

**Form D: School Site Council Membership**

*Education Code* Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the through the Consolidated Application, by the school site council. The current make-up of the school site council is as follows.<sup>2</sup>

Names of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Jennifer Schwinn/Keri Pugno/David Fichera	X				
Dan Dexter		X			
Beth Hass		X			
Beth Trivunovic		X			
Brian Sposato			X		
Michele Gray				X	
Linda Block				X	
Terese Hillborn				X	
Vacant					
Vacant					
Numbers of members of each category	1	3	1	3	

<sup>2</sup> At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

**Form E: Recommendations and Assurances**

The school site council recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The school site council is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The school site council reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the school plan requiring board approval.
3. The school site council sought and considered all recommendations from the following groups or committees before adopting this plan (**Check those that apply**):
  - School Advisory Committee for State Compensatory Education Programs
  - English Learner Advisory Committee
  - Community Advisory Committee for Special Education Programs
  - Gifted and Talented Education Program Advisory Committee
  - Other (*list*)
4. The school site council reviewed the content requirements for school plans of programs included in this *Single Plan for Student Achievement* and believes all such content requirements have been met, including those found in district governing board policies and in the LEA Plan.
5. This school plan is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This school plan was adopted by the school site council at a public meeting on: 2/28/18.

Attested:

Jennifer Schwinn  
Typed name of District Supt.

  
Signature of District Supt.

2/28/18  
Date

Dan Dexter  
Typed name of SSC chairperson

  
Signature of SSC chairperson

3-5-18  
Date



V C

# Gravenstein Union School District

## 2018-2019 Calendar

**July 2018**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**Aug-18**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**September 2018**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	26	27	28	29	30

**October 2018**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**November 2018**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**December 2018**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- August**  
 13 & 14 Teacher Work Day  
 15 Students Return
- September**  
 3 Labor Day  
 10 Local holiday (Rosh Hashanah)  
 13 Early Release Day #1  
 27 Day 30  
 28 Early Release Day #2
- October**  
 5 Conferences - Progress Reports  
 11 Early Release Day #3  
 25 Early Release Day #4
- November**  
 8 Day 60 - End 1st Trimester  
 12 Veteran's Day  
 21-23 Thanksgiving Break  
 20 1st Trimester Report Cards
- December**  
 13 Early Release Day #5  
 24-31 Winter Break
- January**  
 1-4 Winter Break  
 9 Day 90 - 2nd Progress Reports  
 10 Early Release Day #6  
 21 Martin Luther King, Jr Day  
 24 Early Release Day #7
- February**  
 7 Early Release Day #8  
 11 Lincoln's Birthday  
 18 Presidents' Day  
 21 Early Release Day #9  
 25 Day 120 - End 2nd Trimester
- March**  
 7 Early Release Day #10  
 8 2nd Trimester Report cards  
 18-22 Spring Break
- April**  
 11 Early Release Day #11  
 16 Day 150 - 3rd Trimester Progress  
 19 & 22 Local Holiday (Easter)  
 25 Early Release Day #12
- May**  
 9 Early Release Day #13  
 27 Memorial Day  
 29 Early Release Day #14  
 30 Minimum Day  
 31 Minimum Day  
 31 Last day of School  
 31 3rd Trimester Report cards

**January 2018**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**February 2018**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

**March 2018**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**April 2018**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**May 2018**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**June 2018**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Trimesters:		
1st	11/8/2018	60 days
2nd	2/25/2019	60 days
3rd	5/31/2019	60 days

- Legend:**  
 □ Legal Holiday  
 □ Teacher Work Day  
 △ End of Trimester  
 Local Holiday  
 Minimum Day

183 Days - Certificated  
 180 Days - Students

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West Sonoma County Union High School District  
2018-2019 SCHOOL YEAR CALENDAR

**Appendix D**  
**DRAFT**

Board Approved:

Month Year	S	M	T	W	Th	F	S	Quarter-Semester/Holidays/ Staff Development	Days of Instruction	Cert. Emp. Workdays	School Year Employee Workdays	Class. Emp. Workdays	Class. Paid Holidays
JULY 2018	1	2	3	(4)	5	6	7	July 4 Independence Day					
	8	9	10	11	12	13	14						
	15	16	17	18	19	20	21						
	22	23	24	25	26	27	28						
	29	30	31									21	1
AUG				1	2	3	4	Aug. 13 Aug. 14 Aug. 15 Aug. 16					
	5	6	7	8	9	10	11						
	12	*13*	*14*	#15#	16	17	18						
	19	20	21	22	23	24	25						
	26	27	28	29	30	31		12	15	14	23	0	
SEPT							1	Sept. 3 Labor Day Holiday					
	2	(3)	4	5	6	7	8						
	9	10	11	12	13	14	15						
	16	17	18	19	20	21	22						
	23	24	25	26	27	28	29						
	30							19	19	19	19	1	
OCT		1	2	3	4	5	6	Oct. 8 Non Student Day Potential Professional Develop. for Certificated Staff Non workday for Classified School Year Employees					
	7	8	9	10	11	12	13						
	14	15	16	17	18	19	20						
	21	22	23	24	25	26	27						
	28	29	30	31				22	22	22	23	0	
NOV					1	2	3	Nov. 12 Nov. 19-23 Nov. 22 Nov. 21&23					
	4	5	6	7	8	9	10						
	11	(12)	13	14	15	16	17						
	18	19	20	[21]	(22)	[23]	24						
	25	26	27	28	29	30							
								16	16	16	18	4	
DEC							1	Dec. 20 End of the 1st Semester (83 days) Dec. 21 to Jan. 4 Winter Break Dec. 25&26 Holidays					
	2	3	4	5	6	7	8						
	9	10	11	12	13	14	15						
	16	17	18	19	20	21	22						
	23	24	(25)	[26]	27	28	29						
	30	31						14	14	14	19	2	
JAN 2019	6	#7#	(1)	[2]	3	4	5	Jan. 1 Jan. 2 Jan. 7 Jan. 21					
	13	14	15	16	17	18	19						
	20	(21)	22	23	24	25	26						
	27	28	29	30	31								
FEB						1	2	Feb. 11 Feb. 18					
	3	4	5	6	7	8	9						
	10	(11)	12	13	14	15	16						
	17	(18)	19	20	21	22	23						
	24	25	26	27	28			18	18	18	18	2	
MAR						1	2	Mar. 18-25 Spring Break					
	3	4	5	6	7	8	9						
	10	11	12	13	14	15	16						
	17	18	19	20	21	22	23						
	24	25	26	27	28	29	30						
	31							15	15	15	21	0	
APR		1	2	3	4	5	6	Apr. 22 Non Student Day/Teacher/ Classified School Year Workday					
	7	8	9	10	11	12	13						
	14	15	16	17	18	19	20						
	21	22	23	24	25	26	27						
	28	29	30					21	21	21	22	0	
MAY					1	2	3	May 27 Memorial Day					
	5	6	7	8	9	10	11						
	12	13	14	15	16	17	18						
	19	20	21	22	23	24	25						
	26	(27)	28	29	30	31							
								22	22	22	22	1	
JUNE							1	June 6 June 6 Graduation End of the 2nd Semester (97 days)					
	2	3	4	5	6	7	8						
	9	10	11	12	13	14	15						
	16	17	18	19	20	21	22						
	23	24	25	26	27	28	29						
		30											
									180	184	182	246	14

GRADUATION: Laguna 10:00 a.m., El Molino 5:00 p.m.; Analy 7:00 p.m.; West County Middle School

( ) = Legal Holiday [ ] = Local Holiday \*\* = Staff Development/Workday ^^ = Professional Development ## = Teacher Workday

District Office closed on Holidays specified above. School Offices closed Holidays, Summer, Winter and Spring Breaks.

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**SANTA ROSA CITY SCHOOLS**  
**2018 - 2019 INSTRUCTIONAL CALENDAR**  
**DRAFT**

*Tentative Agreement includes two Professional Development Days*

*Instructional Days to equal 180*

*Total Workdays to equal 185*

YEAR	M	T	W	Th	F		ELEM. Days of Instruction	SECONDARY Days of Instruction	Non Instructional Days	Professional Development Days	Certificated Employees Workdays	
JULY 2018	2	3	4	5	6							
	9	10	11	12	13							
	16	17	18	19	20							
	23	24	25	26	27							
	30	31										
AUGUST			1	2	3	Aug. 10 Site Meeting Day						
	6	7	8	9	10	Aug. 13 Proposed PD Day	13	13	2	1	16	
	13	14	15	16	17	Aug. 14 Teacher Workday (Non-Instructional)						
	20	21	22	23	24	Aug. 15 School Opens/First Instructional Day						
	27	28	29	30	31							
SEPT.	3	4	5	6	7	Sept. 3 Labor Day Holiday						
	10	11	12	13	14	Sept. 11 Back to School Night-Elementary Schools	19	19	0	0	19	
	17	18	19	20	21	Sept. 12 Back to School Night-Middle Schools						
	24	25	26	27	28	Sept. 13 Back to School Night-High Schools						
OCT.	1	2	3	4	5	Oct. 1-5 Parent Conferences						
	8	9	10	11	12	Oct. 12 End of first quarter	23	23	0	0	23	
	15	16	17	18	19	22-Oct Elementary Report Card window opens						
	22	23	24	25	26							
	29	30	31									
NOV.			1	2	3	Nov. 2 Elementary First Trimester ends						
	5	6	7	8	9	Nov. 12 Veterans Day Holiday (observed)	16	16	0	0	16	
	12	13	14	15	16	Nov. 13 Elementary Report Card Window Closes 5 PM						
	19	20	21	22	23	Nov. 19-20 Non-Instructional/Non-Work Day for SY employees						
	26	27	28	29	30	Nov. 21 Local Holiday						
						Nov. 22 Thanksgiving Day Holiday						
						Nov. 23 Local Holiday						
DEC.	3	4	5	6	7	Dec. 18-20 Minimum Days: Final Exams High School Only						
	10	11	12	13	14	Dec. 21 Teacher Workday/Pupil Holiday: Secondary only	15	14	1	0	15	
	17	18	19	20	21	Dec. 21 Instructional Day: Elementary			(Secondary Only)			
	24	25	26	27	28	Dec. 21 End of second quarter						
	31					Dec. 24-31 Winter Recess	86 Inst. Days	85 Inst. Days	3 non Inst.	1 PD	89 Wk Days	
JAN. 2019	1	2	3	4		Jan. 1-4 Winter Recess						
	7	8	9	10	11	Jan. 21 Martin Luther King's Day	18	18	0	0	18	
	14	15	16	17	18							
	21	22	23	24	25							
	28	29	30	31								
FEB.					1	Feb. 11 Lincoln's Day Holiday						
	4	5	6	7	8	Feb. 12 Elementary Report Card Window Opens	18	18	0	0	18	
	11	12	13	14	15	Feb. 18 President's Day						
	18	19	20	21	22	Feb. 22 Elementary 2nd Trimester ends						
	25	26	27	28								
MARCH					1	March 4 Elementary Report Card Window Closes 5 PM						
	4	5	6	7	8	March 15 End of third quarter	16	16	0	0	16	
	11	12	13	14	15	March 18-22 Spring Break						
	18	19	20	21	22							
	25	26	27	28	29							
APRIL	1	2	3	4	5	April 11 Proposed PD Day						
	8	9	10	11	12		21	21	0	1	22	
	15	16	17	18	19							
	22	23	24	25	26							
	29	30										
MAY			1	2	3	May 23 Elementary Open House						
	6	7	8	9	10	May 27 Memorial Day	21	22	1	0	22	
	13	14	15	16	17	May 29-31 Minimum Day: Final Exams Secondary Only			(Elementary Only)			
	20	21	22	23	24	May 30 Final Instructional Day: Elementary						
	27	28	29	30	31	May 30 End of Trimester						
						May 31 Final Instructional Day: Secondary						
JUNE	3	4	5	6	7							
	10	11	12	13	14							
	17	18	19	20	21							
	24	25	26	27	28							
<b>TOTALS</b>							<b>180</b>	<b>180</b>	<b>3</b>	<b>2</b>	<b>185</b>	

Board approved:  
 Effective: July 1, 2018

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Legal Holiday ○  
 Non-instruction/Non-workday ○  
 Local Holiday □  
 End of Trimester ▲  
 End of Quarter △  
 Professional Dev. Day ◇





V D

# Current GUSD Version

**Bylaws of the Board**

BB 9322(a)

## **AGENDA/MEETING MATERIALS**

Note: Government Code 54954.2 requires Board meeting agendas to briefly describe each item to be discussed, including closed session items, and states that a brief general description of an item generally need not exceed 20 words.

Governing Board meeting agendas shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

*(cf. 9320 - Meetings and Notices)*  
*(cf. 9321 - Closed Session Purposes and Agendas)*

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5, Government Code 54954.3)

*(cf. 9323 - Meeting Conduct)*

### **Agenda Preparation**

Note: Education Code 35145.5 mandates the Board to adopt reasonable regulations which ensure that members of the public can place matters directly related to school district business on the agenda of Board meetings. The regulation may also contain a procedure to insure the proper functioning of the Board meeting; see BB 9323 - Meeting Conduct.

The following procedure, including the timelines, may be revised to reflect district practice. Districts are free to establish their own timelines for placing an item on the agenda, taking into account staff time and resources, as long as the established timeline is a reasonable one.

The Superintendent, as Secretary to the Board, in consultation with the Board president, shall prepare the agenda for each regular and special meeting.

*(cf. 9121 - President)*  
*(cf. 9122 - Secretary)*



**AGENDA/MEETING MATERIALS (continued)**

Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and be submitted to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

The Board president and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item, informational item or consent item.

When an item properly posted for a regular meeting is continued to a subsequent meeting, it may not be on the agenda of the subsequent meeting if the subsequent meeting occurs within five days. The Board shall publicly identify the item before discussing it. (Government Code 54954.2)

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

*(cf. 9323.2 - Actions by the Board)*

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

- (cf. 1312.1 - Complaints Concerning District Employees)*
- (cf. 1312.2 - Complaints Concerning Instructional Materials)*
- (cf. 1312.3 - Uniform Complaint Procedures)*
- (cf. 1340 - Access to District Records)*
- (cf. 3320 - Claims and Actions Against the District)*
- (cf. 5144.1 - Suspension and Expulsion/Due Process)*

**AGENDA/MEETING MATERIALS (continued)**

**Consent Items**

Note: If a consent agenda is used, the Board may establish a bylaw which clarifies its use and purpose. The following two paragraphs are **optional**.

In order to promote efficient meetings, the Board may act upon more than one item by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature or items for which no Board discussion is anticipated and for which the Superintendent recommends approval.

In accordance with law, the public has a right to comment on any consent item. At the request of any member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item.

**Agenda Dissemination**

Note: The following paragraphs are **optional** and should be modified to reflect district practice.

A copy of the agenda shall be forwarded to each Board member at least three days before each regular meeting, together with the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, citizens and others; and other available documents pertinent to the meeting.

When special meetings are called, the Superintendent and president shall make every effort to distribute the agenda and support materials to Board members as soon as possible.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to request additional information on agenda items.

Note: Pursuant to Government Code 54954.1, as amended by SB 138 (Ch. 253, Statutes of 1997), any person may request that the district mail him/her a copy of the agenda or agenda packet. The request must be in writing and must be renewed annually.

The Superintendent or designee shall mail a copy of the agenda, or a copy of all the documents constituting the agenda packet, to any person who

**AGENDA/MEETING MATERIALS (continued)**

requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

**Note:** The following optional paragraph is for use by districts that charge a fee for mailing the agenda or agenda packet pursuant to Government Code 54954.1. The fee shall not exceed the cost of providing the service.

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee as determined by the Superintendent or designee.

**Legal Reference:**

**EDUCATION CODE**

35144 *Special meetings*

35145 *Public meetings*

35145.5 *Right of public to place matters on agenda*

**GOVERNMENT CODE**

53635.7 *Separate item of business*

54954.1 *Mailed agenda of meeting*

54954.2 *Agenda posting requirements; board actions*

54954.3 *Opportunity for public to address legislative body*

54954.5 *Closed session item descriptions*

54956.5 *Emergency meetings*

54957.5 *Public records*

Adopted: March 11, 2004

GRAVENSTEIN UNION SCHOOL DISTRICT  
Sebastopol, California

# CSBA Sample

## Board Bylaw

### Agenda/Meeting Materials

BB 9322

#### Board Bylaws

##### Agenda Content

\*\*\*Note: Government Code 54954.2 requires Governing Board meeting agendas to briefly describe each item to be discussed, including closed session items, and states that a brief general description of an item generally need not exceed 20 words. For information regarding the different types of meetings and meeting location requirements, see BB 9320 - Meetings and Notices. For agenda requirements regarding closed session agenda items, see BB 9321 - Closed Session Purposes and Agendas.\*\*\*

Governing Board meeting agendas shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)

(cf. 9321- Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

\*\*\*Note: Pursuant to Government Code 54957.5, when agenda materials are distributed to the Board less than 72 hours before a meeting, the agenda must include the address of the location where the public can inspect those agenda materials. Also see section below entitled "Agenda Dissemination to Members of the Public."\*\*\*

Each meeting agenda shall list the address designated by the Superintendent or designee for public inspection of agenda documents that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

\*\*\*Note: Government Code 54954.2 requires that the agenda include information



regarding how, when, and to whom a request for a disability-related accommodation or modification may be made. See BB 9320 - Meetings and Notices. The following paragraph should be modified to reflect district practice as to when and to whom such a request should be made.\*\*\*

The agenda shall specify that an individual should contact the Superintendent or designee if he/she requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting. (Government Code 54954.2)

#### Agenda Preparation

\*\*\*Note: Education Code 35145.5 mandates that the Board adopt reasonable regulations to ensure that members of the public can place matters directly related to school district business on Board meeting agendas. In *Mooney v. Garcia*, a California appeals court reaffirmed boards' discretion in determining what agenda items are related to school district matters.\*\*\*

\*\*\*Note: The following section, including the timelines, should be revised to reflect district practice. Districts are free to establish their own timelines for placing an item on the agenda, taking into account staff time and resources, as long as the established timeline is a reasonable one. In *Caldwell v. Roseville Joint Union High School District*, a federal district court upheld a district bylaw requiring members of the public to submit a written request in order to place items on a meeting agenda. The plaintiff had alleged that his First Amendment rights were violated when the district did not place his item on the agenda in response to his oral request because the district disagreed with his religious beliefs. However, the court held that the district's bylaw requiring that requests first be made in writing was content-neutral and thus a reasonable restriction.\*\*\*

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning.

(cf. 0000 - Vision)  
(cf. 0200 - Goals for the School District)  
(cf. 9121 - President)  
(cf. 9122 - Secretary)

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation.

The Board president and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote, an information item that does not require immediate action, or a consent item that is routine in nature and for which no discussion is anticipated.

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf. 1312.3 - Uniform Complaint Procedures)
- (cf. 1312.4 - Williams Uniform Complaint Procedures)
- (cf. 3320 - Claims and Actions Against the District)
- (cf. 5144.1 - Suspension and Expulsion/Due Process)

#### Consent Agenda/Calendar

\*\*\*Note: The following optional section is for boards that use the consent agenda or calendar to take action on matters of a routine nature for which discussion may not be necessary. It is important for such boards to limit the use of the consent agenda to noncontroversial matters and to establish rules that help ensure that any use of the consent agenda does not reduce transparency in the board's conduct of district business or result in violation of the open meeting laws. In addition, boards should be aware that, by law, certain items may not be placed on the consent agenda. For example, pursuant to Government Code 54960.2, as added by SB 1003 (Ch. 732, Statutes of 2012), a board's decision to approve or rescind its unconditional commitment to refrain from taking certain actions in violation of the Brown Act must be made as a separate item and not on the consent agenda. See BB 9323.2 - Actions by the Board.\*\*\*

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent



agenda. Consent agenda items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval.

When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered. However, the agenda need not provide an opportunity for public comment when the consent agenda item has previously been considered at an open meeting of a committee comprised exclusively of all the Board members provided that members of the public were afforded an opportunity to comment on the item at that meeting, unless the item has been substantially changed since the committee considered it. (Government Code 54954.3)

#### Agenda Dissemination to Board Members

\*\*\*Note: The following section is optional and should be modified to reflect district practice. Pursuant to Government Code 6252.7, when the Board, in the conduct of its duties, is authorized by law to access any writing of the district, including agenda and supporting documents, the district is prohibited from discriminating between or among Board members as to when and which records will be made available.\*\*\*

\*\*\*Note: CSBA's Agenda Online, an electronic board meeting agenda service for use by districts and county offices of education, allows development of and access to Board meeting agendas, supporting documents, and minutes from any computer that has Internet access. Further information can be found on CSBA's web site.\*\*\*

At least three days before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, citizens, and others; and other available documents pertinent to the meeting.

When special meetings are called, the Superintendent or designee shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the meeting.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the

subject matter jurisdiction of the Board.

(cf. 9012 - Board Member Electronic Communications)

#### Agenda Dissemination to Members of the Public

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

\*\*\*Note: Government Code 54957.5 requires that when agenda materials are distributed to the Board less than 72 hours before a regular meeting, the district must also make the documents available for public inspection, as specified below. However, only those documents that are "public records" under the Public Records Act and which relate to an agenda item scheduled for the open session portion of a regular meeting need to be made available for inspection.\*\*\*

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board, provided the document is a public record under the Public Records Act. The Superintendent or designee may also post the document on the district's web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting. (Government Code 54957.5)

(cf. 1113 - District and School Web Sites)  
(cf. 1340 - Access to District Records)

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

\*\*\*Note: Pursuant to Government Code 54954.1, upon request, the agenda and supporting documentation must be made available in appropriate alternative formats to persons with a disability, as required under the Americans with Disabilities Act (42 USC 12132). Examples of alternative formats, also referred to as "auxiliary aids and services," are listed in 28 CFR 36.303 and include audio recordings or Braille materials.\*\*\*

Upon request, the Superintendent or designee shall make the agenda, agenda

packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

\*\*\*Note: The following optional paragraph is for use by districts that charge a fee for mailing the agenda or agenda packet. Government Code 54954.1 authorizes districts to charge a fee for mailing the agenda or agenda packet as long as the fee does not exceed the cost of providing the service. Pursuant to Government Code 54957.5, a surcharge may not be imposed for providing the agenda and other public record documents in alternative formats to persons with disabilities.\*\*\*

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Legal Reference:

EDUCATION CODE

35144 Special meetings

35145 Public meetings

35145.5 Right of public to place matters on agenda

GOVERNMENT CODE

6250-6270 Public Records Act

53635.7 Separate item of business

54954.1 Mailed agenda of meeting

54954.2 Agenda posting requirements; board actions

54954.3 Opportunity for public to address legislative body

~~54954.5 Closed session item descriptions~~

54956.5 Emergency meetings

54957.5 Public records

54960.2 Challenging board actions; cease and desist

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective communications

36.303 Auxiliary aids and services

COURT DECISIONS

Mooney v. Garcia, (2012) 207 Cal.App.4th 229

Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dist. LEXIS

66318

Management Resources:

CSBA PUBLICATIONS

Call to Order: A Blueprint for Great Board Meetings, 2015

The Brown Act: School Boards and Open Meeting Laws, rev. 2014

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, rev. 2003

WEB SITES

CSBA, Agenda Online: <http://www.csba.org>

California Attorney General's Office: <http://www.oag.ca.gov>

(11/02 3/08) 11/12

## Current GUSD Version

Bylaws of the Board

BB 9324(a)

### MINUTES AND RECORDINGS

The secretary of the Governing Board shall keep minutes and record all official Board actions. (Education Code 35145, 35163)

(cf. 9323.2 - Actions by the Board)

Note: Although Government Code 54957.2 permits keeping minutes of closed sessions, districts should consult with their legal counsel before making it a practice to do so. Government Code 54960 as amended by SB 36 (Ch. 1137, Statutes of 1993) allows the court to remedy certain violations of the Brown Act by compelling the Board to tape record its closed sessions. See 9323.2 - Actions by the Board.

Copies of the minutes of each regular or special meeting shall be distributed to all Board members with the agenda for the next regular meeting.

Any minutes or recordings kept for Board meetings held in closed session shall be kept separate from the minutes or recordings of regular and special meetings. Minutes or recordings of closed sessions are not public records. (Government Code 54957.2)

(cf. 1340 - Access to District Records)

(cf. 9321.1 - Closed Session Actions and Reports)

Official Board minutes and recordings shall be stored in a fire-proof location.

### Recording of Votes

Motions or resolutions shall be recorded as having passed or failed. Individual votes shall be recorded unless the action was unanimous. All motions and Board resolutions shall be numbered consecutively from the beginning of each fiscal year.

### Video or Audio Recording

A video or audio tape recording may be made at any Board meeting. The presiding officer shall announce that a recording is being made at the beginning of the meeting, and the recorder shall be placed in plain view of all persons present, insofar as possible.



**MINUTES AND RECORDINGS (continued)**

Note: As amended by SB 36 (Ch. 1137, Statutes of 1993), Government Code 54953.5 clarifies that any tape or film record of an open meeting made by the district is a public record which may not be destroyed for 30 days and must be made available for public inspection on a district recorder without charge.

Recordings made during regular or special Board meetings are public records. They shall be kept for at least 30 days and upon request shall be made available for inspection by members of the public on a district recorder without charge. (Government Code 54953.5)

*Legal Reference:*

EDUCATION CODE

35145 *Public meetings*

35163 *Official actions, minutes and journals*

35164 *Vote requirements*

PENAL CODE

632 *Unlawful to intentionally record a confidential communication without consent of all parties to the communication*

GOVERNMENT CODE

54957.2 *Closed sessions; clerk; minute book*

54960 *Violations and remedies*

Adopted: March 11, 2004

GRAVENSTEIN UNION SCHOOL DISTRICT  
Sebastopol, California



# CSBA Sample

## Board Bylaw

### Minutes And Recordings

BB 9324

#### Board Bylaws

\*\*\*Note: The following optional bylaw should be modified to reflect district practice. \*\*\*

The Governing Board recognizes that maintaining accurate minutes of Board meetings provides a record of Board actions for use by district staff and the public and helps foster public trust in Board governance.

(cf. 9000 - Role of the Board)  
(cf. 9005 - Governance Standards)  
(cf. 9323 - Meeting Conduct)

The secretary of the Board shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request. (Education Code 35145, 35163)

(cf. 1340 - Access to District Records)  
(cf. 9122 - Secretary)  
(cf. 9323.2 - Actions by the Board)

\*\*\*Note: Pursuant to Government Code 54952.2, a majority of the Governing Board must be present at a meeting in order to hear, discuss, or deliberate on any matter within the subject matter jurisdiction of the Board. Thus, the minutes should reflect any occasion on which a member is not present for the entire meeting in order to document that a majority of the Board remained in attendance throughout the meeting. \*\*\*

The minutes shall reflect which members are present and whether a member is not present for part of the meeting due to late arrival and/or early departure.

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion, but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.

The minutes shall include the specific language of each motion and the names of

the Board members who made and seconded the motion.

\*\*\*Note: Pursuant to Government Code 54953, as amended by SB 751 (Ch. 257, Statutes of 2013), in addition to publicly reporting any action taken, the minutes must note the vote or abstention of each member present for the action. \*\*\*

The minutes shall also report any action taken and the vote or abstention on that action of each member present. (Government Code 54953)

The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address.

The Superintendent or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda for the next regular meeting. The Board shall approve the minutes as circulated or with necessary amendments.

\*\*\*Note: The following optional paragraph is for use by districts which have their approved minutes signed by a Board officer or designee and should be modified to reflect the appropriate position. \*\*\*

Upon approval by the Board, the minutes shall be signed by

\_\_\_\_\_  
\*\*\*Note: Pursuant to 5 CCR 16023, minutes and official actions of the Board must be classified and retained in accordance with 5 CCR 16022. See BP/AR 3580 - District Records. \*\*\*

\*\*\*\*Note: CSBA's Agenda Online, an electronic board meeting agenda service, allows for the development, storage, and access to Board meeting agendas, supporting documents, and minutes from any computer with Internet access. Further information can be found on CSBA's web site. \*\*\*

Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.

(cf. 3580 - District Records)

\*\*\*Note: Although Government Code 54957.2 permits keeping of minutes for closed sessions, districts should consult with legal counsel before making it a practice to do so. Should a court determine that a district has violated the Brown Act, Government Code 54960 allows the court to compel the Board to record its closed sessions. See BB 9323.2 - Actions by the Board. \*\*\*

Any minutes or recordings kept for Board meetings held in closed session shall be kept separately from the minutes or recordings of regular and special

meetings. Minutes or recordings of closed sessions are not public records.  
(Government Code 54957.2)

(cf. 9321.1 - Closed Session Actions and Reports)

#### Recording or Broadcasting of Meetings

\*\*\*Note: The following optional section addresses the recording or broadcasting of meetings made by or directed by the district. \*\*\*

\*\*\*\*Note: Pursuant to Government Code 54953.5 and 54953.6, any person attending an open meeting may record or broadcast the meeting, unless the Board makes a reasonable finding that the recording or broadcast cannot continue without noise, illumination, or obstruction of view which would persistently disrupt the meeting. See BB 9323 - Meeting Conduct for language regarding recording by the public. \*\*\*

The district may tape, film, or broadcast any open Board meeting. The Board president shall announce that a recording or broadcasting is being made at the direction of the Board at the beginning of the meeting and, as practicable, the recorder or camera shall be placed in plain view of meeting participants.

Any district recording may be erased or destroyed 30 days after the meeting. Recordings made at the direction of the Board during a meeting are public records and, upon request, shall be made available for inspection by members of the public on district equipment without charge. (Government Code 54953.5)

#### Legal Reference:

##### EDUCATION CODE

35145 Public meetings

35163 Official actions, minutes and journals

35164 Vote requirements

##### GOVERNMENT CODE

54952.2 Meeting defined

54953 Meetings

54953.5 Audio or video recording of proceedings

54953.6 Broadcasting of proceedings

54957.2 Closed sessions; clerk; minute book

54960 Violations and remedies

##### PENAL CODE

632 Unlawful to intentionally record a confidential communication without consent

##### CODE OF REGULATIONS, TITLE 5

16020-16027 Classification and retention of records

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2014

Guide to Effective Meetings, rev. 2007

WEB SITES

CSBA, Agenda Online: <http://www.csba.org>

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## 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](mailto:jschwinn@grav.k12.ca.us)

**Board of Trustees**

Jim Horn, Board President  
Desiree Beck, Board Clerk  
Gregory Appling, Member  
Jennifer Koelemeijer, Member  
Steve Schwartz, Member

March 14, 2018

### RECOMMENDATION OF THE DISTRICT SUPERINTENDENT CONCERNING REDUCTION OF CERTIFICATED SERVICES FOR THE 2018-19 SCHOOL YEAR

Dear Governing Board:

I, Jennifer Schwinn, District Superintendent, GRAVENSTEIN UNION SCHOOL DISTRICT, hereby recommend to this Board that as of the end of the 2017-18 school year, the following particular kinds of services now being provided by the District be reduced or discontinued as follows:

1. Eliminate the equivalent of .57 (F.T.E.) Music & Math Instruction

Based upon the reduction or discontinuance of the particular kinds of services set forth above, it will be necessary to decrease the number of certificated employees in the District by the equivalent of .57 (F.T.E.) full-time positions for the ensuing 2018-19 school year. It is further my recommendation that you authorize and direct me, or my designee, to initiate and pursue those procedures necessary not to reemploy the equivalent of .57 (F.T.E.) full-time equivalent certificated employees of this District pursuant to Education Code sections 44949 and 44955 because of such reduction or discontinuance of services.

Respectfully submitted,

\_\_\_\_\_  
District Superintendent



**BEFORE THE GOVERNING BOARD OF THE  
GRAVENSTEIN UNION SCHOOL DISTRICT  
SONOMA COUNTY, CALIFORNIA**

In the Matter of the Reduction or     )     RESOLUTION NO. 180314-1  
Discontinuance of Certain             )  
Particular Kinds of Services for     )  
the 2018-19 School Year             )

WHEREAS the Board hereby finds that it is in the best interest of the GRAVENSTEIN UNION SCHOOL DISTRICT that, as of the end of the 2017-18 school year, certain particular kinds of services now being provided by the District be reduced or discontinued as follows:

1. Eliminate the equivalent of .57 (F.T.E.) Music & Math Instruction

WHEREAS, in the opinion of the Governing Board of this District it is necessary by reason of the aforementioned reduction and discontinuance of services to decrease the number of certificated employees by the equivalent of .57 (F.T.E.) full-time equivalent employees for the 2018-19 school year;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the GRAVENSTEIN UNION SCHOOL DISTRICT that, as of the end of the 2017-18 school year the foregoing particular kinds of services now being provided by said District be and hereby are reduced to the extent hereinabove set forth.

BE IT FURTHER RESOLVED that the District Superintendent or Superintendent's designee, be and hereby is authorized and directed to initiate and pursue procedures necessary not to reemploy the equivalent of .57 (F.T.E.) full time equivalent certificated employees of this District pursuant to Education Code sections 44949 and 44955 because of said reduction and discontinuance of services.

The foregoing Resolution was adopted by the Governing Board of the GRAVENSTEIN UNION SCHOOL DISTRICT on the \_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
President, Governing Board

I, \_\_\_\_\_, Clerk of the Governing Board of the GRAVENSTEIN UNION SCHOOL DISTRICT do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its meeting held on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Clerk, Governing Board



VI C

### Consolidated Application for Funding Categorical Aid Programs, 2018 Winter Submission

*Certification:* I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and, I agree to have the use of these funds received and/or audited according to the standards and criteria set forth in the California Department of Education's Federal Program Monitoring (FPM) Manual. Legal assurances for all the programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those, which a waiver has been obtained or requested. A copy of all waivers or requests is on the file. I certify that actual ink signatures for this page are on file.

Signature of authorized representative

Terri Les Schwin

Supr

2/26/18

Date

**2017-18 Title I, Part A LEA Allocation**

The purpose of this data collection is to calculate the full Title I, Part A allocation available to the LEA.

**CDE Program Contact:**

Sylvia Hanna, Title I Policy and Program Guidance Office, [shanna@cde.ca.gov](mailto:shanna@cde.ca.gov), 916-319-0948

**Nonprofit Private School Equitable Services Percentage Calculation**

Total participating nonprofit private school low income students	
Total participating attendance area low income students	
Percent of nonprofit private school low income students for equitable service calculations	0.00%

**Title I, Part A LEA Allocations**

2017-18 Title I, Part A entitlement	\$48,348
Transferred-in amount	\$0
Title I, Part A entitlement after transfers	\$48,348
<b>Note:</b> In order for the 2016-17 allowable carryover amount to be pre-populated, the 2016-17 Title I, Part A Carryover data collection should be completed and saved before beginning data entry on this data collection.	
2016-17 Allowable Carryover  (Allowable values are the 12 month 2016-17 carryover amount or, whichever is less either the 15 month 2016-17 carryover amount or 15% of the 2016-17 entitlement plus transferred-in amount)	\$0
Repayment of funds	\$0
2017-18 Total allocation	\$48,348
Nonprofit private school equitable services proportional share amount	\$0
Total allocation after nonprofit private school equitable services proportional share amount	\$48,348
Indirect cost reservation	\$2,091
Administrative reservation	\$5,161
2017-18 Title I, Part A adjusted allocation	\$41,096
<b>Indirect Cost and Administration Calculation Tool</b> To help determine allowable indirect cost and administrative reservations, based on the LEA's approved indirect cost rate, as defined on the Indirect Cost Rates Web page at <a href="http://www.cde.ca.gov/fg/ac/ic/">http://www.cde.ca.gov/fg/ac/ic/</a> , below are recommended values.	
2017-18 Approved indirect cost rate	4.52%
Maximum allowable indirect cost reservation	\$2,091
Recommended administration reservation	\$5,161

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2017-18 Title I, Part A Reservations**

To report LEA required and authorized reservations before distributing funds to schools.

**CDE Program Contact:**

Lana Zhou, Title I Policy and Program Guidance Office, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956  
 Rina DeRose, Title I Policy and Program Guidance Office, [RDeros@cdca.gov](mailto:RDeros@cdca.gov), 916-323-0472

**Required Reservations**

Parent and Family Engagement (1% of the entitlement if greater than \$500,000.)	\$0
School parent and family engagement	\$0
LEA parent and family engagement	\$0
Direct or indirect services to homeless children, regardless of their school of attendance	\$50
Local neglected institutions Does the LEA have local institutions for neglected children?	No
Local neglected institutions reservation	
Local delinquent institutions Does the LEA have local institutions for delinquent children?	No
Local delinquent institutions reservation	
Public school Choice transportation (Only applies to students previously transferred under NCLB.)	\$50

**Authorized Reservations**

Other authorized activities	
-----------------------------	--

**Reservation Summary**

Title I, Part A adjusted allocation	\$41,096
Total required reservations	\$100
Total authorized reservations	\$0
Allocation after reservations	\$40,996
School parent and family engagement set-aside	\$0
Amount available for Title I, Part A school allocations	\$40,996

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



**2016-17 Title I, Part A Carryover**

Report only expenditures for fiscal year 2016-17 allocation to determine funds to be carried over to fiscal year 2017-18.

**CDE Program Contact:**

Kevin Donnelly, Title I Policy and Program Guidance Office, [kdonnelly@cde.ca.gov](mailto:kdonnelly@cde.ca.gov), 916-319-0942  
 Rina DeRose, Title I Policy and Program Guidance Office, [RDerosc@cde.ca.gov](mailto:RDerosc@cde.ca.gov), 916-323-0472

**2016-17 Carryover Calculation**

2016-17 Title I Part A Entitlement	\$55,246
Transferred in	\$0
Title I Part A available allocation	\$55,246
Expenditures and obligations from July 1, 2016 through June 30, 2017 (12 Months)	\$49,530
Carryover as of June 30, 2017	\$5,716
Carryover percent as of June 30, 2017	10.35%
Expenditures and obligations from July 1, 2016 through September 30, 2017 (15 Months)	\$55,246
Carryover as of September 30, 2017	\$0
Carryover percent as of September 30, 2017	0.00%

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2017-18 Title I, Part A School Allocations

This report identifies the amount of Title I, Part A funds to be allocated to eligible schools.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956  
Rina DeRose, Title I Policy and Program Guidance Office, RDeRose@cde.ca.gov, 916-323-0472

LEA meets small district criteria.

An LEA is defined as a small district criteria if, based on the school list and the data entered in School Student Counts Actuals, the LEA meets one or more of the following:

- Is a single school district
- Has a single school per grade span
- Has enrollment total for all schools less than 1,000

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

- a - Meets 35% Low Income Requirement
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern
- g - Local Funded Charter Opted Out
- h - Local Funded Charter Opted In
- k - Funded with EIA/SCE

Low income measure	FRPM
Group Schools by Grade Span	Yes
District-wide low income %	22.79%
Available Title I, Part A school allocation	\$40,996
Available parent and family engagement reservation	\$0

Total participating nonprofit private school low income students

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\*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2017-18 Title I, Part A School Allocations

This report identifies the amount of Title I, Part A funds to be allocated to eligible schools.

School Name	School Code	Grade Span Group	Student Enrollment	Low Income Students	Low Income Student %	Eligible for Funding	Funding Required	Public School	Ranking	Planned for Funding	\$ Per Low Income Student (0.00)	Carryover	TIA School Allocation	Parent and Family Engagement Amount	Total School Allocation	Exception Reason
Gravenstein First	0126888	1	38	14	36.84	Y	N	Y	1	N	248.46		3478.44		3478.44	
Gravenstein Elementary	6051742	1	436	96	22.02	N	N	Y	2	N	248.46		23852.16		23852.16	
Gravenstein Community Day	6119655	1	0	0	0.00	N	N	Y	3	N	0.00		0.00		0.00	
Hillcrest Middle	6051759	2	250	55	22.00	N	N	Y	1	N	248.46		13665.30		13665.30	

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\*\*\*Warning\*\*\*  
 The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2017-18 Title II, Part A LEA Allocations**

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II, Part A Preparing, Training, and Recruiting High-Quality Teachers, Principals, and Other School Leaders.

**CDE Program Contact:**

Melissa Flatt, Educator Excellence Office, [mflatt@cde.ca.gov](mailto:mflatt@cde.ca.gov), 916-324-5689  
 Juan J. Sanchez, Educator Excellence Office (Title II), [jsanchez@cde.ca.gov](mailto:jsanchez@cde.ca.gov), 916-319-0452

2017-18 Title II, Part A entitlement	\$8,401
Transferred-in amount	\$0
Total funds transferred out of Title II, Part A	\$0
Total entitlement after transfers	\$8,401
Repayment of funds	\$0
Repayment comment	
Provide an explanation of why repayment dollars were added back to the allocation	
2017-18 Allocation	\$8,401
Administrative and indirect costs	\$0
2017-18 Title II, Part A adjusted allocation	\$8,401

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

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**2015-16 Title I, Part A Closeout Report**

Report fiscal year expenditures to determine 2015-16 Title I, Part A unspent funds.

**CDE Program Contact:**

Rina DeRose, Title I Policy and Program Guidance Office, [RDeRose@cde.ca.gov](mailto:RDeRose@cde.ca.gov), 916-323-0472  
 Kevin Donnelly, Title I Policy and Program Guidance Office, [kdonnelly@cde.ca.gov](mailto:kdonnelly@cde.ca.gov), 916-319-0942

**2015-16 Reported 15 Month Carryover**

2015-16 Title I, Part A Entitlement	\$51,553
Transferred in	\$0
Title I, Part A available allocation	\$51,553
Expenditures and obligations from July 1, 2015 through September 30, 2016 (15 Months)	\$34,830
Reported carryover as of September 30, 2016	\$16,723
Carryover adjustment amount (Funds invoiced by CDE)	\$0
Adjusted carryover amount	\$16,723

**2015-16 Final Expenditure Reporting**

Carryover spent through September 30, 2017	\$16,723
Unspent funds to be returned to the CDE	\$0
Note: CDE will invoice the LEA to return the unspent 2015-16 funds.	

**\*\*\*Warning\*\*\***

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**2015-16 Title II, Part A Fiscal Year Expenditure Report, Closeout 27 Months**

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2015 through September 30, 2017.

**CDE Program Contact:**

Melissa Flatt, Educator Excellence Office, [mflatt@cde.ca.gov](mailto:mflatt@cde.ca.gov), 916-324-5689

2015-16 Title II, Part A entitlement	\$7,158
2015-16 Title II, Part A total apportionment issued	\$7,158

**Professional Development Expenditures**

Professional development for teachers	
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

**Exams and Test Preparation Expenditures**

Exam fees, reimbursement	
Test preparation training and/or materials	
Other exam and test preparation expenditures	

**Recruitment, Training, and Retaining Expenditures**

Recruitment activities	
Hiring incentive and/or relocation allotment	
National Board Certification and/or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

**Miscellaneous Expenditures**

Class size reduction	\$7,158
Administrative and indirect costs	
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$7,158
2015-16 Unspent Funds	\$0
Note: CDE will invoice the LEA for the 2015-16 unspent apportionment amount.	
General Comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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**2015-16 Title III, Part A Immigrant YTD Expenditure Report, Closeout 27 Months**

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2015 through September 30, 2017.

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Approved Immigrant Sub-grantee Activities**

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-

- (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
- (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
- (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
- (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

(E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;

(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2015-16 Title III, Part A Immigrant entitlement	\$87
2015-16 Title III, Part A Immigrant total apportionment issued	\$87
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$87
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$0
Total year-to-date expenditures	\$87
2015-16 Unspent funds	\$0
Note: CDE will invoice the LEA for the 2015-16 unspent apportionment amount.	

**\*\*\*Warning\*\*\***

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### 2015-16 Title III, Part A Immigrant YTD Expenditure Report, Closeout 27 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2015 through September 30, 2017.

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

General comment (Maximum 500 characters)	
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**\*\*\*Warning\*\*\***

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**2014-15 Title III, Part A Immigrant YTD Expenditure Report, Supplemental Closeout 39 Months**

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through September 30, 2017.

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Approved Immigrant Sub-grantee Activities**

**(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-**

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-

- (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
- (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
- (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
- (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

- (E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;
- (F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and
- (G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2014-15 Title III, Part A Immigrant supplemental entitlement	\$28
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$28
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$0
Total year-to-date expenditures	\$28
2014-15 Unspent funds	\$0
Note: CDE will invoice the LEA for the amount of 2014-15 unspent supplemental entitlement funds.	
General comment	

**\*\*\*Warning\*\*\***

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### 2014-15 Title III, Part A Immigrant YTD Expenditure Report, Supplemental Closeout 39 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through September 30, 2017.

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

(Maximum 500 characters)

**\*\*\*Warning\*\*\***

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**2017-18 Consolidation of Administrative Funds**

A request by the LEA to consolidate administrative funds for specific programs.

**CDE Program Contact:**

Julie Brucklacher, Financial Accountability and Info Srv Office, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

Title I, Part A (Basic) SACS Code 3010	No
Title I, Part C (Migrant Education) SACS Code 3060	No
Title I, Part D (Delinquent) SACS Code 3025	No
Title II, Part A (Supporting Effective Instruction) SACS Code 4035	No
Title III, Part A (Immigrant Students) SACS Code 4201	No
Title III, Part A (English Learner Students) - 2% maximum SACS Code 4203	No
Title IV, Part A (Student Support) SACS Code 4127	No
Title IV, Part B (21st Century Community Learning Centers) SACS Code 4124	No

**\*\*\*Warning\*\*\***

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**California Department of Education**

Gravenstein Union Elementary (49 70714 0000000)

**Consolidated Application**

Status: Certified  
 Saved by: Belinda Soto  
 Date: 2/26/2018 2:53 PM

**2017-18 Title I, Part A Notification of Authorization of Schoolwide Program**

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozi@cde.ca.gov](mailto:frozi@cde.ca.gov), 916-319-0269  
 Lana Zhou, Title I Policy and Program Guidance Office, [zhou@cde.ca.gov](mailto:zhou@cde.ca.gov), 916-319-0956

**Note:**

In order for CDE program staff to have visibility to all SWP authorized schools, it is important to have an Authorized Representative certify this Notification of Authorization data collection after a change is made.

School Name	School Code	Authorized	Local Board Approval Date (ex. 07/30/2017)	Low Income %	SIG Approval Date (ex. 07/30/2017)	SWP Waiver Approval Date (ex. 07/30/2017)
Gravenstein Community Day	6119655	N				
Gravenstein Elementary	6051742	N				
Gravenstein First	0126888	N				
Hillcrest Middle	6051759	N				

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**\*\*\*Warning\*\*\***

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VI E

1 Agreement

2  
3 between

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5 **Gravenstein Union School District**

6  
7 and

8  
9 **GCCI, INC.**

10  
11 for

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13 **Preconstruction Services**

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15 for

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17 **the Gravenstein Elementary School Phase III Project**

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**GRAVENSTEIN UNION SCHOOL DISTRICT**

**PRECONSTRUCTION SERVICES AGREEMENT**

This Agreement for Preconstruction Services ("Agreement") is made as of March 15, 2018, between the Gravenstein Union School District (the "District") and GCCL, INC. ("Consultant"), a California corporation and general contractor licensed under the laws of the State of California.

This Agreement consists of the following documents:

- (a) This Preconstruction Services Agreement.
- (b) Consultant's hourly rate schedule attached as Exhibit "A." – Not Applicable
- (c) The description of preconstruction services attached as Exhibit "B."
- (d) Allowable reimbursable costs attached as Exhibit "C." Not Applicable
- (e) Department of Justice ("DOJ") Certification attached as Exhibit "D" Not Applicable

**SECTION I RECITALS**

A. The District desires to provide for construction of campus improvements at Gravenstein Elementary School, Phase III pursuant to California Education Code sections 17406 *et seq.* (the "Project"). Proceeding pursuant to section 17406 will require the District to enter into site and facilities leases following the approval of the construction documents by the California Department of General Services, Division of the State Architect ("DSA").

B. Consultant may enter into site and facilities lease agreements with the District, contingent upon (1) the District receiving approval from DSA of the construction documents for the Project, (2) the Consultant's fulfillment of the obligations as described in Exhibit "B", (3) the District and Consultant reaching an agreement concerning the lease agreements, including the lease payments and other terms and conditions of the lease agreements, and (4) Board approval of all such agreements. The approval of this preconstruction agreement does not guarantee that the District will enter into any further agreements with Consultant.

C. The District and Consultant desire to enter into an agreement for Consultant to provide certain preconstruction services to the District on the terms set forth below.

**SECTION II SCOPE OF SERVICES**

The Scope of Services subject to this Agreement and to be performed by Consultant for the Project (the "Preconstruction Services") are described in Exhibit "B", attached hereto. Any changes in the scope of the Preconstruction Services must be approved in advance, in writing, by the District. Consultant is not authorized to proceed with any physical work or construction tasks on the Project. Investigatory or exploratory work to support design is not construction

**SECTION III GENERAL CONDITIONS**

A. Consultant's Duties and Status:

Consultant covenants with the District to furnish Consultant's best skill and judgment and to cooperate with any other consultants and any design professionals employed by the District in

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1 connection with the Project. Consultant agrees to perform the Preconstruction Services in the best way  
2 and in the most expeditious and economical manner consistent with the interests of the District.  
3

4 Consultant acknowledges that it is an independent contractor and not an agent or employee of  
5 the District.  
6

7 B. Term, Progress and Completion:  
8

9 Time is of the essence of this Agreement. The term of this Agreement shall begin on the date  
10 set forth in this Agreement and shall expire upon completion of the Preconstruction Services or when  
11 terminated in accordance with this Agreement. However, as set forth in Exhibit "B" hereto, and  
12 assuming the District and Consultant enter into the lease leaseback agreements, certain obligations of  
13 Consultant will extend to and apply during the construction phase. Consultant shall promptly  
14 commence performance of the Preconstruction Services upon execution of this Agreement and shall  
15 diligently pursue performance of the Preconstruction Services until completion.  
16

17 C. Contract Price:  
18

19 Compensation for Basic Services: The District shall compensate the Consultant for performing the  
20 Preconstruction Services as follows:  
21

22 1. A fee not to exceed Zero Dollars (\$0,000) commencing on March 15, 2018, until  
23 fully executed Lease-Leaseback contracts are in place.  
24

25 2. Included in the above fee is an expense allowance, which shall be provided in the amount of  
26 \$0,000 ( zero dollars and no cents). Allowable reimbursable expenses are indicated in Exhibit "C."  
27 Reimbursable expenses will be billed to the District at direct cost with no markup. Consultant will  
28 not exceed the reimbursable expenses allowance without prior written authorization -  
29

30 D. Payment:  
31

32 1. Payment by the District to the Consultant for the cost of providing Preconstruction  
33 Services will be based on monthly invoices, which will set forth the hours actually worked  
34 during the billing period. The billing rates indicated in Exhibit "A" will be multiplied by the  
35 actual hours for each position to arrive at the total fee for each month.  
36

37 2. Consultant shall submit an invoice monthly to the District for the fee and reimbursable  
38 expenses incurred for the billing period. The District shall make payment to Consultant of one  
39 hundred percent (100%) of the approved invoiced amount within thirty (30) calendar days of the  
40 District's receipt of the invoice.  
41

42 3. All of Consultant's accounting records shall be maintained on a generally accepted  
43 accounting basis. All of Consultant's accounting records, invoices and supporting  
44 documentation shall be clearly identified and readily accessible. The District shall have the  
45 right to examine and copy such books and records at all reasonable times. Consultant shall  
46 permit the District to examine and audit those books and records, shall permit the District to  
47 make copies of those books and records, and shall permit the District to inspect all work data,  
48 documents, proceedings and activities related to this Agreement for a period of three (3) years  
49 from the date of final payment under this Agreement. All accounting records shall provide an  
50 understandable breakdown of costs charged to this Agreement.  
51

52 E. Prevailing Wages:

1 Pursuant to California Labor Code section 1720 *et seq.*, the Project, including the  
2 Preconstruction Services, is a public works project. Consultant shall pay, and shall cause all sub-  
3 consultants and/or subcontractors of every tier to pay, not less than the specified prevailing wage rates  
4 to all workers employed at the school site(s) to perform preconstruction work, if any, under this  
5 Agreement as required by the Labor Code.  
6

7 F. Right to Withhold Funds:  
8

9 The District may withhold the whole or a part of any payment under Paragraph D to such  
10 extent as may be necessary to protect the District from loss, including costs and attorneys' fees, which  
11 may arise for reasons including, but not limited to, the following: 1) defective or deficient work not  
12 remedied; 2) failure of Consultant to make payments properly to its employees or sub-consultants or  
13 subcontractors; 3) reasonable doubt that the Preconstruction Services can be completed for the then-  
14 unpaid balance of the contract price; 4) failure to achieve sufficient progress with the Preconstruction  
15 Services such that Consultant is unlikely to achieve timely completion; or 5) failure of Consultant to  
16 provide certificates of insurance, indicating compliance with Paragraph J, below.  
17

18 G. Supervision of Preconstruction Services:  
19

20 Consultant shall supervise and direct its Preconstruction Services using its best skill and  
21 attention. It shall be solely responsible for coordinating all portions of the Preconstruction Services.  
22 Consultant shall be responsible to the District for the acts and omissions of its employees, sub-  
23 consultants, and their agents and employees, and other persons performing any of the Preconstruction  
24 Services under a contract with Consultant. Consultant shall at all times enforce strict discipline and  
25 good order among its employees, and shall not employ on the Project any unfit person or anyone not  
26 skilled in the task assigned to him or her.  
27

28 H. Compliance with Laws and Regulations:  
29

30 At its sole cost and expense, Consultant shall give all notices and comply with all laws,  
31 ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of  
32 the Preconstruction Services, pay all local, state, and federal taxes; and pay all benefits, insurance, taxes,  
33 and contributions for Social Security and Unemployment which are measured by wages, salaries, or  
34 other remunerations paid to Consultant's employees. Upon the District's request, Consultant shall  
35 furnish evidence satisfactory to the District that any or all of the foregoing obligations have been  
36 fulfilled.  
37

38 I. Changes/Extra Work:  
39

40 The District, without invalidating this Agreement, may order changes in the Preconstruction  
41 Services within the general scope thereof, consisting of additions, deletions, or other revisions. The  
42 contract price and the time for performance of the Preconstruction Services shall be adjusted  
43 accordingly. All such changes in the Preconstruction Services, including changes in the contract price  
44 and the time for performance of the Preconstruction Services, shall be authorized only by written  
45 change order, signed by the District. If Consultant claims that performance of any work entitles it to  
46 additional compensation or to an extension of the time for performance of the Preconstruction Services,  
47 Consultant shall provide written notice to the District of any such claim prior to undertaking such  
48 work. If the District refuses to issue a change order for such work, Consultant shall perform that work  
49 and shall submit a complete and specific claim for additional compensation or extension of time for  
50 performance within ten (10) days after such work is performed. No claim, dispute or controversy shall  
51 interfere with the progress or performance of the Preconstruction Services, and Consultant shall  
52 proceed with the Preconstruction Services as directed by the District.  
53  
54

1 J. Insurance:  
2

3 Consultant shall procure and maintain insurance on all of its operations during the progress of  
4 the Preconstruction Services, with insurance companies admitted in California, on forms acceptable to  
5 the District, for the following minimum insurance coverages:  
6

7 1. Workers' compensation insurance and occupational disease insurance as required by  
8 California law and employer's liability insurance with minimum limits of \$1,000,000 covering all  
9 work places involved in this Agreement.  
10

11 2. Comprehensive general liability insurance on an "occurrence basis," including  
12 Consultant's Contingent coverage, with limits of not less than as indicated as follows:  
13

14 i. Bodily Injury Liability - \$2,000,000 each occurrence; Property Damage  
15 Liability - \$2,000,000 each occurrence; \$4,000,000 annual aggregate;  
16  
17

18 3. The insurance shall cover all operations of Consultant, including but not limited to the  
19 following: (1) premises, operations, and mobile equipment liability; (2) completed operations  
20 and products liability; (3) contractual liability insuring the obligations assumed by Consultant in  
21 this Agreement; (4) Independent Consultant's Contingent coverage; (5) explosion, collapse, and  
22 underground property damage; (6) broad form property damage liability endorsement  
23 (including completed operations); and (7) personal injury liability endorsement. In addition,  
24 Consultant shall provide insurance coverage in the above limits for "Any Autos" used in the  
25 course of the work.  
26

27 4. All policies shall name the District as an additional insured during the Project and shall  
28 provide that such policy is primary insurance. Consultant shall provide District with a copy of  
29 the endorsement for each policy prior to commencing any work.  
30

31 5. Consultant waives all rights of subrogation against the District for damages covered by  
32 any applicable insurance  
33

34 6. Certificates of insurance, or other evidence of insurance as requested by the District,  
35 shall be furnished by Consultant to the District before any work is commenced hereunder by  
36 Consultant. The certificates shall provide that there will be no cancellation, reduction or  
37 modification of coverage without thirty (30) days' prior written notice to the District. The  
38 certificates shall be accompanied by the waiver of subrogation as well as the additional insured  
39 endorsement language.  
40

41 K. Default By Consultant:  
42

43 If Consultant at any time or in any respect does any of the following:  
44

- 45 1. fails to properly and/or diligently prosecute the Preconstruction Services;
- 46 2. is adjudicated a bankrupt;
- 47 3. files an arrangement proceeding, or commits any act of insolvency, or makes an assignment  
48 for the benefit of creditors without the District's written consent;
- 49 4. fails to make prompt payment to persons furnishing labor, equipment, or materials;  
50  
51  
52  
53



1 5. fails to cause the effect of any suit or lien to be removed within ten (10) days after written  
2 demand; or

3  
4 6. otherwise fails to perform fully any and all of the agreements herein contained,  
5

6 then Consultant shall be in default. If Consultant fails to cure the default within seventy-two (72) hours  
7 after written notice thereof, the District may, at its sole option, (1) provide any such labor, equipment,  
8 and materials as may be necessary and deduct the cost thereof from any money then due or thereafter to  
9 become due to Consultant under this Agreement; or (2) terminate Consultant's right to proceed with the  
10 Preconstruction Services. In the event the District elects to terminate, the District shall have the right  
11 to, for the purpose of completing the Preconstruction Services, take possession of any documents or  
12 other materials of Consultant, and may employ any other person or persons to finish the  
13 Preconstruction Services and provide the materials therefore. In case of such default termination,  
14 Consultant shall not be entitled to receive any further payment under this Agreement until the  
15 Preconstruction Services are completely finished. At that time, the District shall deduct from any  
16 money due, expenses incurred by the District for attorneys' fees and for any damages sustained by the  
17 District by reason of Consultant's default, plus ten percent (10%) on any and all such expenses as  
18 allowed by law. If said expenses and damages incurred by the District in finishing the Preconstruction  
19 Services exceed the unpaid balance of this Agreement, then Consultant shall promptly pay to the  
20 District the amount by which such expense exceeds such unpaid balance.  
21

22 L. Termination for Convenience:  
23

24 The District reserves the absolute right to terminate this Agreement without cause by  
25 providing ten (10) days written notice to the Consultant. In the event of termination without cause,  
26 Consultant shall be entitled to payment for work satisfactorily performed up to the date of termination.  
27 Consultant shall not be entitled to any claim or lien against the District for any additional compensation  
28 or damages in the event of such termination and payment. In addition, the District's right to withhold  
29 funds under Section III Paragraph F shall be applicable in the event of a termination for convenience.  
30

31 If this Agreement is terminated by the District for default, and it is later determined that the  
32 default termination was wrongful, such termination automatically shall be converted to and treated as a  
33 termination for convenience under this section and Consultant shall be entitled to receive only the  
34 amounts payable hereunder in the event of a termination for convenience.  
35

36 M. Indemnity:  
37

38 1. To the fullest extent permitted by law, Consultant shall, with respect to all work which  
39 is covered by or incidental to this Agreement, defend, indemnify, and hold harmless the District  
40 and all of its officials, agents, representatives and employees (collectively "District"), from and  
41 against any and all liens and claims asserted by firms or individuals claiming through  
42 Consultant, and claims, liability, loss, damage, costs, or expenses, including reasonable  
43 attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury  
44 to persons, injury to property, or other loss, damage, or expense to the extent that any of the  
45 above are contributed to or caused by the asserted willful or negligent acts, errors or omissions  
46 of Consultant or its agents. Consultant's duty to defend as described herein shall not include the  
47 duty to provide a defense but shall include paying District for all defense costs incurred by  
48 District for the claims described herein.  
49

50  
51 2. Consultant and the District each agree to promptly serve notice on the other party of  
52 any claims arising hereunder, and shall cooperate in the defense of any such claims.  
53

1           3.       The acceptance by the District of any certificate of insurance providing for coverage of  
2 any kind shall in no event be deemed a waiver of any of these indemnity provisions, and  
3 Consultant's indemnity obligations shall not be limited by the insurance requirements set forth  
4 in this Agreement.  
5

6 N.       Assignment of Contract:  
7

8           Consultant shall not assign or transfer Consultant's rights or obligations under this Agreement,  
9 without the prior written consent of the District, which may be provided or withheld in the District's  
10 sole discretion. Should the District consent to such assignment, such consent shall not constitute a  
11 waiver of any of the restrictions of this section, and the same shall apply to any successive assignment.  
12 The District may assign or transfer the whole or any part of this Agreement, and the District's rights  
13 hereunder, to any corporation, individual, or partnership.  
14

15 O.       Notices:  
16

17           All notices required or permitted under this Agreement shall be in writing and may be  
18 accomplished by personal delivery, first-class regular mail of the United States Postal Service, Federal  
19 Express or similar next day delivery, sent to the party at the address shown in this Agreement, or by  
20 facsimile sent to the facsimile number shown in this Agreement with confirmation of successful  
21 transmission. Any such written notice shall be effective upon the date of receipt.  
22

23 P.       References:  
24

25           Words used in this Agreement in the present tense include the future as well as the present;  
26 words used in the masculine gender include the feminine and neuter; and the singular number includes  
27 the plural and the plural the singular.  
28

29 Q.       Acceptance:  
30

31           This Agreement is intended by the parties as a final expression of their agreement, and  
32 supersedes any prior oral or written statements, and is intended also as a complete and exclusive  
33 statement of the terms of their agreement. No revisions to this Agreement shall be valid unless  
34 accepted in writing and signed by an authorized representative of the District. No condition stated by  
35 Consultant in accepting this Agreement shall be binding upon the District unless expressly agreed to in  
36 writing by the District. This Agreement may be amended only by a written instrument signed by  
37 authorized representatives of the District and Consultant.  
38

39 R.       Waiver Savings Clause:  
40

41           Waiver by the District of any breach hereof by Consultant shall not constitute a waiver of any  
42 subsequent breach of the same or any other provision. If any provision of this Agreement, or any part  
43 thereof, shall be held to be invalid under any applicable federal, state, municipal, or other law, ruling, or  
44 regulation, then such provision shall remain in effect to the extent permitted, and the remaining  
45 provisions of this Agreement shall remain in full force and effect.  
46

47 S.       Dispute Resolution:  
48

49           1.       Attempts to Informally Resolve Claims. Initially, and promptly after identification of a  
50 claim, the parties shall meet to review and consider the claim. This meeting shall occur at the  
51 earliest practicable date and shall be for the express purposes of: (1) exchanging and reviewing  
52 pertinent documents and information relating to the matters and issues in dispute, (2) candidly

1 discussing each party's position, and (3) endeavoring to reach a consensus with regard to a  
2 reasonable resolution of the claim.  
3

4 2. Litigation. If mediation does not resolve the dispute, the party making the claim may  
5 then resort to litigation, subject to first complying with all remedies and claim procedures  
6 required by law. This Agreement shall be governed and construed in accordance with the laws  
7 of the State of California. All disputes between the District and Consultant shall be brought in  
8 the Superior Court of the County where the District's administrative office is located, and no  
9 other place.  
10

11  
12 **SECTION IV ADDITIONAL PROVISIONS**  
13

14 A. Conflicts of Interest:  
15

16 The Consultant affirms that, to the best of its knowledge, there exists no actual or potential  
17 conflict between family, business, or financial interests of the Consultant and performance of its Services  
18 under this Agreement. In the event of change in either interests or Services under this Agreement, the  
19 Consultant affirms that it will promptly raise with the District any question regarding possible conflict  
20 of interest which may arise as a result of such change.  
21

22 B. Fingerprinting:  
23

24 1. Education Code section 45125.1 shall apply to this Agreement. The District  
25 administrator initiating or responsible for this Agreement shall, pursuant to Section 45125.1  
26 and District policy and guidelines, determine whether fingerprinting is required of Consultant  
27 or its employees. Once such determination is made, the administrator shall verify his/her  
28 determination on the signature page of this Agreement. If the Administrator concludes  
29 fingerprinting is required, the following shall apply:  
30

31 i. The Consultant shall, prior to commencement of work pursuant to this  
32 Agreement, require any person affiliated with Consultant (or, in appropriate cases, him  
33 or herself) to be fingerprinted by the Department of Justice if that person will have  
34 unsupervised access to occupied school campuses where children will be present. This  
35 provision extends to all consultants and/or subconsultants hired by Consultant that  
36 will have unsupervised access to occupied school campuses. Upon verification from DOJ  
37 that those persons fingerprinted have no record of a serious or violent felony as defined  
38 in Section 45122.1 of the California Education Code, Consultant will so certify by  
39 signing and submitting the Consultant Certification included herein as Exhibit "C." In  
40 addition, Consultant shall submit the names of those persons who have received  
41 clearance and are authorized to have unsupervised access to school campuses on a form  
42 as indicated in Exhibit "C." Consultant must contact the District regarding appropriate  
43 access for those persons not cleared by DOJ for reasons other than a violent or serious  
44 felony. In which case, Consultant must make arrangements with District for  
45 appropriate access. No person with a violent or serious felony as reported by DOJ may  
46 have access to the school campuses or provide any Services under this Agreement.  
47

48 ii. Failure to comply with this provision shall constitute grounds for termination  
49 of this Agreement.  
50

51 C. Third Party Beneficiaries:  
52

53 The District does not assume any liability, duty or obligation to Consultant's subconsultants or  
54 their agents and employees by execution or performance of this Agreement, and nothing in this

162

1 Agreement shall create any contractual relationship between District and any subconsultants, or their  
2 agents and employees, employed by Consultant. No subconsultants, agents, employees or other parties  
3 are third party beneficiaries of this Agreement. Consultant shall be responsible to District for the acts  
4 and omissions of its employees, subconsultants, and their agents and employees, and other persons  
5 performing any of the work under this Agreement.  
6  
7

8 GCCL, INC.

Gravenstein Union School District

10 \_\_\_\_\_  
11 Consultant's Signature

\_\_\_\_\_ District Signature

12 \_\_\_\_\_  
13 Michael Gentry

\_\_\_\_\_ Jennifer Schwinn

14 Print Name

Print Name

15  
16 Its: President

Its: Superintendent

17  
18 California Contractors License No. 729437

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**EXHIBIT "A"**  
**Consultant's Hourly Rate Schedule**

**Not Applicable**

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**EXHIBIT "B"**

**SCOPE OF SERVICES**

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**COLLABORATION**

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Consultant, with Architect, shall jointly schedule and attend regular meetings with the District and the District's consultants. Consultant shall collaborate with Architect, the District and the District's consultants regarding site use and improvements, and the selection of materials, building systems and equipment. Consultant shall provide on-going review and recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets, and possible economies. Consultant also shall participate in developing a construction plan to address project risk and minimize disruptions to the District's educational programs at the Project site.

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**PRELIMINARY PROJECT SCHEDULE**

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Consultant shall prepare and update a preliminary Project schedule for the District's review and approval. The preliminary Project schedule shall be for each construction phase of the Project. The schedule shall provide for expeditious and practicable execution of the Project. As design proceeds, the preliminary Project schedule shall be updated as needed to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of the final Project cost proposal for each phase (based on the factors listed in the District's request for qualifications for the Project), preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, and proposed date of final completion for each phase of the Project.

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**PRELIMINARY COST ESTIMATES AND VALUE ENGINEERING**

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A. Consultant shall provide estimating services as needed throughout development of the construction documents. Depending on the stage of document development, the scope and nature of the estimating services may change. Consultant will be expected to provide estimating of portions of the work, systems being considered, details as they are developed, and other estimating exercises that the District, Architect and Consultant deem advisable.

B. When construction documents are submitted to DSA for approval, Consultant shall prepare a detailed estimate based upon the design drawings and specifications received from Architect, and shall set forth any assumptions or interpretations that Consultant used in making the estimate.

C. During the course of providing its Preconstruction Services, Consultant shall continuously be pursuing opportunities to create additional value by identifying options to reduce capital or life cycle cost, improve constructability and functionality, or provide operational flexibility, while satisfying the District's programmatic needs. Consultant shall develop value engineering proposals ("VEP") for District's and Architect's approval for alternative systems, means, methods, finishes, equipment and the like that satisfy the general design criteria of the Project, but which result in savings of time or money in constructing or operating and maintaining the Project. Each VEP shall describe the proposed change, identify all aspects of the Project directly or indirectly affected by the change, specify the cost or time savings to be achieved if the VEP is accepted, and detail any anticipated effect on the Project's service life, economy of operation, ease of maintenance, appearance, design or safety standards.



1  
2 **CONSTRUCTABILITY REVIEW OF CONSTRUCTION DOCUMENTS**  
3

4 A. During the course of development of the plans and specifications, Consultant shall continually  
5 review the design and construction documents for clarity, consistency, constructability and coordination  
6 among the design disciplines' drawings, the Project phases, and the construction trades, and shall  
7 collaborate with Architect and the District in developing solutions to any identified issues.  
8

9 B. No later than six (6) weeks after submission of construction documents to DSA for approval,  
10 Consultant shall commence a formal, documented constructability review. The formal constructability  
11 review shall be completed within four (4) weeks so that the comments therein can be evaluated and  
12 incorporated as appropriate prior to DSA backcheck. The purpose of all of Consultant's constructability  
13 reviews, including those before submission of the construction documents to DSA for approval and the  
14 formal constructability review(s), is to determine that the design comprises complete, accurate and fully  
15 coordinated drawings and specifications for construction, and thereby reduce the risk of disruption,  
16 delay, change orders and potential claims. Consultant will focus on accuracy, completeness, sequencing  
17 and coordination. Consultant's reviews also will seek out alternative construction materials and systems  
18 that may result in a cost or time savings to the District. The results of the reviews shall be provided in  
19 writing and as notations on the construction documents. Nothing in the contract documents shall  
20 relieve the Architect and the other design professionals from their obligation to perform their services  
21 and design the Project in accordance with the terms of their respective contracts and the applicable  
22 standard of care.  
23

24 C. Consultant shall engage those subconsultants and/or subcontractors it deems necessary to  
25 participate in the constructability reviews. However, regardless of whether Consultant engages  
26 subconsultants and/or subcontractors, Consultant shall remain fully responsible for the constructability  
27 reviews.  
28  
29

30 **SUBCONTRACTORS AND SUPPLIERS**  
31

32 A. Consultant shall develop a bidding approach and schedule to obtain competitive bids from  
33 potential subcontractors and suppliers.  
34

35 B. Consultant shall seek to develop subcontractor interest in the Project and shall collaborate with  
36 the District and Architect to develop a list of possible subcontractors, including suppliers who are to  
37 furnish materials or equipment fabricated to a special design, from whom proposals will be requested for  
38 each principal portion of the work, in each phase of the work. Before proposing any subcontractor or  
39 supplier, Consultant shall satisfy itself that the subcontractor or supplier has the financial resources,  
40 qualifications, and experience to complete the work for which it is proposed and is available to do so.  
41 Consultant, Architect and the District will promptly review the qualification and decide whether to add  
42 the proposed subcontractor to the list. The "pre-qualification" of proposed subcontractors or suppliers  
43 shall not waive the right of the District or Architect later to object to or reject any proposed  
44 subcontractor or supplier. If Consultant intends to perform a particular scope of work using its own  
45 forces, Consultant shall set forth its estimated cost and budget for that scope of work, including all  
46 associated labor, equipment and material costs. Consultant's estimate and budget for any work to be  
47 performed by Consultant's own forces are subject to District approval. District reserves the right to  
48 require said work to be bid.  
49

50 C. Consultant shall prepare bid packages for the complete scope of work for all trades that will be  
51 subcontracted.  
52

53 D. At Consultant's discretion and with the approval of the District, subcontractors for key trades

1 may be selected prior to bid on a negotiated cost basis in order to involve them in the review and  
2 development of the plans and specifications.

3  
4 E. Consultant shall provide a written bid or proposal evaluation to the District for each of the  
5 major building components and systems. Consultant's evaluation shall include a summary of the bids  
6 received and identify the subcontract bidder(s) that Consultant recommends.

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9 **LONG-LEAD TIME ITEMS**

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11 Consultant shall recommend to the District and Architect a schedule for procurement of any  
12 long-lead time items which will constitute part of the work as required to meet the Project schedule. If  
13 such long-lead time items are procured by the District, they shall be procured on terms and conditions  
14 acceptable to Consultant. Upon the District and Consultant entering into the anticipated lease  
15 agreements, all contracts for such items shall be assigned by the District to Consultant, who shall accept  
16 responsibility for such items as if procured by Consultant. Consultant shall expedite the delivery of  
17 long-lead time items to ensure delivery and installation to meet the scheduled completion date.

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19  
20 **EXTENT OF RESPONSIBILITY**

21  
22 The recommendations and advice of Consultant concerning design alternatives shall be subject  
23 to the review and approval of the District and the District's professional consultants. It is not  
24 Consultant's responsibility to ascertain that the drawings and specifications are in accordance with  
25 applicable laws, statutes, ordinances, building codes, rules and regulations. However, if Consultant  
26 recognizes, or should reasonably have recognized, that portions of the drawings and specifications are at  
27 variance therewith, Consultant shall promptly notify Architect and the District in writing.  
28 Notwithstanding the foregoing, Consultant represents that during the preconstruction phase and before  
29 submitting the estimate for the final project cost, it will carefully examine the site at which the work will  
30 be performed and all of the documents included in the contract documents; perform all reasonable  
31 investigations essential to a full understanding of the difficulties that may be encountered in performing  
32 the work; be familiar with the terms and conditions thereof; and acquaint itself through reasonable  
33 discovery with the conditions under which the work is to be performed, including, without limitation,  
34 applicable laws, codes and other restrictions (including any restrictions identified by the District and  
35 that are related to the District's education programs and/or requirements at the Project site), local labor  
36 conditions, local weather patterns, restriction in access to and from the Project site, prior work  
37 performed by others on the Project, and obstructions and other conditions relevant to the work, the site  
38 of the work and its surroundings. With the exception of subsurface conditions or other conditions  
39 which qualify under the differing site condition clause, if any, in the lease agreement, Consultant  
40 expressly assumes the risk of any variance between the actual conditions, either discovered or  
41 discoverable through reasonable investigation in the performance of contractual obligations under the  
42 contract documents, and the conditions shown or represented in the contract documents. Consultant  
43 will complete the Preconstruction Services for the compensation stated in this Agreement, and assumes  
44 full and complete responsibility for all Services required under this Agreement.

45  
46  
47 **FINAL PROJECT COST PROPOSAL**

48  
49 A. When the drawings and specifications for each phase are sufficiently complete, Consultant shall  
50 propose a final Project cost for the phase, which shall be the sum of the allowable general conditions at  
51 actual cost, the cost of all subcontract bids, the cost of any actual construction work performed by  
52 Consultant's own forces, Consultant's fee, payment bond, builder's risk insurance, and contingency fund.

1 B. The "general conditions" portion of each phase's final Project cost includes all general and  
2 administrative expenses for the Project, including foreseeable delays and interferences which Consultant  
3 may experience in the phase of the Project, for the duration of the schedule which is attached to each  
4 phase's final Project cost proposal. The allowable general conditions are as set forth in Exhibit "D."  
5 Each phase's final Project cost proposal shall include in its assumptions and clarifications the number of  
6 "weather days" that are included as an allowance in the proposed schedule. Weather impacts will only  
7 constitute excusable delays to the extent they exceed the allowance agreed upon in the lease agreement  
8 and otherwise meet the criteria for an excusable delay, as described in the lease agreement.  
9

10  
11 **BASIS OF FINAL PROJECT COST FOR EACH PROJECT PHASE**  
12

13 A. Consultant shall include with each phase's final Project cost proposal a written statement of its  
14 basis, which shall include:  
15

- 16 1. A list of the drawings and specifications, including all addenda, that were used in  
17 preparation of the phase's final Project cost;  
18
- 19 2. The phase's proposed final Project cost, including a statement of the estimated cost and  
20 a schedule of values organized by trade categories, allowances, contingencies permitted by this  
21 Agreement, general conditions, self-performed work, and other items and the fee that comprise  
22 the final Project cost for the phase. Each phase's proposed final Project cost shall include those  
23 taxes which are enacted at the time the phase's final Project cost is proposed;  
24
- 25 3. A list of the clarifications and assumptions made by Consultant in preparing the final  
26 Project cost proposal for the phase to supplement the information contained in the drawings and  
27 specifications;  
28
- 29 4. The date of commencement and the date of completion for the phase, upon which the  
30 phase's proposed final Project cost is based, and a schedule of the construction documents'  
31 issuance dates upon which the date of completion is based;  
32
- 33 5. A list of allowances and a statement of their basis; and  
34
- 35 6. A detailed budget and breakdown of all general conditions and jobsite management  
36 expenses included within the phase's final Project cost for the duration identified in response to  
37 the preceding paragraph, and subject to any limitations described in this Preconstruction  
38 Agreement or the anticipated lease agreement.  
39

40 B. Consultant shall meet with the District and Architect to review each phase's final Project cost  
41 proposal and the written statement of its basis. In the event that the District or Architect discover any  
42 inconsistencies or inaccuracies in the information presented, they shall promptly notify Consultant, who  
43 shall make appropriate adjustments to the phase's final Project cost proposal or its basis, or both.  
44

45 C. The District shall authorize and cause Architect to revise the drawings and specifications to the  
46 extent necessary to reflect the agreed-upon assumptions and clarifications that form the basis of each  
47 phase's final Project cost, as accepted by the District. Such revised drawings and specifications shall be  
48 furnished to Consultant in accordance with schedules agreed to by the District, Architect and  
49 Consultant. Consultant shall promptly notify Architect and the District if such revised drawings and  
50 specifications are inconsistent with the agreed-upon assumptions and clarifications.

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**Exhibit C**

**Allowable Reimbursable Expenses**

**Not Applicable**

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**Exhibit D**

**CONSULTANT DOJ Certification**

*Not Applicable*



**Gravenstein Union School District Resolution No. 180314-2**

*Resolution of the Board of Trustees of Gravenstein Union School District Finding that  
GCCl, Inc. Represents The Best Value To The School District*

WHEREAS, the District plans to undertake various construction activities for Site Improvements at the Hillcrest Middle School Improvements (the "Work");

WHEREAS, in order to facilitate the Work, the District must procure a qualified contractor;

WHEREAS, the District developed and published a Request for Proposals ("RFP") pursuant to Education Code § 17406, which sought proposals from entities to perform the Work. The RFP provided detailed information regarding the District's projects, and the identified criteria and methodology upon which the District would evaluate contractors to determine which would provide the best value to the District;

WHEREAS, the District received proposals from contractors in response to its RFP. The District reviewed these proposals and conducted interviews of prospective contractors. Based upon the information provided by the prospective contractors, as further summarized in the attached Letter of Recommendation from Counterpoint Construction, Inc., the District evaluated the proposals to determine which contractor would provide the District with the best value;

NOW THEREFORE, BE IT RESOLVED: that the Gravenstein Union School District:

1. Adopts the RFP as its procedures and guidelines for making best value contractor selections;
2. Determines that the proposal provided by GCCl, Inc. is the best value to the school district;
3. Reserves the right in the event that mutually agreeable contract terms or a guaranteed maximum price cannot be reached with GCCl, Inc., to reject all proposals, or to enter into a contract with a different contractor; and
4. Directs the Superintendent or designee to return a contract with GCCl, Inc. to the board for ratification;



**PASSED AND ADOPTED** by vote of the members of the Governing Board/Board of Trustees of the Gravenstein Union School District on March 14, 2018.

AYES:

NOES:

ABSENT:

ABSTAINED:

GRAVENSTEIN UNION SCHOOL DISTRICT

Attest:

\_\_\_\_\_  
Jim Horn, President

\_\_\_\_\_  
Desiree Beck, Clerk to the Board

**Recommendation for Selection of Contractor**

Re: Gravenstein Union School District – Hillcrest Middle School Improvements Contractor Request for Proposals Lease-Leaseback - Recommendation for selection of General Contractor.

March 7, 2018

Jennifer Schwinn, Superintendent  
Gravenstein Union School District  
3840 Twig Ave., Sebastopol CA 95472  
Telephone: (707) 823-7008  
Fax: (707) 823-2108  
[jschwinn@grav.k12.ca.us](mailto:jschwinn@grav.k12.ca.us)

Dear Jennifer,

On Thursday, March 01, 2018, the District received proposals from qualified contracting firms pertaining to the referenced Construction Project(s). The following is our report on the process and our recommendation:

Pursuant to Education Code section 17406, the District Governing Board adopted and published Administrative Regulation 3311.2, which provides the procedures and guidelines for evaluating the qualifications of proposers that ensures the best value selection was done in a fair and impartial manner.

On behalf of the District, we advertised the Request for Proposal in a The Santa Rosa Press Democrat, a newspaper of general circulation, and the North Coast Builders Exchange a trade journal of general circulation, on dates 02/14/2018 and 02/21/2018, with a proposal opening date of March 01, 2018. We received three (3) responses to the RFP from the following contractors: GCCL, Inc., FRC Inc., & Midstate Construction. We reviewed and documented the proposals received in accordance with District AR 3311.2 and Education Code section 17406.

The following is summary of the result of that review process:

**Analysis of Proposals:**

The Request for Proposals required that each respondent provide five (5) fundamental components:

1. Cover Letter
2. Table of Contents
3. Project Specific Proposals for Prefabricated Modular Buildings
4. Experience & Pricing
5. Firm Information

**All contractors satisfied the above criteria in all manners.**

**Scoring of Proposals:**

The RFP set forth the following scoring criteria to be utilized in the determination of the Best Value Score (Contractor), in which the contractor can score a maximum of 610 points for all criterion.



www.counterpointcs.com

The following is a brief summary of the Contractors Scoring per their respective proposals:

	<b>Contractor</b>	<b>Best Value Scores (total earned out of total possible)</b>
1	GCCI, Inc.	610 / 610
2	FRC, Inc.	610 / 610
3	Midstate Construction	Non-responsive

**Recommendation:**

Two of the responses received were responsive and responsible in all manners. One response was deemed non-responsive, for two reasons. In the pass or fail section, one of their answers automatically failed them. The most significant factors for this project, in regard to above summary of proposals received, are the contractor fee, the contractors experience with Lease Lease-Back projects, and the districts relationship with each firm. Per Education Code section 17406 and the above summary of scores, GCCI, Inc. earned the highest score and has been identified as the best value score. Based on the above process and analysis, we recommend the district select GCCI, Inc. for the Hillcrest Middle School, Increment I Project.

Please do not hesitate to call or email should you have any questions or concerns.

Sincerely,

COUNTERPOINT CONSTRUCTION SERVICES, INC.

Justin Walling  
Principal



## 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](mailto:jschwinn@grav.k12.ca.us)

**Board of Trustees**

Jim Horn, Board President  
Desiree Beck, Board Clerk  
Gregory Appling, Member  
Jennifer Koelemeijer, Member  
Steve Schwartz, Member

March 7, 2018

Michael Gentry  
GCCCI, Inc.  
P.O. Box 11039  
Santa Rosa, CA 95403

Re: Gravenstein Union School District – Hillcrest Middle School, Improvement Project

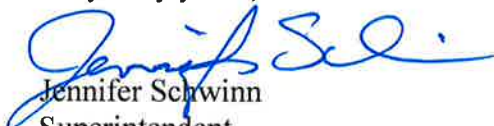
Dear Mr. Gentry:

This Letter of Intent ("LOI") shall confirm that the Gravenstein Union School District ("District") has selected GCCCI, Inc. ("GCCCI") as its Lease-Leaseback contractor for the District's Hillcrest Middle School, Improvement Project ("Project"). This letter shall formally acknowledge that the District intends to enter into a preconstruction and construction contract with GCCCI, Inc. as of March 15, 2018 for the construction of the Project.

To facilitate timely completion of the Project, the District acknowledges and appreciates that GCCCI plans to procure any long lead time items before our contractual arrangement is formalized.

Congratulations on your selection.

Very truly yours,

  
Jennifer Schwinn  
Superintendent  
Gravenstein Union School District

Hillcrest Middle School Modifications Estimated Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Quarter
1		Authorization to Proceed	1 day	Wed 9/13/17	Wed 9/13/17	4th Quarter: Aug-Sep
2		Schematic Design	45 days	Tue 11/7/17	Mon 1/8/18	1st Quarter: Oct-Nov
3		Design Development	23 days	Tue 1/9/18	Thu 2/8/18	2nd Quarter: Dec-Jan
4		Cost Estimate	7 days	Mon 1/29/18	Tue 2/6/18	3rd Quarter: Feb-Mar
5		Construction Documents	36 days	Fri 2/9/18	Fri 3/30/18	4th Quarter: Apr-May
6		DSA Intake Date - Increment 1	1 day	Wed 2/21/18	Wed 2/21/18	1st Quarter: Jun-Jul
7		DSA Review - Increment 1	50 days	Thu 2/22/18	Wed 5/2/18	2nd Quarter: Aug-Sep
8		DSA Intake Date - Increment 2	1 day	Mon 4/2/18	Mon 4/2/18	3rd Quarter: Oct-Nov
9		DSA Review - Increment 2	50 days	Tue 4/3/18	Mon 6/11/18	4th Quarter: Dec-Jan
10		Bidding - Increment 1	27 days	Thu 5/3/18	Fri 6/8/18	1st Quarter: Feb-Mar
11		Notice to Proceed - Increment 1	1 day	Mon 6/11/18	Mon 6/11/18	2nd Quarter: Apr-May
12		Construction - Increment 1	67 days	Tue 6/12/18	Wed 9/12/18	3rd Quarter: Jun-Jul
13		Substantial Completion - Increment 1	1 day	Thu 9/13/18	Thu 9/13/18	4th Quarter: Aug-Sep

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VI G

Agreement

between

**Gravenstein Union School District**

and

GCCI, INC.

for

**Preconstruction Services**

for

**the Hillcrest Middle School Improvements**



**GRAVENSTEIN UNION SCHOOL DISTRICT**  
**PRECONSTRUCTION SERVICES AGREEMENT**

This Agreement for Preconstruction Services ("Agreement") is made as of March 15, 2018, between the Gravenstein Union School District (the "District") and GCCI, INC. ("Consultant"), a California corporation and general contractor licensed under the laws of the State of California.

This Agreement consists of the following documents:

- (a) This Preconstruction Services Agreement.
- (b) Consultant's hourly rate schedule attached as Exhibit "A." – **Not Applicable**
- (c) The description of preconstruction services attached as Exhibit "B."
- (d) Allowable reimbursable costs attached as Exhibit "C." **Not Applicable**
- (e) Department of Justice ("DOJ") Certification attached as Exhibit "D" **Not Applicable**

**SECTION I RECITALS**

A. The District desires to provide for construction of campus improvements at **Hillcrest Middle School Improvements** pursuant to California Education Code sections 17406 *et seq.* (the "Project"). Proceeding pursuant to section 17406 will require the District to enter into site and facilities leases following the approval of the construction documents by the California Department of General Services, Division of the State Architect ("DSA").

B. Consultant may enter into site and facilities lease agreements with the District, contingent upon (1) the District receiving approval from DSA of the construction documents for the Project, (2) the Consultant's fulfillment of the obligations as described in Exhibit "B", (3) the District and Consultant reaching an agreement concerning the lease agreements, including the lease payments and other terms and conditions of the lease agreements, and (4) Board approval of all such agreements. The approval of this preconstruction agreement does not guarantee that the District will enter into any further agreements with Consultant.

C. The District and Consultant desire to enter into an agreement for Consultant to provide certain preconstruction services to the District on the terms set forth below.

**SECTION II SCOPE OF SERVICES**

The Scope of Services subject to this Agreement and to be performed by Consultant for the Project (the "Preconstruction Services") are described in Exhibit "B", attached hereto. Any changes in the scope of the Preconstruction Services must be approved in advance, in writing, by the District. Consultant is not authorized to proceed with any physical work or construction tasks on the Project. Investigatory or exploratory work to support design is not construction

**SECTION III GENERAL CONDITIONS**

A. Consultant's Duties and Status:

Consultant covenants with the District to furnish Consultant's best skill and judgment and to cooperate with any other consultants and any design professionals employed by the District in connection with the Project. Consultant agrees to perform the Preconstruction Services in the best way and in the most expeditious and economical manner consistent with the interests of the District.

Consultant acknowledges that it is an independent contractor and not an agent or employee of the District.

B. Term, Progress and Completion:

Time is of the essence of this Agreement. The term of this Agreement shall begin on the date set forth in this Agreement and shall expire upon completion of the Preconstruction Services or when terminated in accordance with this Agreement. However, as set forth in Exhibit "B" hereto, and assuming the District and Consultant enter into the lease leaseback agreements, certain obligations of Consultant will extend to and apply during the construction phase. Consultant shall promptly commence performance of the Preconstruction Services upon execution of this Agreement and shall diligently pursue performance of the Preconstruction Services until completion.

C. Contract Price:

Compensation for Basic Services: The District shall compensate the Consultant for performing the Preconstruction Services as follows:

1. **A fee not to exceed One Thousand Dollars (\$1,000) commencing on March 15, 2018, until fully executed Lease-Leaseback contracts are in place.**

2. Included in the above fee is an expense allowance, which shall be provided in the amount of \$0,000 ( zero dollars and no cents). Allowable reimbursable expenses are indicated in Exhibit "C." Reimbursable expenses will be billed to the District at direct cost with no markup. Consultant will not exceed the reimbursable expenses allowance without prior written authorization -

D. Payment:

1. Payment by the District to the Consultant for the cost of providing Preconstruction Services will be based on monthly invoices, which will set forth the hours actually worked during the billing period. The billing rates indicated in Exhibit "A" will be multiplied by the actual hours for each position to arrive at the total fee for each month.

2. Consultant shall submit an invoice monthly to the District for the fee and reimbursable expenses incurred for the billing period. The District shall make payment to Consultant of one hundred percent (100%) of the approved invoiced amount within thirty (30) calendar days of the District's receipt of the invoice.

3. All of Consultant's accounting records shall be maintained on a generally accepted accounting basis. All of Consultant's accounting records, invoices and supporting documentation shall be clearly identified and readily accessible. The District

shall have the right to examine and copy such books and records at all reasonable times. Consultant shall permit the District to examine and audit those books and records, shall permit the District to make copies of those books and records, and shall permit the District to inspect all work data, documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall provide an understandable breakdown of costs charged to this Agreement.

E. Prevailing Wages:

Pursuant to California Labor Code section 1720 *et seq.*, the Project, including the Preconstruction Services, is a public works project. Consultant shall pay, and shall cause all sub-consultants and/or subcontractors of every tier to pay, not less than the specified prevailing wage rates to all workers employed at the school site(s) to perform preconstruction work, if any, under this Agreement as required by the Labor Code.

F. Right to Withhold Funds:

The District may withhold the whole or a part of any payment under Paragraph D to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, which may arise for reasons including, but not limited to, the following: 1) defective or deficient work not remedied; 2) failure of Consultant to make payments properly to its employees or sub-consultants or subcontractors; 3) reasonable doubt that the Preconstruction Services can be completed for the then-unpaid balance of the contract price; 4) failure to achieve sufficient progress with the Preconstruction Services such that Consultant is unlikely to achieve timely completion; or 5) failure of Consultant to provide certificates of insurance, indicating compliance with Paragraph J, below.

G. Supervision of Preconstruction Services:

Consultant shall supervise and direct its Preconstruction Services using its best skill and attention. It shall be solely responsible for coordinating all portions of the Preconstruction Services. Consultant shall be responsible to the District for the acts and omissions of its employees, sub-consultants, and their agents and employees, and other persons performing any of the Preconstruction Services under a contract with Consultant. Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned to him or her.

H. Compliance with Laws and Regulations:

At its sole cost and expense, Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Preconstruction Services, pay all local, state, and federal taxes; and pay all benefits, insurance, taxes, and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remunerations paid to Consultant's employees. Upon the District's request, Consultant shall furnish evidence satisfactory to the District that any or all of the foregoing obligations have been fulfilled.

I. Changes/Extra Work:

The District, without invalidating this Agreement, may order changes in the Preconstruction Services within the general scope thereof, consisting of additions, deletions, or

other revisions. The contract price and the time for performance of the Preconstruction Services shall be adjusted accordingly. All such changes in the Preconstruction Services, including changes in the contract price and the time for performance of the Preconstruction Services, shall be authorized only by written change order, signed by the District. If Consultant claims that performance of any work entitles it to additional compensation or to an extension of the time for performance of the Preconstruction Services, Consultant shall provide written notice to the District of any such claim prior to undertaking such work. If the District refuses to issue a change order for such work, Consultant shall perform that work and shall submit a complete and specific claim for additional compensation or extension of time for performance within ten (10) days after such work is performed. No claim, dispute or controversy shall interfere with the progress or performance of the Preconstruction Services, and Consultant shall proceed with the Preconstruction Services as directed by the District.

J. Insurance:

Consultant shall procure and maintain insurance on all of its operations during the progress of the Preconstruction Services, with insurance companies admitted in California, on forms acceptable to the District, for the following minimum insurance coverages:

1. Workers' compensation insurance and occupational disease insurance as required by California law and employer's liability insurance with minimum limits of \$1,000,000 covering all work places involved in this Agreement.

2. Comprehensive general liability insurance on an "occurrence basis," including Consultant's Contingent coverage, with limits of not less than as indicated as follows:

i. Bodily Injury Liability - \$2,000,000 each occurrence; Property Damage Liability - \$2,000,000 each occurrence; \$4,000,000 annual aggregate;

3. The insurance shall cover all operations of Consultant, including but not limited to the following: (1) premises, operations, and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by Consultant in this Agreement; (4) Independent Consultant's Contingent coverage; (5) explosion, collapse, and underground property damage; (6) broad form property damage liability endorsement (including completed operations); and (7) personal injury liability endorsement. In addition, Consultant shall provide insurance coverage in the above limits for "Any Autos" used in the course of the work.

4. All policies shall name the District as an additional insured during the Project and shall provide that such policy is primary insurance. Consultant shall provide District with a copy of the endorsement for each policy prior to commencing any work.

5. Consultant waives all rights of subrogation against the District for damages covered by any applicable insurance

6. Certificates of insurance, or other evidence of insurance as requested by the District, shall be furnished by Consultant to the District before any work is commenced hereunder by Consultant. The certificates shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days' prior written notice to the

District. The certificates shall be accompanied by the waiver of subrogation as well as the additional insured endorsement language.

K. Default By Consultant:

If Consultant at any time or in any respect does any of the following:

1. fails to properly and/or diligently prosecute the Preconstruction Services;
2. is adjudicated a bankrupt;
3. files an arrangement proceeding, or commits any act of insolvency, or makes an assignment for the benefit of creditors without the District's written consent;
4. fails to make prompt payment to persons furnishing labor, equipment, or materials;
5. fails to cause the effect of any suit or lien to be removed within ten (10) days after written demand; or
6. otherwise fails to perform fully any and all of the agreements herein contained,

then Consultant shall be in default. If Consultant fails to cure the default within seventy-two (72) hours after written notice thereof, the District may, at its sole option, (1) provide any such labor, equipment, and materials as may be necessary and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (2) terminate Consultant's right to proceed with the Preconstruction Services. In the event the District elects to terminate, the District shall have the right to, for the purpose of completing the Preconstruction Services, take possession of any documents or other materials of Consultant, and may employ any other person or persons to finish the Preconstruction Services and provide the materials therefore. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Preconstruction Services are completely finished. At that time, the District shall deduct from any money due, expenses incurred by the District for attorneys' fees and for any damages sustained by the District by reason of Consultant's default, plus ten percent (10%) on any and all such expenses as allowed by law. If said expenses and damages incurred by the District in finishing the Preconstruction Services exceed the unpaid balance of this Agreement, then Consultant shall promptly pay to the District the amount by which such expense exceeds such unpaid balance.

L. Termination for Convenience:

The District reserves the absolute right to terminate this Agreement without cause by providing ten (10) days written notice to the Consultant. In the event of termination without cause, Consultant shall be entitled to payment for work satisfactorily performed up to the date of termination. Consultant shall not be entitled to any claim or lien against the District for any additional compensation or damages in the event of such termination and payment. In addition, the District's right to withhold funds under Section III Paragraph F shall be applicable in the event of a termination for convenience.

If this Agreement is terminated by the District for default, and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and



treated as a termination for convenience under this section and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

M. Indemnity:

1. To the fullest extent permitted by law, Consultant shall, with respect to all work which is covered by or incidental to this Agreement, defend, indemnify, and hold harmless the District and all of its officials, agents, representatives and employees (collectively "District"), from and against any and all liens and claims asserted by firms or individuals claiming through Consultant, and claims, liability, loss, damage, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, or other loss, damage, or expense to the extent that any of the above are contributed to or caused by the asserted willful or negligent acts, errors or omissions of Consultant or its agents. Consultant's duty to defend as described herein shall not include the duty to provide a defense but shall include paying District for all defense costs incurred by District for the claims described herein.

2. Consultant and the District each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims.

3. The acceptance by the District of any certificate of insurance providing for coverage of any kind shall in no event be deemed a waiver of any of these indemnity provisions, and Consultant's indemnity obligations shall not be limited by the insurance requirements set forth in this Agreement.

N. Assignment of Contract:

Consultant shall not assign or transfer Consultant's rights or obligations under this Agreement, without the prior written consent of the District, which may be provided or withheld in the District's sole discretion. Should the District consent to such assignment, such consent shall not constitute a waiver of any of the restrictions of this section, and the same shall apply to any successive assignment. The District may assign or transfer the whole or any part of this Agreement, and the District's rights hereunder, to any corporation, individual, or partnership.

O. Notices:

All notices required or permitted under this Agreement shall be in writing and may be accomplished by personal delivery, first-class regular mail of the United States Postal Service, Federal Express or similar next day delivery, sent to the party at the address shown in this Agreement, or by facsimile sent to the facsimile number shown in this Agreement with confirmation of successful transmission. Any such written notice shall be effective upon the date of receipt.

P. References:

Words used in this Agreement in the present tense include the future as well as the present; words used in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.

Q. Acceptance:

This Agreement is intended by the parties as a final expression of their agreement, and supersedes any prior oral or written statements, and is intended also as a complete and exclusive statement of the terms of their agreement. No revisions to this Agreement shall be valid unless accepted in writing and signed by an authorized representative of the District. No condition stated by Consultant in accepting this Agreement shall be binding upon the District unless expressly agreed to in writing by the District. This Agreement may be amended only by a written instrument signed by authorized representatives of the District and Consultant.

R. Waiver Savings Clause:

Waiver by the District of any breach hereof by Consultant shall not constitute a waiver of any subsequent breach of the same or any other provision. If any provision of this Agreement, or any part thereof, shall be held to be invalid under any applicable federal, state, municipal, or other law, ruling, or regulation, then such provision shall remain in effect to the extent permitted, and the remaining provisions of this Agreement shall remain in full force and effect.

S. Dispute Resolution:

1. Attempts to Informally Resolve Claims. Initially, and promptly after identification of a claim, the parties shall meet to review and consider the claim. This meeting shall occur at the earliest practicable date and shall be for the express purposes of: (1) exchanging and reviewing pertinent documents and information relating to the matters and issues in dispute, (2) candidly discussing each party's position, and (3) endeavoring to reach a consensus with regard to a reasonable resolution of the claim.

2. Litigation. If mediation does not resolve the dispute, the party making the claim may then resort to litigation, subject to first complying with all remedies and claim procedures required by law. This Agreement shall be governed and construed in accordance with the laws of the State of California. All disputes between the District and Consultant shall be brought in the Superior Court of the County where the District's administrative office is located, and no other place.

#### SECTION IV ADDITIONAL PROVISIONS

A. Conflicts of Interest:

The Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of the Consultant and performance of its Services under this Agreement. In the event of change in either interests or Services under this Agreement, the Consultant affirms that it will promptly raise with the District any question regarding possible conflict of interest which may arise as a result of such change.

B. Fingerprinting:

1. Education Code section 45125.1 shall apply to this Agreement. The District administrator initiating or responsible for this Agreement shall, pursuant to Section 45125.1 and District policy and guidelines, determine whether fingerprinting is required of Consultant or its employees. Once such determination is made, the administrator



shall verify his/her determination on the signature page of this Agreement. If the Administrator concludes fingerprinting is required, the following shall apply:

i. The Consultant shall, prior to commencement of work pursuant to this Agreement, require any person affiliated with Consultant (or, in appropriate cases, him or herself) to be fingerprinted by the Department of Justice if that person will have unsupervised access to occupied school campuses where children will be present. This provision extends to all consultants and/or subconsultants hired by Consultant that will have unsupervised access to occupied school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony as defined in Section 45122.1 of the California Education Code, Consultant will so certify by signing and submitting the Consultant Certification included herein as Exhibit "C." In addition, Consultant shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses on a form as indicated in Exhibit "C." Consultant must contact the District regarding appropriate access for those persons not cleared by DOJ for reasons other than a violent or serious felony. In which case, Consultant must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses or provide any Services under this Agreement.

ii. Failure to comply with this provision shall constitute grounds for termination of this Agreement.

C. Third Party Beneficiaries:

The District does not assume any liability, duty or obligation to Consultant's subconsultants or their agents and employees by execution or performance of this Agreement, and nothing in this Agreement shall create any contractual relationship between District and any subconsultants, or their agents and employees, employed by Consultant. No subconsultants, agents, employees or other parties are third party beneficiaries of this Agreement. Consultant shall be responsible to District for the acts and omissions of its employees, subconsultants, and their agents and employees, and other persons performing any of the work under this Agreement.

**GCCI, INC.**

**Gravenstein Union School District**

\_\_\_\_\_  
Consultant's Signature

\_\_\_\_\_  
District Signature

**Michael Gentry**

**Jennifer Schwinn**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Its: **President**

Its: **Superintendent**

California Contractors License No. **729437**

**EXHIBIT "A"**  
**Consultant's Hourly Rate Schedule**

**Not Applicable**

## EXHIBIT "B"

### SCOPE OF SERVICES

#### COLLABORATION

Consultant, with Architect, shall jointly schedule and attend regular meetings with the District and the District's consultants. Consultant shall collaborate with Architect, the District and the District's consultants regarding site use and improvements, and the selection of materials, building systems and equipment. Consultant shall provide on-going review and recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets, and possible economies. Consultant also shall participate in developing a construction plan to address project risk and minimize disruptions to the District's educational programs at the Project site.

#### PRELIMINARY PROJECT SCHEDULE

Consultant shall prepare and update a preliminary Project schedule for the District's review and approval. The preliminary Project schedule shall be for each construction phase of the Project. The schedule shall provide for expeditious and practicable execution of the Project. As design proceeds, the preliminary Project schedule shall be updated as needed to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of the final Project cost proposal for each phase (based on the factors listed in the District's request for qualifications for the Project), preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, and proposed date of final completion for each phase of the Project.

#### PRELIMINARY COST ESTIMATES AND VALUE ENGINEERING

A. Consultant shall provide estimating services as needed throughout development of the construction documents. Depending on the stage of document development, the scope and nature of the estimating services may change. Consultant will be expected to provide estimating of portions of the work, systems being considered, details as they are developed, and other estimating exercises that the District, Architect and Consultant deem advisable.

B. When construction documents are submitted to DSA for approval, Consultant shall prepare a detailed estimate based upon the design drawings and specifications received from Architect, and shall set forth any assumptions or interpretations that Consultant used in making the estimate.

C. During the course of providing its Preconstruction Services, Consultant shall continuously be pursuing opportunities to create additional value by identifying options to reduce capital or life cycle cost, improve constructability and functionality, or provide operational flexibility, while satisfying the District's programmatic needs. Consultant shall develop value engineering proposals ("VEP") for District's and Architect's approval for alternative systems, means, methods, finishes, equipment and the

like that satisfy the general design criteria of the Project, but which result in savings of time or money in constructing or operating and maintaining the Project. Each VEP shall describe the proposed change, identify all aspects of the Project directly or indirectly affected by the change, specify the cost or time savings to be achieved if the VEP is accepted, and detail any anticipated effect on the Project's service life, economy of operation, ease of maintenance, appearance, design or safety standards.

## **CONSTRUCTABILITY REVIEW OF CONSTRUCTION DOCUMENTS**

A. During the course of development of the plans and specifications, Consultant shall continually review the design and construction documents for clarity, consistency, constructability and coordination among the design disciplines' drawings, the Project phases, and the construction trades, and shall collaborate with Architect and the District in developing solutions to any identified issues.

B. No later than six (6) weeks after submission of construction documents to DSA for approval, Consultant shall commence a formal, documented constructability review. The formal constructability review shall be completed within four (4) weeks so that the comments therein can be evaluated and incorporated as appropriate prior to DSA backcheck. The purpose of all of Consultant's constructability reviews, including those before submission of the construction documents to DSA for approval and the formal constructability review(s), is to determine that the design comprises complete, accurate and fully coordinated drawings and specifications for construction, and thereby reduce the risk of disruption, delay, change orders and potential claims. Consultant will focus on accuracy, completeness, sequencing and coordination. Consultant's reviews also will seek out alternative construction materials and systems that may result in a cost or time savings to the District. The results of the reviews shall be provided in writing and as notations on the construction documents. Nothing in the contract documents shall relieve the Architect and the other design professionals from their obligation to perform their services and design the Project in accordance with the terms of their respective contracts and the applicable standard of care.

C. Consultant shall engage those subconsultants and/or subcontractors it deems necessary to participate in the constructability reviews. However, regardless of whether Consultant engages subconsultants and/or subcontractors, Consultant shall remain fully responsible for the constructability reviews.

## **SUBCONTRACTORS AND SUPPLIERS**

A. Consultant shall develop a bidding approach and schedule to obtain competitive bids from potential subcontractors and suppliers.

B. Consultant shall seek to develop subcontractor interest in the Project and shall collaborate with the District and Architect to develop a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the work, in each phase of the work. Before proposing any subcontractor or supplier, Consultant shall satisfy itself that the subcontractor or supplier has the financial resources,

qualifications, and experience to complete the work for which it is proposed and is available to do so. Consultant, Architect and the District will promptly review the qualification and decide whether to add the proposed subcontractor to the list. The "pre-qualification" of proposed subcontractors or suppliers shall not waive the right of the District or Architect later to object to or reject any proposed subcontractor or supplier. If Consultant intends to perform a particular scope of work using its own forces, Consultant shall set forth its estimated cost and budget for that scope of work, including all associated labor, equipment and material costs. Consultant's estimate and budget for any work to be performed by Consultant's own forces are subject to District approval. District reserves the right to require said work to be bid.

C. Consultant shall prepare bid packages for the complete scope of work for all trades that will be subcontracted.

D. At Consultant's discretion and with the approval of the District, subcontractors for key trades may be selected prior to bid on a negotiated cost basis in order to involve them in the review and development of the plans and specifications.

E. Consultant shall provide a written bid or proposal evaluation to the District for each of the major building components and systems. Consultant's evaluation shall include a summary of the bids received and identify the subcontract bidder(s) that Consultant recommends.

### **LONG-LEAD TIME ITEMS**

Consultant shall recommend to the District and Architect a schedule for procurement of any long-lead time items which will constitute part of the work as required to meet the Project schedule. If such long-lead time items are procured by the District, they shall be procured on terms and conditions acceptable to Consultant. Upon the District and Consultant entering into the anticipated lease agreements, all contracts for such items shall be assigned by the District to Consultant, who shall accept responsibility for such items as if procured by Consultant. Consultant shall expedite the delivery of long-lead time items to ensure delivery and installation to meet the scheduled completion date.

### **EXTENT OF RESPONSIBILITY**

The recommendations and advice of Consultant concerning design alternatives shall be subject to the review and approval of the District and the District's professional consultants. It is not Consultant's responsibility to ascertain that the drawings and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if Consultant recognizes, or should reasonably have recognized, that portions of the drawings and specifications are at variance therewith, Consultant shall promptly notify Architect and the District in writing. Notwithstanding the foregoing, Consultant represents that during the preconstruction phase and before submitting the estimate for the final project cost, it will carefully examine the site at which the work will be performed and all of the documents included in the contract documents; perform all reasonable investigations essential to a full understanding of the difficulties that may be encountered in performing the work; be familiar with the terms and conditions thereof; and acquaint itself through reasonable discovery with the conditions under which the work is to be performed, including, without limitation, applicable laws, codes and other restrictions (including any restrictions identified by the District and that are related to the District's education programs and/or requirements at the Project site), local labor

conditions, local weather patterns, restriction in access to and from the Project site, prior work performed by others on the Project, and obstructions and other conditions relevant to the work, the site of the work and its surroundings. With the exception of subsurface conditions or other conditions which qualify under the differing site condition clause, if any, in the lease agreement, Consultant expressly assumes the risk of any variance between the actual conditions, either discovered or discoverable through reasonable investigation in the performance of contractual obligations under the contract documents, and the conditions shown or represented in the contract documents. Consultant will complete the Preconstruction Services for the compensation stated in this Agreement, and assumes full and complete responsibility for all Services required under this Agreement.

## **FINAL PROJECT COST PROPOSAL**

A. When the drawings and specifications for each phase are sufficiently complete, Consultant shall propose a final Project cost for the phase, which shall be the sum of the allowable general conditions at actual cost, the cost of all subcontract bids, the cost of any actual construction work performed by Consultant's own forces, Consultant's fee, payment bond, builder's risk insurance, and contingency fund.

B. The "general conditions" portion of each phase's final Project cost includes all general and administrative expenses for the Project, including foreseeable delays and interferences which Consultant may experience in the phase of the Project, for the duration of the schedule which is attached to each phase's final Project cost proposal. The allowable general conditions are as set forth in Exhibit "D." Each phase's final Project cost proposal shall include in its assumptions and clarifications the number of "weather days" that are included as an allowance in the proposed schedule. Weather impacts will only constitute excusable delays to the extent they exceed the allowance agreed upon in the lease agreement and otherwise meet the criteria for an excusable delay, as described in the lease agreement.

## **BASIS OF FINAL PROJECT COST FOR EACH PROJECT PHASE**

A. Consultant shall include with each phase's final Project cost proposal a written statement of its basis, which shall include:

1. A list of the drawings and specifications, including all addenda, that were used in preparation of the phase's final Project cost;
2. The phase's proposed final Project cost, including a statement of the estimated cost and a schedule of values organized by trade categories, allowances, contingencies permitted by this Agreement, general conditions, self-performed work, and other items and the fee that comprise the final Project cost for the phase. Each phase's proposed final Project cost shall include those taxes which are enacted at the time the phase's final Project cost is proposed;
3. A list of the clarifications and assumptions made by Consultant in preparing the final



and Project cost proposal for the phase to supplement the information contained in the drawings and specifications;

4. The date of commencement and the date of completion for the phase, upon which the phase's proposed final Project cost is based, and a schedule of the construction documents' issuance dates upon which the date of completion is based;

5. A list of allowances and a statement of their basis; and

6. A detailed budget and breakdown of all general conditions and jobsite management expenses included within the phase's final Project cost for the duration identified in response to the preceding paragraph, and subject to any limitations described in this Preconstruction Agreement or the anticipated lease agreement.

B. Consultant shall meet with the District and Architect to review each phase's final Project cost proposal and the written statement of its basis. In the event that the District or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify Consultant, who shall make appropriate adjustments to the phase's final Project cost proposal or its basis, or both.

C. The District shall authorize and cause Architect to revise the drawings and specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications that form the basis of each phase's final Project cost, as accepted by the District. Such revised drawings and specifications shall be furnished to Consultant in accordance with schedules agreed to by the District, Architect and Consultant. Consultant shall promptly notify Architect and the District if such revised drawings and specifications are inconsistent with the agreed-upon assumptions and clarifications.

**Exhibit C**

**Allowable Reimbursable Expenses**

**Not Applicable**

**Exhibit D**

**CONSULTANT DOJ Certification**

**Not Applicable**

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Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: (Public Agency): Gravenstein Union School Dist.
3840 Twig Avenue, Sebastopol, CA 95472

County Clerk
County of: Sonoma
585 Fiscal Dr., Room 103
Santa Rosa, CA 95403

(Address)

Project Title: Parking Lot Solar Array Installations

Project Applicant: Gravenstein Union School District

Project Location - Specific:

Gravenstein Elementary School Parking lot: 3840 Twig Avenue Sebastopol, CA 95472
Hillcrest Middle School Parking lot: 725 Bloomfield Rd. Sebastopol, CA 95472

Project Location - City: Sebastopol Project Location - County: Sonoma

Description of Nature, Purpose and Beneficiaries of Project:

The project consists of the construction and installation of freestanding solar/photovoltaic systems on the District's existing school site parking lots. The solar energy will be supplied to that school site.

Name of Public Agency Approving Project: Gravenstein Union School District

Name of Person or Agency Carrying Out Project: Gravenstein Union School District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
Categorical Exemption. State type and section number: 14 CCR 15303, 15311, and 15314
Statutory Exemptions. State code number: Public Resource Code section 21080.35

Reasons why project is exempt:

The project consists of the construction and installation of small accessory solar/photovoltaic systems on an existing school site parking lot and will not increase the capacity of the school. Additionally, the installation of solar energy systems, including associated equipment at an existing parking lot is statutorily exempt under Pub. Res. Code section 21080.35.

Lead Agency

Contact Person: Area Code/Telephone/Extension:

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Date: Title:

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

