide Resource Conservation Manager (RCM) program to effectively monitor utility services and use that information to reduce facility operating costs. The RCM program uses *Energy Center*, a resource accounting software package and a web based dashboard provided through New Energy Technologies (NET). *Energy Center* allows trained staff to monitor resource use and to communicate with facilities staff and building occupants on corrective actions and savings opportunities.

CLEAResult's RCM program promotes the conservation of utility resources through a set of established procedures and tools, which produce savings by coordinating efficient operations and quality maintenance with low-cost actions and behavior changes by facility operators and users. The RCM services include organizational structure, technical support, and education of

the fundamentals of utility/energy conservation, monitoring, and verification of program success. *Energy Center* provides the following functions:

- Billboard provides the vehicle to educate and promote energy awareness with administrators, teachers, facility maintenance, and students
- Tailored modules effectively serve a variety of different technical and non-technical users
- Energy use reporting for both 15 minute interval data and monthly utility billing data
- Communication and coordination functions allow for on-going support from Continuous Energy Improvement (CEI) program staff, internal communication between building operators, and an open forum between other schools participating in the CEI Program
- Resource library provides a database of forms, checklists, helpful procedures, and planning documents
- *Energy Center* is an IPMVP Option C-compliant software platform, using the whole building approach to calculate annual energy savings through a multivariable regression process

2.2. ENERGY CONSERVATION MEASURES IMPLEMENTED

A sample of the energy conservation measures implemented to the projects we have recommended include:

- Interior lighting
- Exterior lighting
- HVAC equipment
- HVAC Enhanced Ventilation Controls
- Global/Programmable Thermostats
- Plug load improvements
- Windows
- Water efficiency improvements
- Hot water heat controls
- Strip curtains
- Vending misers
- Kitchen equipment
- Pool pump
- Pool heater
- Pool covers
- Pool boiler
- Workstation virtualization
- Computer power management
- Renewable energy
- Tankless water heaters
- Variable frequency drive-enabled air handling units
- ENERGY STAR cool roofs and/or added deck insulation
- Controls Optimization
- Package Unit Replacement
- Heat Pump Replacement
- Solar - Photovoltaic

2.3. TOTAL COST AND CAPACITY OF PROJECTS INSTALLED

Table provides a summary of the California public K-12 school projects we have managed. The data points include the districts' investments in energy upgrades and the associated energy savings by quarter since 2010. We have assisted additional upgrades in private schools and colleges/universities in California.

Table 15. Project Costs and Associated Energy Savings Summary

Year	Quarter	Gross kWh	Gross Therms	Installation Cost (\$)
2010	Qtr1	959,717	22,427	379,825
	Qtr2	420,288.27	24,866	126,779
	Qtr3	441,419.46	(1,634.70)	170,469
	Qtr4	870,753	65,964.05	\$209,767

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	Total	2,692,177	111,622	886,839
2011	Qtr1	206,967.52	320,899.52	307,242
	Qtr2	492,936.49	1,037,987.32	1,251,614
	Qtr3	743,935	214,324.72	1,611,342
	Qtr4	1,700,754.77	38,911.33	644,854
	Total	3,144,594	1,612,123	3,815,052
2012	Qtr1	1,518,511	62,207	902,255
	Qtr2	970,490	67,777	637,991
	Qtr3	2,105,354	100,770	2,376,531
	Qtr4	2,316,034	140,295	2,238,389
	Total	6,910,389	371,050	6,155,166
2013	Qtr1	238,943	9,696	165,712
	Qtr2	339,011	-2,167	344,389
	Qtr3	463,322	7,300	647,242
	Qtr4	3,647,027	2,220	4,349,537
	Total	4,688,303	17,049	5,506,880
2014	Qtr1	473,836	45,036	402,438
	Qtr2	149,346	39,442	357,728
	Qtr3	678,359	72,210	187,721
	Qtr4	1,239,690	917,304	3,495,096
	Total	2,541,231	1,814,281	4,442,982
2015	Qtr1	862,388	99,417	422,363
	Qtr2	1,479,880	114,852	525,288
	Total	2,342,268	214,269	947,651
Total	Grand Total	22,318,962	4,140,394	21,754,570

2.4 OVERVIEW OF THE COMMERCIAL GRID-CONNECTED PHOTOVOLTAIC (PV) EXPERIENCE

In Nevada, we have supported 229 PV projects for school customers to install 18,680 kW and earn them more than \$84.5 million in incentives. We have also conducted comprehensive audits for school districts and other facility types that include solar and other renewable energy/self-generation opportunities. For example, we recently completed comprehensive assessment of solar and wind energy potential for several California school districts as part of the Prop 39 energy expenditure plan.

3. Project References

Please see our response to the section on "Firm's Relevant Experience." We have provided project summaries and client contact information as requested.

4. Proposed Firm Team

We have provided the roles and experience for our key team members. We have designated additional team members to support the District as illustrated in our organization chart. We have included resumes for our proposed team members at the end of our proposal.

Corey Grace, Director

Corey will provide high-level oversight of the design and delivery of our services to the District.

Corey is the Northern California Programs Director. Her program management experience includes working on the program design, launch, implementation, financing, and stakeholder outreach for environmental conservation programs across the private, governmental agency, and non-profit sectors. She also managed CLEARResult's highly successful School Energy Efficiency (SEE) program for more than seven years, focusing on facility assessments and energy efficiency upgrades to California K-12 Public Schools in Pacific Gas and Electric Company (PG&E) territory.

Tom Konicke, PE, LEED AP, Engineering Director

Tom leads a team of 38 engineers and energy analysts to support delivery of CLEARResult's commercial, residential, & Industrial programs. Tom has in-depth expertise in leveraging technology to advance energy efficiency program effectiveness, as a leading expert in embedding energy management and information systems (EMIS) into utility programs. He offers expertise and hands-on experience in existing building commissioning, HVAC system diagnostics, energy information systems, and energy engineering.

For over 23 years, Tom has provided many building owners and clients with facility upgrade energy related solutions in all aspects of their buildings. Working experience includes; existing building energy use analysis, building energy efficiency project services, retrofit project analysis, construction cost estimating, performance contracting, mechanical HVAC design & construction, building envelope analysis and management of teams associated with this work.

Fred Thwaites, PE, Engineering Manager

Fred brings seven years of engineering and program management experience to CLEARResult. In his current role, Fred leads the team of engineers responsible for supporting school and other commercial programs that CLEARResult implements for Northern California clients. In the past year, his team has performed 181 energy audits at 55 school districts in support of the California Clean Energy Jobs Act (Proposition 39). His team has also supported delivery of millions of kWh of savings to California schools through CLEARResult's School Energy Efficiency program.

Prior to his current role in Northern California, Fred supported engineering and program management activities in CLEARResult's Midwest region.

Josh Tiernan, Program Manager

Josh Tiernan will manage the design and delivery of our services to the District

Josh manages Northern California school program and offerings at CLEAResult. Prior to that, he coordinated outreach to districts and marketing of school program, enrolling school districts into the program, and coordinating services with utility representatives, district staff and vendors. Josh Tiernan has more than nine years of consultative sales experience to CLEAResult. He promotes the School Energy Efficiency (SEE) Program and the Analytics-enabled Retrocommissioning (ARCx) Program in his outreach efforts throughout California. Josh cultivates relationships with utility representatives, district staff and vendors and oversees outreach to districts, program marketing, enrolling school districts into the program and coordinating services. He is also integral to CLEAResult's Proposition 39 Program offerings, in which he collaborates with Business Managers, MOT Directors and Energy Managers to identify energy efficiency opportunities and upgrades for school districts

King Tang, PE, Senior Engineer V

King Tang will serve as the Project Leader for Energy Manager Services. King provides engineering and technical leadership, plus project management expertise for energy and facility projects. Tang is a specialist in heating, ventilation and air conditioning (HVAC) systems and controls. He also has deep experience with controls, advanced lighting, central plants, and renewable energy systems. Over the past 25 years, Tang served in key roles at The McKinstry Company, Abacus Engineered Systems and Puget Energy Services where he worked in performance contracting and leading projects for federal and municipal energy building initiatives.

Will Pearce, Project Manager

Will Pearce will serve as Project Manager to the District.

Will's responsibilities will include day-to-day outreach and project management to districts and marketing of program, enrolling school districts into the program, and coordinating services with utility representatives, district staff and vendors. She has been with the School Energy Efficiency (SEE) program from its inception, developing relationships with districts that continue into the current program cycle.

Hugh Dwiggin, PE, LEED AP, and NRCS Ag TSP, Energy Engineer III

Hugh will perform on-site audits, calculations, and analysis to support the District's Prop 39 planning and funding application submission and Title 24 analysis and coordination. He brings a specialty in refrigeration and HVAC.

Hugh has more than nine years in engineering energy efficiency and retro-commissioning with experience in schools, agriculture, industrial, commercial, and government sectors. He

currently oversees the development of extensive energy monitoring processes, testing, and commissioning of HVAC systems in residential and commercial/industrial environments.

Shawn Walker, EIT, Energy Engineer

Shawn will perform on-site audits, calculations, and analysis to support the District's Prop 39 planning and funding application submission and Title 24 analysis and coordination.

Shawn has scheduled and conducted commercial refrigeration and lighting M&V site visits for equipment installed as part of utility rebate programs. He has assisted in impact evaluations for metering data analysis and client-provided trend data.

Ayad Al-Shaikh, PE, USBGC LEED, Engineering Director

Ayad will provide strategy input and quality assurance for all technical and engineering work.

Ayad has more than 15 years of technical experience and has provided engineering support the dairy, winery, and school programs that we administer in California. He has also supported our delivery of PG&E's NRR-DR Higher Education Partner Programs, Retro-commissioning, and Non-Residential New Construction programs. Previously, he has served as an energy engineer, performing audits for commercial and manufacturing facilities and prepared energy calculations and reports.

Most recently, he has lead Prop 39 technical activities for several districts, which included benchmarking, ASRAE Level 1 and/or Level 2 audits, remote audits, and Energy Expenditure Plan (EEP) development. Strategically, this work supports the school incentive programs that CLEAResult is implementing through both retrofit and retrocommissioning projects, so that incentives can be more easily obtained.

Sadie Bronk, Sr. Program Manager

Sadie will provide subject matter expertise on energy benchmarking and planning.

Sadie currently manages the continual development and delivery of Benchmarking and Energy Master Plan services throughout CLEAResult's utility and other energy efficiency programs. She has facilitated and developed over 125 energy master plans for commercial customers across the nation. Sadie and her team guide program participants through a step by step process that includes energy benchmarking and an energy management scorecard evaluation to develop a tailored plan that will serve as a roadmap for energy consumption control and reduction.

Andrew Dumond, Program Manager

Andrew will provide input and guidance related to solar PV opportunities in schools.

He has supported NV Energy's schools program as the program manager. He develops program rules, steps, goals, marketing strategies, and marketing materials. He also

performs outreach to prospective program partners and, in conjunction with engineering staff, makes recommendations on cost-effective energy efficiency upgrades. He conducts implementation meetings with school staff to monitor project status and help facilitate completion. He also meets regularly with NV Energy to review program progress and make improvement recommendations.

4.2. ABILITY TO IMPLEMENT A SUCCESSFUL ENERGY PROGRAM

CLEARResult has implemented the School Energy Efficiency (SEE) program for Pacific Gas and Electric Company (PG&E) since 2006 (then RSG) with the company founders delivering school energy efficiency services in California in prior work. We bring a rich history of experience in delivering energy efficiency services in the K-12 schools sector, school districts, county offices of education, and private schools in California and across the country.

CLEARResult developed and is implementing a program model called Schools Conserving Resources (SCORESM). This program model integrates some of the key elements required for schools to meet Prop 39 guidelines for program implementation funding and to achieve comprehensive energy savings. Our team brings unprecedented knowledge of the K-12 schools sector, dedicated technical and engineering expertise, and depth of experience with the full range of energy efficiency measures that can save energy and improve the learning environment in schools.

In California, we have implemented 513 energy efficiency upgrade projects with over 300 school districts, saving more than 28 million kWh and 3.5 million therms since 2006 – far more public school upgrade projects in California than any other company. We have also benchmarked 11,500 school facilities for 352 partners and delivered 250 Energy Master Plan's for schools across the country since 2006.

Through our combined experience and service offerings, we offer the District comprehensive services that include energy audits, detailed recommendations very similar to the application requirements required to receive CEC approval of Prop 39 expenditures, and utility rebate coordination and financing opportunities. We have delivered over \$5 million in utility rebates to public schools. To date, our Prop 39 work includes audits, benchmarking and energy expenditure plans completed on behalf of 91 local educational agencies (LEA) representing more than 215 sites.

4.3. CLEARRESULT RESUMES

Please refer to the resumes of CLEARResult staff assigned to support the District provided at the end of our proposal.

4.4. CONTRACT TERMINATION

CLEARResult has not had a valid contract terminated for cause or convenience.

5. Firm History

CLEAResult has nothing to disclose related to the circumstances noted in the RFP.

6. Firm's Claims and Litigation History

CLEAResult has no claims and/or lawsuits to report in connection with any contracts or projects.

7. Engagement Model and Fee Structure

We have proposed Not-to-Exceed pricing for implementation of CEC-approved energy efficiency measures. PG&E school program services and incentives will be leveraged wherever possible to maximize the funds available for implementation for the district. Labor rates can be provided upon request, as applicable.

SEE Program (including SEE Prop 39 Bonus and energy efficiency rebate processing) and Analytics-enabled Retro-Commissioning (ARCx) Program services and incentives will be leveraged wherever possible to minimize financial impact to the District. Any services needed beyond PG&E Energy Efficiency Programs and those listed below will be discussed and pricing (either flat fee, time and materials, or a combination of both) will be determined at a later date.

Table 16. Planning Costs and Pricing

CLEAResult proposes to provide energy manager services to the District to complete the following specific tasks for projects submitted in their multi-year EEP:

Planning Services – for the planning services, as part of PG&E and CLEAResult's Prop 39 SEE Bonus program, the Gravenstein Union Elementary, Gravenstein Elementary and Hillcrest Middle School are all covered 100%. (\$15,000 in planning services for each Tier 1 or 2 LEA, enough to cover benchmarking, audits and EEP creation, submittal & approval).

<u>Site Name</u>	<u>Cost per LEA</u>
Gravenstein Union Elementary	\$15,000
Gravenstein Elementary	\$15,000
Hillcrest Middle School	\$15,000
Total (3 LEAs)	\$45,000

SEE Bonus for Tier 1/2 LEA.....(\$45,000)

GUSD P39 Planning Total.....\$0

Table 17. Energy Management Services Costs and Pricing

Energy Management Services - for projects identified in the District's EEP, the list of proposed construction management services is broken into phases.

The price for each phase is listed.

Task	Description of Task	Cost	Estimated Due Date
Project Initiation	(see individual tasks below)	\$38,295.05	8-12 weeks after the contract execution
	a. On site visit to field verify applicability and constructability		
	b. Develop Project Scope and Performance Specifications		
	c. Develop RFP		
	d. Review and Updates with owner		
	e. Guide District's RFP / PW process		
	f. Develop RFP strategies		
	g. File Utility and Prop 39 documents		
	h. Advertise Project Solicitation in local papers		
	i. Bidder Conference and Walk through		
	j. Received Bids		
	k. Bid Review and make recommendation		
	l. Reanalyze Prop 39 funding for scope adjustments to meet budget		
	m. Present recommendation to Board and execute contracts		Milestone
Project Planning	(see individual tasks below)	\$6,962.74	Immediately upon selection of contractors
	a. Contractor Kickoff Meeting		
	b. Provide Project Schedule		
	c. Provide Project specific CX and start up requirements		

	d. Provide Tip Sheets for how to best operate new eqp		
	e. Provide O&M documents and Training requirements		Milestone
Project Execution Observation		\$16,014.29	2 weeks after contractor selection
	a. Run Weekly Progress Meeting		
	b. Perform day-to-day oversight based on MS Project Schedule		
	c. Provide template for issue tracking and resolution		
	d. Review progress of individual projects/ record progress		
	e. Perform final job walk and prepare punch lists		
	f. Assign punch list responsibilities		Milestone
Project Closure		\$6,962.74	November 2017*
	a. Final Job Walk		
	b. Complete M&V for Prop 39		
	c. Confirm O&M Manuals and As-built documents		
	d. Confirm CX / start up documents are completed		
	e. Process Rebate application		Milestone
Post Implementation		\$1,392.55	December 2017*
	a. Delivery of training plan for staff		
	b. Delivery of final report to the board		
Total (Not to Exceed)		\$69,627.36	

*These dates are dependent on the District's completion of the project planning and project execution by October 1, 2017, and shall be considered extended by the number of days beyond October 1, 2017, that the District completes that portion of the work.

Table 18. Energy Management Services – Price Breakout By LEA

LEA Name	Project Initiation	Project Planning	Project Execution Observation	Project Closure	Post Implementation	Total Per LEA cost
Gravenstein Union Elementary	\$4,970.72	\$903.77	\$2,078.67	\$903.77	\$180.75	\$9,037.68
Gravenstein Elementary	\$16,692.32	\$3,034.97	\$6,980.43	\$3,034.97	\$606.99	\$30,349.68
Hillcrest Middle	\$16,632.00	\$3,024.00	\$6,955.20	\$3,024.00	\$604.80	\$30,240.00

CLEAResult will provide commissioning plan for specific ECMs for code review per T24 and permits. Our specifications will require contractors to provide start up and testing services of ECMs (such as lighting and HVAC controls) per our Commissioning plan as part of the contractors' bids.

Retrocommissioning of existing controls and equipment will be proposed after we have performed the energy audits. Typically it is 10-20 cents per square foot for commissioning engineering services for control tune up and adjustment, plus the costs of hardware/repairs /contractor labor as required.

Total (Not to Exceed) for 3 LEAs - \$69,627.36, for Energy Management Services for Prop 39 projects.

Attachments

Staff resumes, PG&E / CLEAResult Prop 39 Bonus Agreement info sheet, and PG&E / CLEAResult SEE Program info sheet are attached.

Corey Grace

DIRECTOR OF PROGRAMS, NORTHERN CALIFORNIA

Corey Grace's accomplished career in project and program management includes program design, launch, and implementation, financing, and stakeholder outreach for environmental conservation programs across the private, governmental agency, and non-profit sectors. She managed CLEAResult's highly successful School Energy Efficiency (SEE) program for more than six years, focusing on facility assessments and energy efficiency upgrades to California K-12 Public Schools in Pacific Gas and Electric Company (PG&E) territory. Corey also helped launch and manage CLEAResult's Program for Resource Efficiency in Private and Public Schools (PREPPS) in coordination with Southern California Gas Company (SCG) and helped launch the Analytics Enabled Retrocommissioning (ARCx) program for California schools in PG&E territory. Corey is currently Director of CLEAResult's Northern California Program team including Agricultural, Residential, and School programs as well as Prop 39 project implementation. Corey Grace holds a M.S. in Environmental Science from the University of Plymouth, and a B.S. in Environmental Studies from the University of Vermont.

Areas of Expertise

Program design; management and implementation; budgeting and forecasting; best practices, streamlining processes, and key performance indicators; contracting and insurance; school sector program experience

Education

M.S., Environmental Science –
University of Plymouth at Schumacher
College, Devon, England.

B.S., Environmental Studies – University
of Vermont, Burlington, Vermont

Prior Experience

Manager, National Fish and Wildlife Foundation (2005 – 2007)

In her leadership role with the Fish and Wildlife Foundation, Corey Grace managed processes, procedures and programs, supervised a team of ten Project Administrators for environmental conservation projects worldwide, and oversaw a nationwide native

aquatic species program. She was charged with hiring, training, and delegating projects to a staff of ten, and with providing oversight for adherence to federal, state, and local regulations and guidelines. The “Bring Back the Natives” aquatic species program, of which Corey was a manager, was a \$1.7-million conservation project with a range of participants from the federal and non-profit sectors. She produced programmatic and financial reports for Partnership Office Directors, program leads, and federal agency liaisons. Additionally, she managed online grant application and project management databases. Corey delivered public presentations on the Foundation's behalf for federal and state agencies and other members of the conservation community. She also represented the Foundation on a board of directors for Riparian Habitat Joint Venture.

Fred Thwaites, P.E. ENGINEERING MANAGER

Fred brings seven years of engineering and program management experience to CLEARResult. In his current role, Fred leads the team of engineers responsible for supporting commercial programs that CLEARResult implements for Northern California clients. In the past year, his team has performed 181 energy audits at 55 school districts in support of the California Clean Energy Jobs Act (Proposition 39). His team has also supported delivery of millions of kWh of savings to California schools through CLEARResult's School Energy Efficiency program.

Prior to his current role in Northern California, Fred supported engineering and program management activities in CLEARResult's Midwest region.

Areas of Expertise

Commercial and Industrial Energy Auditing; K-12 Education; Steam and boiler systems; M&V; Water Efficiency; Lighting; Industrial Systems Optimization

Education

M.S., Mechanical Engineering – Northwestern University

B.S., Mechanical Engineering – University of Notre Dame

Certifications

Professional Engineer
Certified Water Efficiency Professional
Green Belt (Lean Six Sigma)

Prior Experience

Senior Project Manager, CLEARResult (2014 – 2015)

Fred managed an industrial systems optimization program that facilitated compressed air, cooling, and refrigeration projects totaling 22 million kWh of annual savings. He had oversight of a team of engineers, outreach representatives, and administrative staff. He managed the program budget, goals, resource planning, and client reporting.

**Lead Energy Engineer,
CLEAResult
(2013 – 2014)**

Fred led the program design for several of CLEAResult's new assessment based programs for commercial and industrial customers. He managed a team of engineers responsible for providing more than 40 ASHRAE Level II audit reports. Fred also designed a retrocommissioning (RCx) offering for the commercial

program and provided training to more than 20 new RCx service providers. He performed custom energy savings calculations and M&V for more than 20 complex industrial projects.

**Lead Engineer, GE Transportation
(2010 – 2012)**

Fred led a team of engineers responsible for executing locomotive reliability and productivity projects for customer maintenance service contracts. He used failure probability analysis to model component lifetimes in order to ensure product reliability. He also identified opportunities to redesign components for reduced maintenance costs. Prior to this role, Fred completed GE's corporate engineering leadership program

Joshua Tiernan

PROGRAM MANAGER

Josh manages school sector program activities at CLEAResult. He brings more than seven years of consultative sales experience along with experience in developing and managing energy efficiency for public entities to CLEAResult. He manages the School Energy Efficiency (SEE) Program and collaborates on the Analytics-enabled Retrocommissioning (ARCx) Program throughout California. Josh cultivates relationships with utility representatives, district staff and vendors and oversees, program marketing, customer engagement and manages deliverables. He is also integral to CLEAResult's Proposition 39 Program offerings, in which he collaborates with business services, MOT Directors and Energy Managers to identify energy efficiency opportunities and upgrades for school districts.

Areas of Expertise

Program design; management and implementation; budgeting and forecasting; best practices, streamlining processes, and key performance indicator; Project Management, and Presentations.

Education

B.A. Media Arts
Minor in Business Administration
Butler University
Indianapolis, IN

Affiliations

Delta Tau Delta, former Assistant
Chapter Advisor

Prior Experience

ACI Specialty Benefits, Sr. Sales Associate, 2012-2013
Business Development Representative, 2011-2012

Josh began working for ACI in 2011 as a Business Development Representative. In this position, he increased the company's received RFP count by 35% and brought in \$1.25 million in potential business. In 2012 he escalated into the Sr. Sales Associate position, where he continued furthering the company's revenue potential and forging lasting customer relationships. Josh provided significant contributions to the company, including personally generating \$133k in new sales in the first 3 months, which was 33 percent above quota, pioneering hybrid Student Assistance product offerings, achieving a 70 percent close ratio which broke the previous average of 49 percent and saved ACI more than \$500,000 in at risk renewals by collaborating with IT to enhance internal reporting. During his time at ACI, Josh fully established himself as a polished expert in sales, marketing, presentations, pricing and profitability forecasting.

The Active Network, Account Executive, 2010-2011

As an Account Executive, Josh worked as the product manager for the onboarding of ClubSpaces. In this role, he assisted with the product development timeline, presented best practices to the Executive Committee Panel, trained 14 sales reps on effective sales techniques and accomplished the database transition of Salesforce to Oracle. He became adept at delivering presentations to C-Level professionals and executives and developed sales webinars for board members. Josh improved the company's territory penetration from 51 to 86 percent in the first selling season, and through forging new relationships with various state soccer organizations, succeeded in contributing \$200,000 in added revenue.

King Tang, PE

SENIOR ENGINEER V

King Tang provides engineering and technical leadership, plus project management expertise for energy and facility projects. Tang is a specialist in heating, ventilation and air conditioning (HVAC) systems and controls. He also has deep experience with controls, advanced lighting, central plants, and renewable energy systems. Over the past 25 years, Tang served in key roles at The McKinstry Company, Abacus Engineered Systems and Puget Energy Services where he worked in performance contracting and leading projects for federal and municipal energy building initiatives.

Areas of Expertise

Education and Certifications

Master of Science in Civil
Engineering (Advanced Building
Study) – Carnegie Mellon University

Bachelor of Science in Civil
Engineering – Texas A & M
University

Licensed Professional Engineer –
Washington (#22933)

Award

Winner of Northwest Energy
Efficiency Alliance's BETTER
BRICKS AWARD for distinguished
facility management professionals.

Relevant Experience

Senior Engineer, CLEAResult Portland, OR (2015–Present)

King supports all technical aspects of commercial new construction efficiency programs. Currently leading the development of new tools for HVAC ECMs for a major utility program. King is also supporting the development of energy service, retro-commissioning service, and facility service offerings in existing buildings.

Engineering Manager, Conservation Services Group Seattle, WA (2015)

Led business development, client outreach, and engineering efforts for the Building Performance Consulting team in the Pacific Northwest. Our range of services included design support and consultation, energy auditing / energy modeling, building performance diagnostic analysis, commissioning and retro-commissioning.

Project Director- National / Federal Services, Nationwide-USA The McKinstry Company Seattle, WA (2009–2015)

Led the development of the successful Technical Proposal to the Federal RFP for the Energy Savings Performance Contract (ESPC). Developed the Federal ESPC processes, flows, deliverables, and standards, and trained the teams to mitigate risks and ensure quality. Led multiple teams in developing Federal ESPC investment grade audits and proposals for the GSA and VA.

Project Director- / Senior Program Manager, Washington The McKinstry Company Seattle, WA (2003–2009)

Energy Services for commercial, health care, K-12, and Higher-Ed sectors. Performance based retro-commissioning services. Facility condition assessments and energy studies.

Principal / VP - Project Developer, Abacus Engineered Systems Seattle, WA (1995–2003)

Responsible for marketing and development of ESPC contracts and energy consulting to a diverse client base that included school districts, community colleges, and industrial facilities

Will Pearce

ACCOUNT MANAGER

Will Pearce works in an outreach role as the lead Account Manager for the schools programs out of CLEAResult's San Bruno office. He has been tasked with being the face of the company to school districts in Northern California. Since joining the team, Will has guided many districts to submitting a comprehensive expenditure plan for their Proposition 39 funding. He has worked with CBOs and MOT directors to manage these funds wisely and procure all available associated utility rebates through the SEE (School Energy Efficiency).

Areas of Expertise

Commercial and Industrial Energy Auditing; Project Management; Energy Studies (M&V); Energy Modeling; Incentive & Rebate Procurement; Benchmarking; Energy Management & Planning

Education

B.A. Environmental Studies – UC Santa Barbara
B.A. Psychology – UC Santa Barbara

Prior Experience

Project Manager, Vert Energy Group (2013 – 2015)

Will was the company's point person and only permanent fixture in the Bay Area. He completed over 140 ASHRAE Level I and II audits, reports, and benchmarks in compliance with San Francisco's Existing Commercial Building Energy Performance Ordinance of 2011. He completed the required inspections and processing of ENERGYSTAR certifications for several commercial buildings including commercial offices, banks, and hotels.

Chief Energy Auditor, Bay Efficiency (2013 – 2014)

A growing company, Bay Efficiency relied on Will to conduct energy audits in San Francisco as well as use programs including eQuest, Trane Trace 700, and System Analyzer to back up the savings and incentive claims from various projects for its clients.

Associate Consultant, Norgen Consulting Group, Inc. (2011 - 2012)

Will was hired to assist with project management for a firm that managed demand side reduction projects as the owner's rep. He learned and practiced M&V including air quality, light level, and electric logging and metering used to procure incentives. He assisted and on occasion conducted project management meetings for two CHP installs, and a large boiler project that included a fuel replacement.

Hugh Dwiggins P.E., USGBC LEED ENGINEER III

Hugh Dwiggins brings more than 9 years of technical and practical engineering expertise to Resource Solutions Group. His role currently focuses on providing the technical foundation for several comprehensive third-party programs in the dairy, winery, and schools market sectors. His experiences at Cogent Energy and EnerNOC have given him a solid background in the Retro-Commissioning (RCx) of air and water side systems. With experience in the agriculture, commercial, industrial, local government, and school markets, he brings this knowledge to bear on all projects he works on to find energy savings and process improvements. He also holds the distinction of being the first National Resource Conservation Service (NRCS) Technical Service Provider (TSP) in California certified to energy conservation work.

Areas of Expertise

Local government; School Energy Efficiency Programs; Analysis/Modeling; Utilities Program Experience; LEED AP

Education

B.S., Mechanical Engineering –
University of California Davis, Davis, CA
– 2002

Certifications

USGBC LEED®-Accredited
Professional
Certified Professional Engineer

Prior Experience

*Cogent Energy Inc. (acquired by EnerNOC, Inc)
(2007 – 2011)*

At Cogent Energy Inc., Hugh worked extensively in the local government sector. While leading Retro-Commissioning activities in multiple local government office building and jail facilities, he analyzed building to determine energy savings finding both air-side and water-side potential savings. Energy efficiency measures ranged from Variable Speed Fan control to VAV box calibration. After successful implementation of client chosen projects, monitoring and verification practices were performed on the effected systems, delivering substantial energy savings to clients. Energy savings were submitted to local government partners and utilities for processing. Successful completion of projects necessitated considerable communication coordination between government, program, and utility personnel. Hugh also completed modeling and analysis for Retro-Commissioning and energy auditing systems, conducted multiple technical reviews of customer energy efficiency projects, managed and performed multiple retro-commissioning projects under the PG&E Retro-Commissioning Core program, managed multiple energy conservation projects including dairy technical design review and LEED commissioning services, and collaborated comprehensively with multiple PG&E Customer Energy Efficiency utility rebate programs. Additionally, he has extensive experience with PG&E's technical review process as a technical reviewer of Non-Residential Rebate (NRR) applications and third-party incentive program applications.

Ayad Al-Shaikh PE, USBGC LEED

ENGINEERING DIRECTOR

Ayad Al-Shaikh has more than 15 years of technical experience to our team. His role includes managing the engineering team to meet the technical needs of the company, which includes the comprehensive third-party programs in the dairy, winery, and schools market sectors, as well as the non-residential gas-only programs. With a focus on process and quality, savings claims must exceed the requirements to pass measurement and evaluation review.

Areas of Expertise

Energy Calculation and Measurement (lighting and controls; HVAC; Demand Response) Title 24 Compliance; Thermocouple and infrared thermal measures; reliability testing; commercial, industrial, and high tech industries

Education

M.S. Mechanical Engineering
Stanford University Stanford,
California

B.S. Mechanical Engineering
University of California Berkeley
Berkeley, California

Energy Management Technology
Certificate Program De Anza
College Cupertino, California

Certifications

USGBC LEED®-Accredited
Professional

Certified Professional Engineer

Prior Experience

Energy Engineering Consultant, Emcor Energy Services 2005 - 2011

For four years, Ayad served as senior managing engineer handling the company's largest client, PG&E, overseeing multiple programs including NRR-DR, Partnership Programs, Retro-Commissioning, and Non-Residential New Construction. During the two years prior, he was an energy engineer, performing energy audits for commercial and manufacturing facilities and preparing energy calculations and reports.

Independent Engineering Consultant 2004-2005

As an independent engineering consultant, Ayad provided professional engineering services for mechanical system installation, line sizing, energy calculations, sustainable design choices, and life cycle cost analysis. He completed residential energy budget analyses for California's building energy code (Title 24) documentation purposes and offered cost effective sustainable and energy efficient upgrades.

Greenwire 2001 - 2003

Ayad developed a networked energy management system focusing on a low-cost solution for manufacturing, installation, and commissioning.

Program Manager, Applied Materials 1995 - 2003

Ayad served in a variety of roles during his tenure at Applied Materials, including program manager, project manager, engineering manager, engineering lead and mechanical engineer. His roles ranged from working with the Customer Satisfaction Engineering Group to leading roles within research and development groups such as 300mm Tungsten Chemical Vapor Deposition.

Sadie Bronk **BEP**

SENIOR PROGRAM MANAGER

Sadie Bronk has 15 years of experience in the electric and gas utility industry with a background in budgeting, data analysis and key account management. Sadie has a strong record of transforming partner relationships by understanding organizational obstacles to energy management and taking deliberate action to overcome them. Prior to joining CLEARResult, Sadie worked as a senior account manager for Puget Sound Energy's Major Account Team, where she managed multiple customer segments, including food processing, grocery, manufacturing, office/real estate and national retail accounts.

Sadie currently manages the continual development and delivery of Energy Management Services throughout CLEARResult's utility and other energy efficiency programs. She has facilitated and developed more than 100 energy master plans (EMP) for school districts, cities and counties across the nation. She guides partners through an interview and scoring process to assess current energy management practices and develop a strategic approach to identify opportunities to control and reduce energy consumption.

Areas of Expertise

Customer relationship management, trainings/presentations, energy master planning

Education

B.A., Communications,
Washington State University,
Pullman, WA, 2001

Prior Experience

Puget Sound Energy 2000 - 2010

As Senior Account Manager for Puget Sound Energy, Washington State's largest investor owned utility, Sadie managed 20 percent of the total revenue in PSE's top 100 largest customers by revenue list. Customer segments managed included: Office/Real-estate, Food Processing, National Retail, Grocery, Cold Storage, and Manufacturing. She was successful in anticipating customer needs and expectations through effective communication while developing strategies to improve customer service offerings.

As an Associate Account Representative, she developed a comprehensive rate analysis tool to help C&I customers evaluate rate schedule offerings and forecast utility budgets. Created and managed specialized reporting and analysis while also providing data to help customers' benchmark facilities.

As an Operations Specialist, she was responsible for a tracking PSE's capital budget totaling more than \$340M. She provided monthly forecasting reports to upper management integrating contractor and internal forecasts.

Publications

ACEEE Summer Study on Energy Efficiency Buildings: "Energy Master Planning Drives Energy Efficiency Investments" (2012)

Andrew DuMond

PROGRAM MANAGER

Andy DuMond has 13 years of management and accountability experience as a business owner and operator in Sparks, NV. He also has eight years of experience as a grant writer and project analyst, where he developed excellent writing and communication skills. Following an interest in energy efficiency and the environment, Mr. DuMond began work with Nevada's Sure Bet for Schools Program. As Program Manager, he uses his management and communications experience to develop the program and achieve program goals.

Prior Experience

Areas of Expertise

Project Analytics; Grant Writer

Education

B.S, Business Administration,
Humboldt State University
Arcata, California

Nevada Power and Sierra Pacific Power, Sure Bet for Schools Program, 2006-2008

As Program Manager, Mr. DuMond develops program rules, steps, goals, marketing strategies, and marketing materials. He performs outreach to prospective program partners, explaining program rules, steps, and benefits. Then, in conjunction with engineering staff, Mr. DuMond recommends cost-effective energy efficiency upgrades. He conducts implementation meetings with partners' staff to monitor the status of projects and help facilitate completion and meets with clients to review program progress and recommend steps that can be taken to improve programs. He was responsible for spreadsheet tracking project status and overall program goal progress, and for delivering periodic (monthly, quarterly, and annual) progress reports to the client.

Grants and Project Analyst, State of Nevada, 2004-2006

Mr. DuMond worked as a Grants and Projects Analyst for the State of Nevada – including the State Health Division, the Department of Public Safety, and the University of Nevada – for six years. He was responsible for pre- and post-grant award activities, including a \$3 million annual grant to fund a women's health program and a \$19 million annual grant to fund Homeland Security programs. Mr. DuMond was responsible for proposal preparation, review, compliance, and entering into an award software tracking system.

Owner, Sparks Grocery Outlet, 1987-1989

As the owner of this \$4 million annual revenue retail store, Mr. DuMond was responsible for all aspects of the business. This included human resources, payroll, receiving/inventory, risk management, compliance, marketing, and maintenance.

BEFORE THE BOARD OF TRUSTEES
GRAVENSTEIN UNION SCHOOL DISTRICT
COUNTY OF SONOMA, STATE OF CALIFORNIA

RESOLUTION #170412-1

CALIFORNIA UNIFORM PUBLIC CONSTRUCTION
COST ACCOUNTING ACT

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chap. 1054 Stats. 1983, which added Chapter 2 commencing with Section 22000 to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local agencies; and

WHEREAS, Public Contract Code section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard; and

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

WHEREAS, the California Uniform Public Construction Cost Accounting Act (CUPCCA) allows the district to perform public project work up to \$45,000 with less restriction, and,

WHEREAS, the District wishes to participate in the California Uniform Public Construction Cost Accounting Act, and,

NOW, THEREFORE, BE IT RESOLVED, that the Gravenstein Union School District Board of Trustees elects under Public Contract Code section 22030 to become subject to the uniform public construction accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended.

BE IT FURTHER RESOLVED THAT: upon adoption of the Resolution that the Board of Trustees directs that the Clerk notify the State Controller forthwith of this election.

PASSED AND ADOPTED this 12th day of April, 2017, by the Board of Trustees of the Gravenstein Union School District by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Board of Trustees

I, _____, Clerk of the Board of Trustees of the Gravenstein Union School District, County of Sonoma, do hereby certify that the foregoing resolution was duly adopted by said Board at a meeting held at its regular meeting place on April 12, 2017, which action is contained in the minutes of the meeting of said Board of Trustees.

ATTEST:

Clerk, Board of Trustees

Revised Fund 40 Contribution Summary for Board Meeting 4-12-17

Original contract amount	\$3,255,000.00
New contract amount with approved change orders	<u>\$ 4,101,963.75</u>
Change order totals 1-75	\$ 846,963.75

PO #P16-00944 was set up for \$3,255,000.00

PO increase of \$847,074.93 if #73-75 are approved	
Fund 21 Rs 9010	\$ 210,000.00
Fund 40	<u>\$ 636,963.75</u>
	\$ 846,963.75

Additional Funds needed from Fund 40 for:

Change Orders 73-75	\$ 17,892.37	Murray Builders
Phase III Cost Estimate	\$ 5,500.00	Counterpoint Construction
Phase II Construction Services	\$ 1,080.00	Counterpoint Construction
Inspection Services	\$ 5,440.00	Isaac Kuster
Shade Structure Parts Estimated	\$ 41,040.32	ESP3
Shade Structure Labor Estimated	\$ 21,055.00	Park Associates
Architect Phase III	\$ 39,320.00	Axia Architects
<u>Estimated Additional Contribution needed for Fund 40 from Fd 01</u>	<u>\$ 131,327.69</u>	

GRAVENSTEIN UNION SCHOOL DISTRICT



Jennifer Schwinn, Superintendent
3840 Twig Avenue
Sebastopol, CA 95472
707-823-7008 (v)
707-823-2108 (f)
Email: jschwinn@grav.k12.ca.us

Board of Trustees
Jim Horn, Board President
Desiree Beck, Board Clerk
Gregory Appling, Board Member
Steve Schwartz, Board Member
Sandra Wickland, Board Member

Measure M Bond

\$3,000,000

Issued

May 2013

and

Measure M Bond

\$3,000,000

Issued

May 2015

Continuing Disclosure Annual Report

Fiscal Year ended

June 30, 2016

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I. Introduction

The Gravenstein Union School District (“District”) hereby provides its continuing disclosure annual report pursuant to the Continuing Disclosure Agreements in connection with the following financing for the fiscal year ended June 30, 2015 (“Annual Report”):

Exhibit 1 Financings Gravenstein Union School District	
Base CUSIP	Financing
389062	General Obligation Bonds, Election of 2012, Series A
	General Obligation Bonds, Election of 2012, Series B

II. Audited Financial Statements

The District’s audited financial statements for the fiscal year ended June 30, 2016 have been submitted separately to EMMA (Electronic Municipal Market Access).

III. Adopted Budget

The District’s adopted budget for fiscal year 2016-17 has been submitted separately to EMMA (Electronic Municipal Market Access).

IV. Average Daily Attendance

The following exhibit displays Average Daily Attendance for the District.

Exhibit 2 Average Daily Attendance Gravenstein Union School District	
Fiscal Year	Average Daily Attendance
2015-16	702

⁽¹⁾ Second Period Report, does not include the County supplement
Source: Gravenstein Union School District, Audited Financial Statement dated June 30, 2016

V. Pension Plan Contributions

See the District’s audited financial statements for fiscal year ended June 30, 2016, which have been submitted separately to EMMA, for information regarding pension plan contributions to California State Teachers’ Retirement System (CalSTRS) and California Public Employees’ Retirement System (CalPERS) for the preceding fiscal year.

VI. Short-Term Borrowing

During the year ended June 30, 2016, the District did not have any short term borrowing.

Source: Gravenstein Union School District Audited Financial Statements dated June 30, 2016.

VII. Lease Obligations

The District has entered into various operating leases for copiers with lease terms in excess of one year. None of these agreements contain purchase options. All agreements contain a termination clause providing for cancellation after a specified number of days written notice to lessors, but it is unlikely that the District will cancel any of the agreements prior to the expiration dates.

Source: Gravenstein Union School District Audited Financial Statements dated June 30, 2016.

VIII. Long-Term Obligations

Changes in Long-Term Debt

The following is a summary of changes in long-term debt:

Exhibit 5					
Changes in Long Term Debt					
Gravenstein Union School District					
	Balance July 1, 2015	Additions	Deletions	Balance June 30, 2016	Due in One Year
General Obligation Bonds	\$6,811,000		\$ 193,000	\$ 6,618,000	\$ 196,000
Bond Premium	272,179		10,050	262,129	\$ 10,050
Other Post Employment Benefits	369,429	125,036	9,775	484,690	
Net Pension Liability-CalSTRS	3,547,308	(78,188)		3,469,120	
Net Pension Liability-CalPERS	523,708	268,573		792,281	
Totals	<u>\$11,523,624</u>	<u>\$ 315,421</u>	<u>\$ 212,825</u>	<u>\$11,626,220</u>	<u>\$ 206,050</u>

Source: Gravenstein Union School District Audited Financial Statement dated June 30, 2016, Note 10, page 51.

Bonded Debt

The outstanding general obligation bonded debt is as follows:

Exhibit 6 Bonded Debt Gravenstein Union School District							
Issue Date	Interest Rate %	Maturity Date	Amount of Original Issue	Outstanding July 1, 2015	Issued in Current Year	Redeemed in Current Year	Outstanding June 30, 2016
2012	3.20	2024	1,105,000	916,000	0	93,000	823,000
2013	2.00-4.00	2044	3,000,000	2,895,000	0	100,000	2,795,000
2015	2.00-5.00	2043	3,000,000	<u>3,000,000</u>	<u>0</u>	<u>0</u>	<u>3,000,000</u>
Totals			<u>\$7,105,000</u>	<u>\$6,811,000</u>	<u>\$ 0</u>	<u>\$ 193,000</u>	<u>\$6,618,000</u>

Source: Gravenstein Union School District Audited Financial Statement dated June 30, 2016, Note 6, page 37.

IX. General Fund Revenues and Expenditures from Audited Financial Statements

**Exhibit 7
General Fund Revenues and Expenditures from
FY 2014-15 Audited Financial Statements
Gravenstein Union School District**

	<u>Actual</u>
REVENUES	
LCFF Sources	
State Apportionment	\$ 4,558,078
Local Sources	<u>2,679,891</u>
Total LCFF Sources	7,237,969
Federal Source	122,567
Other State Sources	778,636
Other Local Sources	<u>542,412</u>
Total Revenues	<u>8,681,584</u>
EXPENDITURES	
Certificated Salaries	3,238,979
Classified Salaries	532,325
Employee Benefits	1,229,869
Books and Supplies	377,132
Services and Other Operating Expenditures	808,633
Capital Outlay	1,790
Other Outgo	<u>79,737</u>
Total Expenditures	<u>6,268,465</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,413,119
Net Financing Sources (Uses)	<u>(10,565)</u>
Net Increase (Decrease) in Fund Balance	2,402,554
Fund Balance – Beginning	7,589,598
Fund Balance – Ending	<u>\$ 9,992,152</u>

Source: Gravenstein Union School District Audited Financial Statement dated June 30, 2016, page 55

X. General Fund Revenues and Expenditures from Adopted Budget

**Exhibit 8
 FY 2016-17 General Fund Adopted Budget
 Gravenstein Union School District**

	Adopted Budget
REVENUES	
LCFF Sources	\$ 6,026,307
Federal Source	144,505
Other State Sources	464,888
Other Local Sources	<u>440,394</u>
Total Revenues	<u>7,076,094</u>
EXPENDITURES	
Certificated Salaries	3,403,181
Classified Salaries	549,968
Employee Benefits	1,283,187
Books and Supplies	407,310
Services and Other Operating Expenditures	994,599
Capital Outlay	25,000
Other Outgo	<u>88,440</u>
Total Expenditures	<u>6,751,685</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	324,409
Net Financing Sources (Uses)	<u>(49,766)</u>
Net Increase (Decrease) in Fund Balance	274,643
Fund Balance – Beginning	<u>8,050,821</u>
Fund Balance – Ending	<u>\$ 8,325,464</u>

Source: Gravenstein Union School District 2016-17 Adopted Budget

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XI. Secured Tax Charges and Delinquencies

Sonoma County does not report secured tax charges and delinquencies for individual districts. The County operates a Teeter Plan and it has not changed.

XII. Assessed Valuation

The exhibit below shows the assessed valuation of taxable properties in the District.

Exhibit 11 Assessed Valuations Gravenstein Union School District				
Fiscal Year	Local Secured	Utility	Unsecured	Total
2016-17	\$830,066,517	\$0	\$10,250,184	\$840,316,701

Source: California Municipal Statistics, Inc.

Exhibit 12 Largest 2016-17 Local Secured Taxpayers Gravenstein Union School District			
Property Owner	Primary Land Use	Assessed Valuation	% of Total (1)
1. Hall Sonoma Vineyard LP	Vineyards	\$8,375,811	1.01%
2. Vidinsky Gravenstein LLC	Warehouse	5,769,850	0.70
3. Pinot Hill LLC	Vineyards	3,773,253	0.45
4. Michael R. and Aimee T. Mitchell	Residence	2,607,287	0.31
5. William D. Grasse Trust	Residence	2,576,138	0.31
6. Guggiana Family Partnership	Vineyards	2,148,731	0.26
7. Steven T. and Helen C. Mosiman Trust	Residence	2,143,022	0.26
8. Kate R. Schaffner Trust	Residence	2,102,121	0.25
9. Susan Jean and William Louis Wenks Jr. Trust	Residence	2,098,578	0.25
10. Dara Rip Trust	Residence	2,015,849	0.24
11. Carol Ann Molln	Residence	1,888,000	0.23
12. Grow Gardens LLC	Residence	1,762,453	0.21
13. Michael W. and Linda Sutliff	Residence	1,682,222	0.20
14. Steven O. Sidener	Residence	1,589,000	0.19
15. Ronald and Teri Lynn Witek Trust	Residence	1,586,358	0.19
16. Louie I. Mughannam Trust	Residence	1,581,612	0.19
17. Vacu-Dry Company	Light Industrial	1,507,912	0.18
18. Denise K. Looney Trust	Wedding Venue	1,500,722	0.18
19. Tony and Rochelle Golobe	Residence	1,499,480	0.18
20. Ronald A. and Nancy J. Crain	Residence	1,474,000	0.18

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(1) 2016-17 Local Secured Assessed Valuation: \$830,066,517

Source: California Municipal Statistics, Inc.

V #

Gravenstein Union School District



The Virtualization & IT Solution Experts

48383 Fremont Blvd. #122 Fremont CA 94538

Bill To:

Gravenstein Union School District / Wanda Holden
3840 Twig Ave.

Sebastopol, CA. 95472

w Holden@grav.k12.ca.us

Date: March 20, 2017

Quote #: 032017-2 Gravenstein USD Chromebook

AM: Michael Bernacchi

Phone: 510-933-7552

Email: michaelb@kiscc.com

QUOTE VALID FOR 30 DAYS				
PN	DESCRIPTON	QTY	PRICE	EXT. PRICE
8J6092	N23 Yoga Chromebook, MTK 8173c ARM CPU , 11.6 HD IPS Touch Display, Chrome OS, 4 GB Memory, 32GB EMMC, Marvel WIFI 2X2 AC + BT4.1, 1.0M HD Camera, 3 Cell 44 WH Battery, Keyboard, 1 Year Mail in Warranty	90	266.66	23,999.40
VZ0160	Google Chrome OS Management Console License, Education	90	\$26.40	\$2,376.00
CA Fee	California Recycling Fee for Displays under 15 Inches	90	\$5.00	\$450.00

Prepared by:

Michael Bernacchi

michaelb@kiscc.com

510-933-7552

SUBTOTAL: \$26,825.40

EST. TAX: \$2,110.03

SHIPPING: \$275.00

TOTAL: \$29,210.43

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QUOTE



V I.

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

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

QUOTE TO:

Gravenstein Union School District
Wanda Holden
3840 Twig Avenue
Sebastopol, CA 95472

DATE: 4/7/2017

QUOTE #: 17-1848

REP: jesse@nsp3.com

PROJECT: Gravenstein Elementary

TERMS: Net 30 from Shipment

Main #: 707.823.7008
Fax #:
Email: wholden@grav.k12.ca.us

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
2	Valley School Shelters	VSS DSA	20' x 30' DSA Approved Double Post/Single Slope Walkway Cover 26 ga Mega Rib Metal Roof 26 ga 1-5/8" Cee Trim 12' - 0" Roof Height and Top of Post 10' - 4" Beams @ Posts 1/4:12 - Roof Pitch 20lb Framing 4 - Posts Includes: Fasteners & Brackets Factory Painted Roof & Trim All Powdercoated Posts Unpainted "C" channel galvanized beams All materials will come with Mill Certs, and Certificates of compliance to be submitted to the lab and Inspector of Record. (Does not include Install or Painting of Covers)	18,484.00	36,968.00T
2	Valley School Shelters	ADD ON	Rain Gutters and Downspouts	662.00	1,324.00T
1	Valley School Shelters	ENG	Standard Engineering (Expedited Option - \$1075.00)	975.00	975.00
		NPP	NPP Discount Vendor ID: VQ1D316 NPP Member ID: 2036961	-2,748.69	-2,748.69
		Shipping	Freight	1,406.00	1,406.00
		Equip Only	Equipment only. Installation and offloading to be supplied by others.		
		Offloading	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.		
		DSA-2	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others		
		DSA-4	Fabrication cannot begin until customer has provided supplier with proof of DSA approval		

QUOTE GOOD FOR 30 DAYS

SUBTOTAL	\$37,924.31
SALES TAX (8.75%)	\$3,116.01
TOTAL	\$41,040.32

Representative Authorized to Order: _____

SIGNED QUOTE REQUIRED TO ORDER

Date: _____

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)

Offloading and installation are customer's responsibility.

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

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V I

Featured Contract

Government. FireRescue. Law Enforcement.
Education. Nonprofit.

PRODUCT SPECIFICS

NSP3 provides products for park and playground projects including:

- Site amenities
- Fabric shade & metal shelters
- Safety surfacing
- Sports equipment
- Outdoor fitness
- Outdoor musical instruments
- Custom concrete playgrounds
- Misc. park equipment
- Aquatic play

Pricing Details

This contract offers up to an 8% discount off retail pricing. For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price list and other information can be found on the NSP3 vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on purchase order



NPPGov

NPPGov offers publicly solicited and awarded contracts to government entities nationwide. Members are eligible to piggy-back these contracts for public procurement purchases.

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What we do

National Purchasing Partners Government Division (NPPGov) is a cooperative purchasing organization based in Seattle, WA that offers publicly solicited contracts to government entities nationwide. Our contracts have been solicited to vendors and awarded by a lead public agency. Membership is free and there are no minimum purchasing requirements.

NPPGov serves five markets: Government, Education, Fire Rescue, Law Enforcement, and Non Profit. FireRescue GPO and Law Enforcement GPO are programs of NPPGov and focus on the Fire Rescue and Law Enforcement markets. All members, regardless of market, have access to a broad range of publicly solicited contracts with discounted pricing. Additionally, NPPGov provides live customer service five days a week with a team dedicated to assisting members through all stages of the purchasing process.

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- No cost to members
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- Communications & Technology
- Custom Office Interiors
- Data Equipment & Accessories
- Electrical Products
- EMS & Medical Supplies
- Energy Efficient Products
- Exhaust Removal Systems

- Maintenance, Repairs & Operations
- Fire Apparatus
- Firefighting & Rescue Equipment
- Apparel and Wildland Gear
- Furniture
- GPS Fleet Management
- Law Enforcement Equipment & Accessories
- Lighting Equipment & Accessories
- Office Supplies & Equipment
- Park & Playground Equipment

- Safety Equipment
- School Supplies & Equipment
- Security Equipment & Accessories
- Site Amenities
- Sports Equipment
- Tires
- Utility Vehicles and more...

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Gravenstein Union School District

Board Policy

Use Of School Facilities

BP 1330

Community Relations

***Note: Education Code 38133 mandates that the Governing Board develop rules and regulations related to the management, direction, and control of school facilities. Pursuant to Education Code 38130-38138 (the Civic Center Act), school facilities are civic centers and, under certain circumstances, members of the school community must be allowed to use them for specified purposes. In granting access for use of school facilities to district residents and community groups, the Board must be careful to avoid discriminating against certain individuals, groups, or viewpoints and thereby violating constitutional requirements, including free speech rights. In Good News Club v. Milford Central School, the U.S. Supreme Court held that the school district violated the club's free speech rights when it denied the club use of school facilities for after-school meetings because of the religious nature of the meetings. ***

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 6145.5 - Student Organizations and Equal Access)

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

***Note: Pursuant to Education Code 38133, the Board is mandated to develop rules and regulations which must include the items specified below for the management, direction, and control of school facilities. ***

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

***Note: The following paragraph is optional and may be modified to reflect district practice.

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

***Note: The following optional paragraph may be modified to reflect district practice. A district may enter into an agreement with another entity for the joint use of school facilities or grounds. For considerations to guide the development of such an agreement, see BP 1330.1 - Joint Use Agreements. Any district interested in entering into any such agreement is also encouraged to review CSBA's policy brief Maximizing Opportunities for Physical Activity Through Joint Use of Facilities and CSBA's publication Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement for tips regarding successful collaboration, information about funding sources for joint use, suggested components of joint use agreements, model agreements, and additional resources. ***

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

(cf. 1330.1 - Joint Use Agreements)

Fees

***Note: Education Code 38134 authorizes districts to charge an amount "not exceeding" direct costs for the use of school facilities or grounds by community groups and entities. Pursuant to 5 CCR 14041, as added by Register 2014, No. 19, the Board is required to adopt a fee schedule that specifies the hourly fee to be charged by the district either for specific school facilities and grounds or for types or categories of school facilities or grounds (e.g., all gymnasiums or playgrounds), when the district chooses to charge fees for community use of

school facilities and grounds. ***

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

(cf. 9320 - Meetings and Notices)

***Note: In addition, Education Code 38134 mandates each district to adopt a policy specifying the activities and organizations that shall be charged an amount not to exceed direct costs. 5 CCR 14037-14041, as added by Register 2014, No. 19, contain specific rules adopted by the State Board of Education for determining "direct costs" to be charged for use of school facilities and grounds. ***

***Note: The options below provide suggestions on how districts that choose to charge up to direct costs may categorize activities and organizations for that purpose. Option 1 is for use by districts that choose to charge an amount "not exceeding" direct costs to all community groups. Option 2 is for use by districts that choose to grant free use to nonprofit groups organized to promote youth and school activities but charge other groups an amount "not exceeding" direct costs. Option 3 is for use by districts that grant free use to school-related organizations only. ***

***Note: However, regardless of the option chosen, there is an exception for the use of school facilities and grounds for religious services, as noted below. ***

OPTION 1: (Amount not exceeding direct costs to all community groups)

The Board believes that the use of school facilities or grounds should not result in costs to the district. The Superintendent or designee shall charge all groups granted the use of school facilities or grounds under the Civic Center Act an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134) The Gravenstein Magnet Program Foundation and Gravenstein Schools Foundation shall be exempt from fees.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

In determining direct costs to be charged for community use of each, or each type of, school facility or grounds, the Superintendent or designee shall calculate, in accordance with 5 CCR 14038, the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds

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However, capital direct costs shall not be charged to organizations retained by the district or school to provide instruction or instructional activities to students during school hours or for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs. (5 CCR 14037)

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)

2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services of district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

***Note: The following optional paragraph applies to districts that choose to discount direct cost fees based on the type or category of the applicant, such as to groups with tax-exempt status as authorized pursuant to 5 CCR 14041, added by Register 2014, No. 19. ***

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

***Note: Education Code 38134 requires the district to charge fair rental value when facilities are used for fundraising activities which are not beneficial to youth, public school activities, or charitable purposes, under the conditions specified below. "Fair rental value" is defined as direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity. ***

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Expending Funds Collected as Capital Direct Costs

***Note: Pursuant to 5 CCR 14042, added by Register 2014, No. 19, funds collected as capital direct costs must be expended as specified in the following optional paragraph. ***

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Legal Reference:
EDUCATION CODE
10900-10914.5 Community recreation programs
32282 School safety plan

37220 School holidays
38130-38138 Civic Center Act, use of school property for public purposes
BUSINESS AND PROFESSIONS CODE
25608 Alcoholic beverage on school premises
GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act
MILITARY AND VETERANS CODE
1800 Definitions
CODE OF REGULATIONS, TITLE 5
14037-14042 Proportionate direct costs for use of school facilities and grounds
UNITED STATES CODE, TITLE 20
7905 Equal access to public school facilities
COURT DECISIONS
Good News Club v. Milford Central School, (2001) 533 U.S. 98
Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384
Cole v. Richardson, (1972) 405 U.S. 676
Connell v. Higgenbotham, (1971) 403 U.S. 207
ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167
Ellis v. Board of Education, (1945) 27 Cal.2d 322
ATTORNEY GENERAL OPINIONS
82 Ops.Cal.Atty.Gen. 90 (1999)
79 Ops.Cal.Atty.Gen. 248 (1996)

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief,
February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community
Engagement, 2009

WEB SITES

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

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

(11/06 4/13) 8/14

**ADOPTED: November 9, 2005
September 10, 2008
February 12, 2014
January 14, 2015**

**GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, California**

Gravenstein Union School District

Administrative Regulation

Use Of School Facilities

AR 1330

Community Relations

Note: The following administrative regulation is mandated for the management, direction, and control of school facilities, pursuant to Education Code 38133.

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Note: The California Supreme Court has determined that the requirements of Education Code 38135 and 38136 are unconstitutional (ACLU v. Board of Education of City of Los Angeles). Although these provisions have not been repealed, districts are advised not to require any oath affirming that the group does not intend to take actions leading to the overthrow of the government.

Note: Other types of oaths have been held constitutionally acceptable. The California Supreme Court upheld the use of an oath that the individual or group does not intend to use school premises to commit unlawful acts (ACLU v. Board of Education), and the U.S. Supreme Court has upheld affirmative loyalty oaths for public employees, expressing a promise to support the federal and state constitutions (Connell v. Higgenbotham; Cole v. Richardson). The accompanying Exhibit provides a sample "Facilities Use Statement." The following paragraph is optional.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest

***Note: An Attorney General Opinion (79 Ops.Cal.Atty.Gen. 248 (1996)) found unconstitutional the section of Education Code 38131 which provides that a board may grant the use of school facilities to a

religious group to conduct services only when the religious group has no other suitable meeting place. Although Attorney General opinions do not carry the force of law, they are given deference by the courts in the case of legal challenge. Therefore, a district should consult legal counsel before requiring a religious organization to establish that it lacks another suitable meeting place for the conduct of its services in order to rent school facilities. In that same opinion, the Attorney General also determined that Education Code 38131 does not limit the renewability of the temporary use permit for school facilities by a religious organization. Thus, legal counsel should also be consulted before a district refuses to renew a temporary permit. Item #3 below is consistent with the Attorney General's interpretation of Education Code 38131.***

3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center

(cf. 1020 - Youth Services)

Note: Pursuant to Education Code 32282, procedures to allow school facilities to be used by public agencies, such as the Red Cross, for mass care and welfare shelters during an emergency must be included in the comprehensive school safety plan. See AR 0450 - Comprehensive Safety Plan.

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the

Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

Note: Education Code 38131 allows the district to grant use of school facilities for other purposes as deemed appropriate. The district may add any other purposes approved by the Governing Board.

10. Other purposes deemed appropriate by the Governing Board

Restrictions

Note: In adopting rules for the management and control of school facilities, districts must be careful to ensure that they do not impose restrictions that may violate constitutionally protected rights. Generally, court decisions have held that districts may not discriminate on the basis of a group's viewpoint, and thus the use of facilities should be granted on a neutral basis. In *Good News Club v. Milford Central School*, the U.S. Supreme Court held that a district which prohibited a religious club from using school facilities after school hours for activities for which it allowed other community groups to use the school facilities discriminated against the club on the basis of the club's religious viewpoint in violation of the First Amendment to the United States Constitution.

Note: Because federal and state constitutional free speech issues may be involved when a district denies the use of school facilities to certain groups, it is strongly recommended that a district consult with legal counsel before doing so.

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco

(cf. 3513.3 - Tobacco-Free Schools)

Note: Districts may exclude certain facilities from community use for safety or security reasons. Such facilities might include (1) offices or computer rooms containing records and confidential information and (2) science rooms and other rooms containing hazardous chemicals or equipment that cannot be used safely without special knowledge or skills. If desired, those restrictions should be included here. The following paragraph is optional.

The district may exclude certain school facilities from non-school use for safety or security reasons.

Damage and Liability

Note: Pursuant to Education Code 38134, a district is authorized to take the actions specified in the following optional paragraph when damage to school facilities or grounds occurs from use by a nonprofit group, organization, club, or association that promotes youth and school activities.

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Note: Education Code 38134 distinguishes the liability and insurance obligations of nonprofit groups, clubs, and associations that promote youth and school activities from those of the district. The district is liable for any injuries resulting from its negligence in the ownership and maintenance of its facilities and grounds and must bear the cost of insuring against these risks and defending itself from related claims.

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

Note: Pursuant to Education Code 38134, groups that promote youth and school activities cannot be required to sign hold harmless and indemnification agreements agreeing to defend and indemnify the district against liability arising during the group's use of school facilities to the extent that the agreement requires the group to assume liability for the district's negligence. The statute is unclear as to whether the district can require "non-youth-related groups" to indemnify the district from any and all injuries resulting from the use of the facilities. Districts wishing to create such an agreement should consult legal counsel.

Note: Because hold harmless agreements are only as strong as the groups' credit, districts should generally require proof of insurance in addition to such agreements. When a hold harmless and indemnification agreement appears necessary for any specific school facilities or a specific event, the district's risk manager, insurance carrier, or legal counsel should tailor it to the situation.

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

(3/04 11/06) 4/13

Adopted: November 9, 2005
September 10, 2008
February 12, 2014

GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, CA

GRAVENSTEIN UNION SCHOOL DISTRICT
Use of School Facilities
 Gravenstein Elementary School and Hillcrest Middle School

No alcohol, tobacco products, drugs or drug paraphernalia are allowed on campus at any time. Use of any room, field, etc. by any Gravenstein Union School District groups pre-empts use. A \$200.00 cleaning deposit is required upon acceptance of facility use Application. The District Facility Coordinator will refund this fee upon satisfactory inspection of facility after the last scheduled use. Multiple dates – check with Facility Coordinator for possible conflicts.

Type of Event _____ Date(s) of Event _____
 Hours of Facility Use: _____ Facility Requested _____
 Total Hours: _____ User Group Name _____
 Authorized Contact Name _____ Address _____
 Telephone _____ City _____ Zip _____
 Primary purpose of the organization _____ Non-Profit ___ For Profit ___
 Do you plan to charge admission or collect contributions or fees? ___ Yes ___ No
 What are the proceeds to be used for? _____ Do you plan to serve food? ___ Yes ___ No

The applicant agrees that to the best of his/her knowledge, the organization on whose behalf she/he is making application for use of school facilities upholds the state and federal constitutions and does not intend to use the school premises to commit unlawful acts.

The undersigned party fully understands that the Gravenstein Union School District does not provide, nor does it have available, any health or accident insurance for users of the school district's facilities and that events such as sports/athletics, performances, assemblies, etc. must produce a certificate of insurance with the district named as additionally insured, and be attached to the Facility Use Application, in the following amounts: Provide a copy of co-insured, One-half million dollars for a single event and 1 to 2 million dollars for a sequence of events.

Include **Your Insurance Agent's Name and Telephone #** at time of application: _____
 The applicant agrees that at all times the school facilities remain under the control of the agents of the Governing Board of the Gravenstein Union School District.

The undersigned states that, to the best of his/her knowledge, the school property for the use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or for the commission of any crime.

I accept responsibility for meeting the requirements stated herein:

 Signature of Applicant

 Date

References, Names and Numbers

Please list the name and number of the facilities used in the past (use a separate sheet of paper if needed)

Name: _____ Phone #: _____ Dates of previous event: _____ Name: _____
 Phone #: _____ Dates of previous event: _____ Have you
 requested the use of other facilities for this event? ___ Yes ___ No If yes, where _____
 Other pertinent information: _____

Note: The need to use any room, field, etc. by any Gravenstein Union School District group may pre-empt outside users.

Hillcrest Middle School and Gravenstein Elementary School	Cost	# of hrs.
Gymnasium/Multi-Purpose Room	\$60.00 per hour	
with kitchen	\$100.00 per hour	
Performing Arts Theater in Hillcrest Hall	\$800.00 flat rate plus \$500.00 refundable deposit (includes microphone, sound system, spotlight/theater light, Computer Lab use)	
Classroom	\$15.00 per hour	
Field/Baseball Diamond	\$35.00 per hour	
*Custodian (2 hr. minimum)	\$60.00 per hour	
Use of Parking Lot	\$300.00 minimum – up to 3 hours (AN ADDITIONAL \$100.00 per hour will be charged after 3 hours or after 8:00 p.m.)	

Subtotal \$ _____ Fees are for use only.

*Custodial time for set-up, open and close, overtime hourly wages and benefits will be additionally charged (see below).

Fees charged for use of facilities are payable 15 days in advance, unless other arrangements are made with the District Superintendent.

These agreements are subject to change or cancellation when buildings/facilities are needed for school functions.

FOR OFFICE USE ONLY: ___ Cleaning deposit collected ___ No fee charged ___ Proof of Insurance on file ___ No services required

Total Rental Fee for Facility \$ _____ Date billed: _____

Application received by: _____ Date _____ Approved ___ Denied ___

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USE OF SCHOOL FACILITIES

AR 1330

Hold Harmless Agreement

The undersigned agrees that the use of these facilities is at users own risk.

The _____ agrees to and does hereby indemnify and hold harmless the Gravenstein Union School District, its officers, agents and employees from every claim or demand made, from every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

1. Death or bodily injury to person, loss or injury to property, or any loss, damage or expense which may have been sustained by the Gravenstein Union School District or any person, firm or corporation employed by the District upon or in connection with the activity called for in this agreement.
2. Any injury or death of persons or damage to property, any loss or theft sustained by persons, firms or corporations including the user arising from any act of neglect, default, omission, negligence or willful misconduct of user or any person, firm or corporation employed by the user, either directly or by independent contract and attributable in connection with the activity covered by this agreement, on or off the Gravenstein Union School District property.

The user, at its own expense, cost and risk, shall defend any and all actions, suits or other proceeding that may be brought or instituted against Gravenstein Union School District, its officers, agents or employees and shall pay or satisfy any such claim, demand, liability or judgment rendered against the District, its officers, agents, or employees in any action, suit or other proceeding as a result of the activity called for in this agreement.

The user shall, prior to facility use, provide evidence of insurance in the amounts set forth in BP & AR 1330 and Facility Use Application.

FACILITY TO BE USED _____
ACTIVITY: _____

FOR THE USER:
Legal Name: _____
 PLEASE PRINT
Name of Insured: _____
Address: _____
Telephone: _____

FOR THE SCHOOL DISTRICT:
Authorized Agent's Title: _____
Date: _____

Authorized Agent's Signature: _____

Authorized Agent's Signature: _____

SIGNATURE

SIGNATURE

ADOPTED: November 9, 2005

**GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, California**

253

**WINDSOR UNIFIED SCHOOL DISTRICT
PRIORITY OF USE AND FEES FOR USE OF SCHOOL FACILITIES**

Order of Priority

- 1) **WUSD School Activities For WUSD Students**
 - School activities for students are in-house and include school athletic teams, school dances, school assemblies, and school talent shows. School administrator or designee must be present during school-sponsored events.
 - No fees or deposits are required unless the dance or athletic event takes place after normal custodial hours and admission is charged. In this event, custodial fees will be charged to the school site (ASB accounts) at the custodial hourly rate (see Additional Charges on Table of Fees).
- 2) **WUSD Organizations for Students**
 - WUSD organizations formed on behalf of students include joint-use agreements, non-profit organizations, clubs, or associations that promote WUSD youth and school activities. These organizations include School Site Councils, PTA, Boosters (Project Grad), etc.
 - No fees or deposits are required unless the event takes place after normal custodial hours or a special set-up or clean-up is required. In this event, column B will apply.
- 3) **Windsor Youth Related Activities**
 - Windsor youth-related activities within the guidelines of the Civic Center Act all school related organizations or groups affiliated with WSCUHS (school clubs, teacher organizations, PTA, Boosters clubs, Educational Meetings).
 - When a custodian is normally on duty, column A below will apply. If a custodian is not on duty, column B will apply.
- 4) **Local Public Agencies And Groups Not Related To School Or Youth Activities.**
 - This group includes citizens and community groups in accordance with the Civic Center Act: non-profit public, literary, scientific, recreational, educational, or public agency meetings. For example: religious organizations, public agencies, Windsor Fire Department, veterans groups, Santa Rosa Junior College, historical societies, homeowners associations, etc.
 - These groups will be charged the rates in column C.
- 5) **Private Groups And Organizations That Operate Not-For-Profit**
 - This category consists of private groups and organizations that do not charge a registration fee, donation or admission. Examples include weddings, receptions, private gatherings, sports events, birthday parties, etc.
 - These groups will be charged the rates in column C and a \$50 deposit to be applied to costs.
- 6) **For Profit Groups**
 - Examples include antique shows, professional performances, private seminars, workshops, etc.
 - These groups will be charged the rates in column D and a \$50 deposit to be applied to costs.

Facility Use Fees-Hourly Rate

Fee Category→	A (No charge)	B	C	D
Athletic Fields – all schools except WHS	\$10.00	\$10.50	\$36.75	\$47.25
Windsor High School				
Kirkpatrick Stadium	\$40.00	\$42.0	\$63.00	\$210.00
Kirkpatrick Stadium Scoreboard	\$10.00	\$10.50	\$10.50	\$10.50
Baseball Field – natural grass (Varsity)	\$10.00	\$10.50	\$36.75	\$47.25
Baseball Field – natural grass (JV)	\$10.00	\$10.50	\$36.75	\$47.25
Softball Field – natural grass	\$10.00	\$10.50	\$36.75	\$47.25
Field Lights (extra charge – per hour)	\$30.00	\$31.50	\$31.50	\$31.50
Large Gym	\$20.00	\$31.50	\$63.00	\$131.25
Small Gym	\$15.00	\$21.00	\$52.50	\$105.00
Dance Studio	\$10.00	\$15.75	\$47.25	\$78.75
Theatre	\$40.00	\$84.00	\$157.50	\$210.00
Gymnasium – all other schools	\$15.00	\$21.00	\$52.50	\$105.00
Multi-Purpose Rooms – all other schools	\$15.00	\$21.00	\$52.50	\$105.00
Kitchen Use	\$15.00	\$21.00	\$52.50	\$105.00
Media Center/Libraries	\$15.00	\$21.00	\$78.75	\$131.25
Classrooms	\$10.00	\$21.00	\$31.50	\$52.50
Parking Lot Event Use Fees/Open Spaces/Quads	\$10.00	\$21.00	\$36.75	\$47.25

Additional Charges:

1. Custodial Fee minimum \$35 per hour. If a custodian is not on duty, there will be a 4 hour minimum charge of \$140.00. The District reserves the right to require additional custodial/kitchen-use fees as necessary, for setup and/or cleanup. Contact our Facility Use Department for information: (707) 837-7796.
2. Energy Surcharge: Due to accelerating energy costs, the Board of Education shall impose on all groups using school facilities an energy surcharge. The surcharge shall be paid in advance of the use of facilities. Surcharge fees shall be as follows:

<u>Classroom/Library</u>	<u>Gym/Kitchen/Computer Lab/Theatre/Cafeteria</u>
\$10.00 per hour	\$25.00 per hour
\$15.00 per hour	\$50.00 for three or more hours
\$25.00 for six or more hours	
3. WHS kitchen use requires one (1) District Food Service staff person at \$50/hr.
4. Theater technician is required when facility user requires direct contact with equipment in the control room. Fees for Student Technician are \$20/hr and Theater Coordinator fees are \$50/hr.
5. Kirkpatrick Stadium rental requires a 25% down payment in advance. In addition, a Stadium Supervisor is required - \$35/hr and Custodial Fees - \$35/hr.

NON PROFIT (Direct Costs)
FEE SCHEDULE

Fee Comparison

Non Profit - Fee Schedule II		WSC	SRCS	WSD	HSD	Cotati	PET
<i>How rates are charged (unless other wise noted)</i>		HOURLY	3 HOURS	HOURLY	HOURLY	3 HOURS	HOURLY
Standard Classroom		\$ 6.00	\$ 97.00	\$ 36.75	\$ 30.00	\$ 30.00	\$ 10.00
Specialty Classroom (Weight, choral, dance)		\$ 25.00	\$ 170.00	\$ -	\$ 45.00	\$ 50.00	\$ 24.00
Computer Classrooms		\$ -	\$ 108.00	\$ 78.75	\$ 75.00	\$ 50.00	\$ 48.00
School Staff room		\$ -	\$ 99.00	\$ -	\$ -	\$ 30.00	\$ 10.00
Library		\$ 10.00	\$ 130.00	\$ 78.75	\$ 75.00	\$ 40.00	\$ 12.00
Dance		\$ 6.00	\$ 170.00	\$ 47.25	\$ -	\$ 50.00	\$ 24.00
Music Room		\$ 10.00	\$ 170.00	\$ -	\$ -	\$ 50.00	\$ 24.00
Cafeteria or MPR		\$ 25.00	\$ 130.00	\$ 52.50	\$ 50.00	\$ 65.00	\$ 19.00
Kitchen Area		\$ 30.00	\$ 88.00	\$ 52.50	\$ 50.00	\$ 65.00	\$ 24.00
Theater (program) or black box (admission)							
		\$ 150.00	\$ 1,335.00	\$ 157.50	\$ 150.00	\$ 150.00	\$ -
Theater (rehearsal) (no admission)							
		\$ 35.00	\$ 241.00	\$ -	\$ -	\$ 100.00	\$ -
Stage Lighting Fixtures							
		\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -
Make UP room							
		\$ 6.00	\$ -	\$ -	\$ -	\$ -	\$ -
Main Gym weekday evenings (with admission)							
		\$ 10.00	\$ 239.00	\$ 63.00	\$ 60.00	\$ 120.00	\$ 19.00
Main Gym (sat, sun, holidays)* no admission							
		\$ 10.00	\$ 90.00	\$ -	\$ -	\$ 60.00	\$ 19.00
Small Gym							
		\$ 6.00	\$ -	\$ 52.50	\$ 50.00	\$ 50.00	\$ -
Athletic Fields Natural Grass							
		\$ -	\$ 51.00	\$ 36.75	\$ 35.00	\$ -	\$ -
with locker rooms							
		\$ 200.00	\$ -	\$ -	\$ -	\$ 70.00	\$ 441.00
without locker rooms							
		\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ 290.00
Athletic Fields Synthetic							
		\$ -	\$ 77.00	\$ 63.00	\$ -	\$ 90.47	\$ -
Press Box							
		\$ -	\$ -	\$ -	\$ -	\$ 17.50	\$ -
Baseball or other							
		\$ 90.00	\$ 51.00	\$ 36.75	\$ 35.00	\$ 40.00	\$ 10.00
Softball							
		\$ 90.00	\$ 51.00	\$ 36.75	\$ 35.00	\$ 40.00	\$ 9.00
Scoreboard & clock							
		\$ -	\$ 24.00	\$ 10.50	\$ -	\$ 17.50	\$ -
Track - all weather							
		\$ -	\$ 255.00	\$ -	\$ -	\$ -	\$ -
Field Lights							
		\$ 225.00	\$ 153.00	\$ 31.50	\$ 30.00	\$ 10.00	\$ 61.00
Tennis Courts							
		\$ -	\$ 54.00	\$ -	\$ -	\$ 30.00	\$ 12.00
Blacktop (quad areas)							
		\$ -	\$ 50.00	\$ 36.75	\$ 35.00	\$ -	\$ -
Parking Lot							
		\$ -	\$ 49.00	\$ 36.75	\$ 35.00	\$ 40.00	\$ 10.00
Supply replacement fee							
		\$ -	\$ 7.00	\$ -	\$ -	\$ -	\$ -
Energy Surcharge							
Cism, Lib, Dance, Music, Makeup, Weigh Rm							
	Per Hour	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -
	3 Hours	\$ 15.00	\$ -	\$ -	\$ -	\$ -	\$ -
	6 Hours	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -
Gym, Kitchen, computer, Theater, Café, Field Lighting							
	per hour	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -
	for 3 or more hours	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -
LABOR Rates (hourly)							
Auditorium Supervisor							
		\$ 15.00	\$ 26.00	\$ 50.00	\$ 50.00	\$ -	\$ -
Clock, Sound, Scoreboard Operator							
		\$ -	\$ -	\$ -	\$ -	\$ 38.00	\$ -
Custodial (regular hours)							
		\$ 30.00	\$ 26.00	\$ 35.00	\$ 35.00	\$ 30.00	\$ 35.00
Custodial (after hours)							
		\$ 30.00	\$ 46.00	\$ 35.00	\$ 35.00	\$ 30.00	\$ 35.00
Food Service Workers for Kitchen Use							
		\$ 22.00	\$ 36.00	\$ 50.00	\$ 50.00	\$ -	\$ 30.00
Gym Supervisor							
		\$ -	\$ 35.00	\$ -	\$ -	\$ -	\$ -
Stadium Supervisor							
		\$ -	\$ 29.00	\$ -	\$ -	\$ -	\$ -
Student Labor (aud lights/board/curtains)							
		\$ 15.00	\$ 10.00	\$ 20.00	\$ 20.00	\$ -	\$ -
hourly rate		add this cost to field use					
per use rate		includes field/lights per hours					

APPLICATION AND PERMIT FOR USE OF SCHOOL FACILITIES

DATE _____
 Organization _____ Telephone _____
 Represented Officially by (Name/Title) _____ Bus _____ Cell _____
 Mailing Address _____ City _____ Zip _____
 Email Address _____

SCHOOL /SITE REQUESTED:

- | | | | | |
|-------------------------|--|---|---|---|
| <u>FACILITY</u> | <input type="checkbox"/> Softball (JV)(V) | <input type="checkbox"/> Baseball (JV)(V) | <input type="checkbox"/> Men's Locker Rms | <input type="checkbox"/> Women's Locker Rms |
| | <input type="checkbox"/> Synthetic Turf | <input type="checkbox"/> Field Lights | <input type="checkbox"/> Stadium RR's | <input type="checkbox"/> Press Box/Score Board |
| | <input type="checkbox"/> Track | <input type="checkbox"/> snack bar | <input type="checkbox"/> Gym - large | <input type="checkbox"/> Gym - small |
| | <input type="checkbox"/> Theater (lighting) | <input type="checkbox"/> Classroom ____ | <input type="checkbox"/> Library | <input type="checkbox"/> Dance/Weight/Music Rms |
| | <input type="checkbox"/> Tennis courts | <input type="checkbox"/> Parking Lot | <input type="checkbox"/> Other _____ | |
| | <input type="checkbox"/> Cafeteria or Kitchen (Supplemental Form Required) | | | |
| <u>EQUIPMENT</u> | <input type="checkbox"/> chairs ____ | <input type="checkbox"/> tables ____ | <input type="checkbox"/> microphone(s) | <input type="checkbox"/> Score Board |
| | <input type="checkbox"/> other _____ | | | |

Expected Attendance _____ Nature or Type of use/Title of Play _____
 If fee is to be charged, state specifically what proceeds are to be expended for: _____

Dates one meeting only series of meetings Circle : M T W TH F SA SU

Month/Day/Years/Hours _____

The applicant agrees to hold the West Sonoma County Union High School District (WSCUHSD), its Governing Board, officers; agents and employees free and harmless from any loss, damage, liability, costs, or expenses caused by any act or omission of the applicant herein or of the guests, servants, employees or assigns of the applicant herein. Applicant must provide Certificate of Insurance naming the WSCUHSD as an additional insured.

The applicant agrees that at all times the school facilities remain under the control of the agents of the Governing Board of the WSCUHSD schools. The undersigned states that, to the best of his/her knowledge, the school property for the use of which application is hereby made will not be used for the commission of any acts which is prohibited by law, or for the commission of any crime including, but not limited to, the crime specified in Sections 11400 to 11401 of the Ca Penal Code.

If application is for a youth group using district facilities without charge, your signature below verifies that no alternative non-district facilities are available.

I have read the Facility Use Contract relating to use of school facilities and accept responsibility for meeting the requirements stated herein:

Signature/Date

For School District Use Only

_____ Signature of School District Representative	<u>FEE's:</u> Facility Rate _____ Custodial _____ Supervisor _____ Energy Surcharge _____ Custodial Supply _____ Other Charges _____
--	---

Copies to: Applicant Site AD's Custodian added to Facilities Calendar

FEE SCHEDULE FOR COMMUNITY USE

Charges shall be made in accordance with the following hourly fee schedule:

	<u>Fee Schedule I</u> School Related (WSCUHSD)	<u>Fee Schedule II</u> Youth Organizations (WSCUHSD)	<u>Fee Schedule III</u> Direct Costs Non- Profit Tax Exempt	<u>Fee Schedule IV</u> Fair Rental Value Commercial
Regular Classroom	No Charge	\$6.00	\$22.00	\$38.00
Computer Classroom		\$20.00	\$31.00	\$37.00
Weight/Dance Room/Music/Make up		\$22.00	\$40.00	\$ 70.00
Libraries		\$20.00	\$50.00	\$75.00
Cafeteria		\$15.00	\$50.00	\$75.00
Kitchen Area		\$20.00	\$30.00	\$50.00
Analy Theatre**				
- Rehearsal Sessions		\$30.00	\$90.00	\$100.00
- Performances		\$120.00	\$200.00	\$225.00
- Stage Lighting Per Performance		\$175.00	\$250.00	\$300.00
Parking Lot		\$15.00	\$25.00	\$35.00
Blacktop (quad areas)		\$15.00	\$27.00	\$45.00
Gymnasium**				
- Main Gym		\$27.00	\$65.00	\$90.00
- Small Gym		\$21.00	\$55.00	\$80.00
Stadium **				
- Synthetic Field Athletic games/practice***		\$45.00	\$110.00	\$150.00
- Synthetic Field Events other than athletic***		\$65.00	\$150.00	\$200.00
- Locker Rooms		\$20.00	\$40.00	\$60.00
- Field Lights per use		\$150.00	\$160.00	\$180.00
- Track all weather		\$35.00	\$70.00	\$105.00
- Press Box w scoreboard/clock		\$5.00	\$10.00	\$15.00
Grass Fields				
- Practice		\$8.00	\$25.00	\$55.00
- Games		\$10.00	\$30.00	\$60.00
Supply Replacement Fee (per use)		\$5.00	\$7.00	\$10.00

Labor Rates (hourly) All Uses

Custodial (regular hours)*	\$30.00
Custodial (after hours)*	\$40.00
Food Service Workers for Kitchen Use*	\$22.00
Gym Supervisor	\$30.00
Stadium Supervisor	\$30.00
Theater Supervisor	\$30.00
Sound/Lightening Tech	\$15.00
Student Labor (aud lights/board/curtains)	\$10.00 or equivalent to minimum wage

*Requires minimum 2 hours
 **May require gym, stadium or theater supervisor
 *** The permit holder will be solely responsible for the professional cleaning of the stadium (\$3,000) if the field is left in a condition that warrants cleaning. The District reserves the right to determine cleaning needs in advance of any large use of the fields.

Approved: August 24, 1993
 Revised 6/16/94; 10/20/94, 2/25/04, 8/25/04, 1/28/09, 03/02/16
 Reviewed: 11/15/94

WEST SONOMA COUNTY UHSD
 Sebastopol, California

Community Relations

USE OF SCHOOL FACILITIES

The Governing Board recognizes that district facilities are a community resource whose primary purpose is to be used for school programs and activities. The Board authorizes the use of school facilities by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities.

The Superintendent or designee shall give priority to West Sonoma County Union School District (WSCUHSD) school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be approved in accordance with the order of priority list below and then on a first-come, first served basis.

Order of Priority

1. WSCUHSD School Activities for WSCUHSD Students
 - School activities for students are in-house and include school athletic teams, open gym, school dances, school assemblies, school talent shows etc. School administrator or designee must be present during school-sponsored events.
 - No fees or deposits are required unless the event takes place after normal custodial hours, admission is charged and they are non league events such as playoffs or tournaments. In this event, custodial fees will be charged to the school site at the custodial hourly rate.

2. WSCUHSD Organization for Students
 - WSCUHSD organizations formed on behalf of students include joint-use agreements, non-profit organizations, clubs, or associations that promote WSCUHSD youth and school activities. These organizations include but may not be limited to School Site Council, PTA, Foundation, Alumni Associations, Boosters, Project Grad etc.
 - No fees or deposits are required unless the event takes place after normal custodial hours or a special set-up or clean-up is required. In this event custodial fees will be charged at the custodial hourly rate.

3. WSCUHSD Youth Related Activities
 - WSCUHSD youth-related activities include non-profit organizations or clubs, or associations that promote youth activities. Those groups include but may not be limited to Youth Football & Cheer, Youth Softball, Youth Little League, Youth Soccer, Youth Basketball, and all other youth related activities.
 - Also, school site sports camps, provided by District coaches where students are charged to participate.
 - Fee Structure II applies

4. Local Public Agencies and Groups Not Related to School or Youth Activities
 - This group includes citizens and community groups in accordance with the civic Center Act: non-profit public, literary, scientific, recreational, education, or public agency meetings. For Example: Kiwanis club, religious organization, public agencies, Police and Fire Departments, veterans groups, Santa Rosa Junior College, Sonoma County Office of Education, historical societies, homeowner's associations etc.
 - Fee Structure III applies
5. Private Groups and Organization That Operate Not-For-Profit
 - This category consists of private groups and organizations that do not charge a registration fee, donation or admission. Examples include weddings, receptions, private gatherings, sporting events, birthday parties etc.
 - Fee Structure III applies.
6. For Profit Groups
 - Examples include professional performances, private seminars, workshops etc.
 - Fee Structure IV applies.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

(cf. 1330.1 - Joint Use Agreements)

The Board believes that the use of school facilities or grounds should not result in costs to the district. The Superintendent or designee shall charge all groups granted the use of school facilities or grounds under the Civic Center Act an amount not exceeding direct

costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

The Board shall grant the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041.

Fair Rental Value

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the District's students (Education Code 38134).

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation Programs

38130-38138 Civic Center Act: use of school property for public purposes

79 Ops.Cal.Atty.Gen 248 (1996)

ACLU of So. Calif. V. Board of Education of Los Angeles, (1961) 55 Cal. 2d 167

ACLU of So. Calif. V. Board of Education of San Diego, (1961) 55 Cal. 2d 906

ACLU of So. Calif. V. Board of Education of Los Angeles, (1963) 59 Cal. 2d 203

ACLU of So. Calif. V. Board of Education of San Diego, (1963) 59 Cal. 2d 224

Connell v. Higgenbotham, (1971) 403 U.S.. 207, 91 S.Ct. 1772

Lamb's Chapel v. Center Moriches Union Free School District (1993) 113 S. Ct. 2141

Management Resources:

CDE LEGAL ADVISORIES

1101.89 School District Liability and "Hold Harmless" Agreements, LO: 4-89

Adopted: April 9, 1992

Revised: 8/93; 6/94; 3/98; 4/01; 2/25/04, 03/02/16

California

Reviewed: 11/15/94

WEST SONOMA COUNTY UHSD

Sebastopol,

Community Relations

USE OF SCHOOL FACILITIES

Application for Use of Facilities

The Superintendent or designee shall maintain application procedures and regulations for the use of school facilities which:

1. Encourage and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school buildings and on schools grounds and protect school facilities. If necessary, a person may be designated to supervise this task.
3. Ensure that the use of facilities or grounds is not inconsistent with the use of the school facilities or grounds for school purposes and does not interfere with the regular conduct of schoolwork.

Any persons applying for the use of school property on behalf of any society, group or organization shall present written authorization from the group to make the application.

Persons or organizations applying for the use of school facilities shall submit a statement or information indicating that the organization upholds the state and federal constitutions and does not intend to use school premises to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizen and community groups as a civic center for the following purposes (Education Code 38131, 38132):

1. Public, literary, scientific, recreational, educational or public agency meetings.
2. The discussion of matters of general or public interest.
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization.
4. Childcare programs to provide supervision and activities for children of preschool and elementary school age.
5. The administration of examination for the selection of personnel or the instruction of precinct board members by public agencies.
6. Supervised recreational activities including but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.
7. A community youth center
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.
9. Other purposes deemed appropriate by the Governing Board

Restrictions

School facilities shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law.
2. Any use of school facilities or grounds which is inconsistent with the use for school purposes or which interferes with the regular conduct of school or school work.
3. Any use which is discriminatory in the legal sense.
4. Any use, which involves the possession, consumption or sale of alcoholic beverages, or any restricted substances on school property. The use of tobacco products is not allowed on school grounds or in school facilities.
5. Selected facilities may not be used due to safety or security concerns. These facilities include offices and computer rooms that allow access to student and school records and confidential information; science rooms, auto shops, wood and construction areas, maintenance areas that may contain hazardous chemicals or equipment that cannot be used safely without special knowledge or skills.

Damage and Liability

Groups or persons using school facilities shall be liable for any property damage caused by the activity. The Board may charge the amount necessary to repair the damages and may deny the group further use of school facilities and grounds.

Any group using school facilities shall be liable for any injuries resulting from its negligence during such use. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk.

Groups other than those that promote youth and school activities shall be required to include the District as additional insured on their liability policies.

The Superintendent or designee, in consultation with the District's liability insurance carrier, may require a hold harmless agreement when warranted by the type of activity or the specific facility being used.

Fees for Use of School Facilities

Please note school districts are authorized under education code 38134 to charge groups or individuals not affiliated with the school district an amount not to exceed its direct costs for use of its school facilities.

1. **Free Use:** Within the guidelines of the Civic Center Act all school related organizations or groups affiliated with WSCUHSD (school clubs, teacher organizations, PTA, Booster clubs, Educational Meetings) Shall be granted free use. The District Superintendent may impose a fee if the use of school district facilities is deemed to be excessive. Excessive use may include situations where significant custodial time is required for set up, breakdown, and clean up. Significant use of utility services will result in the application of the district's energy surcharge.
2. **Fair Rental Value Fee:** Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. Fair rental value included direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity.

Approved: August 24, 1993

Revised: 6/16/94; 10/20/94, 2/25/04, 03/02/16

Reviewed: 11/15/94

WEST SONOMA COUNTY UHSD

Sebastopol, California