

**CAASPP Test Results in Mathematics by Student Group  
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	247	233	94.33	59.23
Male	121	116	95.87	54.31
Female	126	117	92.86	64.1
Black or African American	--	--	--	--
Asian	--	--	--	--
Filipino	--	--	--	--
Hispanic or Latino	36	33	91.67	45.45
White	178	169	94.94	60.36
Two or More Races	21	19	90.48	52.63
Socioeconomically Disadvantaged	40	39	97.5	28.21
English Learners	15	15	100	46.67
Students with Disabilities	25	24	96	8.33

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students  
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	85	86	83	86	56	54

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

### State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

#### California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
7	12	27.7	41

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

#### Opportunities for Parental Involvement (School Year 2017-18)

The Gravenstein Schools Foundation (GSF), Magnet Parent Foundation (MPF), School Site Council, volunteering in classrooms, and field trips are some of the opportunities available for parental involvement. Fundraising through the foundations and helping teachers in class are not the only methods used in volunteering. Many parents share their own talents as a doctor, dentist, chef/cook, scientist, artist, poet, foreign language specialist, physical fitness instructor, and more with classroom students.

During the 2016-17 school year the Board of Trustees, Site Council/LCAP Committee, Leadership, and all teachers were included in the process to update the LCAP throughout the fall. The LCAP was revised and adopted by the board for 2017-18, 2018-19, and 2019-20.

The Trustees and the Superintendent attended county office workshops regarding LCFF and LCAP. Input on the LCAP was solicited via Monday Messages to the Superintendent and a series of meetings. It was decided to include individual responses to questions to include people who could not attend meetings. Parent, staff, Board, student, and administrative LCAP meetings held 5-6 times throughout the year.

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

#### Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions	1.8	1.1	2.4	0.8	0.4	1.9	3.8	3.7	3.6
Expulsions	0.0	0.0	0.0	0.0	0.0	0.0	0.1	0.1	0.1

## School Safety Plan (School Year 2017-18)

The Comprehensive School Safety Plan includes a written plan comprised of all mandatory components, a physical tour of the campus to include some staff, a review of the fire alarm system, and workshops attended by some of the district's safety committee.

The safety plan is reviewed by the Site Council and approved by the school board every year prior to March 1. It was reviewed and edited by the District Site Council in October 2017, and the final draft was approved by Site Council on January 31. The school board will approve the updated Safety Plan at the February 21, 2018 board meeting.

The safety plan is reviewed in its entirety with the staff during staff development days each August before the start of school. This review includes sections covering child abuse, disaster and crisis response, new policies, such as Suspension and Expulsion, the Temporary Removal and Removal of students, sexual harassment of students and personnel, hate crime, and more. Fire and Disaster Response, Hazardous Materials, and more was covered with the assistance of a local Fire Battalion Chief and the local Sebastopol Chief of Police, in consultation with the Sebastopol Police Department's school shooter task force.

Safety goals identified for 2017-18 include: purchase of emergency supply backpacks for every classroom in the District; the addition of window coverings District-wide; and to communicate with parents first and then practice a lock-down in place procedure with students.

## D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

### Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status	Not in PI	Not In PI
First Year of Program Improvement		
Year in Program Improvement*		
Number of Schools Currently in Program Improvement	N/A	0
Percent of Schools Currently in Program Improvement	N/A	0

Note: Cells with N/A values do not require data.

### Average Class Size and Class Size Distribution (Secondary)

Subject	2014-15				2015-16				2016-17			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-22	23-32	33+		1-22	23-32	33+		1-22	23-32	33+
English	19	4	6		19	4	5		19	4	5	
Mathematics	18	7	4		15	10	1		15	10	1	
Science	24	3	5		24	2	5		24	2	5	
Social Science	24	2	6		21	4	4		21	4	4	

Note: Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

**Academic Counselors and Other Support Staff (School Year 2016-17)**

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	
Counselor (Social/Behavioral or Career Development)	0	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	0	N/A
Psychologist	.10	N/A
Social Worker	0	N/A
Nurse	.0798	N/A
Speech/Language/Hearing Specialist	.42	N/A
Resource Specialist	1.0	N/A
Other	0	N/A

Note: Cells with N/A values do not require data.

\*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

**Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)**

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/Restricted	Basic/Unrestricted	
School Site	\$8,745	\$1,798	\$6,961	\$60,915
District	N/A	N/A	\$8,601	\$63,361
Percent Difference: School Site and District	N/A	N/A	-21.1	-3.9
State	N/A	N/A	\$6,574	\$61,939
Percent Difference: School Site and State	N/A	N/A	5.7	-1.7

Note: Cells with N/A values do not require data.

**Types of Services Funded (Fiscal Year 2016-17)**

Federal and State funding is utilized to pay for Learning Labs (LL) and Teaching Assistants (TAs) at both campuses. The TAs spend the majority of their time working with low performing students. State adopted Intervention Programs (Language!) for English Language Arts and (Fast Forward) for Math is utilized for students who are achieving two grade levels or more below their grade level.

**Teacher and Administrative Salaries (Fiscal Year 2015-16)**

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary		\$42,598
Mid-Range Teacher Salary		\$62,232
Highest Teacher Salary		\$80,964
Average Principal Salary (Elementary)		\$102,366
Average Principal Salary (Middle)		\$104,982
Average Principal Salary (High)		
Superintendent Salary		\$117,868
Percent of Budget for Teacher Salaries	46%	32%
Percent of Budget for Administrative Salaries	5%	7%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

## Professional Development (Most Recent Three Years)

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There are 16 professional development days during a school year. Two of the days are full days at the beginning of the year. The other days are spread monthly throughout the year as Early Release Days for students. Teachers meet as grade level groups for planning or they have professional development brought to them on a school campus.

During the 2015-16 school year, the teachers piloted a different math textbook. They continue to utilize the early release days to discuss this math program by grade levels.

During the 2016-17 school year, teachers met to select and train in ELA pilot materials; CPR training for all certificated & office staff; student achievement data analysis and goal setting; and dual-program system inquiry.

During the 2017-18 school year, teacher met to select and train in ELA pilot materials; train in new Frontline sub system; plan pro-social focus for each month as part of a focus on "Choose Kindness" theme for the year; student achievement data analysis and goal setting; and dual-program system inquiry.

The teachers are also encouraged to attend trainings outside of the district in the areas of GATE education (CAG conferences); Special Education trainings; STEAM conference; NGSS implementation; CUE conference; additional Common Core and Leadership training, etc.

New teachers also attend BTSA training with district mentor teachers.

Additional professional development is provided at staff meetings with teachers teaching teachers through demonstration lessons. Teachers on cycle for evaluation in the 17-18 school year met with their site administrator and set professional development goals, and were offered opportunities to attend professional development workshops tied to their chosen goals. Teachers were successful in fulfilling their professional development goals for 2017-18, which ranged from the following examples: developing a Google classroom; offering a science program aligned with the NGSS; implementing the Study Sync curriculum with fidelity; and integrating a mindfulness program into their classroom culture.





# Gravenstein Union Community Day School Accountability Report Card Reported Using Data from the 2016-17 School Year Published During 2017-18

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### **DataQuest**

DataQuest is an online data tool located on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### **Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## **About This School**

### **Contact Information (School Year 2017-18)**

<b>School Contact Information</b>	
<b>School Name</b>	Gravenstein Union Community Day
<b>Street</b>	3840 Twig Ave.
<b>City, State, Zip</b>	Sebastopol, Ca, 95472-5750
<b>Phone Number</b>	707-823-7008
<b>Principal</b>	Linda J. LaMarre
<b>E-mail Address</b>	dfichera@grav.k12.ca.us
<b>Web Site</b>	<a href="http://www.grav.k12.ca.us">http://www.grav.k12.ca.us</a>
<b>CDS Code</b>	49707146119655

District Contact Information	
District Name	Gravenstein Union Elementary
Phone Number	(707) 823-7008
Superintendent	
E-mail Address	jschwinn@grav.k12.ca.us
Web Site	http://www.grav.k12.ca.us

### School Description and Mission Statement (School Year 2017-18)

#### School Profiles

The Gravenstein Union Community Day School is intended for students who are not succeeding in the regular school program. More information on this program can be found on our website [www.grav.k12.ca.us](http://www.grav.k12.ca.us) under policies. You will find Community Day School board policy and administrative regulations.

Gravenstein Union School District is a Kindergarten through 8th grade school district with an enrollment of approximately 725 students, most of who come from English speaking homes with a variety of socio-economic backgrounds. The district is located in the western rural section of Sebastopol in Western Sonoma County. The District serves a primarily rural population in an area of limited growth. Approximately ninety four percent of the property located within the school district boundaries is zoned "rural residential" in the Sonoma County General Plan. This zoning classification also affects the number of students living within the district.

There are four schools in the district. Gravenstein School is a K-5 charter school with the exception of some first grade classes (called Gravenstein First School). Hillcrest Middle School is a 6th - 8th grade middle school which is a charter school, and the district also has a Community Day School. The District has a K-8 Magnet/GATE Program at both campuses (ENRICH!).

The sites reflect the rural nature of the community. The relatively low teacher:student ratio at each site, excellent staff, and very involved parents have worked together to establish a student body that has achieved some of the highest standardized test scores in Sonoma County for the last 15 years.

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

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

The school district utilizes a social emotional learning program (SEL) entitled Second Step. Empathy, Emotion Management, Impulse Control, Problem Solving and Anger Management are some of the topics covered.

Thank you for your interest in our schools.

Jennifer Schwinn, Superintendent

There are four schools within Gravenstein Union School District. They are: Gravenstein Elementary, Gravenstein First, Hillcrest Middle School and Gravenstein Community Day School.

#### School Description:

Gravenstein Community Day School is a K-8 school. Gravenstein Community Day School is an alternative school within the district.



**District Vision:**

We are convinced that all students can learn and that our mission is to ensure that each child masters the knowledge and develops the attitudes and skills necessary to become a contributing and productive citizen. We believe the education of our children is a cooperative effort of home, school and community. We provide a comprehensive program of education for grades K-8 and are grateful for our very supportive and caring parents.

**Mission Statement:**

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

**A. Conditions of Learning****State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

**Teacher Credentials**

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	1	1	.5	
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

**Teacher Misassignments and Vacant Teacher Positions**

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

**Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)**

Year and month in which data were collected: January 2016

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Imagine It- SRA McGraw Hill (grades K-5) McDougal Littel (grades 6-8) IXL is being used as a supplemental curriculum beginning 16-17	Yes	0

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Mathematics	CGP - 2008 Adopted text for grades 6-8 - but not used during the 2014-15 school year.  SRA/McGraw Hill Math 2015 was piloted by all district teachers during the 2014-15 school year  Houghton/Harcourt Go Math 2015 -Piloted by all district teachers during the 2015-16 school year. Staff is not fully satisfied with Go Math at the middle school level, and are considering an additional pilot in the future.  IXL is being used as a supplemental curriculum beginning 16-17	Yes	0
Science	McDougall Littel Science -grades 6-8	Yes	0
History-Social Science	History Alive for grades 6-8  Harcourt (K-5)	Yes	0

#### School Facility Conditions and Planned Improvements (Most Recent Year)

This school is located on Hillcrest Middle School campus. Hillcrest has 16 classrooms, a performing arts/gymnasium, and an administration building. Within two campuses, the district employs three full-time custodial and maintenance professionals. The district works proactively to provide safe, clean, and adequate facilities. Deferred Maintenance projects are continually planned and executed (such as replacement of student restroom stalls, toilets, and tile as needed on both campuses. Classroom carpet replacement, painting, blacktop and striping of parking lots are just a few of the other ongoing projects.

We have had a modernization or new building project (to remove and replace old modular units) at one of the campuses every summer for the last several years. In 2012 the district passed a General Obligation Bond for a new building project at the Hillcrest Middle School campus and modernization project at Gravenstein Elementary. The new building project at Hillcrest was completed during the summer of 2015. Phase 1, which was completed in August of 2015, included new roofing, sidewalks, and ADA compliance construction. Phase 2 of the modernization began in June of 2016. This part of the modernization includes a complete renovation of the student restrooms, heating and lighting in most classrooms, and changes to the district and school offices. Phase 2 was completed at the start of the 2017-18 year. Phase 3 on the Gravenstein Elementary campus is scheduled to begin in the summer of 2018, and includes remodeling the multi-purpose room, staff bathrooms, and learning lab classroom with new flooring, lighting, and heating system. Phase 4 is scheduled to begin on Hillcrest campus the summer of 2018, and includes the following: new energy efficient lighting; parking lot cover with solar array; ADA access to the lower field, and a new switch gear and transformer.

#### School Facility Good Repair Status (Most Recent Year)

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 01/05/18				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			Principal's Office: Heater missing knob
Interior: Interior Surfaces	X			Room 10: Modernized in 2007. T8 lighting added

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 01/05/18				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			Room 16: Built in 2015. Has clutter in science prep room. Storm drain drains slowly.
Electrical: Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			Room 10: Modernized in 2007. T8 lighting added
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Room 11: Modernized in 2007. T8 lighting added Room 16: Built in 2015. Has clutter in science prep room. Storm drain drains slowly.

**Overall Facility Rating (Most Recent Year)**

Year and month of the most recent FIT report: 01/05/18				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

**B. Pupil Outcomes**

**State Priority: Pupil Achievement**

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

**CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students  
Grades Three through Eight and Grade Eleven**

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)						
Mathematics (grades 3-8 and 11)						

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**CAASPP Test Results in ELA by Student Group  
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students				

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Grades Five, Eight, and Ten**

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Science (grades 5, 8, and 10)						

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Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.



## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

### Opportunities for Parental Involvement (School Year 2017-18)

The Gravenstein Schools Foundation (GSF), Magnet Parent Foundation (MPF), School Site Council, volunteering in classrooms, and field trips are some of the opportunities available for parental involvement. Fundraising through the foundations and helping teachers in class are not the only methods used in volunteering. Many parents share their own talents as a doctor, dentist, chef/cook, scientist, artist, poet, foreign language specialist, physical fitness instructor, and more with classroom students.

During the 2016-17 school year the Board of Trustees, Site Council/LCAP Committee, Leadership, and all teachers were included in the process to update the LCAP throughout the fall. The LCAP was revised and adopted by the board for 2017-18, 2018-19, and 2019-20.

The Trustees and the Superintendent attended county office workshops regarding LCFF and LCAP. Input on the LCAP was solicited via Monday Messages to the Superintendent and a series of meetings. It was decided to include individual responses to questions to include people who could not attend meetings. Parent, staff, Board, student, and administrative LCAP meetings held 5-6 times throughout the year.

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

### Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions			*	0.8	0.4	1.9	3.8	3.7	3.6
Expulsions			*	0.0	0.0	0.0	0.1	0.1	0.1

### School Safety Plan (School Year 2017-18)

The Comprehensive School Safety Plan includes a written plan comprised of all mandatory components, a physical tour of the campus to include some staff, a review of the fire alarm system, and workshops attended by some of the district's safety committee.

The safety plan is reviewed by the Site Council and approved by the school board every year prior to March 1. It was reviewed and edited by the District Site Council in October 2017, and the final draft was approved by Site Council on January 31. The school board will approve the updated Safety Plan at the February 21, 2018 board meeting.

The safety plan is reviewed in its entirety with the staff during staff development days each August before the start of school. This review includes sections covering child abuse, disaster and crisis response, new policies, such as Suspension and Expulsion, the Temporary Removal and Removal of students, sexual harassment of students and personnel, hate crime, and more. Fire and Disaster Response, Hazardous Materials, and more was covered with the assistance of a local Fire Battalion Chief and the local Sebastopol Chief of Police, in consultation with the Sebastopol Police Department's school shooter task force.

Safety goals identified for 2017-18 include: purchase of emergency supply backpacks for every classroom in the District; the addition of window coverings District-wide; and to communicate with parents first and then practice a lock-down in place procedure with students.

New fire alarm system was installed at Gravenstein during the 2016-17 year, including the installation of a large water tank on the Gravenstein Elementary campus.

## D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

### Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status		Not In PI
First Year of Program Improvement		
Year in Program Improvement*		
Number of Schools Currently in Program Improvement	N/A	0
Percent of Schools Currently in Program Improvement	N/A	0

Note: Cells with N/A values do not require data.

### Average Class Size and Class Size Distribution (Elementary)

Grade Level	2014-15				2015-16				2016-17			
	Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+

Number of classes indicates how many classes fall into each size category (a range of total students per class).

### Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	
Counselor (Social/Behavioral or Career Development)		N/A
Library Media Teacher (Librarian)		N/A
Library Media Services Staff (Paraprofessional)	0	N/A
Psychologist	0	N/A
Social Worker	0	N/A
Nurse	0	N/A
Speech/Language/Hearing Specialist	0	N/A
Resource Specialist		N/A
Other		N/A

Note: Cells with N/A values do not require data.

\*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

### Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$101,194	\$0	\$101,194	\$81,584
District	N/A	N/A	\$8,601	63,362
Percent Difference: School Site and District	N/A	N/A	168.7	25.1
State	N/A	N/A	\$6,574	\$61,939
Percent Difference: School Site and State	N/A	N/A	175.6	27.4

Note: Cells with N/A values do not require data.



**Types of Services Funded (Fiscal Year 2016-17)**

Federal and State funding is utilized to pay for Learning Labs (LL) and Teaching Assistants (TAs) at both campuses. The TAs spend the majority of their time working with low performing students. State adopted Intervention Programs (Language!) for English Language Arts and (Fast Forward & Go Math) for Math is utilized for students who are achieving two grade levels or more below their grade level.

**Teacher and Administrative Salaries (Fiscal Year 2015-16)**

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary		\$42,598
Mid-Range Teacher Salary		\$62,232
Highest Teacher Salary		\$80,964
Average Principal Salary (Elementary)		\$102,366
Average Principal Salary (Middle)		\$104,982
Average Principal Salary (High)		
Superintendent Salary		\$117,868
Percent of Budget for Teacher Salaries	46%	32%
Percent of Budget for Administrative Salaries	5%	7%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/td/cs/>.

**Professional Development (Most Recent Three Years)**

There are 16 professional development days during a school year. Two of the days are full days at the beginning of the year. The other days are spread monthly throughout the year as Early Release Days for students. Teachers meet as grade level groups for planning or they have professional development brought to them on a school campus.

During the 2015-16 school year, the teachers piloted a different math textbook. They continue to utilize the early release days to discuss this math program by grade levels.

During the 2016-17 school year, teachers met to select and train in ELA pilot materials; CPR training for all certificated & office staff; student achievement data analysis and goal setting; and dual-program system inquiry.

During the 2017-18 school year, teacher met to select and train in ELA pilot materials; train in new Frontline sub system; plan pro-social focus for each month as part of a focus on "Choose Kindness" theme for the year; student achievement data analysis and goal setting; and dual-program system inquiry.

The teachers are also encouraged to attend trainings outside of the district in the areas of GATE education (CAG conferences); Special Education trainings; STEAM conference; NGSS implementation; CUE conference; additional Common Core and Leadership training, etc.

New teachers also attend BTSA training with district mentor teachers.

Additional professional development is provided at staff meetings with teachers teaching teachers through demonstration lessons. Teachers on cycle for evaluation in the 17-18 school year met with their site administrator and set professional development goals, and were offered opportunities to attend professional development workshops tied to their chosen goals. Teachers were successful in fulfilling their professional development goals for 2017-18, which ranged from the following examples: developing a Google classroom; offering a science program aligned with the NGSS; implementing the Study Sync curriculum with fidelity; and integrating a mindfulness program into their classroom culture.

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# Comprehensive School Safety Plan SB 187 Compliance Document

## 2017-18 School Year

**School:** Gravenstein Union School District  
**CDS Code:** 49707146051742  
**District:** Gravenstein Union Elementary School District  
**Address:** 3840 Twig Ave  
 Sebastopol, CA 95472  
**Date of Adoption:** 2/21/18

Approved by:

Name	Title	Signature	Date
Jennifer Schwinn	Superintendent		2-16-18
Jim Horn	GUSD Board President		
Dan Dexter	District Site Council Chair		2-14-18

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## Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at 3840 Twig Ave.; Sebastopol, CA 95472.

### Safety Plan Vision

School Vision and Mission Statement

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

### GOALS:

#### 1. School Environment

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

#### 2. Curriculum & Assessment



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

### 3. Coordination of School District and Community

- a. Articulation and coordination of curriculum with the State of California. Encourage district connection with Governor's Initiative trainings for professional development.
- b. Volunteerism - students in the community and community in the school (e.g. student council projects; community service enrichment class @ HMS)
- c. Recruit and encourage business and professional interaction with the school.

Special education services on each site include a Learning Lab serving all special education and Title 1 students, speech and language services, and full inclusion availability for all grades. Our district also offers a before/after school childcare and homework club, "Beyond the Bell." School bus transportation is provided to students for a fee.

## Components of the Comprehensive School Safety Plan (EC 32281)

### Gravenstein Union School District Safety Committee

Brian Sposato, Head of Maintenance, Classified Staff  
Jennifer Schwinn, Superintendent, GUSD  
David Fichera, Principal, Hillcrest Middle School  
Keri Pugno, Principal, Gravenstein Elementary  
Beth Trivunovic, Gravenstein Elementary Teacher  
Dan Dexter, Hillcrest Middle School Teacher  
Kelly Sporrer, Hillcrest Middle School Teacher  
Terese Hillborn, Gravenstein Parent  
Michele Gray, Hillcrest Parent

### Assessment of School Safety

Safe and effective schools are places that are free from disruptive behavior and discipline problems that interrupt learning. Safe schools have a responsibility to provide safe, disciplined, and drug-free environments where students feel safe from intimidation, bullying, rejection, and physical harm. They allow students to concentrate on learning; teachers to focus on teaching; and parents to be confident their children are in a secure, peaceful environment.

### Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

We will continue to use our site and community resources such as the Second Step program, CPS, Police Education Programs, and Student Health Education Program to further support our students and families. We selected "Choose Kindness" as the theme for the 2017-18 school year. Each month a different positive lifeskill is celebrated (e.g. courage, imagination, empathy).

We have developed the following action plan for our school community:

#### Action Plan

1. Staff will utilize gang/bullying awareness and SEL programs sponsored by the district.
2. Playground supervisors will be continually educated to include programs for suspected bullying/gang activities.
3. All staff will annually review and be updated on Child Abuse policies.
4. All staff will receive training in school wide disaster response.
5. Monthly assemblies and teacher-led activities celebrating pro-social life skills via activities, and student recognition for demonstrating the positive behaviors.

TK/Kindergarten – 2nd: Second-Step Program which includes, Empathy, Impulse Control, Anger Management, Friendship Skills

3rd – 5th: Second-Step Program which includes, Empathy, Impulse Control, Anger Management, Bully Prevention

6th – 8th: Second-Step Program which includes, Empathy, Impulse Control, Anger Management, Bully Prevention, Suicide Prevention

### (A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

#### RECEIPT AND ACKNOWLEDGMENT OF CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment who he or she knows or reasonably suspects has been the victim of child abuse to report the suspected abuse to a child protective agency immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

"Child abuse" means a physical injury which is inflicted by other than accidental means on a child by another person. "Child abuse" also means the sexual abuse of a child or any act or omission proscribed by Penal Code section 273a (willful cruelty or unjustifiable punishment of a child) or 273d (corporal punishment or injury). "Child abuse" also means the neglect of a child or abuse in out-of-home care. Child abuse does not mean a mutual affray between minors.

"Reasonable suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his or her training or experience, to suspect child abuse. For the purpose of the child abuse laws, the pregnancy of a minor does not, in and of itself, constitute the basis of reasonable suspicion of sexual abuse.

"Child care custodian" includes teachers; an instructional aide, a teacher's aide, or a teacher's assistant employed by any public or private school, who has been trained in the duties imposed by this article, if the school district has so warranted to the state Department of Education; a classified employee who has been trained in the duties imposed by this article, if the school district has so warranted to the state Department of Education; administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school; administrators of a public or private day camp; licensees; administrators and employees of licensed community care or child day care facilities; headstart teachers; licensing workers or licensing evaluators; public assistance workers; employees of a child care institution including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities; and social workers or probation officers, or any person who is an administrator or presenter of, or a counselor in, a child abuse prevention program in any public or private school.

"Health practitioner," includes physicians and surgeons, psychiatrists, psychologists, dentists, residents, interns, podiatrists, chiropractors, licensed nurses, dental hygienists, optometrists or any other person who is currently licensed under Division 2 (commencing with section 500) of the Business and Professions Code, marriage, family and child counselor, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with section 1797) of the Health and Safety Code, a psychological assistant registered pursuant to section 2913 of the Business and Professions Code, marriage, family and child counselor trainees, as defined in subdivision (c) of section 4980.03 of the Business and Professions Code, unlicensed marriage, family and child counselor interns registered under section 4980.44 of the Business and Professions code, state or county public health employees who treat a minor for venereal disease or any other condition, coroners, paramedics and religious practitioners who diagnose, examine, or treat children. (Penal Code Section 11165.2)

Failure to comply with the requirements of section 11166 is a misdemeanor, punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000) or by both.

Attached hereto is a copy of Penal Code sections 11166 and 11167, which explain the procedure for reporting child abuse and outline what must be in the report.

## **(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)**

### **Disaster Plan (See Appendix C-F)**

#### **Emergencies and Disaster Preparedness Plan Overview**

Whenever there is any type of disaster, the safety of the students is the first concern. All district employees are disaster service workers subject to such disaster activities as may be assigned by their supervisors or by law.

In this guide, you will find reference to specific needed items. This guide is to be used by staff members in case of an emergency. Each employee should keep this booklet in an accessible place for ready reference and be familiar with its contents. All district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and events that threaten to result in disaster. Remember, knowing what to do in an emergency may save your life or the life of a fellow employee or student.

This plan details the provisions for handling all foreseeable emergencies and disasters. This plan shall be reviewed and updated at least annually.

District and site plans shall address at least the following situations:

- a. Fire
- b. Shooter/Terrorism, Civil Unrest

- c. Bomb Threat
- d. Natural Disasters, i.e. floods, earthquakes, severe weather
- e. Man-Made Disasters, i.e. airplane crashes, chemical accidents.

**Handicapped Students**

Each handicapped student, unable to follow emergency procedures on his or her own, will be assigned a staff member whose responsibility it will be to assist the student in appropriately responding to the emergency.

**CONTACT INFORMATION FOR MAJOR SYSTEMS FAILURE, SUCH AS POWER FAILURE, TELECOMMUNICATION, HEATING SYSTEM, WATER OUTAGE, NATURAL GAS LEAK**

1. Contact District Office at 823-7008 or intercom 211, 213, 210, 249
2. Contact Gravenstein School Office 823-5361 or intercom 211
3. Contact Hillcrest School Office 823-7653 or intercom 310, 312

**Vendor Contacts for Emergencies:**

- All-Guard Alarm Systems 800-255-4273  
State address and school site and room #s, because there are multiple accounts for each school site.
- Fire Alarm troubles or actual alarms  
Gravenstein site Advanced Security Systems 800-580-0881 Central Dispatch # Station for false alarms asap. Account #9913  
Service or trouble: Advanced Security 544-9200 Mention Account #9913  
\*Note often the trouble with fire alarm systems is a phone line issue with AT&T. If they say UDACT trouble then usually there is a problem with an outside line with AT&T. Call AT&T (see them down below) to schedule service. Fire alarm line #s are 1) 824-1971  
2) 823-3492
- Fire Alarm troubles or actual alarms  
Hillcrest Site Slembrouck-Many Corporation 800-458-4519 central station to false alarms asap. Account #65-1050  
Service or trouble: Slembrouck\_Many Corporation 778-0170 Account #65-1050  
\*Note often the trouble with fire alarm systems is a phone line issue with AT&T. If they say UDACT trouble then usually there is a problem with an outside line with AT&T. Call AT&T (see them down below) to schedule service. Fire alarm line #s are 1) 823-7031  
2) 823-7033
- No Power at site or Gas Leaks  
PG&E follow menu prompts  
800-743-5000
- Electrical  
Blakeslee Electric: Electrical issues emergency.  
14 W 3rd St, Santa Rosa, CA 95401  
(707) 545-6393
- Mechanical HVAC Systems : For broken heaters or gas line issues.  
Roberts Mechanical and Electrical  
4649 Dowdell Ave, Santa Rosa, CA 95407  
(707) 584-5880
- Roofing  
1)Henris Roofing (Major Leaks)  
741 Petaluma Blvd S, Petaluma, CA 94952  
(707) 763-1535

2) Cornerstone Roofing 546-3547

- Plumbing Issues Major backups or broken pipes

1) Mr. Rooter Plumbing of Sonoma County (707) 327-2001

2) Karuza Plumbing

1215 Briggs Ave, Santa Rosa, CA 95401

(707) 524-2400

- Phones Outside Lines (General static or non working)

AT&T 800-246-8464 follow voice prompts, to create trouble report.

When technician is on site they want to know where the MPOE (Main Point of Entry) is located.

At Gravenstein it is on the outside of classroom 5 in the Gray Box.

At Hillcrest it is inside the A wing custodial closet.

- Phone system Inside wiring or bells not working

Windsor Telcom 578-4748

- Locks/Keying issues

1) Sebastopol Lock 823-5625

2) Bill's Lock and Safe Santa Rosa 544-7355

- NO WATER OR PROBLEMS WITH WATER SYSTEM

Weeks Drilling and Pump 879-4049

- Sonoma County Animal Control For possible animals that may pose a threat  
565-7100. If not available, call Sonoma County Sheriff 565-2511

**Public Agency Use of School Buildings for Emergency Shelters**

N/A

**(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines**

The Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

(cf. 5144 - Discipline)

\*\*\*Note: The following optional paragraph excludes suspended or expelled students' participation in extracurricular activities.\*\*\*

Suspended or expelled students shall be denied the privilege of participation in all extracurricular activities during the period of suspension or expulsion. (cf. 6145 - Extracurricular and Co-curricular Activities)

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student.

Except for single acts of a grave nature, expulsion shall be used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to self or others. The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be those specified in law and/or administrative regulation.

**(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)**

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

**(E) Sexual Harassment Policies (EC 212.6 [b])**

\*\*\*Note: Education Code 231.5 and 34 CFR 106.9 mandate the district to have written policies on sexual harassment. The following policy addresses harassment by and/or of students; for policy addressing the sexual harassment by and/or of employees, see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment. \*\*\*

\*\*\*Note: A district can be held liable for student-on-student or employee-on-student sexual harassment pursuant to Title IX (20 USC 1681-1688) and/or Education Code 220, if the district is found to have been "deliberately indifferent" in its response to known sexual harassment. In Davis v. Monroe County Board of Education, the Supreme Court held that a district would be deliberately indifferent if (1) the harasser and the context in which the sexual harassment occurred were within the district's control; (2) the harassment was so severe, pervasive, and objectively offensive that it deprived the victim of access to educational opportunities or benefits provided by the district; (3) the district had actual knowledge of the harassment; and (4) the district's conduct was unreasonable considering the surrounding circumstances. This standard was applied by an appellate court in Donovan v. Poway Unified School District based on Education Code 220. \*\*\*

\*\*\*Note: In addition to filing a private civil lawsuit, a victim of sexual harassment may file a complaint with the California Department of Education and/or the U.S. Department of Education's Office for Civil Rights (OCR). In April 2011, OCR issued its Dear Colleague Letter: Sexual Violence to supplement its January 2001 Revised Sexual Harassment Guidance on federal Title IX requirements as they pertain to sexual harassment. In the letter, OCR clarifies that sexual violence, including rape, sexual assault, sexual battery, and sexual coercion, is a form of sexual harassment that must be addressed by districts in the same way as other forms of sexual harassment, such as unwelcome sexual advances. \*\*\*

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits sexual harassment of students at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against any person who files a complaint, testifies, or otherwise participates in district complaint processes.



(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)  
(cf. 5131 - Conduct)  
(cf. 5131.2 - Bullying)  
(cf. 5137 - Positive School Climate)  
(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

#### Instruction/Information:

\*\*\*Note: In its April 2011 Dear Colleague Letter: Sexual Violence, OCR restates the requirement that a district's procedure for investigating sexual harassment complaints must be widely disseminated and be written in language appropriate to the age of the school's students so that students understand how it works. Examples include having copies of the procedure available throughout the school, publishing the procedure in the student handbook, and identifying individuals who can explain how the procedure works. The following optional section is based on OCR recommendations and may be revised to better accommodate student needs and district practice. \*\*\*

The Superintendent (or designee) shall ensure that all district students receive age-appropriate instruction and information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence

\*\*\*Note: In its April 2011 Dear Colleague Letter: Sexual Violence, OCR acknowledges that possible rule violations by victims or other students may affect their willingness to report sexual harassment or violence. For example, a victim who is sexually harassed while he/she is away from school without permission may be reluctant to file a complaint if he/she believes that he/she may be disciplined for the violation. Thus, OCR suggests that, in communicating items #2 and #3 below, districts should emphasize that student safety is the primary concern and that any other rule violation will be addressed separately from the sexual harassment or violence issue. \*\*\*

2. A clear message that students do not have to endure sexual harassment

3. Encouragement to report observed instances of sexual harassment, even where the victim of the harassment has not complained

4. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made

5. Information about the rights of students and parents/guardians to file a criminal complaint, as applicable

#### Complaint Process

\*\*\*Note: Pursuant to Education Code 231.5, the district's policy must contain information on where to obtain a specific procedure for reporting charges of sexual harassment and pursuing available remedies. In addition, 34 CFR 106.8 requires a district to adopt and publish a grievance procedure providing for a prompt and equitable resolution of student complaints alleging sexual harassment. Because courts have held that a district may be liable for student-on-student harassment if an employee with authority to take corrective action has actual knowledge of the harassment, it is recommended that the district's instruction to its students include examples of employees who may have such authority (e.g., principals, teachers, and coaches). In addition, even if the matter has been referred to law enforcement for investigation, a district still has a responsibility to investigate the complaint as a matter of sex discrimination. \*\*\*

\*\*\*Note: The accompanying administrative regulation details a site-level complaint procedure, including timelines, conduct of the investigation, and remedies. However, districts may instead consider using the uniform complaint procedures, pursuant to 5 CCR 4600-4687, to resolve such complaints; see BP/AR 1312.3 - Uniform Complaint Procedures. \*\*\*

Any student who feels that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity (e.g., by a visiting athlete or coach) shall immediately contact his/her teacher or any other employee. An employee who receives such a complaint shall report it in accordance with administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 5141.4 - Child Abuse Prevention and Reporting)

The Superintendent or designee shall ensure that any complaints regarding sexual harassment are immediately investigated in accordance with administrative regulation. When the Superintendent or designee has determined that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and to address its effects on the victim.

#### Disciplinary Actions

\*\*\*Note: Pursuant to Education Code 48900.2, a student in grades 4-12 may be suspended and/or expelled from school for sexual harassment. However, districts should note that Education Code 48915(c) requires the Superintendent or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. See AR 5144.1 - Suspension and Expulsion/Due Process. \*\*\*

Any student who engages in sexual harassment or sexual violence at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

#### Confidentiality and Record-Keeping

\*\*\*Note: Pursuant to 5 CCR 4964, districts are required to keep complaints and allegations of sexual harassment confidential, except when disclosure is necessary to further the investigation, other needed remedial action, or ongoing monitoring. In its April 2011 Dear Colleague Letter: Sexual Violence, OCR counsels districts to respond to sexual harassment that comes to their attention even when a victim requests anonymity. \*\*\*

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)  
(cf. 5125 - Student Records)

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in the schools.

#### Legal Reference:

##### EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex  
48900 Grounds for suspension or expulsion  
48900.2 Additional grounds for suspension or expulsion; sexual harassment  
48904 Liability of parent/guardian for willful student misconduct  
48980 Notice at beginning of term

##### CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships  
1714.1 Liability of parents/guardians for willful misconduct of minor

##### GOVERNMENT CODE

12950.1 Sexual harassment training

##### CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs  
UNITED STATES CODE, TITLE 20  
1681-1688 Title IX, discrimination  
UNITED STATES CODE, TITLE 42  
1983 Civil action for deprivation of rights  
2000d-2000d-7 Title VI, Civil Rights Act of 1964  
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended  
CODE OF FEDERAL REGULATIONS, TITLE 34  
106.1-106.71 Nondiscrimination on the basis of sex in education programs  
COURT DECISIONS  
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567  
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130  
Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736  
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629  
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274  
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473  
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011  
Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010  
OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Sexual Violence, April 4, 2011  
Sexual Harassment: It's Not Academic, September 2008  
Revised Sexual Harassment Guidance, January 2001

WEB SITES

CSBA: <http://www.csba.org>  
California Department of Education: <http://www.cde.ca.gov>  
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

**(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)**

Dress Code: The purpose of student dress and appearance regulations is to encourage students to dress appropriately and attend school properly prepared for participation in the educational process. Guidelines also serve to prevent disruption of the classroom atmosphere, to eliminate disturbances and distractions among students and to protect the safety, health and welfare of the individual student. Appropriate dress and personal appearance at school and school-related activities shall not include any clothing, attire or accessory that by its manner of appearance, arrangement, trademark, fit, or any other attribute, is: unsafe, disruptive, unhealthful, obscene, profane, ethnically, racially or sexually degrading, libelous or slanderous, exposing undergarments, provocative or revealing, advocating unlawful behavior or illegal substances, or suggesting or promoting any affiliation with any street gang or other group that commits unlawful acts. Current examples of inappropriate dress include but are not limited to the following:

Unsafe:

Inappropriate shoes (for Physical Education or playground) or no shoes

Oversized pants/shorts (must fit at waist without a belt)

Unhealthful, Unsafe and Advocating Unlawful Behavior or Gang Affiliation or Illegal Substances:

Clothing or personal articles displaying references such as tobacco, alcoholic beverages, marijuana, etc.

Any clothing or articles considered gang-related (with guidance from law enforcement) such as bandanas, hairnets, chain accessories, slippers, etc.

Disruptive, Provocative or Revealing:

Clothing considered undergarments

Clothing exposing undergarments

Clothing exposing midriff, upper torso, etc., halter tops (exposing front or back) and swimwear

Shorts or skirts that are too short (administrative determination)

In accordance with this policy, administration will make the determination of the appropriateness of the clothing/article at school. The administration may ask that an item be removed, request that more appropriate clothing be brought from home, schedule a student-parent conference or take any necessary disciplinary action.

### **(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)**

#### District Rules and Policies

1. All visitors entering the school campus are to sign in at the school office. Parents or visitors are NEVER to go directly to a classroom during normal business hours.
2. All students are to exit and enter vehicles at the designated areas.
  - An adult who is holding the student's hand or guiding the student in close proximity MUST accompany each student walking through the parking lot.
3. All students are to play in designated playground areas under adult supervision
  - Students are not to leave playground areas unless they have permission
4. Students are not to leave the school campus during the instructional school day unless they are being picked up by a parent/guardian or a person whose name appears on the student's emergency card on file in the school office. Acceptance of a facsimile with the parent's signature, email, or phone call authorizing a pick up may be approved by the school administration only in emergency situations.
5. Parents or guardian must sign in students coming to school late, and all students leaving before dismissal must be signed out through the office by a parent/guardian or someone on the emergency card (refer to #4).
6. Students who normally ride the bus must follow the same procedures as in #4 in order to have permission to be picked up by someone other than a parent/guardian.
7. Students arriving/leaving by bicycle or walking must have a signed permission slip from the parent/guardian on file with the school office.
8. Students arriving/leaving by bicycle must wear a helmet, as required by law.
9. Any students who attend after school care must have their parent or guardian notify the school secretary and teacher when there is a change in the scheduled attendance. (See Beyond the Bell contract)
10. Teachers and staff will help monitor traffic flow and pickup areas after school to ensure that students are leaving school in a safe manner and to ensure all students are picked up. Students who have not been picked up, (missed the bus, missed communication with parent, vehicle breakdown etc.) will go the school office so the school secretary can contact the parent/guardian.
11. All field trips require permission slips giving the students permission to leave the campus. Parents who volunteer to drive on fieldtrips must submit a verification of insurance form and have it signed by the superintendent or principal to be approved. Parents / guardians also have the option to sign a waiver to drive their own student only on fieldtrips. Parents or guardians who sign this waiver may not transport any student but their own.

### **(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)**

#### **Component:**

"Go Bags" for student safety - disaster/accident preparedness for classroom, field trips, & safety drills

**Element:**

Disaster procedures, routine and emergency

**Opportunity for Improvement:**

Teachers need an emergency "go bag" stocked with first aid supplies, water, class lists, students' emergency contacts, etc. to keep in the classroom for small injuries; take on field trips; and take out on emergency drills, or in case of an actual emergency.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Put "go bags" in each classroom	Research types of emergency backpacks available		•Supt. Schwinn	
	Site Council approves bags purchase		•Supt. Schwinn	
	GUSD Board approved bag purchase		•Supt. Schwinn	
	Purchase emergency backpacks	Safety funds from RESIG inspection completed on time and general funds	•Supt. Schwinn, Wanda Holden	
	Distribute backpacks to teachers		•Principals Pugno and Fichera	Backpacks have been distributed, as of Dec 2017
	Ensure each backpack has updated class lists each year, student emergency contacts & medical releases, and copies of student accident and dismissal logs		• Each teacher responsible for updating the bags contents each year.	•Principals responsible for putting the tsk on a staff mtg agenda each Sept.

**Component:**

Window coverings for a safe and healthy learning environment

**Element:**

Safe school environment

**Opportunity for Improvement:**

Currently, many classrooms and offices are without window coverings. If window coverings were installed, they would provide more safety to students and staff during a lock down in place order. Also, some Hillcrest classrooms are getting too much sun, and therefore can get too warm, and window coverings can help classroom temperature control.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Install window coverings that can be closed quickly and provide insulation to classroom and office windows on both school campuses.	Research products available		Brian Sposato	
	Research installers that are approved (prevailing wage)		Brian Sposato	
	Inquire with staff about what types of window coverings are desirable		Supt. Schwinn, Brian Sposato	Staff indicate satisfaction with improved room conditions
	Obtain 2-3 bids		Brian Sposato	
	Take bids to GUSD Board for approval		Supt Schwinn	GUSD provides approval of window covering project
	Contract for installation of blinds	Fund 40, Fund 14	Supt. Schwinn	

**Component:**

Establish and practice shooter on campus evacuation and lock down in place disaster protocols

**Element:**

Disaster procedures, routine and emergency

**Opportunity for Improvement:**

We want to ensure that all students and staff are practiced and confident in what to do if a shooter is on campus, or in a lock down in place drill.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Establish and practice shooter on campus evacuation and lock down in place disaster protocols	Administrative staff works with Site Council to establish a plan for lock down in place and shooter on campus	District Site Council	Administrative staff	
	Share established protocols with staff and fine tune, as needed based on staff feedback	Teaching staff	Administrative staff	Teacher feedback
	Communicate with parents our plans prior to working with students	Parents	Administrative staff	Parent feedback
	Share protocols with students prior to practicing a drill	Students	Administrative staff	
	Practice lock down in place & shooter on campus drills	Staff and students	Administrative staff	Successfully complete drills



## **(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)**

### **Gravenstein Union School District Student Conduct Code**

At the beginning of each school year, the principal of each School shall ensure that all students and parents are notified in writing of all Standards of Behavior and related disciplinary procedures. The School/Family Compact shall be sent home to families at the beginning of each school year and upon any student's initial enrollment. Beginning with the 2014-15 school year, the School/Family Compact shall include the link to the District's website where all policies and regulations concerning student discipline are posted. Upon request, a copy of AR 5144.1, AR 5144.1 – Charters, and any other student discipline policy or regulations shall be provided to any parent.

### **Conduct Code Procedures**

Rules and Discipline Procedures:

1. Be Safe...and on time and prepared for each class.
2. Be Respectful... of others, their property, and the property of the school.
3. Be Responsible...by obeying all rules and laws.

Most discipline consequences involve restrictions or loss of privileges or free time. Other discipline may include, but is not limited to, warnings, counseling with teachers, principal, or the superintendent, phone calls to parents, after school detention, administrative (lunch) detention, in school suspension, at home temporary removal, or recommendation for removal or expulsion.

Administration-assigned lunch detentions count against your eligibility to participate in dances and certain grade level field trips or activities. Written notice will be sent home if he/she has received lunch detention. A parent must sign the note so the school office has verification that the parent has received the notification of the lunch detention. When a student receives his or her third lunch detention, he/she is no longer eligible for the next dance (at Hillcrest) or other school reward activity.

Teacher Temporary Removal: A student may be temporarily removed from a class by his/her teacher for the rest of a period and from that class the next day for inappropriate behavior. The teacher will be contacting the parent if this occurs and a conference will be scheduled. The student may be assigned administrative detention time (lunch detention) in addition to the period he/she sat out.

Grounds for Temporary Removal or Removal (or Suspension or Expulsion) from School:

The following is part of Board Policy/Administrative Regulation (BP/AR) 5144.1c. Please go to the district website [www.grav.k12.ca.us](http://www.grav.k12.ca.us) under Publications/Policies for the full BP/AR 5144.1c and BP/AR 5144.1.

### **STANDARDS OF BEHAVIOR - GROUNDS FOR TEMPORARY REMOVAL AND REMOVAL**

Any student, including a student with disabilities, shall be subject to temporary removal and removal for violation of the Standards of Behavior below; however, paragraphs 20, 21, and 22 shall apply only to a student in any of grades 4 to 12.

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell a controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant.
5. Committed or attempted to commit robbery or extortion.

6. Caused or attempted to cause damage to school property or private property.
7. Stole or attempted to steal school property or private property.
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code section 11014.5.
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
12. Knowingly received stolen school property or private property.
13. Possessed an imitation firearm. Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
14. Committed or attempted to commit a sexual assault as defined in Penal Code section 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code section 243.4.
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purposes of preventing that student from being a witness and/or retaliating against that student for being a witness.
16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
17. Engaged in, or attempted to engage in, hazing. Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events.
18. Made terrorist threats against school officials and/or school property, A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out.
19. Engaged in "bullying" which means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students as defined in paragraphs 20, 21, or 22, below, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
  - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
  - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
  - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
  - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 "Electronic act" means the creation and transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
  - (A) A message, text, sound, or image.
  - (B) A post on a social network Internet Web site including, but not limited to:
    - (1) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed above.

(2) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(3) Creating a false profile for the purpose of having one or more of the effects listed above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(C) An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

"Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

20. Committed sexual harassment. Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment.

21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,

Hate violence means any act punishable under Penal Code section 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's statutory rights or state or federal constitutional rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics.

22. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment,

23. Any ground for suspension or expulsion as specified in the California Education Code as from time-to-time amended.

24. Excessive tardiness or absenteeism which is not the result of student's illness or injury or other excusable reason as determined by the Principal or designee. Excessive tardiness means 15 or more late arrivals, of 30 minutes or more, to school or class per trimester. Excessive absenteeism means 15 or more absences from school or class per trimester. After a student has been tardy 10 times, in excess of 30 minutes or more, or had 10 unexcused absences during a trimester, an attempt will be made to have a parent-teacher-administrator conference.

25. Any chronic violation or a serious violation of the Standards of Behavior or rules specified in the GUSD School/Family Compact or GUSD Student Handbook.

#### SCHOOL OR SCHOOL ACTIVITIES

A student may be temporarily removed or removed for any violation of the Standards of Behavior if the violation is related to school activity or school attendance occurring within any school in the District or within any other school district, at any time, including, but not limited to, the following:

1. While on school grounds,
2. While going to or coming from school,
3. During the lunch period, whether on or off the school campus, and
4. During, going to, or coming from a school-sponsored activity.

#### Sexual Harassment:

Sexual Harassment policies are on the district website at [www.grav.k12.ca.us](http://www.grav.k12.ca.us). The student Sexual Harassment policy is BP/AR 5145.7. This policy applies to students in grades 4-12.

#### **(J) Hate Crime Reporting Procedures and Policies**

See #20 & 21 below for hate crime policy:

#### Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. (Education Code 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion

A student may be subject to suspension or expulsion when it is determined that he/she:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense. (Education Code 48900(a))

A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(s))

Pursuant to Penal Code 417.27, students are prohibited from possessing a laser pointer on school premises, except for a valid instructional or other school-related purpose. See BP 5131 - Conduct.

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053- 11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid,

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substance or material and represented same as controlled substance, alcohol beverage, or intoxicant. (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))

7. Stole or attempted to steal school property or private property. (Education Code 48900(g))

8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))

9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))

10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))

11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

12. Knowingly received stolen school property or private property. (Education Code 48900(l))

13. Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))

15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription

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drug Soma. (Education Code 48900(p))

17. Engaged in, or attempted to engage in, hazing as defined in Education Code 48900(q). (Education Code 48900(q))

Note: Pursuant to Education Code 48900.7, the making of a terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out.

18. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

19. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

(cf. 5145.7 - Sexual Harassment)

20. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

(cf. 5145.9 - Hate-Motivated Behavior)

21. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including but not limited to the following circumstances: (Education Code 48900)

1. While on school grounds

2. While going to or coming from school

3. During the lunch period, whether on or off the school campus

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4. During, going to, or coming from a school-sponsored activity

The Superintendent or principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Education Code 48900(r))

(cf. 5138 - Conflict Resolution/Peer Mediation)

Alternatives to suspension or expulsion shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.

(cf. 5113 - Absences and Excuses) (cf. 5113.1 - Truancy)

## **Safety Plan Review, Evaluation and Amendment Procedures**

The District Safety Plan is reviewed annually by the members of the District Site Council team.

The safety plan is discussed and recommendations for improvement are provided by team members in consultation with the stakeholder groups they represent.

The District Site Council makes recommended changes to the Safety Plan as needed.

Superintendent works with local law enforcement to review the proposed plan and receive additional feedback. (In 2017-18, Sebastopol Police Chief Weaver (ret.) and Battalion Fire Chief Schroth-Cray were consulted on this plan.)

An updated safety plan is presented to the GUSD Board for approval in February, and have an updated final draft posted by March.



**Safety Plan Appendices**

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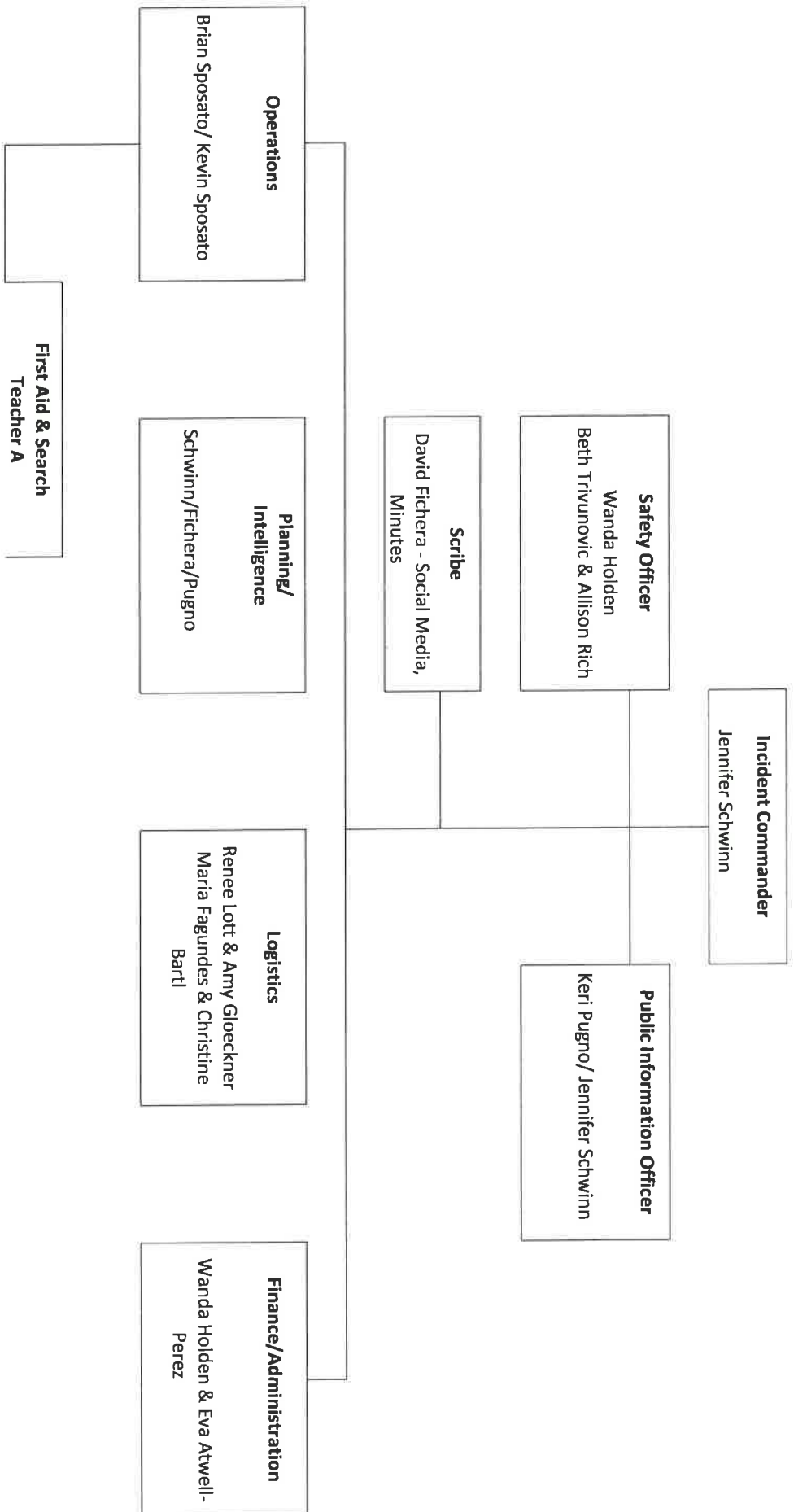
**Emergency Contact Numbers****Utilities, Responders and Communication Resources**

Type	Vendor	Number	Comments
School District	District Office	823-7008	
School District	Contact Gravenstein School Office	823-5361	
School District	Contact Hillcrest School Office	823-7653	
Emergency Services	Poison Control Center	(800) 523-2222	
Law Enforcement/Fire/Paramedic	Gold Ridge	823-1084	
Law Enforcement/Fire/Paramedic	Sonoma County Fire	576-1371	
Law Enforcement/Fire/Paramedic	Sonoma County Sheriff	565-2121	
Law Enforcement/Fire/Paramedic	City of Sebastopol Police	829-4400	
Other	Binkley Alarm	542-5276	
Emergency Services	Child Protective and Child Welfare Services	565-4304	

**Safety Plan Review, Evaluation and Amendment Procedures**

<b>Activity Description</b> (i.e. review steps, meetings conducted, approvals, etc)	<b>Date and Time</b>	<b>Attached Document</b> (description and location)
District Site Council/Safety Committee met to discuss opportunity to improve safety on the District's campuses.	Sept. 27, 2017	At the District Office, 3840 Twig Ave., Sebastopol, CA 95472
District Site Council/Safety Committee met and reviewed the most recent written Safety Plan. Each team member received a hard copy of the plan to edit and propose changes.	Oct 25, 2017	At the District Office, 3840 Twig Ave., Sebastopol, CA 95472
District Site Council/Safety Committee met and reviewed the updated Safety Plan. Each team member received a hard copy of the plan to edit and propose further changes.	Jan 31, 2018	At the District Office, 3840 Twig Ave., Sebastopol, CA 95472
The final draft will go to the GUSD Board for approval in February or March 2018.		At the District Office, 3840 Twig Ave., Sebastopol, CA 95472

**Gravenstein Union School District Incident Command System**



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First Aid:  
Tara Fluit & George Sotiras  
(PE staff)

Anne Wilson, Amy Gloeckner,  
Renee Lott

Search & Rescue:  
Petria Sully & Lynn Martinez  
John Collins, Jackie Jex-Lewis

Crisis response:  
Allie Brown, Tracy Evans, Kate  
Crandall  
David Cole, Kelly Sporrer



**Student Release &  
Accountability  
TeacherB**

Suzi Mattish, Kim Hawkins &  
Kelly Lannon

Linda Helton  
Dan Dexter  
Sergio Blanco



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## **Incident Command Team Responsibilities**

### **Standardized Emergency Response Management System Overview**

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

#### **Management**

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

#### **Planning & Intelligence**

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

#### **Operations**

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

#### **Logistics**

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

#### **Finance & Administration**

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.



**Emergency Response Guidelines**

**Step One: Identify the Type of Emergency**

**Step Two: Identify the Level of Emergency**

**Step Three: Determine the Immediate Response Action**

**Step Four: Communicate the Appropriate Response Action**

## **Types of Emergencies & Specific Procedures**

### **Aircraft Crash**

Depending on location - evacuation or reverse evacuation

### **Animal Disturbance**

Students shelter in place while staff secures the animal(s), and call the animal's owner or animal control for pick up.

### **Armed Assault on Campus**

Shooter/Intruder on campus:

Inside:

- 1) Immediately lock doors and windows if safe to do so.
- 2) Close blinds or curtains
- 3) Keep students and staff low and away from windows. Do not get up and walk around room.
- 4) Maintain silence
- 5) Do not allow anyone into or out of the room until "All clear" is signaled.
- 6) Call 911 for assistance if possible.

Outside:

- 1) If shots are fired immediately "Drop and Cover"
- 2) If it is safe to do so, move to the closest building.
- 3) If necessary, students have permission to evacuate campus or hide to achieve safety. Then meet at designated location off-campus when safe to do so.  
(Off site evacuation location near Hillcrest - Hardcore Coffee at Brookwood and Hwy 116)  
(Off site evacuation location near Gravenstein - Yarn Shop/Repair Shop at Lone Pine and Hwy 116)

Police Action near the School

- 1) Wait for instructions from the district office before taking action
- 2) Law enforcement will be in contact with the school
- 3) If "lock-down" is ordered—follow procedures above

### **Biological or Chemical Release**

HAZARDOUS MATERIAL or CHEMICAL SPILL

Action: Evacuation or Reverse Evacuation or Shelter in Place

The action will depend upon the circumstances of the incident. If the incident is on school grounds or directly adjacent to the school, follow either the EVACUATION or REVERSE EVACUATION (retuning to the classroom) procedure.

If the incident is in the surrounding neighborhood of the school and the campus is not in immediate danger, it may be better to use Shelter in Place.

Remember to wait for instructions from the main office. However, if you believe that students are in danger, use your judgment and act immediately --- do not wait for permission.

Chemical Accident outside Area

- 1) Call Gravenstein school office 823-5361, Hillcrest school office 823-7653 district office 823-7008, Gold Ridge Fire department 823-1084, or 911.
- 2) Determine whether the students should leave the site.
- 3) Turn off heating and air-conditioning, if any.

- 4) If it is necessary to leave the site, move crosswind, NEVER directly with or against the wind which may carry fumes.
- 5) Give first aid.
- 6) Take a roll book or current roster. Lock classroom door to prevent re-entry.

**Chemical Spill Inside Area**

This Includes spills from Science Labs, Custodial Areas, Maintenance Areas, Office Areas etc.

- 1) Notify the office immediately. Call district office 823-7008 or ext. 213 If not available contact school office 823-5361 ext 211
- 2) If possible, block or rope off area—DO NOT TOUCH ANYTHING.
- 3) Evacuate room if necessary. Turn off air conditioning or heating system if applicable.
- 4) Use rubber gloves, retain the spilled container (don't throw away).

**Bomb Threat/ Threat Of violence**

**I. Person receiving bomb threat telephone call**

1. Listen – do not interrupt the caller. Calmly ask the following questions (in priority order) \*

- a. When is it set to explode?
- b. Where is it located?
- c. What does it look like?
- d. What was the bomb planted?
- e. Who placed it?
- f. What is your address?
- g. What is your name?

\*person receiving bomb threat completes “bomb threat checklist” in red folder

2. Notify supervisor or principal immediately after completing the call – meet with superintendent immediately to discuss plan of action while making calls below:

- a. One of the above calls Sheriff's Office immediately 565-2121 and reports receipt of the bomb threat and whatever details are known.

**II. Principal**

**Step 1**

- Determine if bomb threat merits an evacuation. If yes, evacuate school buildings via “all call” over the intercom.

Teachers and Aides “glance” around room to look for “anything out of the ordinary”

as students are lining up to exit room.

Students take backpacks in response to evacuation announcement over the intercom. Note: Students who are outside (i.e., P.E., recess, class activity, etc.) remain outside and go directly to the fire drill area.

**Step 2**

- Superintendent or Principal and custodial team search the school (indoor, outdoor, restrooms, etc.)
- Request Sheriff's deputy to assist in the search – district will provide appropriate employee support.
- Consult with the Sheriff's deputy before allowing students to reenter buildings.

**Step 3**

- If a suspicious item is found, the deputy on scene will determine if the bomb squad should be called.
- Implement school evacuation plan(s) – the Sheriff and Fire Personnel will assist with an evacuation.

**III. Follow-up (after incident is concluded)**

1. File a report with the Sheriff's office.
2. Prepare a note to send home with students and/or via One Call system, explaining the incident and the school's response.

## **Bus Disaster**

Bus transportation is provided by West County Transportation Agency, and they have their own procedures for a disaster occurring on a school bus. When a serious incident on a school bus occurs, resulting in injury or delay in service, the WCTA has a communication system in place to notify parents of students impacted by the incident.

West County Transportation Agency - 707-206-9988

## **Disorderly Conduct**

Teacher Temporary Removal: A student may be temporarily removed from a class by his/her teacher for the rest of a period and from that class the next day for inappropriate behavior. The teacher will be contacting the parent if this occurs and a conference will be scheduled. The student may be assigned administrative detention time (lunch detention) in addition to the period he/she sat out.

Grounds for Temporary Removal or Removal (or Suspension or Expulsion) from School:

The following is part of Board Policy/Administrative Regulation (BP/AR) 5144.1c. Please go to the district website [www.grav.k12.ca.us](http://www.grav.k12.ca.us) under Publications/Policies for the full BP/AR 5144.1c and BP/AR 5144.1.

### **STANDARDS OF BEHAVIOR - GROUNDS FOR TEMPORARY REMOVAL OR REMOVAL**

Any student, including a student with disabilities, shall be subject to temporary removal and removal for violation of the Standards of Behavior below; however, paragraphs 20, 21, and 22 shall apply only to a student in any of grades 4 to 12.

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell a controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property.
7. Stole or attempted to steal school property or private property.
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code section 11014.5.
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
12. Knowingly received stolen school property or private property.
13. Possessed an imitation firearm. Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
14. Committed or attempted to commit a sexual assault as defined in Penal Code section 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code section 243.4.
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purposes of preventing that student from being a witness and/or retaliating against that student for being a witness.
16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
17. Engaged in, or attempted to engage in, hazing. Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events.
18. Made terrorist threats against school officials and/or school property,

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out.

19. Engaged in "bullying" which means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students as defined in paragraphs 20, 21, or 22, below, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.

(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.

(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.

(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

"Electronic act" means the creation and transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(A) A message, text, sound, or image.

(B) A post on a social network Internet Web site including, but not limited to:

(1) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed above.

(2) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed above.

"Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(3) Creating a false profile for the purpose of having one or more of the effects listed above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(C) An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

"Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

20. Committed sexual harassment. Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment.

21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,

Hate violence means any act punishable under Penal Code section 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's statutory rights or state or federal constitutional rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics.

22. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment,

23. Any ground for suspension or expulsion as specified in the California Education Code as from time-to-time amended.

24. Excessive tardiness or absenteeism which is not the result of student's illness or injury or other excusable reason as determined by the Principal or designee. Excessive tardiness means 15 or more late arrivals, of 30 minutes or more, to school or class per trimester. Excessive absenteeism means 15 or more absences from school or class per trimester. After a student has been tardy 10 times, in excess of 30 minutes or more, or had 10 unexcused absences during a trimester, an attempt will be made to have a parent-teacher-administrator conference.

25. Any chronic violation or a serious violation of the Standards of Behavior or rules specified in the GUSD School/Family Compact or GUSD Student Handbook.

#### SCHOOL OR SCHOOL ACTIVITIES

A student may be temporarily removed or removed for any violation of the Standards of Behavior if the violation is related to school activity or school attendance occurring within any school in the District or within any other school district, at any time, including, but not limited to, the following:

1. While on school grounds,

2. While going to or coming from school,

3. During the lunch period, whether on or off the school campus, and

4. During, going to, or coming from a school-sponsored activity.

**Sexual Harassment:**

Sexual Harassment policies are on the district website at [www.grav.k12.ca.us](http://www.grav.k12.ca.us). The student Sexual Harassment policy is BP/AR 5145.7. This policy applies to students in grades 4-12.

**Earthquake**

When an earthquake occurs inside a classroom or building:

- 1) Teacher shall instruct students to implement the DUCK, COVER AND HOLD ON procedure.
  - a) Students and staff should duck under equipment (desk, table, etc.) where available. Otherwise students and staff should get next to an inside wall or under a doorway.
  - b) Students and staff should drop to knees with back to the windows and knees together.
  - c) Students and staff should bury face in arms, protecting the head. Close eyes tightly.
  - d) Students and staff should remain tucked until procedure or emergency is over or until further instructions are announced. Such instructions will depend upon circumstances and the extent of damage to buildings or surrounding areas to the school site.
- 2) As soon as possible, teachers shall move the students away from windows and from heavy suspended light fixtures.
- 3) Teachers shall implement action to leave the building when the earthquake is over. Leave the door open during an earthquake to avoid becoming trapped inside when the building shifts and prevents door from opening. Teachers also need to make sure students do not run during evacuation.

**IF SAFETY OF THE STUDENTS OR STAFF IS THREATENED AT ANY TIME, DO NOT WAIT FOR PERMISSION—EVACUATE IMMEDIATELY!!!**

Earthquake while on school grounds (Playgrounds or other areas outside buildings)

- 1) The teacher or other staff in authority shall direct students to walk away from buildings, trees, poles, or wires.
- 2) The teacher shall implement the DUCK, COVER AND HOLD ON procedure. Teachers and students should focus on closing their eyes and covering ears.
- 3) Teachers and students shall stay in the open until the earthquake is over, or until further directions are given.

**Subsequent Emergency Procedures**

- 1) Teachers shall see that students avoid touching wires that may have fallen.
- 2) Teachers or students shall not turn on/off any light switch until the area is declared safe.
- 3) Teachers shall render first aid if necessary. Teachers should note any injuries and provide information to the emergency response team.
- 4) Teachers shall take roll of their classes.

**IF SAFETY OF THE STUDENTS OR STAFF IS THREATENED AT ANY TIME, DO NOT WAIT FOR PERMISSION—EVACUATE IMMEDIATELY!!!**

**Disaster Drill Procedure Earthquake Scenario**

- 1) A single long bell will sound
- 2) Students are to remain in class utilizing DUCK COVER AND HOLD ON procedure under desks, tables.
- 3) The classroom door shall be open and lights are to be turned off.
- 4) Students outside at the time of the drill need to stay away from structures such as trees, building and overhanging wires etc...
- 5) Students outside are to get on knees and cover head and neck with arms
- 6) An all clear bell will sound, or message over the PA will give direction
- 7) Class will evacuate and arrive at outside meeting location to complete safety drill procedure



## OTHER STAFF RESPONSIBILITIES

- 1) It is important that no one reenters buildings for any reason until the buildings are declared safe.
- 2) Custodian or designee shall shut off gas utilities such as heaters, water heaters, and stoves.
- 3) Principal or Superintendent shall report damage, assistance if needed through appropriate channels from the county or city Office of Emergency Services or fire or police departments.
- 4) Custodian or principal shall notify PG&E of any break or suspected break in gas lines. Custodian shall shut off all utilities at main valve.
- 5) The principal or custodian shall determine the advisability of closing school, with advice of fire department, building inspectors, or other qualified agency.
- 6) Following the earthquake, the principal and custodian shall inspect all buildings for safety with the following guidelines.
  - a. Custodian shall make a thorough inspection immediately following an earthquake and shut-off all utilities to the buildings.

### Checkpoints:

1. Large cracks affecting buildings
  2. Earth slippage affecting buildings
  3. Water leaks
  4. Gas Leaks
  5. Electrical breakages
- b. If custodian or the other personnel believe the school is damaged sufficiently to be a hazard, he/she shall notify the superintendent or request assistance to check for structural failure and equipment adequacy. Until this is done, building shall not be occupied.
- c. A building inspector shall be responsible for determining whether the structure is safe for occupancy. The superintendent in conjunction with the board shall expedite reconstruction and replacement of equipment.

### **Explosion or Risk Of Explosion**

#### Action:

#### 1. EVACUATION

Or

#### 2. SHELTER IN PLACE

**Evacuation:** If an explosion has occurred on campus, determine the extent of the damage before deciding to evacuate. Often it is safer to remain inside an undamaged building than to evacuate. If fire is present, evacuate immediately.

**Shelter in Place:** If there is little or no damage to the building, and no fire is present, close windows and doors and wait for further instructions.

**Note:** Explosions can happen from ruptured gas mains; acts of terrorism; fallen aircraft; and other unknown causes. There may be toxic fumes and other hazardous materials involved. Until you know the cause of the explosion and can determine the safest procedures to follow, it is best to remain inside and wait further instructions from the district or school office or first responders unless there is an immediate danger of fire or collapse.

### **Fire in Surrounding Area**

#### Fire near the school

- Report fire to district office or school office.
- Wait for instructions from district or school office.
- First responders will determine if it is necessary to evacuate based on the risk to the school.
- Keep radio tuned to a local emergency channel for current information (1350AM KSRO).

#### Fire Drill Procedure

- 1) Lights flash, alarm will sound
- 2) Students and teachers will evacuate to their assigned areas
- 3) Make sure classroom door is closed upon leaving and turn off lights
- 4) Teachers bring class roster and take roll.
- 5) Teachers indicate whether students are all present or not, by having the first student in line hold one of three signs: Green= All Present; Yellow= Someone Missing; Red= Emergency!/Help Needed
- 6) An all-clear message will sound.
- 7) All students and teachers will return to their rooms.

### **Fire on School Grounds**

At the school site

- If you see a fire:
  - a. Attempt to extinguish only if it is small but do not endanger yourself.
  - b. Never use water on electrical or oil fires. Activate the nearest fire alarm if possible.
  - c. Report fire to district office or school office - OR 911 (dependent on circumstance/emergency)
- If you hear the fire alarm- evacuate immediately and go to designated evacuation areas as indicated on the classroom wall. Even if you don't smell smoke or see a fire, always evacuate at the sounding of the alarm unless an "All Clear" signal indicates a false alarm.
- Take a class roll book, and leave the classroom door closed but unlocked, to allow easy access to firefighters to battle the fire.

Fire Drill Procedure

- 1) A beeping horn will sound
- 2) Students and teachers will evacuate to their assigned areas
- 3) Make sure classroom door is closed upon leaving and turn off lights
- 4) Teachers bring class roster and take roll.
- 5) Teachers indicate whether students are all present or not, by having the first student in line hold one of three signs: Green= All Present; Yellow= Someone Missing; Red= Emergency!/Help Needed
- 6) An all-clear bell will sound.
- 7) All students and teachers will return to their rooms.

### **Flooding**

FLOOD:

Action: Evacuation

Flooding can happen during severe storms when rivers, creeks, or constant rain overwhelms flood communities and roadways. During storms, river levels are monitored closely and emergency response agencies can normally provide adequate warning to schools. So they can notify parents and make arrangements to move students to safety. However, sometimes the rivers can rise unexpectedly and evacuation to higher ground needs to occur.

Flooding can happen suddenly, without warning such as in the case of dam failure. All students and staff should be aware of any potential dams or large bodies of water close to the school that might pose a risk of flooding.

### **Loss or Failure Of Utilities**

If loss of utilities occurs before 7AM, and enough time allows for use of the District's "One Call" system to notify parents, then school can be closed for the day.

The Superintendent makes the call to close school, and notifies the County Superintendent at SCOE to officially close school.

If loss of utilities (such as electricity) occurs after students have either begun transport to school or have already arrived at school, then school remains in session until normal dismissal time. Parents will be notified via One Call system, if power does not return. Even if we are without utilities during the school day, school remains in session because it is unsafe to release students early, as parents may not be available to retrieve them.

### **Motor Vehicle Crash**

- Prior to leaving on a field trip, the classroom teacher leaves a packet of emergency information with the school office including: names of parent drivers and which students are in each driver's car; parent cell phone numbers; the classroom teacher's cell phone number, and itinerary for the trip.
- Parent drivers are given the cell phone number for the classroom teacher; the number for the Sonoma County Sheriff Dept; and list of students and drivers in each car, and directions for the trip.
- Teachers additionally carry contact info and a medical release for each child in their class (the Parent Authorization for Medical Treatment form).

If a car accident occurs:

- Call 911, if first responders needed
- Parent of crashed car notifies classroom teacher
- Classroom teacher calls the school office
- An administrator calls all the parents of children in the car that had the accident, and gives them an update.

### **Psychological Trauma**

Our District works with a number of individuals to provide care for students and staff in the event of a psychological trauma.

1. Contact SCOE Crisis Team. They will send professional counselors, MFTs, social workers, and therapy animals to the school site immediately.
2. Our School Psychologist is able to provide counseling
3. Each school site has identified a crisis team to provide comfort to students experiencing emotional trauma. (See Incident Command chart)
4. The District contracts with community resources (like California Parenting Institute) to provide short term intensive support following a traumatic event.

### **Suspected Contamination of Food or Water**

Our well water is tested monthly for risk of contamination. If we were to have a risk of contamination, then we would bring portable water coolers to campus and place them in central locations for student and staff use. The classrooms would also all be provided with gallon bottles and cups for drinking water.

We receive our school lunches from Santa Rosa City School's kitchens. If the food was found to be contaminated we would not serve it to students, and we would either request a new meal shipment, or go to the local market to get ingredients for a simple meal of sandwiches, fruit and milk.

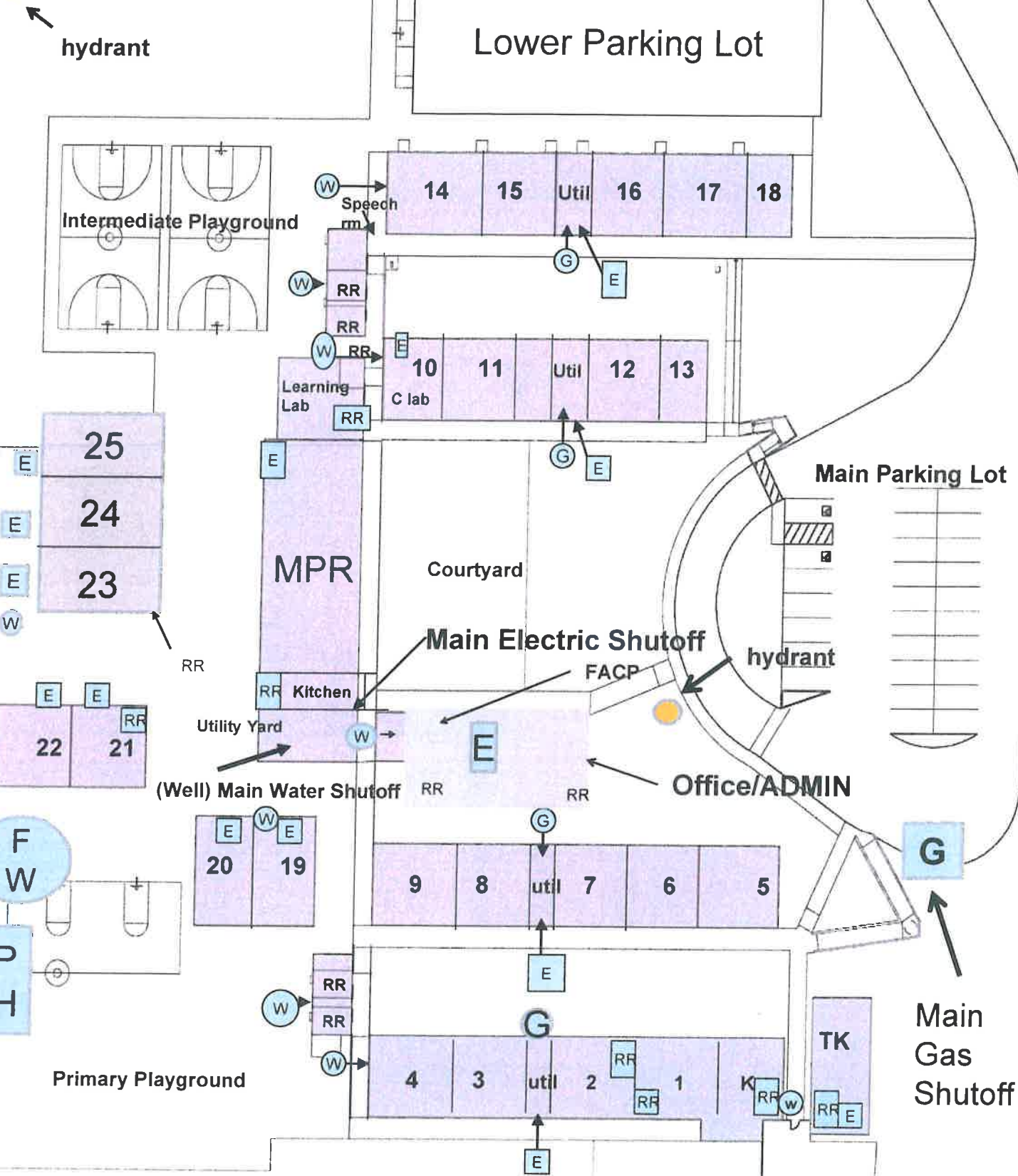
### **Unlawful Demonstration or Walkout**

In the event of a walk out, students would be grouped in such a way that they can be safely supervised with the staff that remains until normal dismissal time that day.

**Emergency Evacuation Map**

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Gravenstein School  
 3840 Twig Ave  
 Sebastopol, CA 95472



“RR” indicates restroom (10 student) (6 staff)  
 FACP= Main Fire Control Panel  
 E= electric subpanels  
 G= building gas shutoffs  
 W= water shutoffs  
 PH= Fire Water Pump House  
 FW= Fire Water Tank

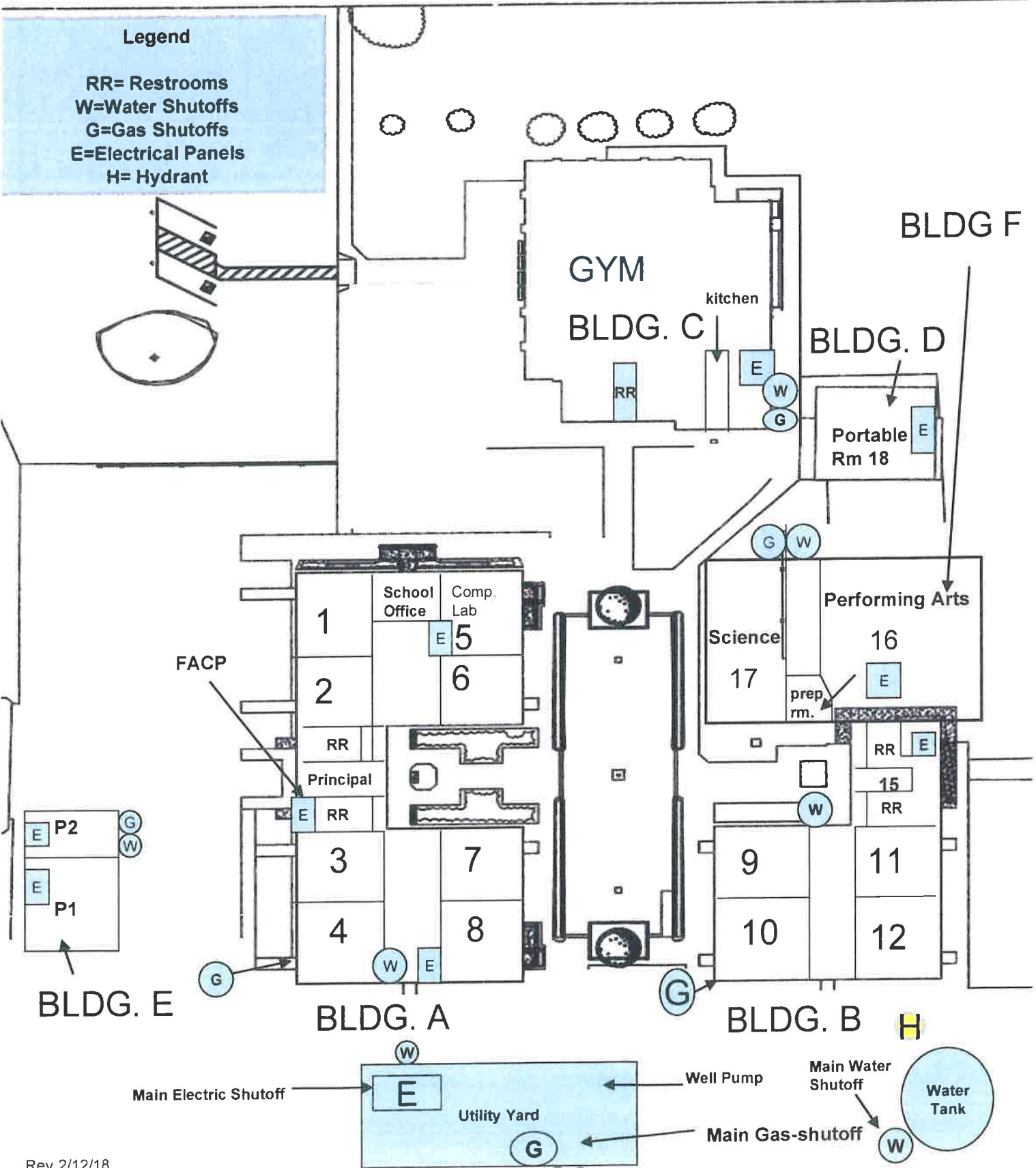
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Hillcrest Middle School  
 725 Bloomfield Rd.  
 Sebastopol, CA 95472

**Legend**

RR= Restrooms  
 W=Water Shutoffs  
 G=Gas Shutoffs  
 E=Electrical Panels  
 H= Hydrant







Revised 2/21/2018



Budget Plan for "Educator Effectiveness Block Grant" Funding Allocation

The 2015-16 California Budget Act's Educator Effectiveness Block Grant allocates \$1300-\$1500 per certificated staff directly to LEAs to promote educator effectiveness. Local districts are required to invest these funds in professional development opportunities that improve the instructional capacity of teachers, the leadership capacity of administrators & the teaching & learning cultures of California schools.

Local Educational Agency's Identifying Information

Budget Year:	2015-16	Administrative Office Address:	3840 Twig Ave, Sebastopol, Ca 95472	Main Phone Number:	707/823-7008
Name or Title of LEA:	Gravenstein Charter School	Email:	<del>ttammarc@grav.k12.ca.us</del>	Contact Number:	707/823-7008
Superintendent's Name:	Jennifer Schwinn	Email:	<del>jschwinn@grav.k12.ca.us</del>	Contact Number:	707/823-7008
Additional Administrative Contact Name:	Cathie L. Hewitt	Email:	<del>chewitt@grav.k12.ca.us</del>	Contact Number:	707/823-7008
	Wanda Holden		<del>wholden@grav.k12.ca.us</del>		

Anticipated Funding  
The current estimated funding per certificated staff is \$1300-1500 but the final funding level has not yet been established & released.

Type of Certificated Staff	Number of FTE by Category	Funding	Subtotal per Certificated Staff Category
Teachers Includes: K-12 Teachers Counselors Specialists Psychologists	21.57	X \$ 1,466.54	\$ 31,633
Administrators	.45	X \$ 1,466.54	\$ 660
Other		X \$ 1,300	\$ -0-
Estimated Total:			\$ 32,293

\* 31,457 - actual funding

♦ Full text of California State Senate Bill 77 "Education Finance" available at: [http://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=2015201605877](http://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=2015201605877)  
♦♦ For further assistance in developing your Educator Effectiveness Funding Plan, please contact Sarah Lundy, Ed.D., SCOE Director of Teacher Development at [slundy@scoe.org](mailto:slundy@scoe.org) | 707-522-3069.



## Budget Plan for "Educator Effectiveness Block Grant" Funding Allocation

### Quick Reference Tables

**Table 1:**

**Acceptable Funding Criteria For Educator Effectiveness Block Grant**

Acceptable Funding Criteria
1. Beginning Teacher/Beginning Administrator Induction Support
2. Professional Development/Coaching for Educators Needing Improvement
3. Professional Development for Teachers & Administrators Aligned with California State Content Standards
4. Training, Mentoring & Coaching Certificated Staff to Support Effective Teaching & Learning

**Table 2:**

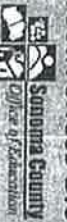
**Relationship to LCAP**

LCAP Priority Area	LCAP Category Area	Aligned with Educator Effectiveness Block Grant?
Priority #1: Basic Services	Conditions of Learning	NO
Priority #2: Implementation of Content & Performance Standards	Conditions of Learning	Yes
Priority #3: Parental Involvement and Input	Engagement	NO
Priority #4: Student Achievement	Pupil Outcomes	Yes
Priority #5: Student Engagement	Engagement	Yes
Priority #6: School Climate	Engagement	Yes
Priority #7: Course Access	Conditions of Learning	NO
Priority #8: Other Student Outcomes	Pupil Outcomes	NO

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♦ Full text of California State Senate Bill 77 "Education Finance" available at: [http://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=2015201605B77](http://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=2015201605B77)  
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## Budget Plan for "Educator Effectiveness Block Grant" Funding Allocation



### Projected Funding Distribution

*Please complete the lines below to indicate how your district will utilize these funds. You may add or delete lines according to your district's use of the funds (there is no minimum/maximum).*

Title of Expenditure	Budgeted Expenditure Total (\$)	#) Certificated Teachers Impacted by Expenditure	#) Certificated Administrators Impacted by Expenditure	Acceptable Funding Use Indicate 1, 2, 3, 4 [See Table 1 Above]	Expenditure Aligns with LCAP Goal(s) # [See Table 2 Above]	Briefly Describe How Expenditure Aligns with LEA's LCAP Goal(s)
1. BTSA	<del>\$ 16,000</del> \$27,500.00	4	0	1	Priorities 4, 5	<p>LCAP Goal 1 – The District goal to increase the percentage of students performing at proficient for all subgroups.</p> <p>1.2 – All teachers ... are highly qualified and appropriately credentialed.</p> <p>LCAP Goal 1 – The District goal to increase the percentage of students performing at proficient for all subgroups.</p> <p>1.5 – Computer labs have new or relatively new computers. We have a new IT person and the curriculum is relevant and integrated.</p> <p>Teachers are receiving training in order to utilize the technology in the classrooms.</p>
2. Ed Tech Staff Development	<del>\$ 8,000</del> Ø	21.57	0	4	Priority 2, 4, 5	<p>LCAP Goal 3 – Teachers will have high quality, common-core aligned instructional materials in Language Arts, Math, and Science in sufficient quantities for all students including EL materials.</p> <p>3.1 – Research available programs. Available programs include online access to the materials. Teachers are receiving training in order to utilize the technology in the classrooms.</p> <p>LCAP Goal 8 – The updating of wireless availability and purchasing of the computers</p>

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## Budget Plan for "Educator Effectiveness Block Grant" Funding Allocation



Title of Expenditure	Budgeted Expenditure Total (\$)	#) Certified Teachers Impacted by Expenditure	#) Certified Administrators Impacted by Expenditure	Acceptable Funding Use Indicate 1, 2, 3, 4 [See Table 1 Above]	Expenditure Aligns with LCAP Goal(s) # [See Table 2 Above]	Briefly Describe How Expenditure Aligns with LEA's LCAP Goal(s)
<p>3. Common Core Staff Development</p>	<p>\$ <del>8,293</del> # 3957,000</p>	<p>21.57</p>	<p>0</p>	<p>3</p>	<p>Priority 2, 4, 5</p>	<p>LCAP Goal 1 – The District goal to increase the percentage of students performing at proficient for all subgroups.                      1.5 – Computer labs have new or relatively new computers. We have a new IT person and the curriculum is relevant and integrated.                      Teachers are receiving training in order to utilize the technology in the classrooms.                      Technology is integrated into the new curricular materials being reviewed by the District.                      LCAP Goal 3 – Teachers will have high quality, common-core aligned instructional materials in Language Arts, Math, and Science in sufficient quantities for all students including EL materials.                      3.1 – Research available programs.                      Teachers are receiving staff development around common core curriculum.</p>

♦ Full text of California State Senate Bill 77 "Education Finance" available at: [http://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=201520160S877](http://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160S877)  
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## Budget Plan for "Educator Effectiveness Block Grant" Funding Allocation



Title of Expenditure	Budgeted Expenditure Total (\$)	#) Certified Teachers Impacted by Expenditure	#) Certified Administrators Impacted by Expenditure	Acceptable Funding Use Indicate 1, 2, 3, 4 [See Table 1 Above]	Expenditure Aligns with LCAP Goal(s) # [See Table 2 Above]	Briefly Describe How Expenditure Aligns with LEA's LCAP Goal(s)
4. School Climate	any balance not used	0	1	4	Priority 6	<p>LCAP Goal 4 – All students will reach proficiency in common core standards in Math and Language Arts.</p> <p>4.1 – Intensive support for eligible students with disabilities.</p> <p>Teachers are receiving training in order to utilize common core instructional materials.</p>

*in priorities 1-3*

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Revised 2/21/2018



Budget Plan for "Educator Effectiveness Block Grant" Funding Allocation

The 2015-16 California Budget Act's Educator Effectiveness Block Grant allocates \$1300-\$1500 per certificated staff directly to LEAs to promote educator effectiveness. Local districts are required to invest these funds in professional development opportunities that improve the instructional capacity of teachers, the leadership capacity of administrators & the teaching & learning cultures of California schools.

Local Educational Agency's Identifying Information

Budget Year:	2015-16	Administrative Office Address:	3840 Twig Ave, Sebastopol, Ca 95472	Main Phone Number:	707/823-7008
Name or Title of LEA:	Hillcrest Charter School	Email:	SSchwinn@grov.k12.ca.us	Contact Number:	707/823-7008
Superintendent's Name:	Linda Lattorne	Additional Administrative Contact Name:	Cathalyn Howatt	Contact Number:	707/823-7008

Anticipated Funding

Type of Certificated Staff	Number of FTE by Category	Funding	Subtotal per Certificated Staff Category
Teachers Includes: K-12 Teachers Counselors Specialists Psychologists	17.27	X \$ 1,466.54	\$ 25,327
Administrators	1.00	X \$ 1,466.54	\$ 1,466
Other		X \$ 1,300	\$ -0-
<b>Estimated Total:</b>			<b>\$ 26,793</b>

\* \$26,794 - actual funding

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## Budget Plan for "Educator Effectiveness Block Grant" Funding Allocation

### Quick Reference Tables

**Table 1:**

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**Table 2:**

**Relationship to LCAP**

<i>LCAP Priority Area</i>	<i>LCAP Category Area</i>	<i>Aligned with Educator Effectiveness Block Grant?</i>
Priority #1: Basic Services	Conditions of Learning	NO
Priority #2: Implementation of Content & Performance Standards	Conditions of Learning	Yes
Priority #3: Parental Involvement and Input	Engagement	NO
Priority #4: Student Achievement	Pupil Outcomes	Yes
Priority #5: Student Engagement	Engagement	Yes
Priority #6: School Climate	Engagement	Yes
Priority #7: Course Access	Conditions of Learning	NO
Priority #8: Other Student Outcomes	Pupil Outcomes	NO

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## Budget Plan for "Educator Effectiveness Block Grant" Funding Allocation



**Projected Funding Distribution**  
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1. BTSA	<del>\$ 14,000</del> \$ 10,600.50	7	0	1	Priorities 4,5	<p>LCAP Goal 1 – The District goal to increase the percentage of students performing at proficient for all subgroups.</p> <p>1.2 – All teachers ... are highly qualified and appropriately credentialed.</p> <p>LCAP Goal 1 – The District goal to increase the percentage of students performing at proficient for all subgroups.</p> <p>1.5 – Computer labs have new or relatively new computers. We have a new IT person and the curriculum is relevant and integrated.</p> <p>Teachers are receiving training in order to utilize the technology in the classrooms.</p> <p>LCAP Goal 3 – Teachers will have high quality, common-core aligned instructional materials in Language Arts, Math, and Science in sufficient quantities for all students including EL materials.</p> <p>3.1 – Research available programs. Available programs include online access to the materials. Teachers are receiving training in order to utilize the technology in the classrooms.</p> <p>LCAP Goal 8 – The updating of wireless availability and purchasing of the computers</p>
2. Ed Tech Staff Development	\$ 6,000 OK	17.27	0	4	Priority 2, 4, 5	<p>LCAP Goal 3 – Teachers will have high quality, common-core aligned instructional materials in Language Arts, Math, and Science in sufficient quantities for all students including EL materials.</p> <p>3.1 – Research available programs. Available programs include online access to the materials. Teachers are receiving training in order to utilize the technology in the classrooms.</p> <p>LCAP Goal 8 – The updating of wireless availability and purchasing of the computers</p>

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<p>3. Common Core Staff Development</p>	<p>\$ 6,623 OK</p>	<p>17.27</p>	<p>0</p>	<p>4</p>	<p>Priority 2, 4, 5</p>	<p>LCAP Goal 1 – The District goal to increase the percentage of students performing at proficient for all subgroups.                      1.5 – Computer labs have new or relatively new computers. We have a new IT person and the curriculum is relevant and integrated.                      Teachers are receiving training in order to utilize the technology in the classrooms.                      Technology is integrated into the new curricular materials being reviewed by the District.</p> <p>LCAP Goal 3 – Teachers will have high quality, common-core aligned instructional materials in Language Arts, Math, and Science in sufficient quantities for all students including EL materials.                      3.1 – Research available programs. Teachers are receiving staff development around common core curriculum.</p>

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						<p>LCAP Goal 4 – All students will reach proficiency in common core standards in Math and Language Arts.</p> <p>4.1 – Intensive support for eligible students with disabilities.</p> <p>Teachers are receiving training in order to utilize common core instructional materials.</p>
4. School Climate	<p>\$ 170</p> <p><i>\$3571,000</i></p>	0	1	4	Priority 6	<p>LCAP Goal 10 – All students will be involved in school wide programs to boost school pride and a feeling of belongingness of each child, to treat others with respect, kindness and compassion, and to ensure that bullying and inappropriate behavior that distracts students from learning is not happening. This includes the use of Second Step lessons in all classrooms.</p> <p>10.1 – Continue K-8 implementation of Second Step in all classrooms and, additionally, Too Good for Drugs in the 7<sup>th</sup> grade classrooms.</p> <p>Teachers receive training in order to utilize program materials.</p> <p>10.2 – Utilization of the teachers, principal, psychologist, speech therapist ... and contracted behaviorist when needed to assist staff and students when students are having difficulties.</p> <p>Teachers and Administrators receive training.</p>

*\*any balance not used in priorities 1-3*

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VI D



February 6, 2018  
File: 18-9516pro.doc

Gravenstein Union School District  
3840 Twig Avenue  
Sebastopol, California 95472

Attention: Jennifer Schwinn, Superintendent

Re: Proposal for Geotechnical Investigation  
Proposed Solar/Carports, ADA Ramp/Walkway, and Electrical Switch Gear Pad  
Hillcrest Middle School  
725 Bloomfield Road  
Sebastopol, California

Introduction

Based on our recent discussions with Drew Weigl of AXIA Architects, we are pleased to propose our geotechnical engineering services for the planned improvements at Hillcrest Middle School, located at 725 Bloomfield Road in Sebastopol, California. The purpose of our geotechnical investigation is to assist in the design and construction of the planned improvements. We understand the project includes constructing two solar/carport structures in the parking area at the west side of the campus, an ADA ramp and walkway near the Music Building leading down to the play fields, and a concrete pad for electrical switch gear near the mid-south side of the campus. This project will be reviewed by DSA and CGS, and therefore our services will comply with their requirements (i.e. at least 2-borings per new building/structure with at least one boring extending 50-feet below the ground surface or into bedrock, whichever is shallower). Based on our previous work at Hillcrest Middle School and a review of available regional geologic maps, we anticipate that the proposed carport building sites are underlain by relatively shallow bedrock of the Wilson Grove Formation.

Scope of Services

We propose our geotechnical engineering services in phases to correspond to the planning, design, and construction of the project.

Phase 1 – Geotechnical Investigation

We will review available, published geologic mapping and geotechnical background information from our previous geotechnical studies at Hillcrest Middle School. Our Certified Engineering Geologist will perform a detailed site reconnaissance to observe and document existing conditions and select locations for subsurface exploration. Prior to our exploration, we will contact Underground Service Alert to locate any public utilities. Subsurface exploration will include four borings drilled with track mounted continuous flight power auger equipment. One of the borings will be extended to 50-feet below the ground surface or approximately 10 feet into competent bedrock (whichever is shallower), and the other borings will be extended to a minimum depth of ten feet. The borings will be logged by our Field Geologist or Field Engineer, and select samples will be collected for laboratory testing. Laboratory testing may include moisture content, dry density, unconfined compressive strength, Atterberg Limits, grain size analyses, and soil corrosivity testing.

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We will summarize the results of our investigation in a formal report that will include a site plan showing the approximate boring locations, boring logs, laboratory test results, and discussions of potential geologic hazards (including expansive soil and liquefaction) and appropriate mitigation measures. The report will also provide site grading recommendations, foundation design criteria, and 2016 CBC seismic design coefficients.

Phase 2 – Supplemental Consultation

Following completion of our Phase 1 services, we will be available to provide geotechnical consultation, as requested, during the design process and as the project plans are being prepared. When the plans are near completion, we should review them to confirm that the intent of our recommendations has been sufficiently incorporated, and to provide a geotechnical plan review letter outlining our review comments and recommendations, if needed.

Phase 3 – Construction Observation and Testing

We will provide intermittent site visits to observe and test the geotechnical portions of the work performed to form an opinion of the Contractor's compliance with the project plans and specifications. We anticipate observing and testing the following items:

- Building pad preparation;
- Foundation excavations;
- Geotechnical site drainage construction;
- Utility trench backfill testing;
- Pavement section and flatwork subgrade and base rock compaction testing, and
- Other geotechnical items, as needed.

We will provide a letter report summarizing our observations and test results upon satisfactory completion of the project.

Schedule and Fee

We propose our services per the terms on the attached Agreement and Schedule of Charges. We propose the following fee arrangements:

Phase 1 – Geotechnical Investigation ..... Fixed Fee, \$5,700

Phase 2 – Supplemental Consultation..... Time & Expense, Budget Estimate, \$1,500

Phase 3 – Construction Observation and Testing..... Time & Expense, Budget to be Determined

We are pleased to have the opportunity to provide our services on this project and are prepared to begin work upon your written authorization. When you wish us to proceed, please return one signed original of the attached Agreement.

Gravenstein Union School District  
Page 3

February 6, 2018

If you have any questions, please call us at your convenience.

Very truly yours,  
MILLER PACIFIC ENGINEERING GROUP



Daniel S. Caldwell  
Geotechnical Engineer No. 2006  
(Expires 9/30/19)

Attachment: Agreement and Schedule of Charges





**AGREEMENT FOR PROFESSIONAL ENGINEERING AND TESTING SERVICES**

This AGREEMENT is made between MILLER PACIFIC ENGINEERING GROUP ("MPEG"), a California Corporation, and the CLIENT to provide Professional Engineering and Testing Services with respect to the PROJECT, with the following GENERAL CONDITIONS and for the FEE as described below and on the attached pages,

**1.0 CLIENT NAME:** Gravenstein Union School District  
Attention: Jennifer Schwinn, Superintendent  
**ADDRESS:** 3840 Twig Avenue, Sebastopol, CA 95472

**CLIENT #:** PW18-9516

**2.0 PROJECT:** Geotechnical services for proposed Solar/Carports, ADA Ramp/  
Walkway, and Electrical Switch Gear Pad

**LOCATION:** 725 Bloomfield Road, Sebastopol, CA

**3.0 SCOPE OF SERVICES:** Geotechnical Engineering Services as outlined in our proposal letter dated February 6, 2018:

- Phase 1 – Geotechnical Investigation
- Phase 2 – Supplemental Consultation and Plan Review
- Phase 3 – Construction Observation and Testing

**4.0 FEE:**

Phase 1 – Fixed Fee.....	\$5,700
Phase 2 – Time & Expense, Estimate.....	\$1,500
Phase 3 – Time & Expense, Estimate.....	TBD

(Budget to be provided after plans are prepared and a construction schedule is established.)

DATE: 02/06/2018 FOR MPEG: \_\_\_\_\_  
Daniel S. Caldwell, Geotechnical Engineer No. 2006

DATE: \_\_\_\_\_ FOR CLIENT: \_\_\_\_\_

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE PROPOSAL DATE.

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## GENERAL CONDITIONS

### 1. DEFINITIONS

**1.1. Contract Documents.** Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

**1.2. Contractor.** The contractor or contractors retained to construct the Project for which MPEG is providing Services under this Agreement.

**1.3. Day(s).** Calendar day(s) unless otherwise stated.

**1.4. Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

**1.5. Services.** The Services provided by MPEG as set forth in this Agreement, the Scope of Services, and any written amendment to this Agreement.

**1.6. Work.** The labor, materials, equipment, and services required to complete the work described in the Contract Documents.

### 2. SCOPE OF SERVICES

MPEG will perform the scope of Services per Page 1 of the agreement.

**2.1. Changes in Scope.** If MPEG provides Client with a written confirmation of a change in the Scope of Services, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by MPEG on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the Scope of Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

**2.2. Licenses.** MPEG will procure and maintain business and professional licenses and registrations necessary to provide its Services.

**2.3. Excluded Services.** MPEG's Services under this Agreement include only those Services specified in the Scope of Services.

**2.3.1. General.** Client expressly waives any claim against MPEG resulting from its failure to perform recommended additional Services that Client has not authorized MPEG to perform, and any claim that MPEG

failed to perform services that Client instructs MPEG not to perform.

**2.3.2. Biological Pollutants.** MPEG's Scope of Services specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts.

MPEG's Scope of Services will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that MPEG has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless MPEG from all claims by any third party concerning Biological Pollutants, except for damages caused by MPEG's sole negligence.

### 3. PAYMENTS TO MPEG

**3.1. Basic Services.** MPEG will perform the Services set forth per the Scope of Services for the Fee and per the Schedule of Charges shown on Page 1 and Page 8 of this Agreement.

**3.2. Additional Services.** Any Services performed under this Agreement, except those Services expressly identified in the attached Scope of Services, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

**3.3. Estimate of Fees.** MPEG will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by MPEG. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that MPEG shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

**3.4. Rates.** Client will pay MPEG at the rates set forth in the Schedule of Charges.

**3.4.1. Changes to Rates.** Client and MPEG agree that the Schedule of Charges is subject to periodic review and amendment, as appropriate to reflect MPEG's current fee structure. Unless Client objects in writing to the proposed amended fee structure within 30 days of invoice, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure within 30 days, and MPEG and Client cannot agree upon a new fee structure within 30 days after notice, MPEG may terminate this Agreement and be

compensated as set forth under Section 18, "Termination."

**3.4.2. Prevailing Wages.** Unless Client specifically informs MPEG in writing that prevailing wage regulations cover the Project and the Scope of Services identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless MPEG from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

**3.5. Payment Timing; Late Charge.** All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

#### **4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES**

**4.1. Level of Service.** MPEG offers different levels of Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the Scope of Services and has determined that it does not need or want a greater level of Services than that being provided.

**4.2. Standard of Care.** Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, MPEG will endeavor to perform its Services consistent with that level of care and skill ordinarily exercised by other professional practicing in the same locale and under similar circumstances at the time the Services are performed.

**4.3. No Warranty.** No warranty, express or implied, is included or intended by this Agreement.

#### **5. ESTIMATE OF CONSTRUCTION COSTS**

Client acknowledges that construction and project development are subject to many influences that are not subject to precise forecasting and are outside of MPEG's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by MPEG and that MPEG does not warrant or guaranty the accuracy of construction or development cost estimates.

#### **6. CONSTRUCTION PHASE SERVICES**

If MPEG's Scope of Services includes observation and/or testing during the course of construction, the following conditions apply.

#### **6.1. Construction Observation.**

**6.1.1. Site Meetings & Visits.** MPEG will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the Scope of Services or, if not specified in the Scope of Services at intervals as MPEG deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, MPEG may inform Client of the progress of the geotechnical aspects of the Work. Client understands that MPEG may not be on site continuously; and, unless expressly agreed otherwise, MPEG will not observe all of the Work.

**6.1.2. Contractor's Performance.** MPEG does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of MPEG's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can MPEG be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of MPEG.

**6.1.3. Contractor's Responsibilities.** MPEG will not supervise, direct or have control over the Work nor will MPEG have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

**6.1.4. Final Report.** At the conclusion of Construction Phase Services, MPEG may provide Client with a written report summarizing the tests and observations, if any, made by MPEG.

**6.2. Review of Contractor's Submittals.** If included in the Scope of Work, MPEG will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. MPEG will review such submittals solely for general conformance with MPEG's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

**6.3. Tests.** Tests performed by MPEG on finished Work or Work in progress are taken intermittently and indicates the general acceptability of the Work on a statistical basis. MPEG's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in



accordance with applicable plans, specifications and requirements.

## 7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

**7.1. Cooperation.** Assist and cooperate with MPEG in any manner necessary and within its ability to facilitate MPEG's performance under this Agreement.

**7.2. Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

**7.3. Rights of Entry.** Provide access to and/or obtain permission for MPEG to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. MPEG will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that MPEG's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

**7.4. Relevant Information.** Supply MPEG with all information and documents in Client's possession or knowledge which are relevant to MPEG's Services. Client warrants the accuracy of any information supplied by it to MPEG, and acknowledges that MPEG is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify MPEG of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

**7.5. Subsurface Structures.** Correctly designate on plans to be furnished to MPEG the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by MPEG to any such structure or utility not so designated. MPEG is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to MPEG.

## 8. CHANGED CONDITIONS

If MPEG discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), MPEG will notify Client in writing of the Changed Conditions. Client and MPEG agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If MPEG and

Client cannot agree upon amended terms and conditions within 30 days after notice, MPEG may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

## 9. HAZARDOUS MATERIALS

Client understands that MPEG's Services under this Agreement are limited to geotechnical investigation and that MPEG has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

## 10. CERTIFICATIONS

Client agrees not to require that MPEG execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) MPEG believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) MPEG believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) MPEG has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by MPEG is limited to an expression of professional opinion based upon the Services performed by MPEG, and does not constitute a warranty or guaranty, either expressed or implied.

## 11. ALLOCATION OF RISK

**11.1. Limitation of Liability.** The total cumulative liability of MPEG, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees, and agents (collectively "MPEG Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by MPEG under this Agreement or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims, or actions for errors or omissions in MPEG's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, MPEG and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in MPEG's fee, provided that they amend this Agreement in writing as provided in Section 20.

## 11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, MPEG agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by MPEG's negligent performance of its Services under this Agreement.

11.2.2. Indemnification of MPEG. Client will indemnify and hold harmless MPEG Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by MPEG's sole negligence, Client expressly agrees to defend, indemnify and hold harmless MPEG Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. **Consequential Damages.** Neither Client nor MPEG will be liable to the other for any special, consequential, incidental, or penal losses or damages including but not limited to losses, damages, or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. **Continuing Agreement.** The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If MPEG provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

## 12. INSURANCE

12.1. **MPEG's Insurance.** MPEG will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation / Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. MPEG maintains Professional Liability Insurance for our own benefit.

12.2. **Contractor's Insurance.** Client or Project Owner will require owner's Contractor, subcontractors and consultants to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above.

12.3. **Certificates of Insurance.** Upon request, MPEG and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

## 13. OWNERSHIP AND USE OF DOCUMENTS

13.1. **Client Documents.** All documents provided by Client will remain the property of Client. MPEG will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. **MPEG's Documents.** Unless otherwise agreed in writing, all documents and information prepared by MPEG or obtained by MPEG from any third party in connection with the performance of Services, including, but not limited to, MPEG's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of MPEG. MPEG has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. **Use of Documents.** All Documents prepared by MPEG are solely for use by Client and will not be provided by either party to any other person or entity without MPEG's prior written consent.

13.3.1. **Use by Client.** Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. **Use by MPEG.** MPEG retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. **Electronic Media.** MPEG may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by MPEG in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, MPEG's electronic Documents and media will conform to MPEG's standards.

MPEG will provide any requested electronic Documents for a 30-day acceptance period, and MPEG will correct any defects reported by Client to MPEG during this period. MPEG makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

**13.5. Unauthorized Reuse.** No party other than Client may rely and Client will not represent to any other party that it may rely on Documents without MPEG's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without MPEG's express prior written consent. Client waives any and all claims against MPEG resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through client. Client will defend, indemnify and hold harmless MPEG from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without MPEG's prior written consent.

#### **14. SAMPLES AND CUTTINGS**

**14.1. Sample Retention.** If MPEG provides laboratory testing or analytic Services, MPEG will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

**14.2. Monitoring Wells.** Client will take custody of all monitoring wells and probes installed during any investigation by MPEG, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

#### **15. RELATIONSHIP OF THE PARTIES**

MPEG will perform Services under this Agreement as an independent contractor.

#### **16. ASSIGNMENT AND SUBCONTRACTS**

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. MPEG may subcontract for the services of others without obtaining Client's consent if MPEG deems it necessary or desirable for others to perform certain Services.

#### **17. SUSPENSION AND DELAYS**

**17.1. Procedures.** Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by MPEG. MPEG may terminate this Agreement if Client suspends MPEG's Services for more than 60 days and Client will pay MPEG as set forth under Section 18, "Termination." If Client suspends MPEG's Services, or if Client or others delay MPEG's Services, Client and MPEG agree to equitably adjust: (1) the time for completion of the Services; and (2) MPEG's compensation in accordance with MPEG's then current Schedule of Charges for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by MPEG for demobilization and subsequent remobilization.

**17.2. Liability.** MPEG is not liable to Client for any failure to perform or delay in performance due to circumstances beyond MPEG's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

#### **18. TERMINATION**

**18.1. Termination for Convenience.** MPEG and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

**18.2. Termination for Cause.** In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

**18.3. Payment on Termination.** Following termination other than for MPEG's material breach of this Agreement, Client will pay MPEG for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with MPEG's then current Schedule of Charges.

#### **19. DISPUTES**

**19.1. Mediation.** All disputes between MPEG and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed,



and requiring that the matter be mediated within 45 days of service of notice.

**19.2. Precondition to Other Action.** No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

**19.3. Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

**19.4. Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of MPEG's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

## **20. MISCELLANEOUS**

**20.1. Integration and Severability.** This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or

voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

**20.2. Modification of this Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

**20.3. Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

**20.4. Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

**20.5. Waiver.** The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

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End of General Conditions



**MILLER PACIFIC ENGINEERING GROUP**  
a California corporation

**SCHEDULE OF CHARGES  
PROFESSIONAL ENGINEERING AND TESTING SERVICES**

<u>Professional and Technical Personnel</u>	<u>Hourly Rate</u>
Staff Engineer/Geologist – Level 1-3.....	\$90 - \$100 - \$110
Project Engineer/Geologist – Level 1-3.....	\$120 - \$130 - \$140
Senior Engineer/Geologist – Level 1-3.....	\$160 - \$170 - \$180
Associate Engineer/Geologist – Level 1-3 .....	\$195 - \$205 - \$215
Principal Level 1-3 .....	\$220 - \$230 - \$240
Project Assistant/Word Processor .....	\$75
Technician Level 1-3 .....	\$85 - \$90 - \$95
Senior Technician Level 1-2 .....	\$105 - \$110
Prevailing Wage .....	\$130

Other Inside Charges

Mileage .....	\$ 0.80 per mile
Vehicle (Field) .....	\$9 per hour
Nuclear Density Gage .....	\$8 per test
Inclinometer.....	\$150 per day / \$85 per half day
Laser Level.....	\$50 per day
Sampling Equipment.....	\$50 per day / \$30 half day

Outside Services ..... Cost + 20%

Exploration, drilling equipment and instrumentation, in-situ monitoring, specialized laboratory testing, per diem, shipping, courier/delivery services, outside reproduction, and other services and supplies not normally provided.

**\*NOTES:**

1. Field site visits and travel time are normal hourly rates, portal to portal.
2. Overtime – Weekday & Saturday add \$25  
Overtime – Sunday/Holiday/Night add \$35
3. Rates are for normal Geotechnical Engineering and Geological services. Rates for depositions and testimony are \$470 per hour for Principal; \$420 per hour for Associate; and \$365 per hour for Senior. All other personnel are \$260 per hour. These fees are due and payable at the time of service.
4. Schedule of charges is effective as of March, 2017. It is subject to revision annually and at other times without notice.



**Gravenstein Union School District Resolution No. 180221-3**

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

WHEREAS, the District plans to undertake various construction activities to provide a new Modular classroom at the Gravenstein Elementary School District, Phase III (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 GCCCI, 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 GCCCI, 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 GCCCI, 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 February 21, 2018.

AYES:

NOES:

ABSENT:

ABSTAINED:

GRAVENSTEIN UNION SCHOOL DISTRICT

Attest:

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Jim Horn, President

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Desiree Beck, Clerk to the Board

**Gravenstein Union School District  
3840 Twig Avenue  
Sebastopol, CA 95472**

**REQUEST FOR QUALIFICATIONS & PROPOSALS FROM CLASS B  
“GENERAL BUILDING” LICENSE HOLDERS**

**for**

**LEASE LEASEBACK CONSTRUCTION SERVICES FOR THE**

**Hillcrest Middle School Increment 1**

Pursuant to Education Code section 17400 et seq., the Gravenstein Union School District invites qualified firms to submit responses to this request for proposals (“RFP”) to provide lease leaseback (“LLB”) construction services for the Hillcrest Middle School Increment 1 Project located at Hillcrest Middle School, 725 Bloomfield Rd, Sebastopol, CA 95472.

Respondents must mail or hand-deliver (5) hard copies and (1) electronic copy of their responses to this RFP to:

Counterpoint Construction Services, Inc. C/O Gravenstein Union Elementary School District;  
181 Concourse Blvd., Suite B, Santa Rosa CA 95403

All responses must be received no later than **2:00 p.m.** on **March 01, 2018**.

Questions regarding this RFP shall be directed to Justin Walling at Counterpoint Construction Services, Inc. by email to: [jwalling@counterpointcs.com](mailto:jwalling@counterpointcs.com). Questions are due by Friday, February 23, 2018.

Sincerely,

Jennifer Schwinn

Superintendent

**Hillcrest MS Increment I LLB Schedule**

Submittal of Ad to paper of public circulation in district		
Advertisement 1	Wednesday, February 14, 2018	-
Advertisement 2	Wednesday, February 21, 2018	-
Questions due	Friday, February 23, 2018	<b>2:00 PM</b>
RFP/Q's Due	Thursday, March 01, 2018	<b>2:00 PM</b>
Notification for Interviews	Monday, March 05, 2018	
Interviews	Thursday, March 08, 2018	TBD
Board Back Up Due		
Special Board Meeting TBD		-





**Recommendation for Selection of Contractor**

Re: Gravenstein Union School District – Gravenstein Elementary School Phase III Contractor Request for Proposals Lease-Leaseback - Recommendation for selection of General Contractor.

February 9, 2018

Jennifer Schwinn, Superintendent  
Gravenstein Union School District  
3840 Twigg 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 Wednesday, January 17, 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 12/20/2017 and 12/27/2017, with a proposal opening date of January 17, 2018. We received four (4) responses to the RFP from the following contractors: GCCI, Inc., FRC Inc., Midstate Construction and Murray Builders. We reviewed and documented the proposals received in accordance with District AR 3311.2 and Education Code section 17406. On Thursday, January 25, 2018, we interviewed all of the contractors who submitted a proposal.

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 950 points for all criterion. 600 Points was the maximum points available based on the "Scored Questions" section of the RFP. There was an additional 350 points maximum available, which was assessment based, per the contractors response to the RFP, as well as their interview. The interview criteria was broken down as such:

1. Staffing
2. Scheduling
3. Project management of current workload
4. Responsiveness
5. Paperwork processing
6. Lease-Lease back experience
7. Subcontractor relationships
8. Assessment of Project team, including qualifications and experience
9. Experience with similar projects; owner evaluation, quality and budget control
10. Project management, including planning, coordination, scheduling, cost control, capabilities and techniques.
11. Price

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

	<b>Contractor</b>	<b>Best Value Scores (total earned out of total possible)</b>
1	GCCI, Inc.	940 / 950
2	FRC, Inc.	915 / 950
3	Midstate Construction	835 / 950
4	Murray Builders	710 / 950

**Recommendation:**

All responses received were responsive and responsible in all manners. The most significant factors for this project, in regards 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 Gravenstein Elementary School Phase III Project.

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

Sincerely,

COUNTERPOINT CONSTRUCTION SERVICES, INC.

Justin Walling  
Principal





February 14, 2018

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

Subject: Proposal for Prop 39 Energy Project Procurement Support

Dear Superintendent Schwinn:

Thank you for the opportunity to provide this proposal to support the Gravenstein Union School District with the design, development and procurement of your energy projects and the continuation of our work as your energy engineering consultant. We formed ARC Alternatives in February 2014 to serve the energy consulting needs of public sector, large institutional clients and school districts in California. Our mission is to help our clients cost effectively achieve lasting energy savings in pursuit of their critical fiscal, environmental, and educational goals. We established ARC Alternatives to be a responsive, nimble organization with a singular focus on project execution. ARC Alternatives has no relationships with energy technology or service providers, which enables us to be completely independent and represent only our clients' best interests.

The three founding Principals of ARC Alternatives collectively have over 50 years of experience in energy engineering, energy program management, public sector procurement, and the management of design-build contracts. Our qualifications include Proposition 39 support for K-12 Districts in California, the development and implementation of solar programs throughout California; management of the largest and longest running statewide energy efficiency partnerships; development of comprehensive energy planning efforts for universities, schools and other government agencies; and exhaustive knowledge of utility incentive and rebate programs.

### **Understanding**

This proposal describes the approach, schedule and budget to support Gravenstein Union School District with the procurement and implementation of their Proposition 39 energy efficiency projects. The scope builds on the work done by ARC Alternatives and the District to develop the District's approved five year Proposition 39 Energy Expenditure Plan (EEP). The scope and estimate include support for projects assuming continued coordination with the District's Architect, Axia, and the modernization program to ensure both programs are leverage to the best extent possible.

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The approved EEP identifies several types of projects, some of which have been implemented already under the Phase II Modernization. The remaining measures to be implemented include:

- Interior & Exterior LED lighting at Gravenstein Campus
- Interior & Exterior LED lighting at Hillcrest
- Solar carport structure at Hillcrest Campus
- Rooftop Solar PV at Gravenstein Campus

The lighting at the Gravenstein campus is included in the Phase III modernization plans, and currently in DSA for approval. A small portion of the interior lighting at Hillcrest, and infrastructure to prepare for the solar is included in the Hillcrest Increment 1 modernization, and pending submittal to for DSA approval. The remainder of the lighting at Hillcrest is to be completed outside of modernization plans and coordinated with M&O Director Brian Sposato. The two solar projects are to be bundled together to attract a larger bidder pool, to get a solar design-build contractor on board and coordinate the necessary design details with Axia for DSA approval.

## Approach

### ***Task 1 – Continued Coordination***

ARC will continue coordination with Axia Architects to coordinate with the Gravenstein Phase III and Hillcrest Increment 1 modernization plans. We will provide review of and input to the DSA submittal sets to ensure compliance with the approved Proposition 39 EEP. ARC will be available to attend meetings and ensure the interests of the District are best represented and maximized and coordinated across the multiple initiatives and projects. ARC will continue our coordination with PG&E for the solar interconnection applications submitted for the District, eventually coordinating with the selected solar vendor to finalize the interconnection applications based on final design.

### ***Task 2 – Solar RFP Development***

ARC will take the lead to assist the District in the selection of a Design-Build contractor for the two solar systems. We will optimize the system sizes based on the most current utility consumption, possible inclusion of future HVAC load, and current tariffs.

ARC Alternatives will leverage our experience developing procurement strategies and documents for schools and public sector clients in California to create a set of bid documents for the implementation of the District's solar PV projects. We will facilitate the process leveraging existing models for technical specifications, performance standards, and procedural elements of the bid documents. We will also work in collaboration with the District's legal support to develop the contracts themselves, which are usually included in the bid documents, along with any District-specific construction requirements and General Conditions.

Typically, bid documents for solar PV systems consist of the following elements:

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- Scope of work and description of the project
- Instructions to proposers
- Evaluation process, scoring criteria, and award process
- Sample contract and/or agreement
- Technical specifications
- Project requirements (General Conditions): design process, submittals and approvals, safety requirements, site access, etc.
- Bid forms: price, schedule, exceptions, alternates, bonds, other certifications
- Utility data
- Site information: proposed project placement, as-built documentation, electrical drawings, other relevant site conditions

We will develop draft documents for District review and revise them based on feedback prior to release.

### ***Task 3 –Lighting RFP Development***

The Prop 39 project scope includes exterior and interior lighting retrofits at Hillcrest. The ARC team will develop and consolidate information from the approved Energy Expenditure Plan into site lighting plans and finalized lighting inventories to provide along with performance specifications to serve as the basis for bid documents to be developed for the District. ARC will coordinate with the District team to finalize the District’s front end documents and publish the RFP similar to above.

### ***Task 4 - Solar & Lighting Proposal Evaluation and Contract Negotiation***

ARC Alternatives staff have reviewed hundreds of energy project proposals and applications. As part of the developing the RFP documents, we will work with District staff to identify potential evaluation criteria and their relative importance. We will customize existing models and develop a scoring rubric for use during the evaluation process. It is critical to finalize the evaluation process and scoring system prior to receiving proposals to keep the process fair and unbiased.

ARC Alternatives will also leverage several best practices around the evaluation of proposed project costs in order to ensure alignment between the scoring process and the District’s goals for the project. For example, it is often the case with solar PV projects that proposals are evaluated based on simple cost metrics such as construction cost (\$/watt) or the levelized cost of energy (\$/kWh). We prefer to evaluate the NPV of the cash flow of the entire project accounting for both costs and benefits (i.e., utility savings and incentives) because this metric is more closely aligned with our clients’ goals for their projects. It also has the added benefit of providing the capability to compare dissimilar proposals and account for added complexity (e.g., changing TOU periods). This is just one example of the evaluation best practices we will leverage on behalf of the District.

We will also be available to assist the District with contract negotiations. We have a great deal of experience with the different types of contracts used to implement energy projects and regularly assist our school clients negotiate favorable terms. By including the form of the contract you expect the vendor to sign in the RFP, the District starts from a position of strength in the

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negotiations and can limit the scope of the discussions to just those items with which the proposer has taken exceptions.

### ***Task 5 – Design Review & Construction Support***

For the lighting project, ARC will provide oversight throughout the process by reviewing submittals, responding to RFIs, change order requests and coordinating the contractor's activity on site. We will be available to verify installations and assist with payment application approvals.

For the solar projects, ARC will coordinate between the selected solar vendor and Axia Architects to finalize the design and support Axia as they take the lead with DSA submittal. We will support the design submittal, review and approval process. Solar provider submittals will cover the full scope and functionality of the proposed systems, including module and inverter manufacturers, mounting and racking details, structural and foundation designs, electrical designs, proposed monitoring systems, operations and maintenance plans, and approaches to training District personnel. We will act as the "owner's representative" throughout the design process, providing our expertise and coordinating with the architect and construction management team members.

### **Solar Construction Oversight**

While we are not proposing to provide comprehensive construction management services (these are typically provided by the solar contractor), there will be a need to provide technical oversight both before and during construction. We will work together with District staff in the coordination of the construction effort. In addition, there are several points during system construction at which specific solar engineering knowledge is necessary to ensure a quality build. We will provide resources in the field at critical milestones to review the solar provider's work at each site.

Our engineering efforts during the construction process will cover all elements of the project but focus on the build quality and electrical elements of the solar systems, including:

- Equipment placement and finishes
- DC wire management
- Conduit and trenching
- Grounding
- Proper fuse sizing
- DC connections, particularly in combiner boxes
- Ancillary systems such as fencing, lighting, and security

We will provide resources to participate in ongoing project meetings and perform project management activities during this phase of work. We will provide regular reports documenting conditions in the field, technical issues, and their proposed resolution.

### **Commissioning and Performance Management**

The system specifications that will be distributed with the RFP and incorporated into the final contract will define a robust testing program to assure the system being installed is working

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properly and will continue to do so into the future. ARC Alternatives will provide oversight during system testing, beginning in the design phase when the contractor is required to submit their test plans. We will review and provide input to their test plans prior to District approval. These plans will serve as the set of detailed requirements for the multiple phases of testing and commissioning to be done in the lead up to system energization and utility issuance of Permission to Operate (PTO). ARC Alternatives resources will be in the field to ensure contractor staff execute the approved test plans and document all failed tests along with any other build quality issues uncovered in the process.

We will also consider system performance over a 30-day “proving period” at each site to capture intermittent failures as well as the effects of weather on system performance. In addition, ARC Alternatives will analyze system performance data collected over a longer period of time to assess whether systems are performing as expected - this will also help the District to manage any Performance Guarantees with their selected contractor.

**Task 6 – CEC Reporting**

The CEC requires annual reports for each Energy Expenditure Plan during the implementation period to provide a status of projects implemented and funds spent. Additionally, a final report is required for each EEP 12-15 months after all measures are complete. Since the District is comprised of 3 Local Education Authorities (LEA), it has 3 EEPs. We anticipate up to 2 annual reports and one final report for each EEP. ARC Alternatives will proactively track implementation progress and prepare the annual reports for the District. Each report will be summarized for the District review, and ARC will submit them on behalf of the District.

**Schedule & Budget**

ARC Alternatives can begin work immediately and support the existing Modernization schedules. Our cost estimate for this scope of work is summarized in the table below. We will conduct the work on a time and materials basis, at existing labor rates, within the total budget identified.

**Gravenstein Union Prop 39 Projects  
Proposed Scope and Cost Estimate**

Task	Hours	Cost
1. Continued Coordination	30	\$ 5,310
2. Solar RFP Development	52	\$ 8,610
3. Lighting RFP Development	26	\$ 4,440
4. Solar & Lighting Proposal Evaluation and Contract Negotiation	43	\$ 7,600
5. Design Review & Construction Support	64	\$ 10,680
6. CEC Reporting	58	\$ 10,500
<b>Total - Labor</b>	<b>273</b>	<b>\$ 47,140</b>
Direct Expenses (travel, etc.)*		\$ 200
<b>Grand Total</b>	<b>273</b>	<b>\$ 47,340</b>

\* Client will be billed for Direct Expenses without markup

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We look forward to assisting Gravenstein Union School District with these next phases of this important energy program. We believe our qualifications and experience are aligned with District needs and our proposed approach to the work will cost effectively deliver results of the highest quality. We look forward to working with you to confirm our understanding of the District's needs and refine this proposal as might be required. Please contact me at 415-286-1670 or [curtis@arc-alternatives.com](mailto:curtis@arc-alternatives.com) if you have any questions or would like to discuss our proposal.

Sincerely,



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

**Gravenstein Union Prop 39 Projects  
Proposed Scope and Cost Estimate**

Task	Hours	Cost
1. Continued Coordination		
a. Review Gravenstein Phase III Mod Plans	4	\$ 780
b. Review Hillcrest Increment 1 Plans	8	\$ 1,470
c. Coordinate Interconnection Application	10	\$ 1,500
d. Advise and coordinate across all projects	8	\$ 1,560
<b>Task 1 Labor Subtotal</b>	<b>30</b>	<b>\$ 5,310</b>
2. Solar RFP Development		
a. Optimize System Sizes	12	\$ 1,980
b. Create RFP documents	24	\$ 3,780
c. Support district and legal review	6	\$ 1,080
d. Vendor Outreach	2	\$ 390
c. Finalize and release documents	8	\$ 1,380
<b>Task 2 Labor Subtotal</b>	<b>52</b>	<b>\$ 8,610</b>
3. Lighting RFP Development		
a. Develop Lighting Scope Documents	10	\$ 1,770
b. Develop Lighting Specifications	10	\$ 1,680
c. Assemble and Publish RFP	6	\$ 990
<b>Task 3 Labor Subtotal</b>	<b>26</b>	<b>\$ 4,440</b>
4. Solar & Lighting Proposal Evaluation and Contract Negotiation		
a. Review and score proposals	20	\$ 3,440
b. Update financial models	4	\$ 600
c. Prepare evaluation report and deliver to BOT	9	\$ 1,610
d. Support contract negotiations	10	\$ 1,950
<b>Task 4 Labor Subtotal</b>	<b>43</b>	<b>\$ 7,600</b>
5. Design Review & Construction Support		
a. Solar Design Review Support	8	\$ 1,380
b. Lighting Implementation Support	12	\$ 2,160
c. Solar Construction Oversight	24	\$ 3,960
d. Commissioning and Performance Management	20	\$ 3,180
<b>Task 5 Labor Subtotal</b>	<b>64</b>	<b>\$ 10,680</b>
6. CEC Reporting		
a. Ongoing project tracking	8	\$ 1,380
b. Prepare Annual Report	18	\$ 3,240
c. Prepare Final Report	32	\$ 5,880
<b>Task 6 Labor Subtotal</b>	<b>58</b>	<b>\$ 10,500</b>
<b>Total - Labor</b>	<b>273</b>	<b>\$ 47,140</b>
Direct Expenses (travel, etc.)*		\$ 200
<b>Grand Total</b>	<b>273</b>	<b>\$ 47,340</b>

\* Client will be billed for Direct Expenses without markup





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February 12, 2018

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

Re: Hillcrest Middle School Increment 1 LLB Oversight Proposal  
TRANSMITTED VIA EMAIL

Dear Jennifer,

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

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

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

**Billable Hourly Rates:**

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

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

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**Proposal Qualifications:**

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

Sincerely,  
**COUNTERPOINT CONSTRUCTION SERVICES, INC.**

A handwritten signature in black ink, appearing to read "Justin Walling", is written over a horizontal line.

**Justin Walling**  
**President**

Enc: None