

Sausalito Marin City School District Agenda

Created: May 19, 2011 at 04:35 PM

TBR

Regular Board Meeting

May 24, 2011

Tuesday, 07:00 PM

District Office
630 Nevada Street
Sausalito

Sausalito Marin City School District Board Meeting Procedures

Agendas are posted at the District Office and at the Bayside Elementary School Office, 630 Nevada Street, Sausalito. An agenda is also posted at Martin Luther King, Jr. Academy, 200 Phillips Drive, Marin City. Agendas are posted 72 hours in advance of a regular board meeting.

All board meetings are conducted according to Education Code 35145.5 and District Board Policy 9320.

The District adheres to the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the District Office at 415-332-3190. All efforts will be made for reasonable accommodations. Members of the public are requested to turn off or mute ALL cell phones, pagers or other communication devices upon entering the Board Meeting Room.

Backup materials for items on this agenda are available for review in the Superintendent's Office.

Via Teleconference

Trustee Mark Trotter

2630 Hillcrest Avenue, Tahoe City, CA 96145

And

Trustee Shirley Thornton, Ed. D.

818 S. Curson Avenue, Los Angeles, CA 90036

CLOSED SESSION: 6:00 PM

OPEN/REGULAR SESSION: 7:00 PM

PUBLIC HEARING: 7:15 PM (5 minutes unless public comment requires longer)

RESUME REGULAR SESSION

CALL TO ORDER

1. Addressing the Board Prior to Closed Session (D)

Persons wishing to address the Board on items on the closed session agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation.)

CLOSED SESSION**1. With respect to every item of business to be discussed in Closed Session pursuant to Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR (P)**

Negotiator for: Sausalito Marin City School District: Alison Neufeld
Negotiations with: California School Employees Association (CSEA)

2. With respect to every item of business to be discussed concerning personnel matters pursuant to Government Code 54957: CLOSED SESSION: PUBLIC EMPLOYEE APPOINTMENT, EMPLOYMENT, EVALUATION OF PERFORMANCE, DISCIPLINE, OR DISMISSAL (P)

The Board will meet with District Legal Counsel, Alison Neufeld.

3. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9 (P)

Potential Cases: One (1)

OPEN SESSION**1. Report Out from Closed Session (P)****2. Pledge of Allegiance (D)****3. Approval of Agenda Order (P)****4. Addressing the Board Prior to Open Session (D)**

Persons wishing to address the Board on open session items on the agenda or items not on the agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation. Regarding comments on items that are not on the agenda, Board members may listen to your presentation but are prohibited by the Brown Act from making a response.)

RECOGNITIONS**1. 2010/2011 Golden Bell Awards (D)**

District's Golden Bell Teacher of the Year: The Board will recognize Ms. Natasha Griffin.

District's Outstanding Program of the Year: The Board will recognize the Visual Arts Program.

2. Merit Pay Recipients (D)

2010/2011 Merit Pay: The Board will recognize recipients: Ms. Ellen Franz and Ms. Megan Bolduc.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**1. Superintendent Debra A. Bradley, Ed.D. will sunshine the District's proposed initial contract proposal for active employees. (D)**

2. Public Hearing (D)

The Board will hear public comment prior to adopting the District's proposed initial proposal to the California School Employees Association.

3. Board Action to Accept the District's Initial Proposal to the California School Employees Association for Active Employees (D)**MARIN COUNTY OFFICE OF EDUCATION REPORT**

1. County Superintendent, Mary Jane Burke, will present the County proposal to support Sausalito Marin City School District effective July 1, 2011 with District, staffing, and administrative support matters. (F)

WILLOW CREEK ACADEMY EXPANSION**1. Willow Creek Academy Expansion Presentation (D) (F)**

A presentation on the construction plans for the Willow Creek Academy expansion project will be made. The presentation will encompass the educational features of the expansion as well as the cost estimate of the work. There will be some revision in the consultants' budgets resulting from the redesign of the project that was not available at the time of publication of the agenda.

2. Lease/Lease Back Agreement Between Sausalito Marin City School District and Alten Construction (D) (F)**EDUCATION****1. Promoting Early School Success Year Two (F)**

The renewal submitted is for the 2011/2012 school year. The emphasis in year two will be looking at deepening the instructional relationship between Preschool and Kindergarten and engaging with the first grade class, teacher and parents. The emphasis on strengthening parent engagement will continue supported in part by English instruction for parents, greater 'events' focused on delivering information on how parents can support learning at home, and staff training on strategies to work with English Learner students to ensure equitable delivery of high quality instruction.

2. Arts Demonstration Grant Renewal (F)

Entering year 3, the grant emphasizes arts integration professional development time for classroom teachers, student art instruction K - 8, as well as instrumental music K - 5.

3. Transitional Kindergarten (D) (F)

Transitional Kindergarten 2010 legislation passed and became an amendment to Education Code (Sections 46300, 48000 and 48010) that establishes transitional Kindergarten beginning in the 2012/2013 school year. The legislation establishes a timeline that sets Kindergarten entry age cut off at September 2 beginning in the 2014/2015 school year. Districts that have a single grade class need to be thoughtful in how future Kindergarten classes will be configured to meet the spirit of the law but also provide a strong program.

As of May 9, 2011, preliminary registration for Kindergarten at Bayside Elementary School reflected twelve completed registration packets. Of the twelve, if the new Education Code was in effect, five students would not be eligible for kindergarten but would be eligible for Transitional Kindergarten. The challenge is how to provide an appropriate Kindergarten and Transitional Kindergarten with very small numbers of students.

Staff recommends a task force composed of Kay Wernert-Executive Director Marin Head Start, Jonnette Newton, Jennifer Banks, and other members of the Promoting Early School Success Design Team to look at the implementation of the Transitional Kindergarten in our District.

- 4. Principal's Report for Bayside Elementary School** (D)
- 5. Interim Principal's Report for Martin Luther King, Jr. Academy** (D)
- 6. Head of School's Report for Willow Creek Academy** (D)
- 7. Enrollment Report May 2011** (D)
Current student enrollment at Bayside School, Martin Luther King Jr. Academy and Willow Creek Academy as of May 19, 2011

FACILITIES

- 1. Bayside Elementary Ball Field Irrigation Repair** (F)
Reattachment of the irrigation supply line left undone from the turn-a-round project
- 2. Martin Luther King, Jr. Academy Sound Baffle Art Student Selection** (D)
Martin Luther King, Jr. Academy students' finalization of the sound baffle artwork.

BUDGET

- 1. Update on the Governor's May Revised Budget, Released May 16, 2011** (D)

CONSENT AGENDA

- 1. Approval of the minutes of the April 18, 2011 special board meeting** (F) (C)
- 2. Approval of the minutes of the April 28, 2011 special board meeting** (F) (C)
- 3. Approval of the minutes of the April 28, 2011 regular board meeting** (F) (C)
- 4. Ratification of Field Trip to the Sausalito Historical Society on May 12, 2011** (F) (C)
- 5. Approval of Field Trip to Muir Woods on May 26, 2011** (F) (C)
- 6. Approval of Field Trip to San Francisco Maritime National Historical Park on June 3, 2011** (F) (C)
- 7. Leave Request** (F) (C)
Employee #47002 is requesting a .20 FTE leave from her Special Education assignment to pursue Doctoral Studies for the 2011-12 school year.

8. Temporary Position 3.5 Hours per Day Custodial/Maintenance Worker (P) (C)

Per discussion at the April 28, 2011 Board meeting, the District will be establishing a temporary position to help maintain the campuses at both Martin Luther King, Jr. Academy and the MLK Annex. The position is required due to the use of facilities for summer school programs. The position will begin Monday, June 13, 2011 and end August 12, 2011. The position will be 3.5 hours per day, Custodial/Maintenance Worker.

9. Certificated Staff Resignation (P) (C)

Accept the resignation of employee # 47010 for personal reasons, effective June 9, 2011.

10. Payment of Warrants (P) (C)

Payment of warrants under:

Batch 57 Fund 01 in the amount of \$88,911.76
 Batch 57 Fund 13 in the amount of \$1,738.38
 Batch 57 Fund 40 in the amount of \$3250.00
 Batch 58 Fund 01 in the amount of \$48,474.05
 Batch 58 Fund 13 in the amount of \$1,886.03
 Batch 58 Fund 40 in the amount of \$30,803.41
 Batch 59 Fund 01 in the amount of \$204,554.35
 Batch 59 Fund 13 in the amount of \$2,292.92
 Batch 59 Fund 40 in the amount of \$644.00
 Batch 60 Fund 01 in the amount of \$139,431.67
 Batch 60 Fund 13 in the amount of \$2,711.07

11. Silyco Service Agreement Renewal (P) (C)

Mark Tony of Silyco provides the District with technology support services. The current 2010/2011 contract is expiring. The District is requesting the Board of Trustees renew the Silyco Service Agreement for the 2011/2012 school year.

ADMINISTRATIVE AND EXTERNAL**1. Endorsement of the Efficiency and Effectiveness Task Force Report 2011 (P)****REPORTS****1. President's Report (P)****2. Board Members' Reports (P)****3. Superintendent's Report (P)****SAVE THE DATE****1. Future District Board Meeting Dates (P)**

All meetings are held at the District Office, 630 Nevada Street, Sausalito at 7:00 pm unless otherwise noted. *The first meeting date of each month will be allocated to, additional special meetings on facilities issues, special meetings, community forums, etc. as needed. The only or second meeting date of each month will be allocated to regular board meetings.

June 9 - Two meetings in June

June 23

July 28 - One July meeting - summer break

August 11*
 August 25
 September 8*
 September 22
 October 13*
 October 27
 November 17 - One November meeting - holidays
 December 8*
 December 15

2. Future Charter School Board Meeting Dates (b)

Unless other noticed, all meetings are held at 6:30 pm on the school campus, 630 Nevada Street, Sausalito, CA. All meetings are the 3rd Wednesday of the month.

June 15

3. Upcoming Dates and Important Events (b)

May 25 - Science Fair, MLK, 9:00 am - 3:00 pm

May 25 - Open House - MLK, 6:00 - 7:30 pm

May 25 - Open House - WCA, 6:30 - 8:30 pm

May 26 - 2011 Education Evening/Golden Bell Awards, Dominican University, 4:30 pm

May 27 - **No School - WCA**

May 30 - Memorial Day - **No School - All Schools**

June 6 - 8th Grade Graduation - WCA, The Bay Model, 11:00 am

June 7 - Kindergarten Step-Up Ceremony - Bayside, 10:00 - 11:00 am, Bayside Multipurpose Room

June 7 - 8th Grade Promotion - MLK, 6:00 pm, MLK

June 8 - 5th Grade Step-Up Ceremony - Bayside, 10:00 am; Minimum Day, Bayside Multipurpose Room

June 8 - Crossing the Bridge - WCA, 10:00 am, WCA Courtyard

June 8 - **Last Day of School for Students - All Schools**; Minimum Day

June 9 - Last Day of School for Teachers - Bayside & MLK

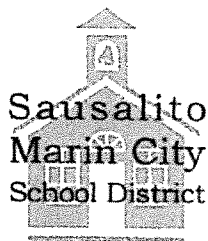
June 9 - Faculty & Staff Year End Ice Cream Social, 1:30 pm

June 10 - Last Day of School for Teachers - WCA

*The Parent Center is located at 610 Drake Avenue in Marin City. Parents and community members are invited to attend.

ADJOURNMENT

Americans with Disabilities: The Sausalito Marin City School District adheres to the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the District Office at 415-332-3190. All efforts will be made for reasonable accommodations.



1895 - 2011

SAUSALITO MARIN CITY SCHOOL DISTRICT

630 NEVADA STREET, SAUSALITO, CA 94965

TEL (415) 332-3190; FAX (415) 332-9643

www.sausalitomarincityschools.org

Superintendent, Debra A. Bradley, Ed.D.

Trustees (alphabetical)

KAREN BENJAMIN

THOMAS NEWMAYER, *President*

SHIRLEY THORNTON, *Ed.D.*

MARK TROTTER,

WILLIAM J. ZIEGLER

March 14, 2011

To Whom It May Concern,

We highly recommend Natasha Griffin for the Golden Bell Teacher of the Year. Ms. Griffin is currently the Science, Nutrition and Gardening teacher at Martin Luther King, Jr. Academy and the Nutrition and Gardening teacher at Bayside Elementary School. She is a creative and effective teacher at all grade levels K-8. She has taken full advantage of opportunities for professional growth and has utilized that learning to help her students grow academically and socially.

Ms. Griffin is a professional educator who is passionate about teaching and learning. Although she has only been teaching for four years, her love of science and the outdoors is evident in her well-designed daily lessons in all of her classes. She believes and insists that her students demonstrate their understanding by showing her what they know not just telling or writing. It is common to see her students doing hands-on experiments or models based on key concepts learned in class.

Ms. Griffin also works with our students in our large MLK garden that was created through the Milagro Grant. In the garden, students apply their learning in the care and harvesting of plants which are used in the creation of healthy meals in the nutrition classes. Ms. Griffin contributes to a positive school climate as her students politely share their healthy meals with other students and staff.

Ms. Griffin's passion for teaching and learning is contagious. We are proud to recommend her for the Golden Bell Teacher of the Year.

Sincerely,

Karen Brinkman
Interim Principal, MLK Jr. Academy

Jonnette Newton
Principal, Bayside Elementary School

Description of the Sausalito Marin City School District Arts Program

The Visual Arts program in the Sausalito Marin City School District is a multi-layered, unique, partnership. The program is generously supported by the Sausalito Marin School District, and the Marin Community Foundation, in collaboration with personnel from Youth in Arts. The District is committed to creating a model arts program that will serve students for years to come.

Four arts specialists are on site, working with all Elementary and Middle School classes. The specialists are integrating the arts through different materials, processes, and exposure to contemporary artists; using the Studio Habits of Mind as a running thread of investigation and reflection. A Scope and Sequence, based on a "Who Am I?" curriculum (developed through looking at the California Social Studies Standards), is being formed. At the same time, an Arts Integrated curriculum is being created that will be disseminated into other districts. Teachers will be able to utilize the ideas within the curricula, which embody sequential units that have been field tested in different classrooms. The Elementary Visual Arts program is designed around six week cycles, so students see the arts specialist every day for 6 weeks. Through this consistency, the students and classroom teachers are exposed to a rich, dynamic series of projects and explorations that link to all areas of the curricula.

After each cycle, classroom teachers have been interviewed. During the interview sessions, portfolios are viewed, and teachers are given the opportunity to talk about how the arts have impacted their students. It has been recognized that giving students the time to linger and explore encourages confidence and collaboration. Through the arts, teachers have articulated seeing new sides to their students and classes as a whole.

There are also monthly Professional Development sessions with both the Elementary and Middle School teachers. These sessions are devoted to exposing teachers to different pedagogies in the arts, hands-on art making, reflection of best practices, and planning time with the arts specialists. And every two months an Arts Leadership team meets, which is made up of teacher representatives from each grade level.

The Visual Arts program in the Sausalito Marin City School District is exemplary because of the approach. The specialists look closely at the different needs of the students and teachers, and their teaching is tailored to those specifications. Walk into any classroom in the district, and you will see the arts intersecting with social studies, math, language arts, and science. Through the modeling of the arts specialists, the classroom teachers are developing tool kits, which they will continue to draw from to bring in the arts as an extension to their practice. Every month an Arts Newsletter is distributed in the community. Every year an Art Walk takes place in the Bayside School Multi-Purpose room, where the young artists and musicians are celebrated.

**SAUSALITO MARIN CITY SCHOOL DISTRICT
SUNSHINE PROPOSAL TO
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

Pursuant to Government Code Sections 3547, the Sausalito Marin City School District proposes to open the following articles contained in the Agreement between the Board of Trustees of the Sausalito Marin City School District and the California School Employees Association:

Article VI – Pay and Allowances

The District proposes to explore reasonable reductions in classified staff wages in light of the anticipated decrease in revenues for the 2011-12 school year due to state budget cuts, the continuing fiscal uncertainty, and the lack of work and funds that have necessitated significant reductions in force throughout the District.

Article VII – Employee Expenses and Materials

The District proposes to modify Article VII in accordance with business necessity.

Article VIII – Health and Welfare Benefits

The District proposes to cap health and welfare benefits at current levels in accordance with the negotiated agreement with certificated employees.

Article X – Vacation Plan

The District proposes to modify the provisions of Article X on a prospective basis.

Article XI – Leaves

The District proposes changes to Article XI in accordance with business necessity and current legal requirements.

Article XVIII – Negotiations Procedures

The District proposes to reduce the number of bargaining unit representatives who will be released from work without loss of pay when negotiations are scheduled during work hours.

Article XIX – Duration

The District proposes to negotiate the term of the expired agreement.

The District reserves the right to add, amend, delete and/or change any of these proposals.

About My Project Strategic Initiative > Closing educational achievement gap > Improved early educational experiences

Project Title: Promoting Early School Success

Approaches:

Requested Amount: \$
36,340

Requested Amount: \$
22,300

Requested Amount: \$
62,750

Total Requested Amount: \$ 121,390

Project Overview:

The Pre to 3 Early School Success Literacy Project for SMCSID is focused on developing partnerships between Head Start and Bayside School (particularly K-3) that will result in closing the academic achievement gap 'before it ever begins' by strengthening home to school relationships, increasing parent participation with their child in school related events, and teaching the strategies parents can utilize at home with their children to strengthen literacy skills. To strengthen the impact of instruction at the early grades, the addition of a pre school teacher to lessen the teacher/student contact ratio through a Teach for America instructor came about. This additional certificated instructor is so important to ensure all aspects of the pre school curriculum can be taught; social emotional as well as academic. There was also a partnership established with Reading Partners, a non profit volunteer driven entity, that provides reading intervention in a tutorial format both during the day and after school for pre to 3rd grade students. These partners along with training and instruction for staff and parents will solidify the partnership which is critically important to have in place for the success of our children both academically and socially. This will result in the parent/school/student/community relationship that we need to provide a solid academic foundation for our students to carry them into academic success throughout their schooling.

Funding Type:

Requested Grant Period: from 08/01/2011 to 07/31/2012

Contact Person: Debra Bradley

Current Fiscal Year Organization Budget: \$ 6,428,950

Proposed Project Budget: \$ 121,390

Organization Current Fiscal Year End: 06/30/2011

Geographic Area Served:

What have been major accomplishments in the past three years?

We have begun extensive collaboration with PreK; held successful interactive family nights; developed a Parent Center with parent workshops; and our families are more engaged.

If funds are granted for the proposed project, how long do you anticipate needing MCF funding? What provisions are now being made for financing beyond the grant period?

We believe we need a total of five years funding since some projects cannot continue without start-up funding. In year 2, we will explore local corporate partners who may work with us in family game nights and other activities. We will also research creative in-kind funding opportunities. (Beyond the Bake Sale)

Leading for Equity -- What are the most important steps that the district has taken to make transformational change for educational equity in the past two years? What are the high priority steps in your plan to further change in the next two years? Identify external resources that support your work on equity.

The district superintendent had the foresight to see the value and apply for this grant in order to transform our opportunities for students in PreK-3 by creating a seamless learning environment from Preschool through third grade. The eventual outcomes of the strategic planning may result in more - or less - educational equity. GLAD training has assisted us in increasing the skill strategies of teachers to level the playing field. The Foundation has brought in consultants (FSG) to review the structure of the district and to gather input from the parents and local community on how to effectively and efficiently serve the needs of our students. How this will affect educational equity and the work that will need to be done and what our plans are to further change in the next two years remains to be seen. One of the ways the district has addressed educational equity speaks to the non-academic needs of students by creating the Parent Center and hiring a social worker.

Professional Development -- How will the professional development in your site(s) proposals align and integrate with other professional development activities at the district, and county levels? What leadership/coordination will the district provide to the sites on their PreK-3 professional development?

We want to send first and second grade teachers to GLAD training. The PreK Quality Project is putting coaches in the Preschool classes of the grant schools. We are aligning the support in the PreK classroom with the coaching that will take place through the PreK Quality Project. We will continue to encourage site staff to observe other high quality classrooms. The Preschool Foundations are aligned with the Kindergarten standards to allow the students to enter Kindergarten ready to learn. Professional development for Preschool and Kindergarten teachers need to continue to take place in light of the ratcheting up of the curriculum. Teachers need to be able to understand these changes in curriculum to better serve the needs of the students; focusing on small group and individualized instruction. There are resources that provide entire learning centers, and supplemental, enriching materials (such as Big Books) need to be provided. In essence, we need to grab younger children to the love of a book and reading.

Data -- Reviewing the "Indicators" identified for each element of the site action plans, describe how the District will support sites in obtaining the information needed to measure academic and social-emotional progress of students at your site(s), and when, in Year 2? What additional support or resources, if any, might the District need in order to have this information available for reports? Please be specific.

With the information about Preschool students on the AERIES screen, we anticipate we will be able to gather and maintain longitudinal data on student achievement from Preschool through 8th grade. Year 2 data will be refined to look at curriculum alignment from the preschool foundations through primary curriculum. The data we hope to track are vocabulary development (Preprimer Vocabulary, Dolch words, and beyond). In addition, the protocol around the use of the KOF and Snapshot gives the school more socio-emotional information than ever before. These tools give teachers data to design more meaningful programs and interventions if deemed necessary. The district has hired a social worker to assist schools and families in addressing socio-emotional factors that impede learning. Year 2 continues the dialogue and work as our team develops. The PreK and Kindergarten teachers, along with the team, are researching supplemental materials to use in the work of developing common language, vertical alignment of academic experiences, and benchmarks to assist the partners and make transitions seamless.

Promoting Early School Success: Year 2 Action Plan (2011-2012)
(Note: Sites may find it useful to revisit the Reflection Tool in preparing this Action Plan.)

Initiative Element 1: Develop and implement a shared vision and partnership among programs at the site	
Area(s) of Need Have your areas of need changed since Year 1? If so, how? What are they now?	We completed the vision statement but need to share the vision statement with various groups in the school and community including school board, parents, staff and identified community groups/members. We have developed a strong partnership among the members of the design team and the work together has resulted in successful planning of school events together. We will be extending awareness of the Initiative to other agencies and groups in the community by widening our information sharing about school activities and planning around school event/activities. We will use year two to strengthen our own understanding and solidify our directions with alignment and parent engagement and then look to more direct involvement of other programs serving the same children and families in year three.
Proposed Short Term Outcome(s) How will your proposed outcomes be different from those of Year 1?	Continue a yearly schedule of design team meetings Formalize the subgroup meeting with written goals, seeking out research to inform the work, minutes and information sharing with the whole group. Examples of probable subgroups are curriculum alignment group, family engagement, and community outreach. The research would be brought to the design team meetings as a way to determine ongoing best directions and best practices. Clearer understanding of the vision and goals of the initiative by School Board, parents, staff and identified community groups/members.
Proposed Activities (Outputs) & Next Steps What current activities will continue? What will be added?	Continue regular design team meetings Continue curriculum articulation for PreK-K and adding in alignment time for K-Grade 1. Identify one or two people on design team to ensure that research is sought and brought to the table Present meaning of vision and regular updates on the Initiative to school board and other identified groups Develop signage for schools and at events Build strong teacher understanding and buy-in to the vision through staff development in order to enable them to articulate it to parents in their interactions over the year

Promoting Early School Success: Year 2 Action Plan (2011-2012)
 (Note: Sites may find it useful to revisit the Reflection Tool in preparing this Action Plan.)

Personnel Involved Describe who will do this work, including current personnel and any additional staff or consultants.	The currently involved personnel will complete the activities with identified outreach: The Design team including parents Teachers - PreK-K-Grade 1 District Social Worker/Outreach worker Reading Partners
Timeline Detail when work will begin and specify any internal deadlines.	The work is a continuation of what is currently happening in the Initiative: Signage-to be completed by the beginning of the school year, depending on receipt of the funding letter Meet with the School Board liaisons to Early Childhood Education and update them on plans for year two within the first month of school November School Board meeting - presentation of ongoing work of the Initiative. Other activities will be ongoing throughout the year.
Proposed Budget Items Describe the specific items that will be required for these activities.	Signage Teacher release time for articulation and design team meetings Food and childcare for meetings with parents
Indicators Describe how your team will measure your second year progress. Indicate specific indicators you will use and how you will collect the necessary data.	The written vision statement is visible and used by all of the partners and is widely known and understood by families. The vision statement is used to guide decision making; this is a carryover from year one and needs to be continued Schedule of design team meetings, record of attendance, minutes, evaluation of meetings conducted Schedule for regular sub group meetings, record(s) of attendance, evaluation of meetings, minutes, meeting notes.

Promoting Early School Success: Year 2 Action Plan (2011-2012)
(Note: Sites may find it useful to revisit the Reflection Tool in preparing this Action Plan.)

Initiative Element 2: Establish an affirming school climate that is culturally competent	
Area(s) of Need Have your areas of need changed since Year 1? If so, how? What are they now?	A need exists to develop a common definition of school culture and what cultural competency means to the partners. The design team needs to schedule time for more in-depth discussions of cultural competency and school culture to align our definitions and understanding. Initial data has been collected about school climate but more team time is needed to process the information and come up with an understanding that will lead to an informed approach. Bringing in someone to support facilitated discussions of school climate and beginning discussions on cultural competencies is part of year two planning. The design team has built strong relationships enabling us to have in-depth discussions due to the strong base that was built this year among the partners. The other school staff needs to be included in these discussions.
Proposed Short Term Outcome(s) How will your proposed outcomes be different from those of Year 1?	Reaching a common sense of cultural competency and agreement to the importance of understanding it Agreement among the design team on the components of a positive school climate with a focus on parent engagement and begin to share with stakeholders
Proposed Activities (Outputs) & Next Steps What current activities will continue? What will be added?	Synthesis of the data that has been collected – utilize “Beyond the Bake Sale” information as a resource to format the data. Data includes what is captured in the Family Engagement Tool and Strategies tool as well as focus group feedback. Bringing in an external facilitator, possibly from the Equity Project, to help the design team develop an approach to staff development for school climate and cultural competency
Personnel Involved Describe who will do this work, including current personnel and any additional staff or consultants.	External facilitator Design team members and school staff Design team facilitator

Promoting Early School Success: Year 2 Action Plan (2011-2012)
 (Note: Sites may find it useful to revisit the Reflection Tool in preparing this Action Plan.)

Timeline Detail when work will begin and specify any internal deadlines.	August - synthesize the data and draw the comparison External facilitator - timeline to be determined depending on availability and proposed plan
Proposed Budget Items Describe the specific items that will be required for these activities.	External facilitator Staff release time Materials for staff development meetings Clerical support
Indicators Describe how your team will measure your second year progress. Indicate specific indicators you will use and how you will collect the necessary data.	Pre and post assessments for staff will indicate a better understanding of cultural competency and school climate Design team and school staff have a common expectation of the role school climate plays in student success and the goals for our school. The positive school climate will be apparent throughout the school

Promoting Early School Success: Year 2 Action Plan (2011-2012)

(Note: Sites may find it useful to revisit the Reflection Tool in preparing this Action Plan.)

Initiative Element 3: Establish high quality teaching in language and literacy (i.e. speaking, listening, writing and reading) supported by professional development	
Area(s) of Need Have your areas of need changed since Year 1? If so, how? What are they now?	The Pre-K and K teachers have begun to form a solid partnership. The current need is to find appropriate Language Arts curriculum materials that will supplement the existing PreK-Grade 3 curriculum materials. The materials will strengthen the curriculum and will complement the work accomplished in aligning expectations and outcomes for PreK and K. The K-Grade 3 teachers also need a strengthened or enriched Language Arts curriculum. We will need to provide staff development in order to utilize the materials most effectively.
Proposed Short Term Outcome(s) How will your proposed outcomes be different from those of Year 1?	Strengthened curriculum in Language Arts Students are exposed to the same strategies and approaches to the Language Arts curriculum in school and with Reading Partners in order to align the extended learning and the classroom activities Reduce the student/teacher ratio in Pre-K and part of the Kinder day. Continue the extended day for the PreK 60% of the students who begin the Reading Partners program one or more grade levels behind will perform at grade level by year end. This includes Kindergarten students performing at first grade level at the end of the Kindergarten year.
Proposed Activities (Outputs) & Next Steps What current activities will continue? What will be added?	Reading Partners conduct observations of the Language Arts curriculum in the classroom in order to facilitate aligned tutoring techniques. Research and decide on appropriate Language Arts supplementary curriculum materials to be purchased Professional development around appropriate implementation of materials

Promoting Early School Success: Year 2 Action Plan (2011-2012)

(Note: Sites may find it useful to revisit the Reflection Tool in preparing this Action Plan.)

Personnel Involved Describe who will do this work, including current personnel and any additional staff or consultants.	Pre-K, and K teachers (possibly including 1 st depending on funding for curriculum support materials) School Principal and PreK Director Consultant to do some staff development around materials. Reading Partners staff
Timeline Detail when work will begin and specify any internal deadlines.	Review of material in summer with goal to purchase prior to the beginning of school. Reading Partners - observations during the first month of school Teachers to implement over the school year
Proposed Budget Items Describe the specific items that will be required for these activities.	Curriculum materials Staff release time Consultant on implementation of materials- possibly outside consultant used
Indicators Describe how your team will measure your second year progress. Indicate specific indicators you will use and how you will collect the necessary data.	Materials are purchased and being implemented in the classroom Increased skill development measured on the KOF for incoming K students, and through teacher observation/assessments and benchmarks in K and Grade one. Data on skill gain for children in the Reading Partners program Kindergarten student skill level in language arts increased at end of school year

Promoting Early School Success: Year 2 Action Plan (2011-2012)

(Note: Sites may find it useful to revisit the Reflection Tool in preparing this Action Plan.)

Initiative Element 4: Establish vertical and horizontal alignment across various systems – standards, curricula and assessments.	
Area(s) of Need (Have your areas of need changed since Year 1? If so, how? What are they now?)	A need continues to exist for time to discuss articulation between the PreK and K teachers. They have agreed upon some common expectations and benchmarks for the incoming Kindergarten children. The use of the KOF has sparked additional discussions about the interpretation of the expectations. Any new Language Arts curriculum materials will be included in the alignment and discussions will promote effective and expected scaffolding of instruction. We must expand the alignment discussion to include the first grade teachers, especially in the area of language arts. Kindergarten transition practices need to continue to be strengthened.
Proposed Short Term Outcome(s) How will your proposed outcomes be different from those of Year 1?	Higher scores on the KOF for the incoming Kindergarten children. Clear written definition of the agreements formed around expectations and articulation between PreK, Kinder and grade one with information shared back with the design team Clear understanding of assessment tools/processes Scaffold Language Arts curriculum with strengthened core and support materials
Proposed Activities (Outputs) & Next Steps What current activities will continue? What will be added?	Implementation of Language Arts materials Continue observations of other sites including Pre K and K classroom using observation checklist. Regular meeting and collaboration time for PreK, K and Grade 1 teachers to continue to create shared expectations Identify all child and family assessments tools PreK-3 rd grade academic and otherwise (carry over from year one) and develop a matrix of the tools and processes. Planned Kindergarten transition visits between PreK and K prior to K registration
Personnel Involved Describe who will do this work, including current personnel and any additional staff or consultants.	Pre K, K and Grade 1 teacher Design team and facilitator

4/28/11

Promoting Early School Success: Year 2 Action Plan (2011-2012) (Note: Sites may find it useful to revisit the Reflection Tool in preparing this Action Plan.)

Timeline Detail when work will begin and specify any internal deadlines.	Ongoing throughout the school year
Proposed Budget Items Describe the specific items that will be required for these activities.	<ul style="list-style-type: none"> Staff release time for visits and meetings KOF data analysis for PreK and K Language Arts curriculum materials Food and materials for Kindergarten transition activities
Indicators Describe how your team will measure your second year progress. Indicate specific indicators you will use and how you will collect the necessary data.	<ul style="list-style-type: none"> A list of all assessment tools used both families and students, academic and otherwise will be identified by grade level and or age, purpose and data accessibility. Higher KOF scores More parents participating in Kindergarten transition activities. Using the Kinder pre-assessment tools, more students will enter Kinder ready to learn

Promoting Early School Success: Year 2 Action Plan (2011-2012)

(Note: Sites may find it useful to revisit the Reflection Tool in preparing this Action Plan.)

Initiative Element 5: Engage families in supporting their children in school	
Area(s) of Need Have your areas of need changed since Year 1? If so, how? What are they now?	Staff and partners need to begin to develop school wide protocols around the goals of parent engagement. We must continue to identify parent leaders and identify and engage room parents at each grade level to support the development and implementation of school activities. We also need to continue to tie parent engagement activities to academic success through the efforts of a parent liaison for more effective parent outreach.
Proposed Short Term Outcome(s) How will your proposed outcomes be different from those of Year 1?	Parents will express that they feel welcome at the school site Increased participation in school activities - more opportunities for involvement. Parent center has increased opportunities for parents in literacy and technology training
Proposed Activities (Outputs) & Next Steps What current activities will continue? What will be added?	Continue at least three parent engagement activities linked to academics with a format similar to the two held this year. Develop a bilingual (Spanish/English) booklet for parents on parent involvement opportunities Identify parent leaders and help them continue to develop their leadership skills through a leadership workshop, shared visits with other school sites and individual support Parents involved in welcoming incoming parents to the school Formalized process for volunteering including some initial orientation training before coming into the classrooms Training for parents by Reading Partners on reading to children- followed by actual reading to their children and to children in the classroom Parent volunteer recognition ceremony (possible PreK and K-3 rd and after school combined) Continue ESL classes for parents Create a job description for the Parent Liaison

Promoting Early School Success: Year 2 Action Plan (2011-2012)

(Note: Sites may find it useful to revisit the Reflection Tool in preparing this Action Plan.)

Personnel Involved Describe who will do this work, including current personnel and any additional staff or consultants.	<ul style="list-style-type: none"> Reading Partners Parents School Social Worker School teaching staff Presenter-Leadership workshop Parent Liaison ESL teacher
Timeline Detail when work will begin and specify any internal deadlines.	<ul style="list-style-type: none"> Start in the fall – continue during the school year Parent Involvement opportunities - Back to School night Volunteer and parent leader training - September, October, November Reading Partners training - October and February Recognition Ceremony - Spring
Proposed Budget Items Describe the specific items that will be required for these activities.	<ul style="list-style-type: none"> Food and possible child care for meetings, volunteer orientations Printing costs for parent information items Materials for training Incentives and recognition awards for volunteers Books for parents - for reading to child Facilitation of Leadership training activities Stipend for Parent Liaison Resources for Parent Center
Indicators Describe how your team will measure your second year progress. Indicate specific indicators you will use and how you will collect the necessary data.	<ul style="list-style-type: none"> Increased parent participation at events More parent leaders participating in the daily routine of the school Parents involved in the transition process for incoming parents- sharing experiences with the new parents. (for all grade levels) Increased use of the Parent Center

Promoting Early School Success: Year 2 Action Plan (2011-2012)

(Note: Sites may find it useful to revisit the Reflection Tool in preparing this Action Plan.)

Initiative Element 6: Provide expanded learning opportunities for children, including extended kindergarten	
Area(s) of Need Have your areas of need changed since Year 1? If so, how? What are they now?	There is a continued need for expanded learning time for PreK and K to support more individualization. Students need to continue working with Reading Partners program to demonstrate progress towards proficiency. There exists a need to bridge the PreK Transition to Kindergarten and look at providing staffing from the preschool to the Kindergarten class to support more individualization for some children.
Proposed Short Term Outcome(s) How will your proposed outcomes be different from those of Year 1?	A minimum for 1/3 of Bayside students will attend the after school program 75% of the PreK students who have participated in the PreK program will score proficient on the KOF Reduction of the student/teacher ratio and extension of the learning day in preK by changing the schedule Students based on Reading Partners assessments will increase their reading skills in order to accelerate their rate of learning After school program will provide homework support in line with the school approach and practices
Proposed Activities (Outputs) & Next Steps What current activities will continue? What will be added?	PreK program continue expanded hours to include intensified academic instruction for 4 years olds students with smaller group size and individual instruction. Presence of the Teach for America teacher for part of K day and part of the Pre K day
Personnel Involved Describe who will do this work, including current personnel and any additional staff or consultants.	Pre K and K teachers including Teach for America Teacher Reading Partners Design team and team facilitator

Promoting Early School Success: Year 2 Action Plan (2011-2012)
 (Note: Sites may find it useful to revisit the Reflection Tool in preparing this Action Plan.)

Timeline Detail when work will begin and specify any internal deadlines.	School year for Teach for America teacher Reading Partners - September through May After school program - school year
Proposed Budget Items Describe the specific items that will be required for these activities.	Release time for teachers Reading Partners September to May 2012 Teach for America Teacher Student Incentives - awards and recognitions After school liaison time
Indicators Describe how your team will measure your second year progress. Indicate specific indicators you will use and how you will collect the necessary data.	The after school program, parents and classroom teachers are linked around homework expectations Expanded length of Pre K program After school program attendance records Reading Partners assessment and evaluations

Site-level Narrative Questions for Year 2 (2011-12)
Improving Early Childhood Educational Experiences and Promoting Early School Success

1. Provide a brief summary of the key changes in your site's project between Year 1 and Year 2.

Bayside developed family activities in Year 1 and now want to create a way to assess how family activities are beneficial in Year 2. In addition, the team has built relationships among the partners and is building foundations with shared ideas so that the ideas can be presented to the community in Year 2.

Year 1 is about building relationships, family engagement (it has been exploratory to determine the best ways to engage parents to participate in our activities) and learning about how to make stronger connections. Year 2 will bring in grades one and two and a stronger outreach to additional community partners.

2. Design Team -- How has your site's Design Team grown or changed over the first year? To what extent will you modify the composition or activity of the team in Year 2 to provide even greater leadership?

The Design Team has become much more knowledgeable about each other's work and how it contributes to the collective whole. The team has become much more comfortable in problem-solving and dealing with difficult issues. We have built trust among the team members. We will increase the Design Team to include a first and second grade teacher, parents, and other partners. We find it necessary to continue to meet monthly, and we will implement shared leadership among our members and include team-building activities to build trust and increase opportunities to dialogue.

3. Shared Vision -- How has the development of your PreK to 3 shared vision impacted activities at your site? To what extent has this been shared and embraced by the entire school community? Who are the key missing populations, if any?

Our vision statement is just a piece of our shared vision as a collaborative. From the beginning of our first trainings, we have continued to modify and adjust the vision of this project and ways of best serving our students for the 21st century and beyond. The team process has made us more conscious of what we want to provide for our children. For example, we know we want to increase our family engagement activities in the most impactful way we can with our vision. The shared vision has led to doing activities together and aligning more with each other. Family games night helps build community and assists student learning by creating opportunities that allows PreK and K families to have a strong transition and articulation process. There are things we knew we wanted to accomplish, and now we have a vehicle through which to do that. This grant has kept us focused on academic outcomes as a part of everything we do and not a separate entity. In developing the vision statement, team members have been able to see their perceptions around school community expanded or changed. Missing populations would be more parents and non-traditional family care providers, as well as other PreK care

providers and after school program providers. Include school board members in school activities.

4. **PreK Inclusion --** What new information do you have about children entering Kindergarten at your elementary school? What is the site's plan to include additional PreK partners serving targeted students? How will this be coordinated with any plans for Transitional Kindergarten?

We know more about our children through the KOF and preschool Snapshot. The PreK and Kindergarten teachers have created an observation form and they are in the process of aligning their curriculum. They have developed common expectations for children coming up through Preschool to Kindergarten. Now, we need to write down their shared strategies. We know whether children have had Preschool or not and if so, the type of Preschool. The work that the PreK and Kindergarten teachers have done will help inform us where on the continuum the children are with our partner, Head Start. Head Start will use the KOF in the spring. We want to know if there is lost learning over the summer and if Summer Bridge has helped to alleviate that gap through extended learning opportunities. We want to reach out to other providers regarding inclusion in school events. The district social worker's work with parents of entering Kindergarteners and the families has provided us with more information about those families that we would not normally have. We are dedicated to breaking the untrue myths and perceptions that school is unsafe, etc.

5. **Extended Learning --** What innovative approaches have you incorporated in extended learning time (full or extended day Kindergarten, or afterschool programming) to accelerate vocabulary and oral language development for students, particularly English language learners? What alignment is there between extended learning opportunities and the regular classroom activities?

Reading Partners has enrolled 37 students, of which 10 are coming to read in the Reading Partner's after school program. Students are doing individualized weekly lessons focused on vocabulary, oral language development, etc., which additionally supports English language learners based on their instructional reading plan. In terms of alignment, our key staff is meeting with teachers on at least a biweekly basis to discuss students' progress and other areas of focus to ensure that skills introduced in the classroom are reinforced in Reading Partners tutoring sessions. Reading Partners also attends and supports school wide activities.

Boys and Girls Club is dedicating one hour to homework which is checked daily by staff members. They are in collaboration with the classroom teachers to confirm that the child does have homework. In Kindergarten and first grade, students participate in an hour of literacy activities that support and reinforce what takes place in the classroom.

6. **Family Engagement --** Describe the family engagement activities at your site that are most strongly connected to student learning and development. What other community-based family support activities, beyond your site's work, do you believe are most valuable to enhance learning outcomes?

Family game nights were developed based on information and concepts learned at the Winter Institute. By having the families participate in these game nights, relationships are built between other families and the school which, in turn, support student learning.

We are working on creating a school and community culture that supports student learning. A protocol is in place for teachers and staff members to refer families for non-academic needs that may affect student learning.

The Sausalito-Marín City School District has a Parent Center where parents have had an opportunity to participate in twelve workshops and learning sessions during the school year. These workshops aim to build a bond between the families and their children and/or a bond between families and the school. For example, one workshop focused on how a parent's communication with the child affects the child's self esteem and confidence - social emotional learning.

Students have access to the community health center and Marin City Community Development Corporation activities. We believe that expanded opportunities for families, especially in the physical and mental health areas, would be beneficial.

7. **Support and Sustainability – How does your site continue to engage new stakeholders in the PreK to 3 efforts? What new policies were approved or are yet needed at your site, district, or elsewhere to strengthen PreK to 3?**

We will outreach to additional partners and expand to bring in more team members. As part of a way to connect to community, we might have an open house format to showcase the work of the PreK - 3 grant. We will expand to grades 1 and 2 and reach out to other child care providers. An annual event of Kindergarten transition will be Head Start parents visiting Bayside School. Transitional Kindergarten will soon be a reality and our partnership will make those learning atmospheres better understood and supported by all (parents, teachers and students).

8. **Describe any risks or challenges that you anticipate as part of this work. What are your plans to address these challenges and mitigate the risks? (e.g. financial sustainability, staff/organizational capacity, etc.)**

Internal challenges: The current discussion on the reorganization of the Sausalito Marin City School District causes concern, as well as the retirement of the present superintendent. External challenges, such as the state budget, will no doubt affect our progress. The district now holds a closer line on interdistrict transfers since the district is Basic Aid. We might look at a school board liaison to the team; we want to strengthen the relationship with the board liaison to support and sustain the program.

PreK-3 Vision Statement 2010-2011

Our children are safe, healthy and supported by well prepared educators in collaboration with parents and the community to ensure that students become successful in school, college and life.

Attachment C

(Site Total of MCF 1-3 Approaches should equal MCF Request.)	\$121,390
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Year Three Sausalito Marin City School District Arts Program

2011-2012

Description of Goals

Goal 1: Continue to closely connect Arts Integration with Visual Arts Instruction

This year an overarching goal was an establishment of a consistent visual arts program that is the catalyst for collaboration, integration, modeling, and empowered teachers and students. Arts Specialists have been working with a “**Who Am I?**” curriculum, encouraging students to envision, experiment, process, and explore. Enter any classroom in the District, and one will see evidence of integration and understanding through the visual arts. Through monthly professional development sessions, and one on one planning meetings, classroom teachers and arts specialists have been able to develop layered integrated units that expand off of different areas of the curriculum. For Year 3 there will be two Visual Arts Specialists (a full time K-5th grade specialist, and a .3 FTE 6th-8th grade specialist). These two Youth in Arts Teaching Artists will continue implementing a pure arts program, while also developing arts integrated units with classroom teachers that coordinate with different areas of the curriculum.

Beginning in January of this year, the PD schedule and structure shifted from small grade level groups of teachers planning, to a unified group of teachers gathering for 1.5 hours to share and experience together. Next year there will be at least 4 PD sessions for both Elementary teachers and Middle School teachers. Teachers have articulated the importance of these sessions, citing how they build a sense of community, exhibit best practices, and teach skills that are transferred into the classroom teaching.

Through monthly PD sessions, teachers have been introduced to the Studio Habits of Mind, they have watched excerpts from the Art 21 series, where Contemporary artists discuss their inspirations and practices, and teachers have been able to share and reflect on the arts integration work. The Studio Habits of Mind are being woven into all of the classroom teaching, and are exhibiting to students that through the arts - skills are learned that can be transferred into all areas of their lives. During the January 2011 Art Walk, each class received an award that focused on a different Studio Habit of Mind. These awards were given by the teaching artists, and now hang in all classrooms as a reminder to both the classroom teachers and the students.

During the 2011-2012 school year, classroom teachers (with the assistance and support of the Visual Arts Specialists) will be responsible for uploading at least one

sequential arts integrated unit with accompanying images and documentations to box.net.

Teachers and specialists will continue to use the unit plan template form, which is attached to the proposal. Another important component to the program is reflection. The present Arts Coordinator has created two new documents for Year 3 of the art grant, and we will pilot these forms before the end of this school year. One document is an observation form that focuses on the teaching artist and the students during an art making session. The other form is a reflection tool for classroom teachers that will target three areas: student learning, teaching artist learning, and the classroom teacher's learning. Both reflection forms have been developed with different principals in mind that we as a District feel are important to harness and cultivate in the classroom settings through the arts. Those principals are as follows:

- 1. Artists make spontaneous and deliberate (planned out) decisions.**
- 2. Artists learn and develop their work by addressing challenges as they arise.**
- 3. Artists develop works of art through meaningful experiences with materials.**
- 4. Artists thrive in a community that accepts risks and values multiple approaches.**
- 5. Artists work responsively, not necessarily efficiently, often working on a project over a long period of time.**
- 6. Artists use ideas as material.**
- 7. Artists look at art and listen to music.**

The 2011-2012 budget plan does not have included funding for materials for the visual arts and music programs. The District will use the carryover from last year to provide materials for these programs. We received a large donation of supplies this year, so we have been utilizing those materials. Also this year there has been no art studio space, so it has been difficult to store supplies. The Specialists and the Arts Coordinator are currently working on ordering materials that can be preserved for next year's program. These materials will be stored in an allocated space provided by the District, and will be inventoried so that it is clear next year what is available for supporting the arts program.

As the integration work takes footing across the grade levels and subject areas, the District works will continue to work closely with the MCF to develop tools that measure the impact of the program. Essential to this process are the "teacher researchers" that were interviewed and documented this year. We respectfully request that the MCF provide stipends for this important work to continue. At the moment there are 3 teacher researchers: 2 classroom teachers (a 4th grade teacher

from Bayside Elementary & a K teacher from Willow Creek Academy and a Visual Arts Specialist). This work is vital to the long term tracking of the project, as it illustrates the important dynamic and collaboration between the arts specialists and the classroom teachers, and how they both rely on one another to do this work.

The ultimate goal of the SMCS D is to work towards becoming a Model Visual Arts District. This work takes a long time. The units that have been developed this year are field tested, and are promising inspirations for other teachers in other Districts to utilize. A goal for next year will be for classroom teachers will re-teach the arts integrated unit that they created this year. The arts specialists will be available for ongoing support.

Goal 2: Continue music instruction for all students; building foundations in keyboards, percussion instruments, guitar, and vocals. Students will learn to read music, and will learn to appreciate cultural and historical connections

This was the first year of the music program, and footing has started to take hold. Presently we have two music specialists: David Luther is working with the K-8th grade students from Willow Creek Academy, and Bayside Elementary. Allen Biggs is working with the 6th-8th grade students at MLK. Mr. Biggs' position is funded by the District, and will continue to be funded by the District next year. The music program has become a unifying force between the schools. The teachers, students, and parents are recognizing the positive impact the program is having on community, student morale, and skill building. We feel very fortunate to have found Mr. Luther, who has been generous with his time, teaching capacity, and lending of instruments from his own collection. Every morning Mr. Luther joins the students in gathering together as a community: learning a shared language through singing, movement, Orff Schulwerk and Kodaly approaches. Mr. Luther will begin an extended day program after the April Spring break, which will give students the opportunity to focus on different areas of their choice: guitar, piano, and singing. Mr. Luther is working towards organizing a school-wide District performance that will be a poignant moment of collaboration, integration, shared learning, and artistic expression.

All of the teachers involved with the grant are eager to continue what has begun, and look forward to furthering the goals of the Arts Education Demonstration Grant as part of the Marin Community Foundation's Strategic Plan. We agree with the MCF statement that:

"Without opportunities for progressive skill building in and through the arts across age and grade levels, Marin's students will not be fully prepared for healthy and productive participation in their adult lives and in their communities."

Our goal for next year is to continue the music program as it stands now. However, our proposed budget will not allow the same kind of instruction that we have at

present. It takes a very special kind of instructor to be able to move back and forth between a K-8 curriculum and schedule. Ideally next year Mr. Luther would be the music specialist for the District, and would be paid as a District employee. He has built a strong and vibrant foundation in just the short time he has been with us, and the teachers, the parents, the administration, and the students are appreciative of his vision and presence. This kind of foundation leads us towards a sustainable program.

Goal 3: Goal 3: Continue to provide quality professional development to support arts learning community
--

After reviewing the teacher surveys from this year, it is clear that the Summer Arts Institute is a vital and important beginning to the year. It jumpstarts planning, and invigorates teaching practices. In the 2011-2012 budget plan there is money allotted for compensating the SMCSD teachers who choose to attend.

It is also evident from both teacher and parent surveys, that the Art Walk and the Open House installations are important moments for developing an arts learning community. This is an opportunity for students to be recognized as artists, for students to perform their musical talents and understandings, and for the different school sites in the District to come together as an arts learning community. This year the Art Walk took place in January, and the Multi-Purpose room was transformed into an art gallery, where visitors were invited to look, learn, and reflect on the different processes, styles, interpretations, and curricular connections.

Next year the planning meetings for the classroom teachers and the arts specialists will happen during the school day. These planning times also present essential professional development moments, where specialists can give feedback, bring in supporting resources or tools, and develop curriculum that is rooted in the life experiences and interests of the students.

Conclusion:

We believe that the work being developed and carried out in our District as part of the Arts Education Demonstration Grant is not separate, but integral, to the success of an overall initiative to close the achievement gap that exists between our low-income students, students of color, and more disadvantaged students in Marin County. We recognize that this project is helping us to expand approaches to teaching, and learning opportunities for students and staff. The work being done through the arts is also increasing parent involvement in their children's education. All of these factors are improving the quality of our schools, and the educational success of our students.

YEAR THREE ARTS PROGRAM BUDGET PROPOSAL: SAUSALITO MARIN CITY SCHOOL DISTRICT 2011-12

Goal 1: Continue to offer Visual Arts instruction and integration focused on building literacy skills	Who	Instructional Hours	Cost
Visual arts Instruction weekly for all students during the school day	1 FTE-Visual Arts Specialist K-5	1x week	\$55,000
	.3 FTE VA specialist 6-8	1x week (<i>Extended day instruction at MLK is not included in this proposal</i>)	\$16,500
Collaboration and co-teaching time scheduled into school day and included in specialist salaries Each classroom receives collaboration and co-teaching	10- hours of collaboration and co-teaching	At least one 4-week arts integrated units per classroom	No cost during school day
4 all-staff Visual Art PD sessions Both Elementary and Middle School teachers have the opportunity to share and reflect on their integration work, and learn new arts skills.	Both arts specialists listed above	2-hour sessions on Wed early dismissal	\$3,200 stipend cost for one additional hour
Goal 2: Continue music instruction for all students	Full time music specialist shared by Bayside and Willow Creek	K= 30min 1xwk 1-4 50 min 1x wk 5-8 50 min 2x wk	\$100,500 District Employee
MLK Steel Band	Allen Biggs	3 hrs./wk MLK only	\$9,000 District
Musical Instruments	Carry over from previous years available for 2011-12		\$10,000 Carry-over
Goal 3: Continue to provide professional development to support arts learning community			
Summer Arts Institute	All teachers invited Stipend provided	24 hours of PD during 3 days in August	\$13,500
Art Walk	Arts Specialists District Admin		District: \$1,000
		TOTAL MCF	\$188,700

Enrollment Count for 05/19/2011

Bayside

Grade	TOTAL
0	17
1	23
2	23
3	19
4	24
5	19
	<u>125</u>

Increase	3
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MLK

Grade	TOTAL
6	12
7	14
8	16
	<u>42</u>

No change	0
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Enrollment Count for 05/19/2011

WCA

Grade	TOTAL
0	32
1	34
2	22
3	24
4	19
5	21
6	21
7	27
8	16
	<u>216</u>
Decrease	3



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May 19, 2011

**Sausalito School District
Bayside School
Sausalito, Ca.**

Irrigation Proposal:

To provide approximately 100 feet of trenching, back filling and installing of 2 inch sch 40 main line to reestablish the water source for the irrigation.

Budget Proposal : \$1800 for labor and material. *


This proposal reflects hand digging of trench, a reduced budget proposal for \$1000 would be offered after trencher accessible has been determined in the field.

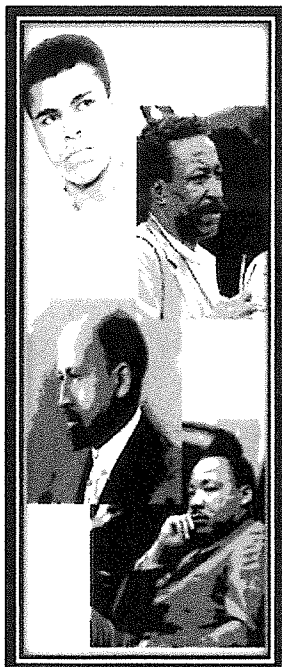
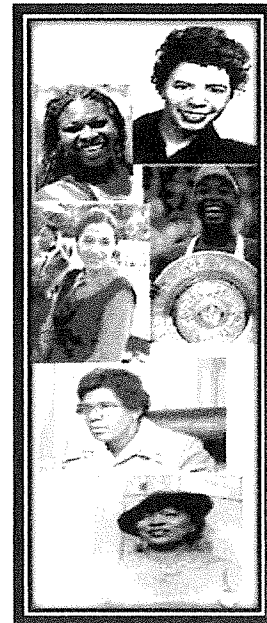
Proposal valid for 30 days


**Sincerely
Mary Del Giorno**


**I
Have
a
Dream**

MLK
Marin City

Panthers'

Pride!



**Hard work.
Integrity.
Confidence.
College Bound!**


**I
WILL
Achieve
Greatness**


**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sausalito Marin City School District
630 Nevada Street
Sausalito, CA 94965

Attention: Debra Bradley, Superintendent

WITH A COPY TO:

This document is recorded for the benefit of
Sausalito Marin City School District, and
recording fee(s) are exempt under
Government Code section 6103.

FACILITIES LEASE

For all or a portion of the following Site:

By and between

Sausalito Marin City School District
630 Nevada Street
Sausalito, CA 94965

And

Alten Construction, Inc.
720 12th Street
Richmond CA 94908

Dated as of _____, 2011

Facilities Lease: Construction & Modernization Willow Creek Academy

FACILITIES LEASE

This facilities lease ("Facilities Lease"), dated as of _____, 2011 ("Effective Date"), is made and entered into by and between Alten Construction Company, Inc., ("Developer"), a California company duly organized and existing under the laws of the State of California, as sublessor, and Sausalito Marin City School District, a school district duly organized and validly existing under the laws of the State of California, as sublessee ("District") (together, the "Parties").

RECITALS

WHEREAS, on the date hereof, the District has leased to Developer, a parcel of land particularly described in **Exhibit "A"** ("School Site") attached hereto and incorporated herein by reference, and on which will be located a new multi-grade school complex; and

WHEREAS, the District desires to provide for the construction of certain work to be performed on portions of the School Site. That work will include construction of the modernization of existing modular classrooms at the school ("Project");

WHEREAS, the District has determined that a portion of the School Site is adequate to accommodate the Project, as more particularly described in **Exhibit "B"** ("Project Site") attached hereto and incorporated herein by reference; and

WHEREAS, District and Developer have executed a site lease at the same time as this Facilities Lease whereby the District is leasing the Project Site to the Developer ("Site Lease"); and

WHEREAS, Developer represents that it has the expertise and experience to perform the services set forth in this Facilities Lease; and

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to lease the Project Site to Developer and to have Developer construct the Project on the Project Site and to lease back to the District the Project Site, and has duly authorized the execution and delivery of this Facilities Lease; and

WHEREAS, Developer is authorized to lease the Project Site as lessee and to perform the construct the Project and to lease the Project and the Project Site back to the District, and has duly authorized the execution and delivery of this Facilities Lease; and

WHEREAS, the Board of Trustees of the District (the "Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Project Site to Developer and by simultaneously entering into this Facilities Lease under which the District will lease back the Project Site and the Project from Developer and if necessary, make Lease Payments; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Facilities Lease and all those conditions precedent do exist, have happened and have been performed in regular and due time, form and manner

Facilities Lease: Construction & Modernization Willow Creek Academy

as required by law, and the Parties hereto are now duly authorized to execute and enter into this Facilities Lease; and

WHEREAS, the District further acknowledges and agrees that it has entered into the Site Lease and the Facilities Lease pursuant to Education Code Section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students and to utilize its facilities proceeds expeditiously.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

1. **Definitions.** In addition to the terms and entities defined above or subsequent provisions defined herein, and unless the context otherwise requires, the terms defined in this section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

1.1 **"Developer"** or **"Lessor"** means Alten Construction Company, a _____(corporation), organized and existing under the laws of the State of California, and its successors and assigns.

1.2 **"Developer's Representative"** means the Managing Member of Developer, or any person authorized to act on behalf of Developer under or with respect to this Facilities Lease.

1.3 **"Contract Documents"** are defined in **Exhibit D** to this Facilities Lease.

1.4 **"District"** or **"Lessee"** means the Sausalito Marin City School District, a school district duly organized and existing under the laws of the State of California.

1.5 **"District Representative"** means the Superintendent of the District, or any other person authorized by the Governing Board of the District to act on behalf of the District under or with respect to this Facilities Lease.

1.6 **"Permitted Encumbrances"** means, as of any particular time:

1.6.1 Liens for general and valorem taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid;

1.6.2 The Project Site lease;

1.6.3 This Facilities Lease,

1.6.4 Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of this Facilities Lease.

1.6.5 Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which Developer and the District consent in writing

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which will not impair or impede the operation of the Project Site; and

2. **Exhibits.** The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease:

2.1 **Exhibit A - Description Of The School Site:** The descriptions of the real property constituting the School Site.

2.2 **Exhibit B - Description Of The Project Site:**

2.3 **Exhibit C - Guaranteed Project Cost and Other Project Cost, Funding, and Payment Provisions:** A detailed description of the Guaranteed Project Cost and the provisions related to the payment of that amount to the Developer.

2.4 **Exhibit D - General Construction Provisions:** The provisions generally describing the Project's construction.

2.5 **Exhibit E - Memorandum of Commencement Date:** The Memorandum which will memorialize the commencement and expiration dates of the Term.

2.6 **Exhibit F - Construction Schedule**

2.7 **Exhibit G - Schedule of Values**

3. **Lease of Project and Project Site.**

3.1 Developer hereby leases the Project and the Project Site to the District, and the District hereby leases said Project and Project Site from Developer upon the terms and conditions set forth in this Facilities Lease for the purpose of constructing the Project.

3.2 The leasing by Developer to the District of the Project Site shall not affect or result in a merger of the District's leasehold estate pursuant to this Facilities Lease and its fee estate as lessor under the Site Lease. Developer shall continue to have and hold a leasehold estate in the Project Site pursuant to the Site Lease throughout the term thereof and the term of this Facilities Lease.

3.3 As to the Project Site, this Facilities Lease shall be deemed and constitute a sublease.

4. **Term.**

4.1 **Facilities Lease is Legally Binding.** This Facilities Lease is legally binding on the Parties upon execution by the Parties and the District Board's approval of this Facilities Lease. The Term of this Facilities Lease for the purposes of District's obligation to make Lease Payments shall commence on the earlier of the following two (2) events ("Commencement Date") and shall terminate six (6) months after the Commencement Date (the "Term"):

4.1.1 The date the District takes beneficial occupancy of the Project; or

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4.1.2 The date when Developer delivers possession of the Project to District and when all improvements to be provided by Developer are determined by the District to be completed as set forth in **Exhibit D** to this Facilities Lease.

4.2 **Memorandum of Commencement.** After the District has taken beneficial occupancy of the Project, the Parties shall execute the Memorandum of Commencement Date attached hereto as **Exhibit E** to memorialize the commencement and expiration dates of the Term. Notwithstanding this Term, the Parties hereby acknowledge that each has obligations, duties, and rights under this Facilities Lease that exist upon execution of this Facilities Lease and prior to the beginning of the Term.

4.3 **Changes to Term.** The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

4.3.1 An Event of Default by District as defined herein and Developer's election to terminate this Facilities Lease as permitted herein, or

4.3.2 An Event of Default by Developer as defined herein and District's election to terminate this Facilities Lease as permitted herein, or

4.3.3 Consummation of the District's purchase option pursuant to the Guaranteed Project Cost and Other Project Cost, Funding, and Payment Provisions indicated in **Exhibit C** ("Guaranteed Project Cost Provisions").

4.3.4 A third-party taking of the Project under Eminent Domain, only if the Term is ended as indicated more specifically herein.

4.3.5 Damage or destruction of the Project, only if the Term is ended as indicated more specifically herein.

5. **Payment.** In consideration for the lease of the Project Site by the Developer back to the District and for other good and valuable consideration, the District shall make all necessary payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C**.

6. **Termination; Lease Terminable Only As Set Forth Herein.**

6.1 Except as otherwise expressly provided in this Facilities Lease, this Facilities Lease shall not terminate, nor shall District have any right to terminate this Facilities Lease or be entitled to the abatement of any all necessary payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** or any reduction thereof. The obligations hereunder of District shall not be otherwise affected by reason of any damage to or destruction of all or any part of the Project; the taking of the Project or any portion thereof by condemnation or otherwise; the prohibition, limitation or restriction of District's use of the Project; the interference with such use by any private person or Developer; the District's acquisition of the ownership of the Project (other than pursuant to an express provision of this Facilities Lease); any present or future law to the contrary notwithstanding. It is the intention of the Parties hereto that all necessary payments pursuant to the

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Guaranteed Project Cost Provisions indicated in **Exhibit C** shall continue to be payable in all events, and the obligations of the District hereunder shall continue unaffected unless the requirement to pay or perform the same shall be terminated or modified pursuant to an express provision of this Facilities Lease.

6.2 Nothing contained herein shall be deemed a waiver by the District of any rights that it may have to bring a separate action with respect to any Event of Default by Developer hereunder or under any other agreement to recover the costs and expenses associated with that action. The District covenants and agrees that it will remain obligated under this Facilities Lease in accordance with its terms.

6.3 Following completion of the Project, that the District will not take any action to terminate, rescind or avoid this Facilities Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Developer or any assignee of Developer in any such proceeding, and notwithstanding any action with respect to this Facilities Lease which may be taken by any trustee or receiver of Developer or of any assignee of Developer in any such proceeding or by any court in any such proceeding. Following completion of the Project, except as otherwise expressly provided in this Facilities Lease, District waives all rights now or hereafter conferred by law to quit, terminate or surrender this Facilities Lease or the Project or any part thereof.

6.4 District acknowledges that Developer may assign an interest in some or all of the necessary payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** to a lender in order to obtain financing for the cost of constructing the Project and that the lender may rely on the foregoing covenants and provisions in connection with such financing.

6.5 The District in its sole discretion may terminate for convenience this Facilities Lease upon three (3) days written notice to the Developer. In case of a termination for convenience, the Developer shall have no claims against the District except the actual portion of the Guaranteed Project Cost expended for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise.

7. Title.

7.1 During the Term of this Facilities Lease, the District shall hold fee title to the School Site, including the Project Site, and nothing in this Facilities Lease or the Site Lease shall change, in any way, the District's ownership interest.

7.2 During the Term of this Facilities Lease, Developer shall have a leasehold interest in the Project Site pursuant to the Site Lease.

7.3 During the Term of this Facilities Lease, the Developer shall hold title to the Project improvements provided by Developer which comprise fixtures, repairs, replacements or modifications thereto.

7.4 If the District exercises its Purchase Option pursuant the Guaranteed Project

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Cost Provisions indicated in Exhibit C or if District makes all necessary payments under the Guaranteed Project Cost Provisions indicated in Exhibit C, all right, title and interest of Developer, its assigns and successors in interest in and to the Project and the Project Site shall be transferred to and vested in the District at the end of the Term. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer; provided, however, that Developer agrees to execute any instrument requested by District to memorialize the termination of this Facilities Lease and transfer of title to the Project.

8. **Quiet Enjoyment.** Upon District's possession of the Project, Developer shall thereafter provide the District with quiet use and enjoyment of the Project, and the District shall during the Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from Developer, except as otherwise may be set forth in this Facilities Lease. Developer will, at the request of the District and at Developer's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent Developer may lawfully do so. Notwithstanding the foregoing, Developer shall have the right to inspect the Project and the Project Site as provided herein.

9. **Representations of the District.** The District represents, covenants and warrants to the Developer as follows:

9.1 **Due Organization and Existence.** The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

9.2 **Authorization.** The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

9.3 **No Violations.** Neither the execution and delivery of this Facilities Lease nor the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Project Site, except Permitted Encumbrances

9.4 **CEQA Compliance.** The District has complied with all requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000 *et seq.* ("CEQA")) in connection with the Project, and no further environmental review of the project is necessary pursuant to CEQA before the construction of the Project may commence.

9.5 **No Litigation.** Except for a validation action related to this transaction that the District may file, there is no pending or, to the knowledge of District, threatened action or proceeding before any court or federal, state, municipal, or other government authority or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Facilities Lease.

9.6 Condemnation Proceedings.

9.6.1 District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Facilities Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Facilities Lease.

9.6.2 If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent it may lawfully do so, District agrees that the financial interest of Developer shall be as indicated in Section 6.1 of this Facilities Lease.

10. Representations of the Developer. The Developer represents, covenants and warrants to the District as follows:

10.1 Due Organization and Existence. The Developer is a corporation licensed to provide such services in the state of _____, duly organized and existing under the laws of the State of California, has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to lease, lease back, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

10.2 Authorization. Developer has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

10.3 No Violations. Neither the execution and delivery of this Facilities Lease and the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Developer is now a party or by which Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Developer, or upon the Project Site, except Permitted Encumbrances.

10.4 No Bankruptcy. Developer is not now nor has it ever been in bankruptcy or receivership.

10.5 No Litigation. There is no pending or, to the knowledge of Developer, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Developer to perform its obligations under this Facilities Lease.

10.6 No Encumbrances. Developer shall not pledge any District payments of any kind, related to the Site Lease, this Facilities Lease, or in any way derived from the Project Site, and shall not mortgage or encumber the Project Site, except as may be specifically permitted pursuant to the provisions of this Facilities Lease related to Developer's financing the construction of the project.

10.7 Continued Existence. Developer shall not voluntarily commence any act

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intended to dissolve or terminate the legal existence of Developer, at or before the latest of the following:

10.7.1 Eighteen (18) months following completion of the Project,

10.7.2 After dismissal and final resolution of any and all disputes between the Parties and/or any third-party claims related, in any way, to the Project,

Developer shall give District sixty (60) days written notice prior to dissolving or terminating the legal existence of Developer.

11. Construction Of Project

11.1 Construction of Project.

11.1.1 Performance of Work. Developer agrees to cause the Project to be constructed in accordance with the terms hereof and the Construction Provisions and the Construction Provisions set forth in **Exhibit D**, including things reasonably inferable from the Construction Documents as being within the scope of the Project as necessary to produce the stated result even though no mention is made in the Contract Documents.

11.1.2 Contract Time / Construction Schedule. It is hereby understood and agreed that assuming the District issues a Notice to Proceed on or before February 1, 2011, the Project shall be completed on or before _____. The time period between the Notice to Proceed and Completion shall be the total Contract time ("Contract Time"). The Project shall be performed pursuant to the construction schedule, attached hereto as **Exhibit F** ("Construction Schedule"). The Construction Schedule must be approved by the District prior to execution of this Facilities Lease.

11.1.3 Schedule of Values. The Developer has provided a schedule of values which is attached hereto as **Exhibit G** ("Schedule of Values"). The Schedule of must be approved by the District prior to execution of this Facilities Lease.

11.1.4 Liquidated Damages: Time is of the essence for all work Developer must perform to complete the Work and to construct the Project. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Developer's delay; therefore, Developer agrees that it shall pay to the District the sum of one thousand five hundred dollars (\$1,500) per day as liquidated damages for each and every day's delay beyond the Contract Time.

11.1.4.1 It is hereby understood and agreed that this amount is not a penalty.

11.1.4.2 In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Developer under this Facilities Lease. The District's right to assess liquidated damages is as indicated herein and in the **Exhibit D**.

11.1.4.3 The time during which the Work is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Facilities Lease

11.1.5 **Guaranteed Project Cost.** Developer will cause the Work to be constructed within the Guaranteed Project Cost as set forth and defined in the Guaranteed Project Cost Provisions indicated in **Exhibit C** and Developer will not seek additional compensation from District in excess of that amount.

11.1.6 **Modifications.** If the DSA requires changes to the Contract Documents submitted by District to Developer, and those changes change the construction costs and/or construction time for the Project, then those changed costs will be handled as a Modification pursuant to the provisions of **Exhibit D**.

12. **Maintenance.** Following delivery of possession of the Project by Developer to District, the repair, improvement, replacement and maintenance of the Project and the Project Site shall be at the sole cost and expense and the sole responsibility of the District, subject only to all warranties against defects in materials and workmanship of Developer as provided in **Exhibit D**. The District shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Project resulting from ordinary wear and tear. The District waives the benefits of subsections 1 and 2 of Section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Facilities Lease.

13. **Utilities.** Following delivery of possession of the Project by Developer to District, the cost and expenses for all utility services, including, but not limited to, electricity, natural gas, telephone, water, sewer, trash removal, cable television, janitorial service, security, heating, water, internet service and all other utilities of any type shall be paid by District.

14. **Taxes and Other Impositions.** All ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the Project Site and the improvements thereon, charged to or imposed upon either Developer or the District or their respective interests or estates in the Project, shall at all times be paid by District. In the event any possessory interest tax is levied on Developer, its successors and assigns, by virtue of this Facilities Lease or the Site Lease, District shall pay such possessory interest tax directly, if possible, or shall reimburse Developer, its successors and assigns for the full amount thereof within thirty (30) days after presentation of proof of payment by Developer.

15. **Insurance**

15.1 **Developer's Insurance.** The Developer shall comply with the insurance requirements as indicated in **Exhibit D**.

15.1.1 **Commercial General Liability and Automobile Liability Insurance.** Developer shall procure and maintain, during the life of the Project, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Developer, District, and the State, from all claims for bodily injury, property damage,

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personal injury, death, advertising injury, and medical payments arising from operations under the Project. Developer shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and Any auto including owned and non-owned, are included within the above policies and at the required limits, or Developer shall procure and maintain these coverages separately.

15.1.2 Umbrella Liability Insurance

15.1.2.1 Developer may procure and maintain, during the life of the Project, an Umbrella Liability Insurance Policy to meet the policy limit requirements of the required policies if Developer's underlying policy limits are less than required.

15.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Developer, District, and the State, in amounts and including the provisions and requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

15.1.3 **Subcontractor:** Developer shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance with minimum limits as appropriate and required by the Developer.

15.1.4 Workers' Compensation and Employers' Liability Insurance

15.1.4.1 In accordance with provisions of section 3700 of the California Labor Code, the Developer and every Subcontractor shall be required to secure the payment of compensation to its employees.

15.1.4.2 Developer shall procure and maintain, during the life of the Project, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under the Project, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Developer shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Developer's insurance. If any class of employee or employees engaged in Work under the Project, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Developer shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

15.1.5 **Developer's Risk Insurance: Developer's Risk "All Risk" Insurance.** Developer shall procure and maintain, during the life of the Project, Developer's Builders Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief

(both without any limitation regarding vacancy or occupancy), civil authority, earthquake, flood, collapse, wind, fire, lightning, and smoke. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

15.1.6 Waivers of Subrogation. The District and Developer waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) District's separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 15.1.5 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by either party. The District or Developer, as appropriate, shall require of the District's separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**15.1.7 Proof of Carriage of Insurance and Other Requirements:
Endorsements and Certificates**

15.1.7.1 Developer shall not commence Work nor shall it allow any Subcontractor to commence Work under the Project, until Developer and its Subcontractor(s) have procured all required insurance and Developer has delivered in duplicate to the District all insurance certificates indicating the required coverages have been obtained, and the District has approved these documents. If the District requests copies of Developer's insurance policies and/or endorsements from Developer, Developer shall provide them within fourteen (14) days.

15.1.7.2 Endorsements, certificates, and insurance policies shall include the following:

15.1.7.2.1 A clause stating:

"This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to the District and District Representative stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

15.1.7.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom

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cancellation and reduction notice will be sent, and length of notice period.

15.1.7.3 All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, and the State of California, are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

15.1.7.4 Developer's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, District Representative(s), Project Manager(s), Inspector(s), and/or Architect(s).

15.1.7.5 All endorsements shall waive any right to subrogation against any of the named additional insureds.

15.1.7.6 All policies shall be written on an occurrence form.

15.1.7.7 All of Developer's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: XI.**

15.1.8 **Insurance Policy Limits.** The limits of insurance shall not be less than the following amounts:

Commercial General Liability	Combined Limit	Single	\$4,000,000
	Product Liability and Completed Operations		\$4,000,000
Automobile Liability – Any Auto	Combined	Single Limit	\$4,000,000
Workers Compensation			Statutory limits pursuant to State law
Employers' Liability			\$4,000,000
Developers Risk (Course of Construction)			Issued for the value and scope of Work indicated herein.
Umbrella Policy			\$4,000,000

15.2 District's Insurance.

15.2.1 **Rental Interruption Insurance.** District shall at all times from and after District's acceptance of the Project, carry and maintain in force for the benefit of District and Developer, as their interests may appear, rental interruption insurance to cover loss, total or partial, of the use of the Project due to damage or destruction, in an amount at least equal to the maximum estimated Lease Payments payable under this Facilities Lease

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during the current or any future twenty-four (24) month period. This insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and such insurance may be maintained in whole or in part in the form of participation by the District in a joint powers agency or other program providing pooled insurance. This insurance may not be maintained in the form of self-insurance. The proceeds of this insurance shall be paid to the Developer.

15.2.2 Property Insurance. District shall at all times from and after District's acceptance of the Project, carry and maintain in force a policy of property insurance for 100% of the insurable replacement value with no coinsurance penalty, on the Project Site and the Project, together with all improvements thereon, under a standard "all risk" contract insuring against loss or damage. Developer shall be named as additional insureds or co-insureds thereon by way of endorsement. District shall not be relieved from the obligation of supplying any additional funds for replacement of the Project and the improvements thereon in the event of destruction or damage where insurance does not cover replacement costs. District shall have the right to procure the required insurance through a joint powers agency or to self-insure against such losses or portion thereof as is deemed prudent by District.

15.2.3 Commercial General Liability Insurance. District shall at all times from and after District's acceptance of the Project, carry and maintain in force a policy of commercial general liability insurance policy of \$1,000,000. Developer shall be named as additional insureds or co-insureds thereon by way of endorsement. District shall have the right to procure the required insurance through a joint powers agency or to self-insure against such losses or portion thereof as is deemed prudent by District.

16. Indemnification.

16.1 Developers Indemnity Obligation.

16.1.1 The Developer shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, and their respective board members, officers, representatives, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Developer or its Subcontractors to the full extent allowed by the laws of the State of California, and not to any extent that would render these provisions void or unenforceable, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself not covered by Developer's and/or District's insurance policy(s) and including the loss of use resulting therefrom), except to the extent caused by the negligence or willful misconduct of the Indemnitees. This agreement and obligation of the Developer shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Developer to comply with any provision of law or the Contract Documents, including, without limitation, any stop notice actions, or liens by the California Department of Labor Standards Enforcement.

16.1.2 The Developer shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Developer's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Developer's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, the Developer shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

16.1.3 In any and all claims against any of the Indemnitees by any employee of the Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Developer's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

16.2 District's Indemnity Obligation. District shall indemnify, defend and hold harmless Developer and Developer's officers, directors, shareholders, partners, members, agents and employees from and against any claims, damages, costs, expenses, judgments or liabilities connected with this Facilities Lease, including, without limitation claims, damages, expenses, or liabilities for loss or damage to any property or for death or injury to any person or persons, only to the extent that those claims, damages, expenses, judgments or liabilities arise from the negligence or willful acts or omissions of District, its officers, agents or employees at the Project.

16.3 In the event hazardous materials are discovered to be existing at the project beyond those indicated in the Work, the District shall indemnify and hold harmless the Developer from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

17. Eminent Domain.

17.1 Total Taking After Project Delivery. If, following delivery of possession of the Project by Developer to District, all of the Project and the Project Site is taken permanently under the power of eminent domain, the Term shall cease as of the day possession shall be so taken.

17.1.1 The financial interest of Developer shall be limited to the amount of principal payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** that are then due or past due together with all remaining and succeeding principal

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payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** for the remainder of the original Term.

17.1.2 The balance of the award, if any, shall be paid to the District.

17.2 **Total Taking Prior to Project Delivery.** If all of the Project and the Project Site is taken permanently under the power of eminent domain and the Developer is still performing the work of the Project and has not yet delivered possession of the Project to District, the Term shall cease as of the day possession shall be so taken. The financial interest of Developer shall be the amount Developer has expended to date for work performed on the Project, subject to documentation reasonably satisfactory to the District.

17.3 **Partial Taking.** If, following delivery of possession of the Project by Developer to District, less than all of the Project and the Project Site is taken permanently, or if all of the Project and the Project Site or any part thereof is taken temporarily, under the power of eminent domain:

17.3.1 This Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of that partial taking and the Parties waive the benefit of any law to the contrary, and

17.3.2 There shall be a partial abatement of any principal payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** as a result of the application of the net proceeds of any eminent domain award to the prepayment of those payments hereunder. The Parties agree to negotiate, in good faith, for an equitable split of the net proceeds of any eminent domain award and a corresponding reduction in the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C**, and

18. **Damage and Destruction.** If, following delivery of possession of the Project by Developer to District, the Project is totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, Acts of God, or other casualty beyond the control of either party hereto, the Term shall end and District shall still no longer be required to make any payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** that are then due or past due or any remaining and succeeding principal payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** for the remainder of the original Term. The Developer shall still be due any funds, payments, or disbursements from the District's rental interruption insurance to pay for the amounts that would otherwise have been due and owing from the District under **Exhibit C**.

19. **Abatement.**

19.1 If, after the Parties have executed the Memorandum of Commencement Date attached hereto as **Exhibit E**, the Project becomes destroyed or damaged beyond repair, the District may determine its use of the Project abated. Thereafter, the District shall have no obligation to make, nor shall the Developer have the right to demand, the Lease Payments as indicated in the Guaranteed Project Cost Provisions indicated in **Exhibit C** to this Facilities Lease. The Term shall cease at that time.

19.2 The Parties hereby agree that the net proceeds of the District's rental interruption insurance that the District must maintain during the Term, as required herein, shall constitute a special fund for the payment of the Lease Payments indicated in the Guaranteed Project Cost Provisions indicated in **Exhibit C**.

19.3 The District shall as soon as practicable after such event, apply the net proceeds of its insurance policy intended to cover that loss ("Net Proceeds"), either to:

19.3.1 Repair the Project to full use;

19.3.2 Replace the Project, at the District's sole cost and expense, with property of equal or greater value to the Project immediately prior to the time of the destruction or damage, with that replacement, once completed, shall be substituted in this Facilities Lease by appropriate endorsement; or

19.3.3 Exercise the District's purchase option as indicated in the Guaranteed Project Cost Provisions indicated in **Exhibit C** to this Facilities Lease.

19.4 The District shall notify the Developer of which course of action it desires to take within thirty (30) days after the occurrence of the destruction or damage. The Net Proceeds of all insurance payable with respect to the Project shall be available to the District and shall be used to discharge the District's obligations under this Section.

20. Access

20.1 **By Developer.** Developer shall have the right at all reasonable times to enter upon the Project Site to construct the Project pursuant to this Facilities Lease. Following the acceptance of the Project by District, Developer may enter the Project at reasonable times with advance notice and arrangement with District for purposes of making any repairs required to be made by Developer.

20.2 **By District.** The District shall have the right to enter upon the Project Site at all times. District shall comply with all safety precautions and procedures required by Developer.

21. Assignment, Subleasing

21.1 **Assignment and Subleasing by the District.** Any assignment or sublease by District shall be subject to all of the following conditions:

21.1.1 This Facilities Lease and the obligation of the District to make the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** shall remain obligations of the District; and

21.1.2 The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Developer a true and complete copy of any assignment or sublease; and

21.2 Assignment by Developer. Developer may assign its right, title and interest in this Facilities Lease, in whole or in part to one or more assignees, only after the written consent of District, which District will not unreasonably withhold. No assignment shall be effective against the District unless and until the District has consented in writing. Notwithstanding anything to contrary contained in this Facilities Lease, no consent from the District shall be required in connection with any assignment by Developer to a lender for purposes of financing the Project as long as there are not additional costs to the District.

22. Events Of Default of District

22.1 Events of Default by District Defined. The following shall be "Events of Default" of the District under this Facilities Lease. The terms "Event of Default" and "Default" shall mean, whenever they are used as to the District in the Site Lease or this Facilities Lease, shall only be one or more of the following events:

22.1.1 Failure by the District to pay payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C**, and the continuation of such failure for a period of forty-five (45) days.

22.1.2 Failure by the District to perform any material covenant, condition or agreement in this Facilities Lease and that failure continues for a period of forty-five (45) days after Developer provides District with written notice specifying that failure and requesting that the failure be remedied; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Developer shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected.

22.2 Remedies on District's Default. If there has been an Event of Default on the District's part, the Developer may exercise any and all remedies available pursuant to law or granted pursuant to this Facilities Lease; provided, however, there shall be no right under any circumstances to accelerate any of the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** or otherwise declare those payments not then past due to be immediately due and payable.

22.2.1 Developer may rescind its leaseback of the Project Site to the District under this Facilities Lease and re-rent the Project Site to another lessee for the remaining Term for no less than the fair market value for leasing the Project Site, which shall be:

22.2.1.1 An amount determined by a mutually-agreed upon appraiser, or

22.2.1.2 If an appraiser cannot be agreed to, an amount equal to the mean between a District appraisal and a Developer appraisal for the Project Site, both prepared by an MAI-certified appraiser.

22.2.2 District's obligation to make the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** shall be:

22.2.2.1 Increased by the amount of costs, expenses, and damages incurred by the Developer in re-renting the Project Site, and

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22.2.2.2 Decreased by the amount of rent Developer receives in reletting the Project Site.

22.2.3 The District agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of Developer to re-rent the Project Site in the Event of Default without effecting a surrender of this Facilities Lease, and further agrees that no acts of Developer in performing a re-renting as permitted herein shall constitute a surrender or termination of this Facilities Lease, but that, on the contrary, in the event of an Event of Default by the District the right to re-rent the Project Site shall vest in Developer as indicated herein.

22.3 **District's Continuing Obligation.** Unless there has been damage, destruction, a Taking, or the Developer is in Default as indicated herein, the District shall continue to remain liable for the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** and those amounts shall be payable to Developer at the time and in the manner as therein provided.

22.4 **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Developer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Developer to exercise any remedy reserved to it in this Article 9, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

23. **Events Of Default of Developer**

23.1 **Events of Default by Developer Defined.** The following shall be "Events of Default" of the Developer under this Facilities Lease. The terms "Event of Default" and "Default" shall mean, whenever they are used as to the Developer in the Site Lease or this Facilities Lease, shall only be one or more of the following events:

23.1.1 Developer unreasonably refuses or fails to prosecute the work on the Project with such reasonable diligence as will accomplish its completion within the time specified or any extension thereof, or unreasonably fails to complete said work within that time;

23.1.2 Prior to completion of Project, Developer is adjudged a bankrupt, or files for bankruptcy, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency;

23.1.3 Developer persistently disregards applicable law as indicated in **Exhibit D**, or otherwise be in violation of **Exhibit D**.

23.1.4 Failure by the Developer to perform any material covenant, condition or agreement in this Facilities Lease and that failure continues for a period of forty-five (45) days after District provides Developer with written notice specifying that failure and

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requesting that the failure be remedied; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, District shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Developer within the applicable period and diligently pursued until the default is corrected.

23.2 Remedies on Developer's Default. If there has been an Event of Default on the Developer's part, the District may, without prejudice to any other right or remedy, terminate the Site Lease and Facilities Lease.

23.2.1 If District terminates the Site Lease and the Facilities Lease pursuant to this section, the Project Site and any improvements built upon the Project Site shall vest in District upon termination of the Site Lease and Facilities Lease, and District shall thereafter be required to pay only the principal amounts then due and owing pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C**, less any damages incurred by District due to Developer's Default.

23.2.2 The District shall retain all rights it possesses as indicated in **Exhibit D** including, without limitation,

23.2.2.1 The right to assess liquidated damages due because of any project delay;

23.2.2.2 All rights the District holds to demand performance pursuant to the Developer's required performance bond;

24. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received as indicated below and to the parties indicated below:

24.1 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

24.2 If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service.

24.3 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

24.4 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for:

If to District:

If to Developer:

With a copy to:

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The Developer and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

25. **Binding Effect.** This Facilities Lease shall inure to the benefit of and shall be binding upon Developer and the District and their respective successors, transferees and assigns.

26. **No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

27. **Severability.** In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Facilities Lease or the Site Lease.

28. **Amendments, Changes and Modifications.** Except as to the termination rights of both Parties as indicated herein, this Facilities Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

29. **Net-Net-Net Lease.** This Facilities Lease shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that all payments it makes pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** shall be an absolute net return to Developer, free and clear of any expenses, charges or set-offs.

30. **Execution in Counterparts.** This Facilities Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

31. **Developer and District Representatives.** Whenever under the provisions of this Facilities Lease the approval of Developer or the District is required, or Developer or the District is required to take some action at the request of the other, such approval or such request shall be given for Developer by Developer's Representative and for the District by the District's Representative, and any party hereto shall be authorized to rely upon any such approval or request.

32. **Applicable Law.** This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California, and venued in Marin County, the County within which the School Site is located.

33. **Attorney's Fees.** If either party brings an action or proceeding involving the Property or to enforce the terms of this Facilities Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

34. **Captions.** The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Facilities Lease.

35. **Prior Agreements.** This Facilities Lease and the corresponding Site Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Facilities Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

36. **Further Assurances.** Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Facilities Lease.

37. **Recitals Incorporated.** The Recitals set forth at the beginning of this Facilities Lease are hereby incorporated into its terms and provisions by this reference.

38. **Time of the Essence.** Time is of the essence with respect to each of the terms, covenants, and conditions of this Facilities Lease.

39. **Force Majeure.** A party shall be excused for damage to the property and from the performance of any obligation imposed in this Facilities Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts, and such non performance or damage to the property will not be a default hereunder or a grounds for termination of this Facilities Lease.

40. **Interpretation.** None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Facilities Lease for purposes of construing the provisions thereof. The language in all parts of this Facilities Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

SAUSALITO MARIN CITY SCHOOL DISTRICT

Thomas Newmeyer, President, Board of Trustees

Date

ALTEN CONSTRUCTION COMPANY, INC.

By:

Date

Its: _____

Facilities Lease: Construction & Modernization Willow Creek Academy

On _____, 20 __, before me, the undersigned notary public, personally appeared _____

to be the person(s) whose whole name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20 __, before me, the undersigned notary public, personally appeared _____,

[] personally known to me; OR
[] proved to me on the basis of satisfactory evidence;

to be the person(s) whose whole name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

EXHIBIT "A"

DESCRIPTION OF SCHOOL SITE

Attached is the Description for:

Willow Creek Academy, 630 Nevada Street, Sausalito, CA 94965

EXHIBIT "B"

DESCRIPTION OF PROJECT SITE

Attached is the Description for portion of the School Site upon which Developer will construct the Project.

EXHIBIT C

**GUARANTEED PROJECT COST AND
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

Attached are the terms and provisions related to Site Lease payments, the Facilities Lease, The Guaranteed Project Cost, and other related cost, funding, and payment provisions.

EXHIBIT D

GENERAL CONSTRUCTION PROVISIONS

Attached is a copy of the General Construction Provisions of the Facilities Lease

EXHIBIT E

MEMORANDUM OF COMMENCEMENT DATE

This MEMORANDUM OF COMMENCEMENT DATE is dated _____, and is made by and between Alten Construction Company ("Developer"), as Lessor, and the Sausalito Marin City School District ("District"), as Lessee.

1. Developer and District have previously entered into a Facilities Lease dated as of _____, 2011, (the "Lease") for the leasing by Developer to District of the Project Site and Project in the City of Sausalito, California, referenced in the Lease.

2. District hereby confirms the following:

A. That all construction of the Project required to be performed pursuant to the Facilities Lease has been completed by Developer in all respects;

B. That District has accepted and entered into possession of the Project and now occupies same; and

C. That the term of the Facilities Lease commenced on _____ 201, and will expire at 11:59 P.M. on _____, 20_____.

THIS MEMORANDUM OF COMMENCEMENT DATE IS ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20____

Sausalito Marin City School District

By: _____

Print Name:

Print Title:

Dated: _____, 20____

Alten Construction Company

By: _____

Print Name:

Print Title:

EXHIBIT F

CONSTRUCTION SCHEDULE

Attached is a detailed Project Construction Schedule with duration no longer than the Contract Time, and with specific milestones that Developer shall meet.

EXHIBIT G

SCHEDULE OF VALUES

Attached is a detailed Schedule of Values that complies with the requirements of the Construction Provisions (Exhibit "D") and that has been approved by the District.

**"EXHIBIT "D"
TO
FACILITIES LEASE
CONSTRUCTION PROVISIONS
FOR THE FOLLOWING PROJECT:
CONSTRUCTION & MODERNIZATION OF WILLOW CREEK ACADEMY**

By and between

Sausalito Marin City School District

630 Nevada Street

Sausalito, CA 94965

And

Alten Construction, Inc.

720 12th Street

Richmond CA 94908

Attn: Robert Alten

Dated as of _____, 2011

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1. **CONTRACT TERMS AND DEFINITIONS**

1.1 **Definitions**

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1 **Adverse Weather:** Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) at the Project.

1.1.2 **Approval, Approved, and/or Accepted:** Refer to written authorization, unless stated otherwise.

1.1.3 **Architect:** The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the District's Architect on this Project or the Architect's authorized representative.

1.1.4 **As-Built Drawings:** Unless otherwise defined in the special conditions, reproducible blue line prints of drawings to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal.

1.1.5 **Change Order:** A written order to the Developer authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time.

1.1.6 **Claim:** A Dispute that remains unresolved at the conclusion of the all the applicable Dispute Resolution requirements provided herein.

1.1.7 **District Representative:** The Director of Construction or its authorized representative, named as such by the District.

1.1.8 **Construction Schedule:** The progress schedule of construction of the Project as provided by Developer and reviewed by District.

1.1.9 **Contract Documents:** The Contract Documents consist exclusively of the documents evidencing the agreement of the District and Developer. The Contract Documents consist of the following documents:

- Site Lease
- Facilities Lease, and all Exhibits thereto
- Performance Bond
- Payment Bond (Developer's Labor & Material Bond)
- Hazardous Materials Procedures and Requirements

Workers' Compensation Certification
Prevailing Wage Certification
Disabled Veterans Business Enterprise Participation Certification
Drug-Free Workplace Certification
Criminal Background Investigation/Fingerprinting Certification
Hazardous Materials Certification
Lead-Based Paint Certification
Imported Materials Certification
Tobacco-Free Environment Certification
Roofing Project Certification (if applicable)
All Plans, Technical Specifications, and Drawings
Any and all addenda to any of the above documents
Any and all change orders or written modifications to the above documents if approved in writing by the District

1.1.10 **Contract Time:** The time period stated in the Facilities Lease for the completion of the Work.

1.1.11 **Daily Job Report(s):** Daily Project reports prepared by the Developer's employee(s) who are present on Site, which shall include the information required herein.

1.1.12 **Day(s):** Unless otherwise designated, day(s) means calendar day(s).

1.1.13 **Developer:** The person or persons identified in the Facilities Lease as contracting to perform the Work to be done under the Contract Documents, or the legal representative of such a person or persons.

1.1.14 **Dispute:** A separate demand by Developer for a time extension; payment of money or damages arising from Work done by or on behalf of the Developer pursuant to the Contract and payment of which is not otherwise expressly provided for or Developer is not otherwise entitled to; or an amount of payment disputed by the District.

1.1.15 **District:** The public agency or the school district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract Documents. The District may, at any time:

1.1.16 Direct the Developer to communicate with or provide notice to the District Representative or the Architect on matters for which the Contract Documents indicate the Developer will communicate with or provide notice to the District; and/or

1.1.17 Direct the District Representative or the Architect to communicate with or direct the Developer on matters for which the Contract Documents indicate the District will communicate with or direct the Developer.

1.1.18 **Drawings:** (or "Plans") The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of

the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.19 **DSA:** Division of the State Architect.

1.1.20 **Guaranteed Maximum Price:** The total monies payable to the Developer under the terms and conditions of the Contract Documents.

1.1.21 **Labor Compliance Program:** (or "LCP") If this Project is funded at least in part with State bond funds for which a labor compliance program is required, and the District manages its own State-approved labor compliance program, then the LCP is the program and related documents and practices necessary for the program by which the District and/or its designee will ensure that the Developer and all Subcontractors pay prevailing wages to all workers on the Project.

1.1.22 **Material Safety Data Sheets:** (or "MSDS") A form with data regarding the properties for potentially harmful substances handled in the workplace.

1.1.23 **Municipal Separate Storm Sewer System:** (or "MS4") A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1.1.24 **Product(s):** New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.25 **Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Developer to illustrate a material, product, or system for some portion of the Work.

1.1.26 **Project:** The planned undertaking as provided for in the Contract Documents.

1.1.27 **Project Inspector (or "Inspector"):** The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.28 **Program Manager:** The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for the Project that is the subject of the Contract Documents, then all references to Project Manager herein shall be read to refer to District.

1.1.29 **Provide:** Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.30 **Safety Orders:** Written and/or verbal orders for construction issued by the California Division of Industrial Safety ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

1.1.31 **Safety Plan:** Developer's safety plan specifically adapted for the Project. Developer's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these Construction Provisions.

1.1.32 **Samples:** Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.33 **Shop Drawings:** All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Developer, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.34 **Site:** The Project site as shown on the Drawings.

1.1.35 **Specifications:** That portion of the Contract Documents, Division 1 through Division 17, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.36 **State:** The State of California.

1.1.37 **Storm Water Pollution Prevention Plan:** (or "SWPPP") A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

1.1.38 **Subcontractor:** A contractor and/or supplier who is under contract with the Developer or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.39 **Submittal Schedule:** The schedule of submittals as provided by Developer and reviewed by District.

1.1.40 **Surety:** The person, firm, or corporation that executes as surety the Developer's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.41 **Work:** All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2 Laws Concerning the Contract Documents

The Contract Documents are subject to all provisions of the Constitution and laws of California governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in the Contract Documents shall be deemed to be inserted.

1.3 No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract Documents, shall affect or modify any of the terms or obligations contained in any of the Contract Documents.

1.4 No Assignment

Except as specifically permitted in the Facilities Lease, Developer shall not assign the Contract Documents or any part thereof including, without limitation, any services or money to become due hereunder without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to be come due under the Contract Documents shall be subject to a prior lien for services rendered or material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with the Contract Documents. Developer shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

1.5 Notice and Service Thereof

1.5.1 Any notice from one party to the other or otherwise under the Contract Documents shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of that party. Any notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1.5.1.1 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2 If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service.

1.5.1.3 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.5.1.4 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.6 No Waiver

The failure of District in any one or more instances to insist upon strict performance of any of the terms of the Contract Documents or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, Architect, or District Representative shall constitute a waiver of any right or duty afforded the District under the Contract Documents, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.7 Substitutions For Specified Items

Developer shall not substitute any items identified in the Contract Documents without prior written approval of the District.

1.8 Materials and Work

1.8.1 Except as otherwise specifically stated in the Contract Documents, Developer shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete the Contract Documents within the Contract Time.

1.8.2 Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of high quality.

1.8.3 Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected as required.

1.8.4 For all materials and equipment specified or indicated in the Drawings and Specifications, the Developer shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

1.8.5 Developer shall, after award of the Project by District and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays

to the Work. Developer shall, upon demand from District, present documentary evidence showing that orders have been placed.

1.8.6 District reserves the right but has no obligation, for any neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Facilities Lease, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Developer or withheld from payment(s) to Developer.

1.8.7 Developer warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Developer further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract Documents shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Developer may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Developer shall advise District as to owner thereof.

1.8.8 Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Developer for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Developer in hands of District (e.g., Stop Notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.8.9 Title to new materials and/or equipment for the Work of the Contract Documents and attendant liability for its protection and safety shall remain with Developer until incorporated in the Work of the Contract Documents and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of the Contract Documents. Developer shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

2. **[RESERVED]**

3. **ARCHITECT**

3.1 The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may

be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract Documents.

3.2 Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3 Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4 Developer shall provide District and the District Representative with a copy of all written communication between Developer and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and change order requests.

4. **DISTRICT REPRESENTATIVE**

4.1 The District shall designate the District Representative as construction manager for this Project whose duty will be to provide administration of the Contract Documents on the District's behalf. After execution of the Contract Documents, all correspondence and/or instructions from Developer and/or District shall be forwarded through the District Representative. The District Representative will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Developer's responsibility.

4.2 The District Representative, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The District Representative shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the District Representative in good faith, shall not give rise to any duty or responsibility of the District Representative to the Developer, any Subcontractor, their agents, employees, or other persons performing any of the Work. The District Representative shall have free access to any or all parts of Work at any time.

4.3 It is agreed that the District Representative shall have final say where there is a difference in opinion between the Architect, District Representative and Project Inspector and the Developer may rely on any final decision made by the District Representative.

5. **INSPECTOR, INSPECTIONS, AND TESTS**

5.1 **Project Inspector**

5.1.1 One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of

Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

5.1.2 No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Developer shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve Developer from an obligation to fulfill the Contract Documents. Project Inspector(s) and the DSA are authorized to stop work whenever the Developer and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Developer shall instruct its Subcontractors and employees accordingly.

5.1.3 If Developer and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA, if the Project Inspector(s) agree to do so.

5.2 **Tests and Inspections**

5.2.1 Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

5.2.2 The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Developer. The Developer shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

5.2.3 The Developer shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents that must by terms of the Contract Documents be tested, in order that the District may arrange for the testing of same at the source of supply. This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.2.4 Any material shipped by the Developer from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.2.5 The District will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the Contract Documents shall be paid for by the District and reimbursed by the Developer or deducted from the Guaranteed Maximum Price.

5.3 Costs for After Hours and/or Off Site Inspections

If the Developer performs Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be borne by the Developer and may be invoiced to the Developer by the District or the District may deduct those expenses from the next Tenant Improvement Payment.

6. DEVELOPER

Developer shall construct the Work for the Guaranteed Maximum Price including any adjustment(s) to the Guaranteed Maximum Price pursuant to provisions herein regarding changes to the Guaranteed Maximum Price. Except as otherwise noted, Developer shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, and services necessary for the proper execution and completion of the Work, except as indicated herein.

6.1 Status of Developer

6.1.1 Developer is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Developer or any of Developer's Subcontractors, agents or employees. Developer assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Developer, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Developer's activities to determine compliance with the terms of the Contract Documents.

6.1.2 As required by law, Developer and all Subcontractors shall be properly licensed and regulated by the Contractors State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 98826, <http://www.cslb.ca.gov>.

6.2 Developer's Supervision

6.2.1 During progress of the Work, Developer shall keep on the Premises, and at all other locations where any Work related to the Contract Documents is being performed, a competent project manager and/or construction superintendent who are employees of the Developer, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

6.2.2 The project manager and construction superintendent shall both speak fluently the predominant language of the Developer's employees.

6.2.3 Before commencing the Work herein, Developer shall give written notice to District of the name of its project manager and construction superintendent. Neither the Developer's project manager nor construction

superintendent shall be changed except with prior written notice to District, unless the Developer's project manager and/or construction superintendent proves to be unsatisfactory to Developer, District, any of the District's employees, agents, the District Representative, or the Architect, in which case, Developer shall notify District in writing. The Developer's project manager and construction superintendent shall each represent Developer, and all directions given to Developer's project manager and/or construction superintendent shall be as binding as if given to Developer.

6.2.4 Developer shall give efficient supervision to Work, using its best skill and attention. Developer shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, District Representative, and Architect any error, inconsistency, or omission that Developer or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). This obligation is for the purpose of facilitating the construction of the Project and it is recognized that Developer's review is made in the Developer's capacity as a general contractor and not as a licensed design professional.

6.3 **Duty to Provide Fit Workers**

6.3.1 Developer and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Developer to ensure compliance with this requirement. District may require Developer to permanently remove unfit persons from Project Site.

6.3.2 Any person in the employ of Developer or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

6.3.3 The Developer shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.3.4 If Developer intends to make any change in the name or legal nature of the Developer's entity, Developer must first notify the District. The District shall determine if Developer's intended change is permissible while performing the Contract Documents.

6.4 **Purchase of Materials and Equipment**

The Developer is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost from District to assure that there will be no delays.

6.5 **Documents On Work**

6.5.1 Developer shall at all times keep on the Work Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, District Representative, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Developer shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Developer, title 24, part 1, California Code of Regulations, section 4-343.) Developer shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly titles 8 and 17. Developer shall coordinate with Architect and District Representative and shall submit its verified report(s) according to the requirements of title 24.

6.5.2 Daily Job Reports.

6.5.2.1 Developer shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Developer's employee(s) who are present on Site, and must include, at a minimum, the following information:

6.5.2.1.1 A brief description of all Work performed on that day.

6.5.2.1.2 A summary of all other pertinent events and/or occurrences on that day.

6.5.2.1.3 The weather conditions on that day.

6.5.2.1.4 A list of all Subcontractor(s) working on that day,

6.5.2.1.5 A list of each Developer employee working on that day and the total hours worked for each employee.

6.5.2.1.6 A complete list of all equipment on Site that day, whether in use or not.

6.5.2.1.7 A complete list of all materials, supplies, and equipment delivered on that day.

6.5.2.1.8 A complete list of all inspections and tests performed on that day.

6.5.2.2 Each day Developer shall provide a copy of the previous day's Daily Job Report to the District or the District's District Representative.

6.6 Preservation of Records

The District shall have the right to examine and audit all "Daily Job Reports" or other Project records of Developer's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; and as it pertains to change orders, all books, estimates, records, contracts, documents, cost data, subcontract job cost reports, and other

data of the Developer, any Subcontractor, and/or supplier, including computations and projections related to estimating, negotiating, pricing, or performing the Work or modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any documents held in escrow by the District. The Developer shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under the Contract Documents. Notwithstanding the provisions above, Developer shall provide any records requested by any governmental agency, if available, after the time set forth above. District agrees that it will not furnish any of the records defined hereunder to any third party other than as required by law.

6.7 Integration of Work

6.7.1 Developer shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.

6.7.2 All cost caused by defective or ill-timed Work shall be borne by Developer, inclusive of repair work.

6.7.3 Developer shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of District.

6.8 Obtaining of Permits and Licenses

Developer shall secure and pay for any permits, licenses, and certificates necessary for prosecution of Work before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. The Developer shall obtain and pay, only when legally required, for all licenses, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract Documents. All final permits, licenses, and certificates shall be delivered to District before demand is made for final payment. The costs associated with said permits, licenses and certificates shall be direct reimbursement items and are not subject to any markup.

6.9 Work to Comply With Applicable Laws and Regulations

6.9.1 Developer shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Developer observes that Drawings and Specifications are at variance therewith, or should Developer become aware

of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, Developer shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in the Contract Documents for changes in Work.

- 6.9.1.1 National Electrical Safety Code, U. S. Department of Commerce
- 6.9.1.2 National Board of Fire Underwriters' Regulations
- 6.9.1.3 Uniform Building Code, latest addition, and the California Code of Regulations, title 24, including the California Green Building Standards Code, effective 01/01/2011, and other amendments
- 6.9.1.4 Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- 6.9.1.5 Industrial Accident Commission's Safety Orders, State of California
- 6.9.1.6 Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes
- 6.9.1.7 Americans with Disabilities Act
- 6.9.1.8 Education Code of the State of California
- 6.9.1.9 Government Code of the State of California
- 6.9.1.10 Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies
- 6.9.1.11 Public Contract Code of the State of California
- 6.9.1.12 California Art Preservation Act
- 6.9.1.13 U. S. Copyright Act
- 6.9.1.14 U. S. Visual Artists Rights Act

6.9.2 Developer shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.). The District has complied with all requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000 et seq. ("CEQA")) in connection with the Project, and no further environmental review of the Project is necessary pursuant to CEQA before the construction of the Project may commence.

6.9.3 If Developer performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Developer shall bear all costs arising therefrom.

6.9.4 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Developer shall use its best efforts to satisfy the requirements of such bodies or agencies.

6.10 **Safety/Protection of Persons and Property**

6.10.1 The Developer will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.10.2 The wearing of hard hats will be mandatory at all times for all personnel on Site. Developer shall supply sufficient hard hats to properly equip all employees and visitors.

6.10.3 Any construction review of the Developer's performance is not intended to include review of the adequacy of the Developer's safety measures in, on, or near the Work Site.

6.10.4 Implementation and maintenance of safety programs shall be the sole responsibility of the Developer.

6.10.5 The Developer shall furnish to the District a copy of the Developer's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.10.6 Developer shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Contract Documents and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Developer's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

6.10.7 Developer shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Developer shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

6.10.8 Hazards Control – Developer shall store volatile wastes in approved containers and remove them from the Site as necessary by law. .

6.10.9 Developer shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Developer.

6.10.10 Developer shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of

violation by the Division of Occupational Safety and Health, Developer shall correct such violation promptly.

6.10.11 Developer shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

6.10.12 In an emergency affecting safety of life or of work or of adjoining property, Developer, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Developer on account of emergency work shall be determined by agreement. All salvage materials will become the property of the Developer and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by District.

6.10.13 All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

6.10.14 Developer shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.10.15 The Developer shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Developer shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Developer shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

6.10.16 Developer shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

6.10.17 Developer shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Developer shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.10.18 Developer, Developer's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves

in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire or behavior will be permitted. District may require Developer to permanently remove non-complying persons from Project Site.

6.10.19 Developer shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Developer shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

6.10.20 In the event that the Developer enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Developer shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to the commencement of any Work on or about the adjacent property. The Developer shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.11 General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities ("General Permit")

6.11.1 Developer acknowledges that all California school districts are now or will soon be obligated to develop and implement the following storm water requirements, without limitation:

6.11.1.1 A Municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

6.11.1.2 A Storm Water Pollution Prevention Plan (SWPPP) that contains specific best management practices (BMPs) and establishes numeric effluent limitations at:

6.11.1.2.1 Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.

6.11.1.2.2 Construction sites where:

6.11.1.2.2.1 One (1) or more acres of soil will be disturbed, or

6.11.1.2.2.1.1 The Project is part of a larger common plan of development that disturbs more than one (1) acre of soil.

6.11.2 Developer shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

6.12 **Working Evenings and Weekends**

Developer may be required to work evenings and/or weekends at no additional cost to the District. Developer shall give the District notice prior to performing any evening and/or weekend work. Developer shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Developer shall reimburse the District for any Inspector charges necessitated by the Developer's evening and/or weekend work.

6.13 **Cleaning Up**

6.13.1 The Developer shall provide all services, labor, materials, and equipment necessary for protecting the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Developer shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Developer must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Developer at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

6.13.2 Developer at all times shall keep Premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Developer shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises on a daily basis. If Developer fails to clean up, District may do so and the cost thereof shall be charged to Developer. If the Contract Documents call for Work on an existing facility, Developer shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for the continuing education process. Developer shall comply with all related provisions of the Specifications.

6.13.3 If the District Representative, Architect, or District observes the accumulation of trash and debris, the District will give the Developer a 24-hour written notice to mitigate the condition.

6.13.4 Should the Developer fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Guaranteed Maximum Price, or District may withhold those amounts from payment(s) to Developer.

7. **SUBCONTRACTORS**

7.1 Developer shall provide the District with information for all of Developer's Subcontracts and Subcontractors.

7.2 No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of the Contract Documents.

7.3 Developer agrees to bind every Subcontractor by terms of the Contract Documents as far as those terms are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Developer shall subcontract any part of the Work called for by the Contract Documents, Developer shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by Developer. The divisions or sections of the Specifications are not intended to control the Developer in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4 District's consent to, or approval of, or failure to object to, any Subcontractor under the Contract Documents shall not in any way relieve Developer of any obligations under the Contract Documents and no such consent shall be deemed to waive any provisions of the Contract Documents.

7.5 Developer is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein all including, without limitation, section 1775 and the Developer's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6 The Developer shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.7 Developer is solely responsible for settling any differences between the Developer and its Subcontractor(s) or between Subcontractors.

7.8 Developer must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these Construction Provisions.

8. **OTHER CONTRACTS/CONTRACTORS**

8.1 District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Developer shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Developer's Work with the work of other contractors.

8.2 Developer shall protect the work of any other contractor that Developer encounters while working on the Project.

8.3 If any part of Developer's Work depends for proper execution or results upon work of District or any other contractor, the Developer shall visually inspect, and with reasonable effort, physically inspect all accessible portions of District's or any other contractors work and promptly report to the District in writing before proceeding with its Work any defects in District's or any other contractor's work that render Developer's Work unsuitable for proper execution and results. Developer shall be held accountable for damages to District for District's or any other contractor's work that Developer failed to inspect or should have inspected. Developer's failure to inspect and report shall constitute Developer's acceptance of all District's or any other contractor's work as fit and proper for reception of Developer's Work, except as to defects that may develop in District's or any other contractor's work after execution of Developer's Work.

8.4 To ensure proper execution of its subsequent work, Developer shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between that executed work and the Contract Documents.

8.5 Developer shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Developer may perform under the Contract Documents in light of the other contracts, if any.

8.6 Nothing herein contained shall be interpreted as granting to Developer exclusive occupancy of the Site, the Premises, or of the Project. Developer shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Developer's obligations under the Contract Documents, Developer shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution and District shall not cause any unnecessary hindrance or delay to the Developer or any other contractor working on the Project.

9. **DRAWINGS AND SPECIFICATIONS**

9.1 A complete list of all Drawings that form a part of the Contract Documents are to be found as an index on the Drawings themselves, and/or may be provided to the Developer and/or in the Table of Contents.

9.2 Materials or Work described in words that so applied have a well known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3 **Trade Name or Trade Term.**

It is not the intention of the Contract Documents to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Developer that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

9.4 The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

9.5 Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Developer observes that Drawings and Specifications are in conflict, Developer shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

9.6 Should any question arise concerning the intent or meaning of the Contract Documents, including the Plans and Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, these Construction Provisions shall control over the Facilities Lease, which shall control over the Site Lease, which shall control over Division 1 Documents, which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In case of ambiguity, conflict, or lack of information, District will furnish clarifications with reasonable promptness.

9.7 Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract Documents within the limits specified.

9.8 **Ownership of Drawings**

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Developer in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Developer nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Developer, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. **DEVELOPER'S SUBMITTALS AND SCHEDULES**

10.1 **Construction Schedule**

10.1.1 The Developer shall comply with the construction schedule attached to the Facilities Lease as **Exhibit F** ("Construction Schedule"). **[To be attached when available.]**

10.1.1 Developer must provide all schedules both in hard copy and electronically, in a format (e.g. Primavera) approved in advance by the District.

10.1.2 The District will review the schedules submitted and the Developer shall consider changes and corrections in the schedules as requested by the District.

10.2 **Schedule of Values**

The Developer shall provide a schedule of values for all of the Work, which includes quantities and prices of items aggregating the Guaranteed Maximum Price and subdivided into component parts as per specifications. The Schedule of Values shall not be modified or amended by the Developer without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District. The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.3 **Safety Plan.** Developer's Safety Plan specifically adapted for the Project. Developer's Safety Plan shall comply with the following requirements:

10.3.1 All applicable requirements of California Division of Industrial Safety ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

10.3.2 All provisions regarding Project safety, including all applicable provisions in these Construction Provisions.

10.3.3 Developer's Safety Plan shall be in English and in the language(s) of the Developer's and its Subcontractors' employees.

10.4 **Complete Subcontractor List.** The name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

10.5 **Monthly Progress Schedule(s)**

10.5.1 Upon request by the District, Developer shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed. The monthly

Progress Schedule shall be sent within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.5.2 Developer shall also submit Monthly Progress Schedule(s) with all payment applications.

10.6 **Material Safety Data Sheets (MSDS)**

Developer is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the Federal "Hazard Communication" standard, or employees right to know law. The Developer is also required to ensure proper labeling on substance brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

11. **SITE ACCESS, CONDITIONS, AND REQUIREMENTS**

11.1 **Site Investigation**

Developer has made a careful investigation of the Site and is familiar with the requirements of the Contract Documents and has accepted the readily observable, existing conditions of the Site.

11.2 **Soils Investigation Report**

11.2.1 When a soils investigation report obtained from test holes at Site is available, that report shall be made available to the Developer.

11.3 **Layout and Field Engineering**

11.3.1 The Developer shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. District shall not be liable for any claim for allowances because of Developer's error or negligence in acquainting itself with the conditions at the Site.

11.3.2 Developer shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Developer shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

11.4 Regional Notification Center

The Developer, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Developer unless an inquiry identification number has been assigned to the Developer or any Subcontractor and the Developer has given the District the identification number. Any damages arising from Developer's failure to make appropriate notification shall be at the sole risk and expense of the Developer. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Developer and shall not be considered for an extension of the Contract Time.

11.5 Existing Utility Lines

11.5.1 Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under the Contract Documents with respect to any such utility facilities that are not identified in the Plans and Specifications. Developer shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

11.5.2 Locations of existing utilities provided by District shall not be considered exact, but approximate within reasonable margin and shall not relieve Developer of responsibilities to exercise reasonable care nor costs of repair due to Developer's failure to do so. District shall compensate Developer for the costs of locating, repairing damage not due to the failure of Developer to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.5.3 No provision herein shall be construed to preclude assessment against Developer for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines. Whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

11.5.4 If Developer, while performing Work under the Contract Documents, discovers utility facilities not identified by District in Plans and Specifications, Developer shall immediately notify the District and the utility in writing. In the event Developer fails to immediately provide notice and subsequently causes damage to the utility facilities, the cost of repair for damage to above-mentioned visible facilities shall be borne by the Developer.

11.6 Notification

Developer understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Developer to promptly notify the District in writing, pursuant to these provisions, shall constitute Developer's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.7 Hazardous Materials

Developer shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.8 No Signs

Neither the Developer nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

12. TRENCHES

12.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Guaranteed Maximum Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Developer shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

12.3 No Tort Liability of District

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

12.4 No Excavation Without Permits

The Developer shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any

permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5 **Discovery of Hazardous Waste and/or Unusual Conditions**

12.5.1 Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Developer shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

12.5.1.1 Material that the Developer believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.5.1.2 Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3 Unknown physical conditions at the Project Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

12.5.2 The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Developer's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3 In the event that a dispute arises between District and the Developer whether the conditions materially differ or cause a decrease or increase in the Developer's cost of, or time required for, performance of any part of the Work, the Developer shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Developer shall retain any and all rights provided either by the Contract Documents or by law that pertain to the resolution of disputes and protests.

13. **INSURANCE AND BONDS**

13.1 **Developer's Insurance.** The Developer shall comply with the insurance requirements as indicated in the Facilities Lease.

13.2 **Contract Security - Bonds**

13.2.1 Developer shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 **Performance Bond:** A bond in an amount at least equal to one hundred percent (100%) of Guaranteed Maximum Price as security for faithful performance of the Contract Documents.

13.2.1.2 **Payment Bond:** A bond in an amount at least equal to one hundred percent (100%) of the Guaranteed Maximum Price as security for payment of persons performing labor and/or furnishing materials in connection with this Agreement.

13.2.1.3 **Developer has submitted forms of bonds to Lessor acceptable in form to Lessor.**

13.2.2 Cost of bonds shall be included in the Guaranteed Maximum Price.

13.2.3 All bonds related to this Project shall be in the forms set forth in these Lease Documents and shall comply with all requirements of the Lease Documents, including, without limitation, the bond forms.

14. **WARRANTY/GUARANTEE/INDEMNITY**

14.1 **Warranty/Guarantee**

14.1.1 The Developer shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

In addition to guarantees required elsewhere, Developer shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **ONE (1)** year after the date of completion as defined in Public Contract Code section 7107, subdivision (c). If any work is not in compliance with the Drawings and Specifications, Developer shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of completion as defined above without expense whatsoever to District. In the event of failure of Developer and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Developer and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Developer and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.2 If any work is not in compliance with the Drawings and Specifications and if in the opinion of District said defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required above. If Developer or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Developer and Surety of the guarantees provided in this Article or elsewhere in this Agreement.

14.1.3 The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Developer shall furnish

to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

14.1.4 Nothing herein shall limit any other rights or remedies available to District.

14.2 **Indemnity** Developer shall indemnify the District as indicated in the Facilities Lease.

15. **TIME**

15.1 **Computation of Time / Adverse Weather**

15.1.1 The Developer will only be allowed a time extension for Adverse Weather conditions if requested by Developer and only if all of the following conditions are met:

15.1.1.1 The weather conditions constitute Adverse Weather, as defined herein;

15.1.1.2 Developer can verify that the Adverse Weather caused delays in excess of five hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

15.1.1.3 The Developer's crew is dismissed as a result of the Adverse Weather; and

15.1.1.4 The number of days of delay for the month exceed the following parameters:

January	[6]	July	[0]
February	[5]	August	[0]
March	[5]	September	[1]
April	[4]	October	[1]
May	[1]	November	[3]
June	[0]	December	[5]

15.1.2 A day-for-day extension will only be allowed for those days in excess of those indicated herein.

15.1.3 The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.2 **Hours of Work**

15.2.1 **Sufficient Forces**

Developer and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.2.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

15.3 **Progress and Completion**

15.3.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract Documents. By executing the Facilities Lease, the Developer confirms that the Contract Time is a reasonable period for performing the Work.

15.3.2 No Commencement Without Insurance

The Developer shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Developer commences Work without insurance and bonds, all Work is performed at Developer's peril and shall not be compensable until and unless Developer secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

15.4 **Schedule**

Developer shall provide to District, District Representative, and Architect a schedule in conformance with the Contract Documents and as required in these Construction Provisions.

15.5 **Expeditious Completion**

The Developer shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. **EXTENSIONS OF TIME – LIQUIDATED DAMAGES**

16.1 **Liquidated Damages**

Developer and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Developer shall pay to District as fixed and liquidated damages, and not as a penalty, the

amount set forth in the Facilities Lease for each calendar day of delay in completion. Developer and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2 Excusable Delay

16.2.1 Developer shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault of Developer or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions, as well as events covered by property or other insurance required in the Facilities Lease. Developer shall, within five (5) calendar days of beginning of any delay, notify District in writing of causes of delay including documentation and facts explaining the delay. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Developer has timely submitted the Construction Schedule as required herein.

16.2.2 Developer shall notify the District pursuant to the claims provisions in these Construction Provisions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3 In the event the Developer requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Developer fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. (A portion of any delay of seven (7) days or more must be provided.)

16.2.3.3 A recovery schedule must be submitted.

16.3 No Additional Compensation for Delays Within Developer's Control

16.3.1 Developer is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Developer-prepared drawings or approve a proposed installation. Accordingly, Developer has included in the Guaranteed Maximum Price, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Developer is not entitled to make a claim for damages for delays arising from the review of Developer's drawings.

16.3.2 Developer shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.2.1 The District is responsible for the delay;

16.3.2.2 The delay is unreasonable under the circumstances involved;

16.3.2.3 The delay was not within the contemplation of District and Developer; and

16.3.2.4 Developer complies with the claims procedure of the Contract Documents.

16.4 **Float or Slack in the Schedule**

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Developer.

17. **CHANGES IN THE WORK**

17.1 **No Changes Without Authorization**

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order. No extension of time for performance of the Work shall be allowed hereunder unless a request for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.2 Developer shall perform immediately all work that has been authorized by a fully executed Change Order. Developer shall be fully responsible for any and all delays and/or expenses caused by Developer's failure to expeditiously perform this Work.

17.1.3 Should any Change Order result in an increase in the Guaranteed Maximum Price, the cost of that Change Order shall be agreed to, in writing, in advance by Developer and District and be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Developer proceeds with any change in Work without a Change Order executed by the District, Developer waives any claim of additional compensation or time for that additional work.

17.1.4 Developer understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.2 **Architect Authority**

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Guaranteed Maximum Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order or by Architect's response(s) to RFI(s).

17.3 **Change Orders**

17.3.1 A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Board of Education), the Developer, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

17.3.1.1 A description of a change in the Work;

17.3.1.2 The amount of the adjustment in the Guaranteed Maximum Price, if any; and

17.3.1.3 The extent of the adjustment in the Contract Time, if any.

17.3.2 Changes in Guaranteed Maximum Price

A Change Order Request ("COR") shall include breakdowns pursuant to the revisions herein to validate any change in Guaranteed Maximum Price.

17.3.3 Unknown and/or Unforeseen Conditions

If Developer submits a COR requesting an increase in Guaranteed Maximum Price and/or Contract Time that is based at least partially on Developer's assertion that Developer has encountered unknown and/or unforeseen

condition(s) on the Project, then Developer shall base the COR on provable information that, and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the COR and the Developer shall complete the Project without any increase in Guaranteed Maximum Price and/or Contract Time based on that COR.

17.4 **Format for Change Order Request**

The following format shall be used as applicable by the District and the Developer to communicate proposed additions and deductions to the Contract Documents, supported by attached documentation.

	<u>SUBCONTRACTOR PERFORMED WORK</u>	ADD	DEDUCT
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Subcontractor's overhead and profit</u> , not to exceed ten percent (10%) of item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add Developer's overhead and profit</u> , not to exceed four and one-half percent (4.5%) of Item (f)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Bond and Insurance</u> , at Developer's Cost		
(j)	<u>TOTAL</u>		
(k)	<u>Time</u>		Days

	<u>DEVELOPER PERFORMED WORK</u>	ADD	DEDUCT
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Developer's overhead and profit</u> , not to exceed fourteen and one-half percent (14.5%) of item (d).		
(f)	<u>Subtotal</u>		
(g)	<u>Add Bond and Insurance</u> , at Developer's Cost		
(h)	<u>TOTAL</u>		

(i)	<u>Time</u>		<u>Days</u>

17.5 Change Order Certification

17.5.1 All Change Orders and CORs must include the following certification by the Developer:

"The undersigned Developer approves the foregoing as to the changes, if any, and the Guaranteed Maximum Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. and U.S. Criminal Code, 18 U.S.C. § 1001. It is understood that the changes herein to the Contract Documents shall only be effective when approved by the governing board of the District."

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

17.6 Determination of Change Order Cost

17.6.1 The amount of the increase or decrease in the Guaranteed Maximum Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

17.6.1.1 District acceptance of a COR;

17.6.1.2 By amounts contained in Developer's schedule of values, if applicable;

17.6.1.3 By agreement between District and Developer.

17.7 Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein.

17.8 Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Developer, and the Developer shall make provisions so that such discounts, rebates,

refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Developer's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

17.9 Construction Change Directives

17.9.1 A Construction Change Directive is a written order prepared and issued by the District, the District Representative, and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board (SAB), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction (OPSC). Any dispute as to the sum of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.9.2 The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.10 Force Account Directives

17.10.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Developer for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

17.10.2 The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

17.10.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

17.10.4 The Developer shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Developer to administer Force Account Directive.

17.10.5 The Developer shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Developer shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the

District. The Developer will not be compensated for force account work in the event that the Developer fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

17.10.6 The Developer shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the District no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Developer for their records. The District will not sign, nor will the Developer receive compensation for work the District cannot verify. The Developer will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work

17.10.7 In the event the Developer and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Developer's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

17.11 Accounting Records

With respect to portions of the Work performed by Change Orders, the Developer shall keep and maintain cost-accounting records satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Developer is required to maintain under the Contract Documents.

17.12 Notice Required

If the Developer desires to make a claim for an increase in the Guaranteed Maximum Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein. No claim shall be considered unless made in accordance with this subparagraph. Developer shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Guaranteed Maximum Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.13 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders issued to Subcontractors by the Developer to the extent as required by the Contract Documents.

17.14 Alteration to Change Order Language

Developer shall not alter Change Orders or reserve time in Change Orders. Developer shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.15 Failure of Developer to Execute Change Order

Developer shall be in default of the Contract Documents if Developer fails to execute a Change Order when the Developer agrees with the addition and/or deletion of the Work in that Change Order.

18. REQUESTS FOR INFORMATION

18.1 Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Developer shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Guaranteed Maximum Price, Contract Time, or the Contract Documents.

18.2 The Developer may be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Developer, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District may deduct from and/or invoice Developer for professional services arising herein.

19. PAYMENTS

19.1 Guaranteed Maximum Price

As compensation for Developer's construction of the Project, the District shall pay Developer pursuant to the terms of **Exhibit "C"** to the Facilities Lease.

19.2 Applications for Tenant Improvement Payments

19.2.1 Procedure for Applications for Tenant Improvement Payments

19.2.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Developer shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be on a form approved by the District and shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

19.2.1.1.1 The amount paid to the date of the Application for Payment to the Developer, to all its Subcontractors, and all others furnishing labor, material, or equipment under the Contract Documents;

19.2.1.1.2 The amount being requested under the Application for Payment by the Developer on its own behalf and separately

stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract Documents;

19.2.1.1.3 The balance that will be due to each of such entities after said payment is made;

19.2.1.1.4 A certification that the As-Built Drawings and annotated Specifications are current;

19.2.1.1.5 Itemized breakdown of work done for the purpose of requesting partial payment;

19.2.1.1.6 An updated and acceptable construction schedule in conformance with the provisions herein;

19.2.1.1.7 The additions to and subtractions from the Guaranteed Maximum Price and Contract Time;

19.2.1.1.8 Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

19.2.1.1.9 The percentage of completion of the Developer's Work by line item;

19.2.1.1.10 Schedule of Values updated from the preceding Application for Payment;

19.2.1.1.11 A duly completed and executed conditional waiver and release upon Tenant Improvement Payment compliant with Civil Code section 3262 from the Developer and each subcontractor of any tier and supplier to be paid from the current Tenant Improvement Payment;

19.2.1.1.12 A duly completed and executed unconditional waiver and release upon Tenant Improvement Payment compliant with Civil Code section 3262 from the Developer and each subcontractor of any tier and supplier that was paid from the previous Tenant Improvement Payment; and

19.2.1.1.13 A certification by the Developer of the following:

The Developer warrants title to all Work performed as of the date of this payment application. The Developer further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Developer, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed.

19.2.1.1.14 All remaining certified payroll record ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Developer and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Developer until:

19.2.1.1.14.1 Developer and/or its Subcontractor(s) provide CPRs acceptable to the District for all weeks any journeyman, apprentice, worker or other employee was employed in connection with the Work directly to the Labor Commissioner weekly or to the District if the Project is not subject to State labor compliance, and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations, and

19.2.1.1.14.2 The District is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Developer and/or its Subcontractor(s) providing CPRs to the District in a timely manner will directly delay the District's review and/or audit of the CPRs and Developer's payment.

19.2.2 Prerequisites for Tenant Improvement Payments

19.2.2.1 **First Payment Request:** The following items, if applicable, must be completed before the District will accept and/or process the Developer's first payment request:

19.2.2.1.1 Installation of field office;

19.2.2.1.2 Installation of temporary facilities and fencing;

19.2.2.1.3 Schedule of unit prices, if applicable;

19.2.2.1.4 Initial progress report.

19.2.2.1.5 List of Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.2.1.6 All bonds and insurance endorsements; and

19.2.2.1.7 Resumes of Developer's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.3 **No Waiver of Criteria.** Any payments made to Developer where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Developer may pay its

Subcontractors and suppliers. Developer agrees that failure to submit such items may constitute a breach of contract by Developer and may subject Developer to termination.

19.2.4 In an effort to assist emerging subcontractors to Developer with more frequent progress payment intervals, at the Developer's written request, and for good cause shown, the District shall provide for more frequent payment applications across the Board or for selected scopes of work, no more frequent than twice per month. Further, in agreeing to make such more rapid pay procedures, Developer and District may agree that the criteria and documentation detail beyond the actual certified payment request, can be submitted monthly rather than twice per month, as a streamlining and lean construction administration.

19.3 District's Approval of Application for Payment

19.3.1 Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

19.3.2 Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.3 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Developer as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.4 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

19.3.5 The District's review of the Developer's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.6 Observation of the Work for general conformance with the Contract Documents,

19.3.7 Results of subsequent tests and inspections,

19.3.8 Minor deviations from the Contract Documents correctable prior to completion, and

19.3.9 Specific qualifications expressed by the Architect.

19.3.10 District's approval of the certified Application for Payment shall be based on Developer complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.11 **Payments to Developer**

19.3.11.1 Within thirty (30) days after approval of the Application for Payment, Developer shall be paid a sum equal to ninety percent (90%) of the value of the Work performed (as verified by Architect and Inspector and certified by Developer) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Developer's best estimate. No inaccuracy or error in said estimate shall operate to release the Developer, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of the Contract Documents, and the District shall have the right subsequently to correct any error made in any estimate for payment.

19.3.11.2 The Developer may not be entitled to have payment requests processed, or may be entitled to have only partial payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

19.3.11.3 If the District fails to make any Tenant Improvement Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Developer, the District shall pay interest to the Developer equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

19.3.12 **No Waiver**

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of the Contract Documents. The District may correct or require correction of any error subsequent to any payment

19.3.13 **Warranty of Title**

19.3.13.1 If a lien or a claim based on a stop notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Developer, Developer and Developer's Surety shall promptly, on demand by District and at Developer's and Surety's own expense, take

any and all action necessary to cause any such lien or a claim based on a stop notice to be released or discharged immediately therefrom.

19.3.13.2 If the Developer fails to furnish to the District within ten (10) calendar days after demand by the District satisfactory evidence that a lien or a claim based on a stop notice has been released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expenses incurred or suffered by District from any sum payable to Developer under the Contract.

19.4 **Decisions to Withhold Payment**

19.4.1 Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

19.4.1.1 Failure to commence and diligently pursue remediation of Defective Work within **SEVENTY- TWO (72)** hours of written notice to Developer;

19.4.1.2 Stop Notices or other liens served upon the District as a result of the Contract Documents;

19.4.1.3 Liquidated damages assessed against the Developer;

19.4.1.4 The cost of completion of the Contract Documents if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Guaranteed Maximum Price or by the Contract Time;

19.4.1.5 Damage to the District or other contractor(s);

19.4.1.6 Unsatisfactory prosecution of the Work by the Developer;

19.4.1.7 Failure to store and properly secure materials;

19.4.1.8 Failure of the Developer to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports;

19.4.1.9 Failure of the Developer to maintain As-Built Drawings;

19.4.1.10 Erroneous estimates by the Developer of the value of the Work performed, or other false statements in an Application for Payment;

19.4.1.11 Unauthorized deviations from the Contract Documents;

19.4.1.12 Failure of the Developer to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates;

19.4.1.13 If the District has an LCP in force on this Project, the failure to provide certified payroll records as required by the LCP, by State labor compliance, by these Contract Documents or by written request for each journeyman, apprentice, worker, or other employee employed by the Developer and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate;

19.4.1.14 Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with the District's LCP, if one is in force on this Project, or labor compliance monitoring and enforcement;

19.4.1.15 Failure to comply with any applicable federal requirements regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements;

19.4.1.16 Failure to properly maintain or clean up the Site;

19.4.1.17 Payments due to the District or a third party to indemnify, defend, or hold harmless the District;

19.4.1.18 Failure to perform any implementation and/or monitoring required by the General Permit, including without limitation any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Contractor

19.4.1.19 Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits;;

19.4.1.20 Failure to pay any royalty, license or similar fees;

19.4.1.21 Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents; and

19.4.1.22 Developer is otherwise in breach, default, or in substantial violation of any provision of the Contract Documents.

19.4.2 Reallocation of Withheld Amounts

19.4.2.1 District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Developer. If any payment is so made by District, then that amount shall be considered a payment made under the Contract Documents by District to Developer and District shall not be liable to Developer for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Developer an accounting of funds disbursed on behalf of Developer.

19.4.2.2 If Developer defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **SEVENTY-TWO (72)** hours written notice to the Developer and opportunity to commence and pursue cure of default, to the Developer and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Guaranteed Maximum Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with the provisions of the Contract Documents, an equitable reduction in the Guaranteed Maximum Price (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.2.3 Payment After Cure

When Developer removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Developer to perform in accordance with the terms and conditions of the Contract Documents.

19.5 **Subcontractor Payments**

19.5.1 Payments to Subcontractors

No later than ten (10) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Developer shall pay to each Subcontractor, out of the amount paid to the Developer on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Developer shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Developer and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District.

20. **COMPLETION OF THE WORK**

20.1 **Completion**

20.1.1 District will accept completion of Project and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

20.1.2 The Work may only be accepted as complete by action of the governing board of the District.

20.1.3 District, at its sole option, may accept completion of Project and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Developer fails to complete all minor corrective items within thirty (30) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

20.1.4 At the end of the thirty-five (35) day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Guaranteed Maximum Price, and/or District's right to perform the Work of the Developer.

20.2 **Close-Out Procedures**

20.2.1 Punch List

The Developer shall notify the Architect when Developer considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Developer and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Developer to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out Requirements

20.2.3 Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.4 As-Built Drawings

20.2.4.1 Developer shall provide exact "as-built" of the Work upon completion of the Project as indicated in the Lease Documents ("As-Built Drawings").

20.2.4.2 Developer is liable and responsible for any and all inaccuracies in As-Built Drawings, even if inaccuracies become evident at a future date.

20.2.4.3 Upon completion of the Work and as a condition precedent to approval of final payment, Developer shall obtain the Inspector's approval of the corrected prints.

20.2.5 Maintenance Manuals: Developer shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.3 Final Inspection

20.3.1 Developer shall comply with Punch List procedures as provided herein, and maintain the presence of its District-approved project superintendent and project manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Developer demobilize its forces prior to completion of the Punch List. Upon receipt of Developer's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Developer and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Lease Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Developer's completion of all items on the Punch List and any other uncompleted portions of the Work, the Developer shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Developer, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3 Final Inspection Requirements

20.3.3.1 Before calling for final inspection, Developer shall determine that the following have been performed:

20.3.3.1.1 The Work has been completed.

20.3.3.1.2 All life safety items are completed and in working order.

20.3.3.1.3 Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Painting and special finishes complete.

20.3.3.1.6 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.7 Tops and bottoms of doors sealed.

20.3.3.1.8 Floors waxed and polished as specified.

20.3.3.1.9 Broken glass replaced and glass cleaned.

20.3.3.1.10 Grounds cleared of Developer's equipment, raked clean of debris, and trash removed from Site.

20.3.3.1.11 Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced.

20.3.3.1.12 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.13 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

Any unreasonable requests of the District to make a final inspection shall be considered an additional service of District, Architect, District Representative, and/or Project Inspector, and all subsequent costs will be invoiced to Developer and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 District's Rights to Occupancy

The District may occupy or use any completed or partially completed portion of the Work upon District's acceptance of that completed or partially completed portion of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Developer or the Developer's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The

District and the Developer shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the District, the Developer, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

21. **FINAL PAYMENT**

21.1 **Final Payment**

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Developer in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Developer as fully complete (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Developer shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment The following conditions must be fulfilled prior to Final Payment:

21.2.1 A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Developer, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights or a Stop Notice Release Bond.

21.2.2 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 3262 from the Developer and each subcontractor of any tier and supplier to be paid from the current Tenant Improvement Payment;

21.2.3 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 3262 from the

Developer and each subcontractor of any tier and supplier that was paid from the previous Tenant Improvement Payment; and

21.2.4 The Developer shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

21.2.5 Each Subcontractor shall have delivered to the Developer all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.6 Developer must have completed all requirements set forth under "Close Out Procedures," Including, without limitation, an approved set of complete As-Built Drawings.

21.2.7 Architect shall have issued its written approval that final payment can be made.

21.2.8 The Developer shall have delivered to the District all manuals and materials required by the Contract Documents.

21.2.9 The Developer shall have completed final clean up as provided herein.

21.2.10 After approval by the District of the Architect's Certificate of Payment,

21.2.11 After the satisfaction of the conditions set forth herein, and

21.2.12 After thirty-five (35) days after the recording of the Notice of Completion by District.

21.2.13 No interest shall be paid on any amounts withheld due to a failure of the Developer to perform, in accordance with the terms and conditions of the Contract Documents.

22. UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be replaced at the Developer's expense without change in the Guaranteed Maximum Price or Contract Time.

23. NONCONFORMING WORK AND CORRECTION OF WORK

23.1 Nonconforming Work

23.1.1 Developer shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Developer shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the

District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other contractors caused thereby.

23.1.2 If Developer does not commence to remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **SEVENTY-TWO (72)** hours after written notice and complete removal of work within a reasonable time, District may remove it and may store any material at Developer's expense. If Developer does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Developer.

23.2 **Correction of Work**

23.2.1 **Correction of Rejected Work**

Pursuant to the notice provisions herein, the Developer shall promptly correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Developer shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2 **One-Year Warranty Corrections**

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Developer shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract Documents and termination of the Contract Documents. The District shall give such notice promptly after discovery of the condition.

23.3 **District's Right to Perform Work**

23.3.1 If the Developer should neglect to prosecute the Work properly or fail to perform any provisions of the Contract Documents, the District, after providing **SEVENTY-TWO (72)** hours written notice and an opportunity to cure the failure, to the Developer, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Developer.

23.3.2 If it is found at any time, before or after completion of the Work, that Developer has varied from the Drawings and/or Specifications, including, but

not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Developer at no additional cost to the District;

23.3.2.2 That the District deduct from any amount due Developer the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Developer's nonconforming Work, in which case the District shall either issue a deductive Change Order or invoice the Developer for the cost of that work. Developer shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Developer.

24. **TERMINATION AND SUSPENSION**

The Parties' rights to terminate the Project are as indicated in the Facilities Lease. In the event of a termination of the Facilities Lease and notwithstanding any other provision in the Contract Documents, the Surety shall remain liable to all obligees under the Payment Bond and to the District under the Performance Bond for any claim related to the Project.

24.1 **Emergency Termination of Public Contracts Act of 1949**

24.1.1 In addition to the Parties' right to termination under the Facilities Lease, the Contract Documents is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.1.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.1.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the

other or any other person, under the facts and circumstances in the case.

24.1.2 Compensation to the Developer shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Guaranteed Maximum Price as the reasonable value of the work done or any portion thereof.

25. **CLAIMS AND DISPUTES**

25.1 **Performance During Dispute or Claim Process**

Developer shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.2 **Definition of Dispute**

The term "Dispute" means a separate demand by the Developer for:

25.2.1 A time extension;

25.2.2 Payment of money or damages arising from Work done by or on behalf of the Developer pursuant to the Contract and payment of which is not otherwise expressly provided for or Developer is not otherwise entitled to; or

25.2.3 An amount of payment disputed by the District.

25.3 **Dispute Presentation**

25.3.1 If Developer intends to apply for an increase in the Contract Price or Contract Time for any reason including, without limitation, the acts of District or its agents, Developer shall, within ten (10) days after the event giving rise to the Dispute, give notice of the Dispute in writing and submit to the District a written statement of the damage sustained or time requested. On or before twenty (20) days after Developer's written Notice of Dispute, Developer shall file with the District an itemized statement of the details and amounts of its Dispute for any increase in the Contract Price or Contract Time. Otherwise, Developer shall have waived and relinquished its dispute against the District and Developer's claims for compensation or an extension of time shall be forfeited and invalidated. Developer shall not be entitled to consideration for payment or time on account.

25.3.2 The Notice of Dispute shall identify:

25.3.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute;

25.3.2.2 The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments; and

25.3.2.3 The line-item costs for labor, material, and/or equipment, if applicable.

25.3.3 The Notice of Dispute shall include the following certification by the Developer:

25.3.3.1 The undersigned Developer certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Developer believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Developer.

25.3.3.2 Furthermore, Developer understands that the value of the attached dispute expressly includes any and all of the Developer's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.3.4 If a Dispute, or any portion thereof, remains unresolved upon satisfaction of all applicable Dispute Resolution requirements, the Developer shall comply with all claim resolution requirements as provided in Public Contract Code 20104.

25.3.5 Developer shall bind its Subcontractors to the provisions of this section and will hold the District harmless against disputes by Subcontractors.

25.4 **Dispute Resolution**

25.4.1 Developer shall file with the District the Notice of Dispute, including the documents necessary to substantiate it, on or before the day of submitting the application for final payment.

25.4.2 District shall respond in writing within forty-five (45) days of receipt of the Dispute or may request in writing within thirty (30) days of receipt of the Dispute any additional documentation supporting the Dispute or relating to defenses or claims District may have against the Developer.

25.4.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.4.2.2 District's written response to the documented Dispute shall be submitted to the Developer within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Developer to produce the additional information, whichever is greater.

25.4.3 If Developer disputes the District's written response, Developer may file a claim pursuant to the Claim Resolution requirements provided herein.

25.5 Definition of Claim

25.5.1 The term "Claim" means a dispute that remains unresolved at the conclusion of the Dispute Resolution requirements as provided herein.

25.6 Claim Presentations

25.6.1 Developer must timely submit the Notice of Claim and all documents necessary to substantiate any Claim. Otherwise, Developer shall have waived and relinquished its Claim against the District and Developer's Claims for compensation or an extension of time shall be forfeited and invalidated, and Contractor shall not be entitled to consideration for payment or time on account of the instant matter. No Claim shall be presented prior to Project completion. Any statute that might otherwise govern the presentation of an unresolved Dispute, including but not limited to Government Code section 900 i. and Public Contract Code section 20104 et seq. shall be tolled for all purposes during the course of construction on the Project.

25.6.1.1 All Claims shall include the following certification by the Developer:

25.6.1.1.1 The undersigned Developer certifies under penalty of perjury that the attached claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Developer believes the District is liable; and that I am duly authorized to certify the claim on behalf of the Developer.

25.6.1.1.2 Furthermore, Developer understands that the value of the attached claim expressly includes any and all of the Developer's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.6.2 The attention of the Developer is drawn to Government Code section 12650, et seq. regarding penalties for false claims.

25.6.3 If a Claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Dispute and Claim Resolution requirements, the Developer shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Developer's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a Dispute or Claim must be presented to the District shall be tolled from the time the Developer submits its written Dispute or Claim until the

time the Dispute or Claim is denied, including any time utilized by any applicable meet and confer process.

25.6.4 The Developer shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against claims by Subcontractors.

25.7 Claim Resolution

25.7.1 In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall, after the conclusion of the Dispute Resolution requirements, attempt to resolve the Claim by those procedures set forth herein.

25.7.2 Claims of \$375,000 or Less

25.7.2.1 For all Claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and District, the procedure set forth in Public Contract Code section 20104 et seq. shall apply:

25.7.2.1.1 Developer shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.7.2.1.2 For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the claim or relating to defenses or claims the District may have against the Developer.

25.7.2.1.3 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.7.2.1.4 District's written response to the documented Claim shall be submitted to the Developer within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Developer to produce the additional information, whichever is greater.

25.7.2.2 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Developer.

25.7.2.2.1 If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Developer.

25.7.2.2.2 The District's written response to the claim, as further documented, shall be submitted to the Developer within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Developer to produce the additional information or requested documentation, whichever is greater.

25.7.2.3 If Developer disputes the District's written response, or the District fails to respond within the time prescribed, Developer may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.7.2.4 Following the meet and confer conference, if the claim or any portion of it remains in dispute, the Developer may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Developer submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

25.7.2.5 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.7.2.6 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.7.2.7 The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.7.3 Claims Over \$375,000

25.7.3.1 For all Claims of over three hundred seventy-five thousand dollars (\$375,000) which arise between a Developer and the District, the following procedure shall apply:

25.7.3.1.1 The parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum. The Claim shall be identified in writing to the District within thirty (30) days from the date of Developer's application for final payment of all Contract balances not in dispute and shall be mediated within one hundred and twenty (120) days from the submission of the Claim to the District. For purposes of filing a Claim to mediation, the running of the time within which mediation must be filed shall be tolled from the time the Developer submits its written Claim until the time the Claim is denied. Mediator fees and administrative costs of the mediation shall be shared equally by the parties.

25.7.3.1.2 District may assert any counter-claims it has for damages against Developer, including, but not limited to, defective Work, delay damages, and liquidated damages.

25.7.4 Developer shall bind its Subcontractors to the provisions of this section and will hold the District harmless against disputes by Subcontractors.

25.8 **Dispute and Claim Resolution Non-Applicability**

25.8.1 The procedures for dispute and claim resolutions set forth in Article 25 shall not apply to the following:

25.8.1.1 Personal injury, wrongful death or property damage claims;

25.8.1.2 Latent defect or breach of warranty or guarantee to repair;

25.8.1.3 Stop notices;

25.8.1.4 District's rights set forth in the Article on Suspension and Termination;

25.8.1.5 Disputes arising out of the LCP or State labor compliance, if applicable; or

25.8.1.6 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Dispute and Claim Resolution requirements provided in this Article.

25.8.1.7 Developer's costs incurred in seeking relief under this Article are not recoverable from the District.

26. **STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS**

26.1 **[RESERVED]**

26.2 **Wage Rates, Travel, and Subsistence**

26.2.1 Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute the Contract Documents are on file at the District's principal office and copies will be made available to any interested party on request. Developer shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Developer shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Developer or any Subcontractor and such workers.

26.2.4 If prior to execution of the Facilities Lease, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract Documents is to be performed, such change shall not alter the wage rates in the Contract Documents subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Developer shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently fifty dollars (\$50)) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract Documents by Developer or by any Subcontractor

under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Developer.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by section 3093, and similar purposes.

26.2.8 Developer shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Developer shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Developer or by any Subcontractor on any subcontract under the Contract Documents upon the Work or upon any part of the Work contemplated by the Contract Documents shall be limited and restricted by Developer to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Developer in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Developer shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Developer in connection with the Work or any part of the Work contemplated by the Contract Documents. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Developer shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) for each worker employed in the execution of the Contract Documents by Developer or by any Subcontractor

for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4 **Payroll Records**

26.4.1 Developer shall prepare and provide to the District, and shall cause each Subcontractor performing any portion of the Work under this Contract to prepare and provide to the District, an accurate and complete certified payroll record ("CPR"), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Developer and/or each Subcontractor in connection with the Work.

26.4.2 The CPRs enumerated hereunder shall be certified and shall be provided to the District on a weekly basis. The CPRs from the Developer and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District shall not make any payment to Developer until:

26.4.2.1 The Developer and/or its Subcontractor(s) provide CPRs acceptable to the District; and

26.4.2.2 The District is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Developer and/or its Subcontractor(s) providing CPRs to the District in a timely manner will directly delay the CMU's review and/or audit of the CPRs and Developer's payment.

26.4.3 All CPRs shall be available for inspection at all reasonable hours at the principal office of Developer on the following basis:

26.4.3.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.3.2 CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

26.4.3.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, Division of Apprenticeship Standards, or the Division of Labor Standards

Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Developer, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Developer.

26.4.4 The form of certification for the CPRs shall be as follows:

I, _____ (Name-Print), the undersigned, am the _____ (Position in business) with the authority to act for and on behalf of _____ (Name of business and/or Developer), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 for any work performed by our employees on the Project.

Date: _____ Signature: _____
(Section 16401 of the California Code of Regulations)

26.4.5 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Developer awarded the Project under the Contract Documents or performing under the Contract Documents shall not be marked or obliterated.

26.4.6 Developer shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.7 In the event of noncompliance with the requirements of this section, Developer shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Developer must comply with this section. Should noncompliance still be evident after the ten (10) day period, Developer shall, as a penalty to District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each , until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from Tenant Improvement Payments then due.

26.5 [RESERVED]

26.6 Apprentices

26.6.1 Developer acknowledges and agrees that, if the Contract Documents involve a dollar amount greater than or a number of working days greater

than that specified in Labor Code section 1777.5, then the Contract Documents are governed by the provisions of Labor Code Section 1777.5 and 29 CFR part 5. It shall be the responsibility of Developer to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.6.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to the Contract Documents as indicated above, Developer and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under the Contract Documents shall apply to the applicable joint apprenticeship committee for a certificate approving the Developer or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to the Contract Documents as indicated above, Developer and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Developer or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2 Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.7.3 Developer and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.7.4 Developer shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

26.7 Non-Discrimination

26.7.1 Developer herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, sexual orientation, age, or physical handicap in the performance under the Contract Documents and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Developer and Subcontractor.

26.7.2 Special requirements for Federally Assisted Construction Contracts: During the performance of the requirement of the Contract Documents, Developer agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8 Labor First Aid

Developer shall maintain emergency first aid treatment for Developer's laborers and mechanics on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (8 Cal. Code of Regs., §1 et seq.).

27. [RESERVED]

28. MISCELLANEOUS

28.1 Assignment of Antitrust Actions

Although this project may not have been formally bid, the following provisions may apply:

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Developer or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, made and become effective at the time the awarding body tenders final payment to the Developer, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5 Under this Article, "public purchasing body" is District and "bidder" is Developer.

28.2 **Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Guaranteed Maximum Price.

28.3 **Taxes**

Guaranteed Maximum Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 **Shipments**

All shipments must be F.O.B. destination to Site or approved sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Guaranteed Maximum Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

END OF DOCUMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sausalito Marin City School District
630 Nevada Street
Sausalito, CA 94965

Attention: Debra Bradley, Superintendent

WITH A COPY TO:

This document is recorded for the benefit of
Sausalito Marin City School District, and
recording fee(s) are exempt under
Government Code section 6103.

SITE LEASE

For all or a portion of the following Site:

Willow Creek Academy, 630 Nevada Street, Sausalito, CA 94965

By and between

Sausalito Marin City School District
630 Nevada Street
Sausalito, CA 94965

And

Alten Construction, Inc.
720 12th Street
Richmond CA 94908

Dated as of _____, 2011

SITE LEASE

This site lease ("Site Lease"), dated as of _____, 2011 ("Effective Date"), is made and entered into by and between Alten Construction Company, Inc. ("Developer"), a California company duly organized and existing under the laws of the State of California, as sublessor, and Sausalito Marin City School District, a school district duly organized and validly existing under the laws of the State of California, as sublessee ("District") (together, the "Parties").

WHEREAS, the District currently owns a parcel of land located at Willow Creek Academy, 630 Nevada Street, Sausalito, CA 94965, as more particularly described in "**Exhibit A**" attached hereto and incorporated herein by this reference ("School Site"); and

WHEREAS, the District desires to provide for the construction of certain work to be performed on portions of the School Site. That work will include the construction of new classroom facilities for students attending schools within the Sausalito Marin City School District ("Project"); and

WHEREAS, District desires to have the construction of the Project completed and to lease it back, as more particularly described in the facilities lease between the Parties dated as of the Effective Date whereby the Developer agrees to lease the Project Site back to the District and perform the work of the Project ("Facilities Lease"), which Facilities Lease is incorporated herein by this reference; and

WHEREAS, the District determines that a portion of the School Site is adequate to accommodate the Project, as more particularly described in **Exhibit "B"** ("Project Site") attached hereto and incorporated herein by this reference; and

WHEREAS, the Board of Trustees of the District ("Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Project Site to Developer and by immediately entering into the Facilities Lease under which District will lease back the Project from Developer; and

WHEREAS, the District further determines that it has entered into this Site Lease and the Facilities Lease pursuant to Education Code section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students; and

WHEREAS, the District is authorized under Education Code section 17406 to lease the Project Site to Developer and to have Developer develop and cause the construction of the Project thereon and lease the Project Site back to the District by means of the Facilities Lease, and the Board has duly authorized the execution and delivery of this Site Lease in order to effectuate the foregoing, based upon a finding that it is in the best interest of the District to do so; and

WHEREAS, Developer as lessee is authorized and competent to lease the Project Site from District and to develop and cause the construction of the Project on the Project Site, and has duly authorized the execution and delivery of this Site Lease; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened, and to have been performed prior to and in connection with the execution and entering into this Site Lease, and those conditions precedent do exist, have

happened, and have been performed in regular and due time, form, and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Site Lease;

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. Unless the context clearly otherwise requires, all words and phrases defined in the Facilities Lease shall have the same meaning in this Site Lease.

2. Exhibits. The following Exhibits are attached to and by reference incorporated and made a part of this Site Lease.

2.1. Exhibit "A": Description of School Site

2.2. Exhibit "B": Description of Project Site

3. Lease of the Project Site. The District hereby leases to the Developer, and the Developer hereby leases from the District the Project Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the term of this Site Lease. This Site Lease shall only take effect if the Facilities Lease is executed by the District and Developer within three (3) days of execution of this Site Lease.

4. Leaseback of the Project Site. The Parties agree that the Project Site will be leased back to the District pursuant to the Facilities Lease for the term thereof.

5. Term. The term of this Site Lease shall commence as of the Effective Date and shall terminate on the last day of the Term of the Facilities Lease, provided the District has paid to the Developer, or its assignee, all payments which may be due under the Facilities Lease, and provided this Site Lease has not been terminated pursuant to the termination provisions of the Facilities Lease.

6. Payment. In consideration for the lease of the Project Site by the District to the Developer and for other good and valuable consideration, the Developer shall pay One Dollar (\$1.00) to the District upon execution of this Site Lease.

7. Termination

7.1. Termination Upon Purchase of Project. If the District exercises its option to purchase the Project pursuant to the Facilities Lease, then this Site Lease shall terminate concurrently with the District's buy out and termination pursuant to the Facilities Lease, Exhibit C.

7.2. Termination Due to Default by Developer. If Developer defaults pursuant to the provision(s) of the Facilities Lease and the District terminates the Facilities Lease pursuant to the Facilities Lease provision(s) allowing termination, then the Developer shall be deemed to be in default of this Site Lease and this Site Lease shall also terminate at the same time as the Facilities Lease.

7.3. Termination Due to Default by District. If District defaults pursuant to the provision(s) of the Facilities Lease, the Developer, or its assignee, will have the right, for

the then remaining term of this Site Lease, to:

7.3.1. Take possession of the Project Site;

7.3.2. If it deems it appropriate, cause appraisal of the Project Site and a study of the then reasonable uses thereof; and

7.3.3. Relet the Project Site.

8. Title to School Site. During the term of this Site Lease, the District shall hold fee title to the School Site, including the Project Site, and nothing in this Site Lease or the Facilities Lease shall change, in any way, the District's ownership interest in the School Site.

9. Improvements. Title to all improvements made on the Project Site during the term hereof shall be held, vest and transfer pursuant to the terms of the Facilities Lease.

10.No Merger. The leaseback of the Project Site by the Developer to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Project Site, and the Developer shall continue to have a leasehold estate in the Project Site pursuant to this Site Lease throughout the term hereof.

11.Right of Entry. The District reserves the right for any of its duly authorized representatives to enter upon the Project Site at any reasonable time to inspect the same, provided the District follows all safety precautions required by the Developer.

12.Quiet Enjoyment. Subject to any rights the District may have under the Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Project Site, the District hereby covenants and agrees that it will not take any action to prevent the Developer from having quiet and peaceable possession and enjoyment of the Project Site during the term hereof and will, at the request of the Developer, to the extent that it may lawfully do so, join in any legal action in which the Developer asserts its right to such possession and enjoyment.

13.Waste. The Developer agrees that at all times that it is in possession of the Project Site, it will not commit, suffer or permit any waste on the Project Site, and that it will not willfully or knowingly use or permit the use of the Project Site for any illegal purpose or act.

14.Further Assurances and Corrective Instruments. The Parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the Facilities Lease.

15.Representations of the District. The District represents, covenants and warrants to the Developer as follows:

15.1. Due Organization and Existence. The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

15.2. Authorization. The District has the full power and authority to enter into, to

execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

15.3. No Violations. To the best of the District's actual knowledge, neither the execution and delivery of this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Project Site, except Permitted Encumbrances.

15.4. CEQA Compliance. The District has complied with all requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000 *et seq.* ("CEQA")) in connection with the Project, and no further environmental review of the project is necessary pursuant to CEQA before the construction of the Project may commence.

15.5. No Litigation. To the best of the District's actual knowledge, there is no pending or, to the knowledge of District, threatened action or proceeding before any court or federal, state, municipal, or other government authority or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Site Lease.

15.6. Condemnation Proceedings.

15.6.1. District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Site Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Site Lease and the Facilities Lease.

15.6.2. If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent they may lawfully do so, the Parties agree that the financial interest of Developer shall be as indicated in the Facilities Lease.

15.7. Use and Zoning. To the best of the District's actual knowledge, the Project Site is properly zoned for its intended purpose and the use or activities contemplated by this Site Lease will not conflict with local, state or federal law.

15.8. Taxes. To the best of the District's actual knowledge, all taxes and assessments are paid current and such taxes and assessments will continue to be paid to the extent that the District is not exempt.

15.9. Hazardous Materials. District is not currently aware of any contamination to the Project Site by Hazardous Materials. If District becomes aware of any act or circumstance which would change or render this representation incorrect, in whole or in part, District will give immediate written notice of such changed fact or circumstance to Developer.

16. Representations of the Developer. The Developer represents, covenants and warrants to the District as follows:

16.1. Due Organization and Existence. The Developer is a corporation licensed to provide such services in the state of California, has power to enter into this Site Lease and the Facilities Lease; is possessed of full power to lease, leaseback, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

16.2. Authorization. The Developer has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

16.3. No Violations. Neither the execution and delivery of this Site Lease or the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Developer is now a party or by which the Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Developer, or upon the Project Site, except for Permitted Encumbrances.

16.4. No Bankruptcy. Developer is not now nor has it ever been in bankruptcy or receivership.

16.5. No Litigation. There is no pending or, to the knowledge of Developer, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Developer to perform its obligations under this Site Lease or the Facilities Lease.

17. Insurance and Indemnity. The Developer and the District shall comply with the insurance requirements and the indemnity requirements as indicated in the Facilities Lease.

18. Assignment and Subleasing. This Site Lease may be assigned and/or the Project Site subleased, as a whole or in part, by the Developer only upon the prior written consent of the District to such assignment or sublease, which shall not be unreasonably withheld.

19. Restrictions on District. The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Project Site or any portion thereof during the term of this Site Lease in any way that would interfere with or diminish Developer's interests indicated in this Site Lease.

20. Liens and Further Encumbrances. Developer agrees to keep the Project Site and every part thereof free and clear of any and all encumbrances and/or liens, including without limitation, pledges, charges, encumbrances, claims, mechanic liens and/or other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with the Project Site or the Project. Pursuant to the Facilities Lease, Developer further agrees to pay promptly and fully and discharge any and all claims on which any encumbrance and/or lien may or could be based, and to save and hold District free and harmless from any and all such liens, mortgages, and claims of liens and suits or other proceedings pertaining thereto.

This subsection does not apply to Permitted Encumbrances.

21. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to District:

If to Developer:

With a copy to:

The Developer and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

22. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Developer and the District and their respective successors and assigns.

23. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Site Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive future compliance with any term hereof or any other breach hereunder.

24. Severability. In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Site Lease or the Facilities Lease.

25. Amendments, Changes and Modifications. Except as to the termination rights of both Parties as indicated in the Facilities Lease, this Site Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

26. Obligations Absolute. The Developer agrees that the obligations of the Developer are absolute and unconditional and not subject to any charges or setoffs against the District whatsoever.

27. Execution in Counterparts. This Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

28. Developer and District Representatives. Whenever under the provisions of this Site Lease approval by the Developer or the District is required, or the Developer or the District is required to take some action at the request of the other, such approval or such request shall be given for the Developer by the Developer Representative and for the District by the District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

29.Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California, and venued in Marin County, the County within which the School Site is located.

30.Attorney's Fees. If either party brings an action or proceeding involving the School Site or to enforce the terms of this Site Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

31.Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

32.Prior Agreements. This Site Lease and the corresponding Facilities Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Site Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

33.Further Assurances. Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Site Lease.

34.Recitals Incorporated. The Recitals set forth at the beginning of this Site Lease are hereby incorporated into its terms and provisions by this reference.

35.Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Site Lease.

36.Force Majeure. A party shall be excused for damage to the property and from the performance of any obligation imposed in this Site Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts, and such non performance or damage to the property will not be a default hereunder or a grounds for termination of this Site Lease.

37.Interpretation. None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Site Lease or the Facilities Lease for purposes of construing the provisions of each. The language in all parts of this Site Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Site Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

SAUSALITO MARIN CITY SCHOOL DISTRICT

Thomas Newmeyer, President, Board of Trustees

Date

ALTEN CONSTRUCTION COMPANY, INC.

By:
Its: _____

Date

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20 __, before me, the undersigned notary public, personally appeared _____,

[] personally known to me; OR
[] proved to me on the basis of satisfactory evidence;

to be the person(s) whose whole name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20 __, before me, the undersigned notary public, personally appeared _____,

[] personally known to me; OR
[] proved to me on the basis of satisfactory evidence;

to be the person(s) whose whole name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

EXHIBIT "A"

DESCRIPTION OF SCHOOL SITE

Attached is the Description for:

Willow Creek Academy, 630 Nevada Street, Sausalito, CA 94965

EXHIBIT "B"

DESCRIPTION OF PROJECT SITE

Attached is the Description for portion of the School Site that is subject to this Site Lease and upon which Developer will construct the Project:

EXHIBIT C

GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Site Lease Payments. As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

2. Guaranteed Maximum Price.

2.1 Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for the following amounts ("Guaranteed Maximum Price"):

2.1.1 Cost of the Work. The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 2 and approved by the Owner.

2.1.1.1 General Conditions. The monthly rate to be paid to the Developer for General Conditions shall be as set forth in **Attachment 1** hereto. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Developer for insurance (except for general liability insurance), permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in Exhibit 1, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

2.1.1.2 Subcontract Costs. Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

2.1.1.3 Developer-Performed Work. Costs incurred by the Developer for self-performed work at the direction of Owner or with the Owner's prior approval, as follows:

2.1.1.3.1 Actual costs to the Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by the Developer to perform the construction of the Work at the site.

2.1.1.3.2 Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of the Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at the Developer's principal office, only for that portion of their time required for the Work.

2.1.1.3.3 Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of the Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.1.3.4 Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.1.3.1 through 2.1.1.3.3.

2.1.1.3.5 Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Developer. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

2.1.1.3.6 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by the Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Developer. Cost for items previously used by the Developer shall mean fair market value.

2.1.1.3.7 Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by the Developer at the site, whether rented from the Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities

of equipment rented shall be subject to the Owner's prior approval.

2.1.1.3.8 Costs of removal of debris from the site, daily clean up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

2.1.1.3.9 Costs of that portion of the reasonable travel, parking and subsistence expenses of the Developer's personnel incurred while traveling and discharge of duties connected with the Work.

2.1.1.3.10 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the Owner.

2.1.1.4 Miscellaneous Costs.

2.1.1.4.1 Where not included in the General Conditions, and with the prior approval of Owner, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone calls charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with Owner to determine whether Owner has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

2.1.1.4.2 Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work

2.1.1.4.3 Fees and assessments for permits, plan checks, licenses and inspections for which the Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

2.1.1.4.4 Fees of laboratories for tests required by the Contract Documents.

2.1.1.4.5 Deposits lost for causes other than the Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the Owner as set forth in the Contract Documents.

2.1.1.4.6 Expenses incurred in accordance with the Developer's standard personnel policy for relocation and

temporary living allowances of personnel required for the Work if approved in advance by Owner.

2.1.1.4.7 Where requested by Owner, costs or expenses incurred by Developer in performing design services for the design-build systems.

2.1.1.4.8 Other costs incurred in the performance of the Work if, and to the extent approved in advance by Owner.

2.1.1.4.9 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

2.1.1.4.10 Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by the Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Developer and only to the extent that the cost of repair or correction is not recovered by the Developer from insurance, sureties, Subcontractors or suppliers.

2.1.2 Developer's Fee. _____ percent (____%) of the Cost of the Work as described in Article 2.1.1.

2.1.3 Bonds and Insurance. For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of _____ percent (____%) of the Cost of the Work for insurance and _____ percent (____%) of the Cost of the Work for payment and performance bonds.

2.1.4 Contingency. Developer Contingency of _____ percent (____%) of the Cost of the Work as described in Article 2.1.1 for potential additional construction costs for unforeseen construction costs that occur over the course of construction and/or scope gaps between the subcontract categories of the Work. The Developer Contingency is not intended for such things as "Scope Changes" as further described in Article 2.5. The Contingency shall not be used without the agreement of the Owner. The unused portion of the Developer Contingency shall be retained by the Owner at the end of the Project.

2.2 The Guaranteed Maximum Price is _____ Dollars (\$_____), which consists of the amounts identified in **Attachment 2** to this Exhibit C. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

2.3 Total Payment. In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments ever exceed the Guaranteed Maximum Price as defined herein, unless modified pursuant to **Exhibit D** to the Facilities Lease.

2.4 Excluded Costs.

2.4.1 Salaries and other compensation of the Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.1.3.1 and 2.1.1.3.4.

2.4.2 Expenses of the Developer's principle office and offices other than the Project field Office.

2.4.3 Overhead and general expenses, except as may be expressly included in Article 2.

2.4.4 The Developer's capital expenses, including interest on the Developer's capital employed for the Work.

2.4.5 Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.5 Changes to Guaranteed Maximum Price.

2.5.1 As indicated in the Facilities Lease, the Parties may add or remove specific scopes of work from the Project. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be reflected as a reduction or increase in the Tenant Improvement Payments and paid upon the payment request from the Developer when the work is performed. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of Article 18 of Exhibit D to this Facilities Lease.

2.5.2 The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans, and specifications, as identified in **Exhibit D** to the Facilities Lease.

2.5.3 Cost Savings. Developer shall work cooperatively with Architect, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and if approved in writing by the District, that cost savings shall be deducted from the Guaranteed Maximum Price. If any cost savings require revisions to the Construction Documents, Developer shall work with the District with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an extension of Contract Time equal to the delay in completion caused by any cost savings adopted by District, if requested in writing before the approval of the cost savings.

3. Tenant Improvement Payments. Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer Tenant Improvement Payment(s), based on the amount of Work performed according to the Developer's Schedule of Values and pursuant to the provisions for Tenant Improvement payments, including Final Payment set forth in **Exhibit D** to the Facilities Lease.

4. Lease Payments. After the Parties execute the Memorandum of Commencement Date, attached to the Facilities Lease as **Exhibit E**, the District shall pay to Developer monthly lease payments ("Lease Payment(s)"), as indicated below.

4.1 The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in equal monthly installments for the duration of the Term.

4.2 The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.3 Fair Rental Value. District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by

the Project and the benefits therefrom which will accrue to the District and the general public.

4.4 Each Lease Payment Constitutes a Current Expense of the District.

4.4.1 The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

4.4.2 Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.4.3 The District covenants to take all necessary actions to include the estimated Lease Payments in each of its final approved annual budgets.

4.4.4 The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.4.5 The Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

5. District's Purchase Option

5.1 If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the total of any Lease Payments due for the remainder of the Term as of the date the option is exercised ("Option Price").

5.2 District shall provide Developer no less than thirty (30) days' prior written notice that District is exercising its option to purchase the Project as set forth above on a specific date ("Option Date"). If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District all reasonably necessary documents in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

Under no circumstances can the first Option Date be on or before thirty-five (35) days after the Developer completes the Project and the District accepts the Project.

ATTACHMENT 1
DETAILS OF GENERAL CONDITIONS

ATTACHMENT 2
DETAILS OF GUARANTEED MAXIMUM PRICE

DOCUMENT 00 65 36
(FORMERLY DOCUMENT 00890)

WARRANTY AND GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____
_____ ("Work" of Contractor) which Contractor has installed for the Sausalito Marin City School
District ("District") for the following project:

PROJECT: _____ (Project Name)

("Project" or "Contract")

has been performed in accordance with the requirements of the Contract Documents and that the Work as installed
will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship
or material together with any other adjacent Work that may be displaced in connection with such replacement within
a period of _____ **YEAR(S)** from the date of completion as defined in Public Contract Code
section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of completion
is _____, 20__.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period
of time, as determined by the District, but not later than seven (7) days after being notified in writing by the District,
the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the
undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

NAME: _____

ADDRESS: _____

PHONE NO.: _____

END OF DOCUMENT

DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

PERFORMANCE BOND
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Sausalito Marin City School District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (_____) _____ - _____

Fax No.: (_____) _____ - _____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Sausalito Marin City School District, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

_____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 45 75
(FORMERLY DOCUMENT 00930)

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sausalito Marin City School District ("District" or "Owner") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disbursts when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 3224 1.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

Sausalito Marin City School District

LEAD-BASED CERTIFICATION
DOCUMENT 00 45 75-1

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 80
(FORMERLY DOCUMENT 00935)

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sausalito Marin City School District ("District" or "Owner") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by the Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers pursuant to the indemnification provisions in the Contract Documents for, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of: ☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer
 ☐ Wholesaler ☐ Broker ☐ Retailer
 ☐ Distributor ☐ Other _____

Type of Entity: ☐ Corporation ☐ General Partnership
 ☐ Limited Partnership ☐ Limited Liability Company
 ☐ Sole Proprietorship ☐ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Sausalito Marin City School District

IMPORTED MATERIALS CERTIFICATION

DOCUMENT 00 45 80-1

DOCUMENT 00 45 70
(FORMERLY DOCUMENT 00925)

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sausalito Marin City School
District ("District" or "Owner") and _____
("Contractor" or "Bidder") ("Contract" or "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

[THIS RELEASE SHALL ONLY BE USED AT END OF PROJECT, AT DISTRICT'S DISCRETION, TO FORMALIZE THE COMPLETION OF THE PROJECT]

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20__ by and between the Sausalito Marin City School District ("District") and _____ ("Contractor"), whose place of business is _____.

District and Contractor entered into PROJECT/CONTRACT NO.: _____ ("Contract" or "Project") in the County of _____, California. The Work under the Contract has been completed.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

AGREEMENT

1. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum \$ _____

Modified Contract Sum \$ _____

Payment to Date \$ _____

Liquidated Damages \$ _____

Payment Due Contractor \$ _____

2. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of \$ _____ (_____ Dollars and _____ Cents) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claim is set forth in Paragraph 6 and continuing obligations described in Paragraph 8 hereof.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
------------------	-----------------------------	------------------------	-----------------------------

[Insert information, including attachment if necessary]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all

Sausalito Marin City School District

AGREEMENT AND RELEASE
DOCUMENT 00 65 25-1

liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

6. All Contractor's obligations under the Contract, including Contractor's warranty and indemnity obligations, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

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

8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

9. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

SAUSALITO MARIN CITY SCHOOL DISTRICT

TITLE: _____

NAME: _____

SIGNATURE: _____

_____ CONTRACTOR

TITLE: _____

NAME: _____

SIGNATURE: _____

END OF DOCUMENT

DOCUMENT 00 45 26
(FORMERLY DOCUMENT 00905)

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Sausalito Marin City School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00 45 50
(FORMERLY DOCUMENT 00910)

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sausalito Marin City School
District (the "District" or the "Owner") and _____ (the
"Contractor" or the "Bidder") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the labor compliance program, if in use on this Project.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 60
(FORMERLY DOCUMENT 00915)

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sausalito Marin City School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 65
(FORMERLY DOCUMENT 00920)

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sausalito Marin City School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 85
(FORMERLY DOCUMENT 00940)

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Sausalito Marin City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

1. **Education Code.** I am a representative of the Contractor and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____ Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I am a representative of the Contractor and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Sausalito Marin City School District

**CRIMINAL BACKGROUND INVESTIGATION/
FINGERPRINTING CERTIFICATION
DOCUMENT 00 45 85-1**

**SMCSO
PORTABLE RELOCATION**

	<u>DESIGN</u>	<u>DOCUMENTATION</u>	<u>BIDDING</u>	<u>ADMINIST</u>	<u>TOTAL</u>
COST INCLUDED IN PRIOR DISTRICT BUDGET					
ARCHITECT CA ARCHITECTRUE	12,000.00	22,000.00	750.00	6,100.00	40,850.00
STRUCURAL ENGINEER TME Engineers	1,000.00	6,000.00	500.00	4,320.00	11,820.00
CIVIL ENGINEER - ONSITE BKF Engineers	7,900.00	16,300.00	500.00	4,200.00	28,900.00
PLUMBING FARD Engineers		2,500.00	200.00	500.00	3,200.00
ELECTRICAL C&N Engineers	1,000.00	3,800.00	500.00	1,000.00	6,300.00
LIGHTING DESIGN MM Lighting Desigr	3,000.00	500.00		500.00	4,000.00
PLANNING CONSULTANT					-
COST ESTIMATING	1,500.00	2,900.00			4,400.00
LANDSCAPE	3,800.00	3,800.00	500.00	1,000.00	9,100.00
DSA REVIEW	3,000.00				3,000.00
LEGAL	-			10,000.00	10,000.00
COSTS - REIMBURSEMENT				5,000.00	5,000.00
	=====	=====	=====	=====	=====
	33,200.00	57,800.00	2,950.00	32,620.00	126,570.00

DIVISION	19-May-11	CONTRACT	MODIFICATIONS	MODIFIED PRICE
=====				
FEES				0.00
DSA		7,480.00	9,000.00	16,480.00
CITY				0.00
MMWD	from engineer	0.00		0.00
PG&E	from engineer	0.00		0.00
OTHER	recording, Etc	500.00	6,000.00	6,500.00
PHASE I		2,000.00		2,000.00
LEGAL		5,000.00		5,000.00
				<u>29,980.00</u>
ALTEN CONTRACT				
1 GENERAL CONDITIONS	218749447.51%	56,875.00		56,875.00
2 PRECONSTRUCTION SERVICES				0.00
3 DEMOLITION		4,457.00		4,457.00
4 EARTHWORK		57,530.00		57,530.00
5 PAVING & STRIPING		8,900.00		8,900.00
6 UNDERGROUND UTILITIES				0.00
7 UNDERGROUND STORM DRAINAGE				0.00
8 PAVEMENT STRIPPING				0.00
9 SITE CONCRETE				0.00
10 FENCES & GATES		24,368.00		24,368.00
11 LANDSCAPING		17,682.00		17,682.00
12 CONCRETE REINFORCEMENT		4,256.00		4,256.00
13 BUILDING CONCRETE		35,995.00		35,995.00
14 MASONRY - CMU				0.00
15 STRUCTURAL STEEL				0.00
16 METAL DECKING		29,145.00		29,145.00
17 METAL STAIRS @ 28				0.00
18 ROUGH CARPENTRY		89,947.00		89,947.00
19 ACOUSTICAL CEILING		6,600.00		6,600.00
20 FLOORING		34,000.00		34,000.00
21 PAINTING		20,696.00		20,696.00
22 SIGNS		2,500.00		2,500.00
23 FIRE PROTECTION				0.00
24 RELOCATION				0.00
25 PLUMBING				0.00
26 HVAC				0.00
27 ELECTRICAL		32,021.00		32,021.00
28 SITE LIGHTING				0.00
29				0.00
30 TOTAL HARD		368,097.00		368,097.00
32 TOTAL HARD + GC		424,972.00		424,972.00
PROFIT & OVRHD	7.50%	31,873.00		31,873.00
BOND & INSURANCE	2.60%	11,878.00		11,878.00
				0.00
31 CONTINGENCY	10.00%	46,872.30		46,872.30

TOTAL ALTEN		515,595.30		515,595.30
RETAINAGE				0.00%
				#DIV/0!

TOTAL				672,145.30
				0.00%
BALANCE TO FINISH HARD CONST				
TOTAL COSTS				672,145.30
INCLUDED IN PRIOR CONTRACT				(110,570.00)
				<u>561,575.30</u>

***** NOTE *****

05/19/2011 - The consultants costs will be revised after the publication of this document

Sausalito Marin City School District Minutes

Created: May 19, 2011 at 11:15 AM

Special Meeting

April 18, 2011

Monday, 06:00 PM

District Office
630 Nevada Street
Sausalito

Attendees

Karen Benjamin
Thomas Newmeyer
Shirley Thornton
Mark Trotter
William Ziegler
Debra Bradley

non-voting

Meeting Minutes

Trustee Trotter participated via teleconference.

Also Attending: Markey Lees, Chaeta Baker, Shamila Austin, Ellen Franz, Fran Nelson, Wayne Price, Louis Edney, Julius Holtzclaw, Margie Bonardi and Kathy Blazei taking minutes

CALL TO ORDER

Minutes

President Thomas Newmeyer called the meeting to order at 6:02 pm.

1. Approval of Agenda Order

Minutes

M/s/c Benjamin/Thornton/all to approve the agenda order

Motion made by: Karen Benjamin

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

2. Addressing the Board Prior to Open Session

Persons wishing to address the Board on items on the agenda or items not on the agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation. Regarding comments on items that are not on the agenda, Board members may listen to your presentation but are prohibited by the Brown Act from making a response.)

Minutes

Margie Bonardi, District Business Manager, was asked to provide background information before hearing public comments.

PERSONNEL

1. Consideration and Adoption of Resolution to Reduce or Eliminate Classified Services

Minutes

Margie Bonardi provided a picture of projected revenue losses for the 2011/2012 school year:

- Property Tax (.9% loss) - \$39,475
- Charter School Growth - \$95,820
- Basic Aid District Fair Share (5.81%- 2010/2011)(new = 8.92%) - \$35,724 additional
- Revenue Limit Reduction (\$330/ADA) - \$54,470 • Expenditure Increases:
Operation/program/insurance/health/step & column - \$63,962

Revenue Loss - \$289,451

Worst case (for now - \$800/ADA) - \$77,550 (based on conversation through School Services and Marin County Office of Education)

Total Revenue Loss - \$367,001

School districts must adopt and submit balanced budgets by June 30, 2011, but whether taxes will be extended is yet to be determined. These are the numbers that will be used to develop budget until the District hears differently. The June board meeting is scheduled for June 23, 2011.

Markey Lees, CSEA Labor Relations Representative, had two items:

1) *Non-Agenda Item*: Ms. Lees requested the status of strategic planning taking place with FSG Social Impact Consultants; CSEA members as stakeholders want to be part of the process. Superintendent Bradley offered to provide information by email tomorrow.

2) *Agenda Item*: Ms. Lees expressed disappointment that notice of this meeting was timed while staff was on break; several felt it was disrespectful to notice a meeting such as this while they were gone.

Ms. Lees inquired whether layoffs are due to lack of work or lack of funds. Superintendent Bradley explained that it was a combination: the bus position is now unfilled and to be eliminated; others are due to lack of funds with the exception of the special education paraprofessional (the number of special education students enrolled for the 2011/2012 school year has declined and the intent is to eliminate the entire position).

Ms. Lees asked how needs have changed. Superintendent Bradley indicated that such information would have to be obtained from Mr. Gerry Klor, Special Education Director.

Ms. Lees asked if the Board was proposing that school bus transportation be eliminated.

President Newmeyer responded that it was a possibility. Ms. Lees clarified that there is a bus driver in the bargaining unit; if the intent were to contract out, there would be an issue. Trustee Thornton expressed concern for eliminating transportation, noting that some students are transported from as far away as the Fireside Apartments.

Ms. Lees acknowledged that there are budget problems from the State, but to place the District's burden on CSEA is shortsighted and affects the students. She suggested that the layoff proposal had been pulled together quickly; the Board needs to determine the impact on the District for transportation to school and access to the library.

Ms. Lees asked what the recommendation to eliminate the special education paraprofessional was based on. Trustee Ziegler and Margie Bonardi advised that according to Mr. Klor, special education enrollment will decline from the current 9, to 4 students. Ms. Lees observed that historically, the number projection one year to the next isn't a number you rely on as it continuously changes; total elimination leaves the District vulnerable to the needs of special education students; look deeper into this.

President Newmeyer ended comments from Ms. Lees; her comments had run in excess of 15 minutes.

Julius Holtzclaw, Chapter President, CSEA Golden Gate Chapter 394, was next to address the Board. Mr. Holtzclaw asked what would happen to materials if the library is closed and recommended that 15 hours/week allocated to the library instead be increased.

Mr. Holtzclaw implored the Board to consider all the options; he expressed concern for K-5 age students walking to campus along busy streets if school bus transportation is eliminated.

Mr. Holtzclaw related student successes to support provided to teachers by classified employees. Mr. Holtzclaw implored the Board to "be real; quit trying to pull the wool over our eyes; keep us in the dark". He noted his several unsuccessful attempts over the past two years to be a part of the conversations.

Trustee Ziegler stated that he did not know where else to go; we aren't trying to cause anyone hardships. Markey Lees suggested the use of District reserves.

Trustee Trotter stated that he thought this meeting was being held due to notice requirements. Superintendent Bradley explained that classified employees have a shorter notice requirement than certificated employees. If the Board determines to layoff, the names are put on a 39 month rehire list.

Trustee Benjamin asked how Willow Creek Academy uses the library. Superintendent Bradley responded that WCA staff was trained by Fran Nelson, library paraprofessional. Fran Nelson clarified some of the library functions: This year WCA started using the library with teachers and classes; before that they used a volunteer. This year, teachers and parent volunteers were trained. Someone must re-shelve the books; two persons – one to help locate books, one to check out books, are needed when classes visit.

President Newmeyer inquired, in relation to the 45 day notice requirement, what flexibility the Board has in terms of having to make these unpopular decisions. Superintendent Bradley reported that with June 9, 2011 the last day for staff; the Board has 7 – 10 days to look at alternatives. There are two meetings in June to review/approve a balanced budget, due to the County by June 30. Superintendent Bradley noted that she did not know whether there would be more changes from MCOE or the state. Markey Lees disputed the 45 day timing, indicating her belief that the Board is making its decisions without all the information. Trustee Ziegler responded that according to the District's legal counsel, this is what the Board must do and Superintendent Bradley added that legal counsel had personally given this information to board members.

President Newmeyer asked whether the layoffs could be rescinded later if the Board took action at this meeting. Superintendent Bradley reported that the individuals would be placed on a 39 month rehire list.

Trustee Thornton, noting the District's responsibility to give the Charter "X" amount of money, asked whether the Charter is sharing this pain; she noted that Charters are responsible for fundraising plus there are things they do not have to do; lay everything on the table.

President Newmeyer called for a motion on the resolution. Trustee Thornton expressed her concern about the bus and transportation. There was brief discussion that Willow Creek Academy does not provide bus transportation for its students. Julius Holtzclaw clarified that Willow Creek Academy had made its own decisions.

Fran Nelson requested that Board contact information be listed on the District website.

Markey Lees asked, if budget has been thoroughly reviewed, why notice at the eleventh hour? Ms. Lees encouraged that stakeholders be involved; you haven't talked with the parents about no transportation, library changes or, lack of support in the classroom. She urged the Board to take more time; you represent this community; they should be part of the conversation. If parents knew you would be discussing eliminating transportation tonight, they would be here. Trustee Ziegler responded that the Board will follow the law; whatever time we are given, we will take.

Ellen Franz asked for a clarification of the 45 day timing but Superintendent Bradley indicated that there seemed to be a discrepancy; what Ms. Lees indicates is not what we heard from our legal counsel.

Ellen Franz addressed the issue of school transportation, noting that she was making an educated guess that many of the families of students in her class do not have cars; parents have no idea you are voting on this and this matters to our school and our population; please consider that in relation to the bus. Invite parents before you make a decision.

Trustee Trotter suggested the Board table the bus issue for more consideration. He suggested going forward with the recommendation for layoffs, with the condition that the layoffs will happen if the Board does not find another way. Trustee Trotter indicated he did not want to preclude options.

President Newmeyer summarized that the Board must review with legal counsel; balance the budget; revisit these items and make sure the Board does things by the required date. Trustee Trotter clarified that tonight's action is due to statutory requirements.

Trustee Thornton thought it gives the wrong message to close the library; the District's primary responsibility is to educate the children. She indicated that she was not in favor of taking this package with an "all or nothing" approach.

Trustee Ziegler acknowledged that everyone is affected; the Board must make its decision on what budget will let us do; I want to be empowered so that in 9 days we're not having a midnight meeting to decide; all the arguments are good. President Newmeyer agreed that the message sent is terrible but acknowledged that there is only so much money. Trustee Benjamin added that the Board has a limited amount of time to get done. Trustee Thornton indicated that for kids, the decisions affect the rest of their lives.

M/s/c – Roll Call Ziegler/Benjamin Ayes 3 Noes 2 (Trotter and Thornton) to adopt Resolution 637

Motion made by: William Ziegler

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	No
Mark Trotter	No
William Ziegler	Yes

ADJOURNMENT

Minutes

The meeting was adjourned at 7:26 pm.

Signature/Date

Title

Sausalito Marin City School District Minutes

Created: May 13, 2011 at 09:07 AM

Special Board Meeting

April 28, 2011

Thursday, 05:00 PM

Martin Luther King, Jr. Academy Multipurpose Room
200 Phillips Drive
Marin City

Attendees

Karen Benjamin
Thomas Newmeyer
Mark Trotter

Meeting Minutes

Others Attending: Eva Nico, Ellen Martin, David Zapol (FSG), Ray Menaster, Linnea Rich, Denise Suto, Susan Cassidy, Julius Holtzclaw, LaMonte Bishop, Aminety McGee, Donna Williams, Troy Bassett, Corinna Hensley, Kahaya Adams, Demetrius McChin, D'vonne Rosas, Mia Manzo, Terrie Green, Bettie Hodges, Paula Hammons, Taneaja Striplin, Markey Lees, Ellen Franz, Sharon Turner, Jennifer Banks, Fran Nelson, Anita Fowler, Monica Towers, LaDana Gibson, Jan McDougal, Vicki Nichols, Shamila Austin, Leevests Hale, Tonja Standley, Trellis Condra, Jessica Mullins, Alesia Cook, Pam Dake, Carol Cooper, Nick Driver, Johnathan Logan, Jr., Forrest Corson and Kathy Blazei taking minutes

CALL TO ORDER

Minutes

President Newmeyer called the meeting to order at 5:13 pm and welcomed everyone.

1. Addressing the Board Prior to Open Session (D)

Persons wishing to address the Board on items on the agenda or items not on the agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation. Regarding comments on items that are not on the agenda, Board members may listen to your presentation but are prohibited by the Brown Act from making a response.)

Minutes

There was no public comment.

2. Approval of Agenda Order (D)

Minutes

The agenda order was approved.

STRATEGIC INITIATIVE/PLANNING

1. Strategic Initiative Planning (D)

The Board of Trustees will gather community input on the district's vision, the search for a new superintendent, and how to structure the district for success, as well as provide feedback from two prior meetings, March 22, 2011 and April 7, 2011.

Minutes

Ms. Eva Nico, FSG, explained the goals for this meeting and reviewed updates to a Power Point presentation that reflected community input from the prior two meetings. The categories include:

- Board Planning Next Steps

- Overall Academic Performance of SMCS D Schools Over Time
- Student Achievement Scores in the District: % Proficient or Advanced
- Allocation of District Resources and Utilization of Facilities
- We've Begun to Hear Input on the Vision for SMCS D Moving Forward
- The Strategic Vision Reflects Community Input to Date and Learnings from Best Practice Districts and Schools
- We've Begun to Hear Input on the Superintendent Search
- Recruiting a Strong Superintendent to Drive Change Is Critical for the District's Success
- We've Begun to Hear Input on the District Structure and Operations
- The School Board Needs to Consider Addressing Structural Challenges in Order to Realize the Vision
- What Are the Differences Between Traditional District Schools, Magnet Schools and Charter Schools?

Ms. Ellen Martin, FSG, welcomed Mr. Nick Driver, Vice President of the California Charter Schools Association. Ms. Martin and Mr. Driver provided a brief overview of differences between charter, magnet and traditional schools in areas such as budget, curriculum and decision making. Mr. Driver emphasized that there are many variables.

Questions/Answers

Q. Is there any other district with two charter schools serving the same population?

A. Alameda is one.

Q. Do multiple charter schools in the same school district compete with one another?

A. Not necessarily.

Q. If there are two charters, it appears we will have segregated schools in competition with one another.

A. This should be discussed in the small group settings.

Q. If there is no district option to go to, what happens to students who are expelled?

A. Consider an interdistrict transfer; the school district could consider setting up an agreement with a neighboring school district or with MCOE to take those students.

Q. Parents have been adamant at meetings that they do not want a charter school; why is a charter school still an option?

A. No response.

Q. What happens if there is a charter school, it fails at some point, and is shut down?

A. No response.

Q. We still want to see an analysis of funding in the different scenarios.

A. This question has been asked; an analysis has not yet been prepared; it will depend on the way the charter is written and its association to the district.

Trustee Trotter explained that the real question is - What do you think your kids need? He did not

want community members to believe that a charter is the only option. Trustee Trotter and Ms. Martin invited everyone to join a small discussion group at this time.

Board members had to leave the meeting at 6:55 p.m. to begin the next board meeting. FSG representatives continued the small group discussions.

ADJOURNMENT

Minutes

The meeting was adjourned at 7:25 pm.

Signature/Date

Title

Sausalito Marin City School District Minutes

Created: May 19, 2011 at 10:51 AM

Regular Board Meeting

April 28, 2011

Thursday, 07:00 PM

District Office
630 Nevada Street
Sausalito

Attendees

Karen Benjamin
Thomas Newmeyer
Mark Trotter
Debra Bradley

non-voting

Meeting Minutes

Trustee Thornton listened only via teleconference.

Trustee Ziegler was absent.

Also Attending: Jonathan Leone, Edgar Furlong, Jim Scullion, Forrest Corson, Stacy Stewart, Markey Lees, Julius Holtzclaw, Pamela Dake, Shamila Austin, Alesia Cook, Fran Nelson, Clark Warden, Lynda Storek, Jonnette Newton, Anita Fowler, Juanita Edwards, Tenisha Tate, Paula Hammons, Ethel Seiderman, Mark Tong, Trellis Condra, Ellen Franz, Betty Hodges, Sonja Scott Gibson, Alison Neufeld, Sharon Turner, Margie Bonardi and Kathy Blazei taking minutes.

CALL TO ORDER

Minutes

President Newmeyer called the meeting to order at 7:10 p.m.

1. Addressing the Board Prior to Closed Session (D)

Persons wishing to address the Board on items on the closed session agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation.)

Minutes

There was no public comment.

CLOSED SESSION

1. With respect to every item of business to be discussed in Closed Session pursuant to Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR (V)

Negotiator for: Sausalito Marin City School District: Alison Neufeld
Negotiations with: California School Employees Association (CSEA)

2. With respect to every item of business to be discussed pursuant to Government Code 54957: PERSONNEL (V)

The Board will meet with Legal Counsel, Alison Neufeld.

OPEN SESSION

Minutes

President Newmeyer convened open session at 7:25 p.m.

1. Report Out from Closed Session (V)Minutes

President Newmeyer reported that the Board had nothing to report out of closed session.

2. Pledge of Allegiance (D)**3. Approval of Agenda Order (V)**Minutes

Trotter/Benjamin/all to approve the agenda order

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

4. Remembering Charles McGlashan (D)

The Sausalito Marin City School District Board of Trustees would like to publicly acknowledge and take a moment to remember the strong friendship and political alliance that Charles McGlashan, Marin County's Third District Supervisor, provided to all constituents in this area, particularly those of us in the Sausalito Marin City School District. We are saddened by his passing on March 27, 2011. He truly was a friend to public education.

Minutes

Superintendent Bradley recognized Charles McGlashan's love for education, his achievements and his friendship with the Sausalito Marin School District and all Marin students.

5. Addressing the Board Prior to Open Session (D)

Persons wishing to address the Board on open session items on the agenda or items not on the agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation. Regarding comments on items that are not on the agenda, Board members may listen to your presentation but are prohibited by the Brown Act from making a response.)

Minutes

Jonathan Leone, Sausalito City Council member, expressed an interest in opening a discussion about the old MLK property owned by the City of Sausalito.

Public comment was reopened later in the meeting to accommodate several persons who were detained traveling from the first meeting when the second meeting began. Those comments are reported in this section.

Julius Holtzclaw, President, CSEA Golden Gate Chapter 394, spoke of his disappointment that two important meetings were scheduled for today, overlapping in two different locations. Mr. Holtzclaw reported that parents want to know why they haven't been notified of the District's financial status and of bus issues and he urged the Board to find ways to address budget shortfalls other than as determined at the April 18, 2011 special Board meeting.

Parent, Sonja Scott Gibson, expressed concern regarding student distress at the departure of

teacher, Mr. Mitchell.

Markey Lees, CSEA Labor Relations Representative, distributed flyers - Classified Cuts Hurt Students; she stated that classified personnel facing layoffs provide support that students need. Ms. Lees recalled the last Board meeting where it had been noted that transportation costs were high; she believes costs were high due to (1) contracting out during the illness of the District bus driver and (2) allocating the custodial costs portion of that position to transportation. Ms. Lees noted that the four special education students anticipated for the 2011/2012 school year will have no support at MLK and urged the Board to reverse its decisions of the last meeting, including keeping the library position.

Ethel Seiderman expressed an interest in having community input to the Marin County Office of Education when interim administrative and fiscal services to the District begin.

Parent, Stacy Stewart, was conflicted by a statement made by a Board member during one of the meetings with community members that the District is financially stable; if so, why all the cuts?

Parent, Alesia Cook, expressed her concern that MLK needs more support; students have no stability with all the changes.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

1. Superintendent Debra A. Bradley, Ed.D. will sunshine the District's proposed initial contract proposal for active employees. (D)

Minutes

Superintendent Bradley sunshined the District's proposed initial contract proposal for active CSEA employees.

2. Public Hearing (D)

The Board will hear public comment prior to adopting the District's proposed initial proposal to the California School Employees Association.

Minutes

President Newmeyer opened the Public Hearing at 7:29 pm.

Julius Holtzclaw, President, CSEA Golden Gate Chapter 394, acknowledged the openers presented by the District and noted that CSEA looks forward to beginning negotiations.

There being no further public comment, the Public Hearing was closed at 7:31 pm.

3. Board Action to Accept the District's Initial Proposal to the California School Employees Association for Active Employees (I)

Minutes

Trotter/Benjamin/all to accept the District's proposed initial contract proposal for active CSEA employees.

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

EDUCATION

1. Principal's Report Bayside Elementary School (17)

Minutes

Jonnette Newton, Principal at Bayside Elementary, reported on:

- A volunteer recognition held for 109 volunteers
- STAR testing in progress.

2. Principal's Report Martin Luther King, Jr. Academy (17)

Minutes

Lynda Storek, Interim Principal at Martin Luther King, Jr. Academy, reported on:

- STAR testing in progress
- Open House scheduled on May 25, 6:00 to 7:30 pm.

3. Head of School's Report Willow Creek Academy (17)

Minutes

There was no report.

4. Enrollment Report (17)

Status of enrollment for Bayside School, Martin Luther King Jr. Academy, and Willow Creek Academy, effective April 21, 2011

Minutes

District Business Manager, Margie Bonardi, reported that enrollment as of April 21, 2011, was Bayside Elementary 122, Martin Luther King, Jr. Academy 42, and Willow Creek Academy 219 for a total District enrollment of 383.

BUDGET

1. Willow Creek Academy Financial Report (17)

Review of financial statements for the the month of March 2011

Minutes

Willow Creek Academy Treasurer, Clark Warden, reported that WCA is on course through the end of the year.

2. After School Program Grant Reductions: Effective July 1, 2011 (17)

The California Department of Education is required by California Education Code to reduce grant awards to after school program sites the fall below the targeted level of attendance. Martin Luther King, Jr. Academy (MLK), which received a grant award of \$27,000 for the 2010/2011 school year, has fallen into that category. Subsequently, beginning with the 2011/2012 school year, the grant award to MLK will be reduced to \$16,682.

Minutes

Margie Bonardi reported that if additional after school program funding becomes available, the District can submit a universal application to attempt to reinstate a portion, or all, of the original grant amount.

3. Extension of Agreement of Strategic Plan to Phase II with FSG Social Impact Consultants with Funding Provided by the Marin Community Foundation (1)

Discussion and Possible Action.

Minutes

Trustee Trotter reported that an extension of the FSG agreement has been reviewed and fine tuned to focus on the most important issues facing the District while remaining mindful of the request for additional funds from Marin Community Foundation.

Trotter/Benjamin/all to approve an extension of the FSG agreement.

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

FACILITIES

1. Projected Costs: Additional Custodial/Maintenance Services for Summer School (1)

The campus at Martin Luther King, Jr. Academy will be fully utilized by both the Hannah Project and Aim High for summer school 2011. At the request of Trustee Karen Benjamin, attached are the projected increases in costs to accommodate these summer school sessions. The Board will consider use of facilities fees for these summer school programs.

Minutes

Trotter/Benjamin/all to approve additional staff to accommodate summer school sessions

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

2. Tree Planting Request (1)

Board consideration of a tree planting per homeowner request

Minutes

Director of Maintenance and Operations, Forrest Corson, presented information about various native plants being considered for a single tree planting in November.

Newmeyer/Benjamin/all to approve the request.

Motion made by: Thomas Newmeyer

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

3. MLK Acoustical Panels Artwork Presentation (V)

Board consideration of proposed artwork

Minutes

Forrest Corson presented proposed images for panels. Trustee Benjamin recommended obtaining input from teachers and students who will be the ones to see the panels daily.

Trotter/Benjamin/all to approve images for panels with input from MLK teachers and students.

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

CONSENT AGENDA

Minutes

Trotter/Newmeyer/ Ayes 3 Noes 0 Absent 2 to accept or approve the entire Consent Agenda.

1. Approval of the minutes of the special board meeting of March 22, 2011 (V) (C)

2. Approval of the minutes of the regular board meeting of March 24, 2011 (V) (C)

3. Approval of the minutes of the special board meeting of April 4, 2011 (V) (C)

4. Approval of the minutes of the special board meeting of April 7, 2011 (V) (C)

5. Approval of the minutes of the special board meeting of April 11, 2011 (V) (C)

6. Approval of the Quarterly Report: Williams Act (V) (C)**7. Approval of the School Site Council Waiver Request** (V) (C)**8. Approval of Field Trip to Tamalpais High School** (V) (C)

Address: 700 Miller Avenue, Mill Valley **Date:** 04/29/11 **Teachers:** Mr. Price, Ms. Storek, Ms. Condra **Grades:** 6/7/8 **Event:** Annual County Track and Field Meet **Funding:** MLK Wells Fargo Donation **Cost:** Bus \$250

9. Approval of Field Trip to Schumaker Beach (V) (C)

Address: Sausalito **Date:** 04/22/11 **Teachers:** Banks/Scullion **Grades:** K-1 **Standards Supported:** Children and teachers will honor Earth Day by doing community service at the beach **Cost:** No cost to District

10. Acceptance of the retirement of Employee #47017 (V) (C)**11. Payment of Warrants** (V) (C)

Payment of warrants under:

Batch 52 Fund 01 in the amount of \$259,226.20
 Batch 52 Fund 40 in the amount of \$438,687.09
 Batch 53 Fund 01 in the amount of \$36,314.53
 Batch 53 Fund 13 in the amount of \$1,810.07
 Batch 53 Fund 40 in the amount of \$43,432.00
 Batch 54 Fund 01 in the amount of \$92,191.45
 Batch 54 Fund 13 in the amount of \$2,102.14
 Batch 55 Fund 01 in the amount of \$256,516.39
 Batch 55 Fund 13 in the amount of \$884.00
 Batch 55 Fund 40 in the amount of \$6,700.00
 Batch 56 Fund 01 in the amount of \$8,594.93
 Batch 56 Fund 13 in the amount of \$4,633.88

12. Approval of the hire of employee #47002 to teach Special Education Extended Year for 2011 summer school. Funding to be provided by the Marin County SELPA. (V) (C)

The District is obligated to provide a summer session, known as Extended School Year (ESY) to special education students who have not met their IEP goals during the regular year or who may suffer a regression in skills that is greater than their non-disabled peers. Our ESY program will be offered at Bayside Elementary and will operate for 19 days from June 20th to July 25th, Monday through Thursday, from 8:30 a.m.-12:30 p.m. The program will be paid for from special education funds for ESY. At the conclusion of the ESY program, we will submit our costs for reimbursement from the Marin County SELPA.

13. Bayside Elementary School Single Plan for Student Achievement (SPSA) and Martin Luther King, Jr. Single Plan for Student Achievement (SPSA) (V) (C)

Board consideration/action to approve the plans as updated for the 2011/2012 school year

14. No Child Left Behind Act of 2001 Local Educational Agency Plan Update for the 2011/2012 School Year (V) (C)

Board consideration of the LEA Plan update for the 2011/2012 school year.

ADMINISTRATIVE AND EXTERNAL**1. Reopener Agreement between Sausalito Marin City School District and Sausalito District Teachers Association for July 1, 2009 through June 30, 2011 (1/)**

The negotiating teams for Sausalito Marin City School District and Sausalito District Teachers Association met on numerous occasions to negotiate the reopener collective bargaining agreement.

The parties agreed to maintain the 2009-2010 salary levels, and the current District contribution to health benefits of up to \$10,191 for the duration of the agreement. The District agreed to discontinue the biometric clock in exchange for the Association's dismissal with prejudice of its lawsuit regarding the biometric clock. The parties agreed to add language providing that the District may utilize progressive discipline for a unit member's failure to sign in. The parties agreed to allow unit members to use two days of accumulated sick leave at the unit member's discretion, for personal necessity. The parties also agreed to minor changes to payment for non-teaching and extra curricular activities, and bereavement leave. With respect to fiscal impact, there is no increase to salary or benefits.

Minutes

Superintendent Bradley reported that the Board must vote to indicate that negotiations with SDTA teachers have been concluded; salaries and benefits remain the same; there is no monetary impact on the District.

Trotter/Benjamin/all to approve the reopener agreement between Sausalito Marin City School District and Sausalito Teachers Association for July 1, 2009 through June 30, 2011

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

2. Agreements Between Sausalito Marin City School District and Mill Valley School District

(1/)

1. Tennessee Woods Agreement for 2011/2012 Addendum #9
2. Tennessee Glen Agreement for 2011/2012 Addendum #11
3. Mill Valley and Sausalito Marin City Attendance Agreement for 2011/2012 Addendum #2

Minutes

Trotter/Benjamin/all to approve:

1. Tennessee Woods Agreement for 2011-2012 Addendum #9,
2. Tennessee Glen Agreement for 2011-2012 Addendum #11, and
3. Mill Valley and Sausalito Marin City Attendance Agreement for 2011-2012 Addendum #2

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin Yes

Thomas Newmeyer Yes

Mark Trotter Yes

3. School Accountability Report Cards 2009/2010 (V)

The California Department of Education requires that school districts annually complete a School Accountability Report Card (SARC), approved by the district's Governing Board, for each of their district's schools. School districts are also required to publicize such reports, and notify parents and guardians of students that a copy will be provided upon request. With the Board's consideration of the 2009/2010 SARCs, all current SARC requirements will be fulfilled for all three of the district's schools. The complete SARCs can be viewed on the District website, www.sausalitomarincityschools.org

Minutes

Benjamin/Trotter/all to approve 2009/2010 School Accountability Report Cards for the District schools

Motion made by: Karen Benjamin

Seconded by: Mark Trotter

Votes

Karen Benjamin Yes

Thomas Newmeyer Yes

Mark Trotter Yes

4. Timeline for District Office Move to Permanent Martin Luther King, Jr. Academy/District Office Location (V)

Minutes

Forrest Corson outlined a proposed plan to move the District Office to its new MLK location, after June 30 and completed by August 1, 2011, for school to reopen in the fall. Trustee Trotter wondered about the disposition of the board table and also where future board meetings would be held once the move is complete. Board members agreed that the acoustics in the MLK multipurpose room would probably prevent the routine use of that room for meetings. The Board will determine where board meetings will be conducted.

Trotter/Benjamin/all to approve the moving plan as presented.

Trustee Trotter noted that the State of California has funding available for the seismic retrofit of schools that don't meet criteria; the building currently housing the District Office might qualify for funding.

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

5. District 2011/2012 School Calendar (V)

Board consideration of proposed calendar. Input provided by the Sausalito District Teachers Association and the California School Employees Association has been incorporated into the proposal.

Minutes

Trotter/Benjamin/all to approve the District School Calendar for the 2011/2012 school year

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

6. Employee Appreciation 2010/2011 (V)

Board consideration of Resolution 636

Minutes

Trotter/Benjamin/ Ayes 3 Noes 0 Absent 2 to approve Resolution 636 in appreciation of Sausalito Marin City School District employees.

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

7. Golden Bell Education Evening May 26, 2011 (D)

Board consideration of attendance at the Golden Bell Education Evening event

Minutes

Superintendent Bradley reported that on May 26, 2011, the Marin County Office of Education will host the Golden Bell Education Evening, which will include recognitions from all Marin County school districts including SMCS D's selection for Golden Bell Teacher of the Year, Ms. Natasha Griffin, and SMCS D's selection for Outstanding Program of the Year, the Visual Arts Program, offered at all the District's schools. Trustees Benjamin, Trotter and Newmeyer indicated that they would attend.

REPORTS**1. President's Report (P)**Minutes

There was no report.

2. Board Members' Reports (P)

Members of the School Board will report on activities and information they wish to share. The Board may request that items be agendaized and researched for presentation at future meetings.

Minutes

Trustee Trotter reported that Superintendent, Mary Jane Burke, Marin County Office of Education, is in the process of preparing a proposal to provide interim services to the District, which provides the Board more time to find the right people and solutions for the existing and anticipated vacancies.

3. Superintendent's Report (P)Minutes

There was no report.

CORRESPONDENCE**1. Letter of April 15, 2011 from Marin County Office of Education regarding their review and analysis of District's Second Interim Report (D)****ADJOURNMENT**Minutes

Benjamin/Trotter/all to adjourn at 8:15 p.m.

SAVE THE DATE**1. Future District Board Meeting Dates (D)**

All meetings are held at the District Office, 630 Nevada Street, Sausalito at 7:00 pm unless otherwise noted. *The first meeting date of each month will be allocated to, additional special meetings on facilities issues, special meetings, community forums, etc. as needed. The only or second meeting date of each month will be allocated to regular board meetings.

May 12*

May 24 - Tuesday

June 9 - Two meetings in June

June 23

July 28 - One July meeting – summer break

August 11*

August 25

September 8*

September 22

October 13*

October 27

November 17 - One November meeting – holidays

December 8*

December 15

2. Future Charter School Meeting Dates (D)

Unless other noticed, all meetings are held at 6:30 pm on the school campus, 630 Nevada Street, Sausalito, CA. All meetings are the 3rd Wednesday of the month.

May 18

June 15

3. Upcoming Dates and Important Events (D)

April, 26, 27, 28; May 3, 4 & 5 - California Standards Test (CST) STAR Testing, Bayside

April 28 – May 18 - California Standards Test (CST) STAR Testing, MLK

May 3-16 - California Standards Test (CST) STAR Testing, WCA

April 30 - Dancing with Your Star Family Dance Class*, 10:00 am - 11:00 am

May 7 - Dancing with Your Star Family Dance Class*, 10:00 am - 11:00 am

May 14 - Dancing with Your Star Family Dance Class*, 10:00 am - 11:00 am

May 18 – Lapathon – WCA, 10:00 am – 1:00 pm, MLK Field

May 18 – Open House - Bayside, 4:30 - 7:00 pm; Minimum Day

May 21 - Dancing with Your Star Family Dance Class*, 10:00 am - 11:00 am

May 25 – Open House – MLK, 6:00 - 7:30 pm

May 25 – Open House – WCA, 6:30 – 8:30 pm

May 26 – 2011 Education Evening/Golden Bell Awards, Dominican University, 4:30 pm

May 27 – **No School - WCA**

May 30 – Memorial Day – **No School – All Schools**

June 6 - 8th Grade Graduation - WCA, Place and Time to be Determined

June 7 - Kindergarten Step-Up Ceremony - Bayside, 10:00 – 11:00 am, Bayside Multipurpose Room

June 7 - 8th Grade Promotion - MLK, 6:00 pm, MLK

June 8 - 5th Grade Step-Up Ceremony - Bayside, 10:00 am; Minimum Day, Bayside Multipurpose Room

June 8 - Crossing the Bridge – WCA, 10:00 am, WCA Courtyard

June 8 – **Last Day of School for Students – All Schools**; Minimum Day

June 9 – Last Day of School for Teachers – Bayside & MLK

June 10 - Last Day of School for Teachers – WCA

*The Parent Center is located at 610 Drake Avenue in Marin City. Parents and community members are invited to attend.

Signature/Date

Title

Sausalito Marin City School District
Field Trip Request

Please complete and submit to Principal at least one month before field trip date.

Request Date 4/26/11 Destination Sausalito Hist Society Museum

Address Litho St Sausalito City Hall

Teacher(s) Hammors

Grade(s) 3 # Children 18 # Adults 4 Reservation Made Yes

Trip Date ^{THURS} 5/12/11 Alternate Date _____

Departure Time 9 AM Pick Up @ Field-Trip Site return to arrive back @ school 1 P.M.

Transportation: School Bus _____ Private Car _____ Walking ☒ Public Transport _____

Funding Source: District ☒ Other _____ # of Lunches Needed 18

Name of staff member responsible for submitting completed lunch count to the district office at the end of the trip: HAMMONS

Expenses (itemized)

Name & Title of Person Offering Program Sausalito Historical Society
Susan Frank

Standard Supported (in detail): S.S. 3.3 Students draw from community resources to organize sequence of events in local history

1. Every student must have a permission slip signed by a parent. School rules and safety instructions must be reviewed.
2. If there is a cost connected to this trip, site must provide an invoice to the Business Office for payment.
3. If lunches are provided, the classroom teacher is responsible for notifying the District Office of confirmed number of lunches needed AND for completion of form to indicate names of all children who were served lunch while on the field trip.

For District Use

Funding Source No Cost

Verification of Fund Availability D. Marks Business Manager

Disposition

Approved ☒ Denied _____ Date 4/29/11 [Signature], School Principal

Approved _____ Denied _____ Date _____, Superintendent

Approved _____ Denied _____ Date _____, Board of Trustees

Sausalito Marin City School District
Field Trip Request

Please complete and submit to Principal at least one month before field trip date.

Request Date 4/26/11 Destination Muir Woods

Address _____

Teacher(s) Hammmons/Trapp/Franz

Grade(s) 3/4/5 # Children 54 # Adults 5 Reservation Made Yes

Trip Date 5/26 Alternate Date _____

Departure Time 8:30 Pick Up @ Field Trip Site 130

Transportation: School Bus _____ Private Car _____ Walking _____ Public Transport _____

Funding Source: District _____ Other ☒ # of Lunches Needed 54

Name of staff member responsible for submitting completed lunch count to the district office at the end of the trip: Hammmons/Franz/Trapp

Expenses (itemized) X

Name & Title of Person Offering Program Pt Bonita YMCA

Standard Supported (in detail): Life Science 3.b examples of life forms in different

1. Every student must have a permission slip signed by a parent. School rules and safety instructions must be reviewed. *ENVIRONMENTAL*
2. If there is a cost connected to this trip, site must provide an invoice to the Business Office for payment.
3. If lunches are provided, the classroom teacher is responsible for notifying the District Office of confirmed number of lunches needed AND for completion of form to indicate names of all children who were served lunch while on the field trip.

For District Use

Funding Source No Cost

Verification of Fund Availability M. D. [Signature] Business Manager

Disposition

Approved ☒ Denied _____ Date 4/29/11 [Signature], School Principal

Approved _____ Denied _____ Date _____, Superintendent

Approved _____ Denied _____ Date _____, Board of Trustees

Sausalito Marin City School District
Field Trip Request

Please complete and submit to Principal at least one month before field trip date.

Request Date 5/9/11 Destination San Francisco Maritime National Historical Park
Address Hyde Street Pier - Aquatic Park

Teacher(s) Jim Scullion

Grade(s) 1 # Children 22 # Adults 3 Reservation Made Yes

Trip Date 6/3/11 Alternate Date _____

Departure Time 9:00 Pick Up @ Field Trip Site n/a

Transportation: School Bus _____ Private Car _____ Walking ☒ Public Transport ☒

Funding Source: District _____ Other _____ # of Lunches Needed 22

Name of staff member responsible for submitting completed lunch count to the district office at the end of the trip: Jim Scullion

Expenses (itemized) \$184.30 Public transportation (Golden Gate Ferry & Bus)

Name & Title of Person Offering Program Mariah Gardner,
Program Director

Standard Supported (in detail): History / Social Studies 1.4.2
Transportation methods of early days

1. Every student must have a permission slip signed by a parent. School rules and safety instructions must be reviewed.
2. If there is a cost connected to this trip, site must provide an invoice to the Business Office for payment.
3. If lunches are provided, the classroom teacher is responsible for notifying the District Office of confirmed number of lunches needed AND for completion of form to indicate names of all children who were served lunch while on the field trip.

For District Use

Funding Source Wells Fargo Grant - BA Discretionary

Verification of Fund Availability Donna Business Manager

Disposition

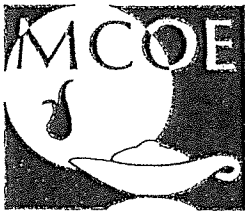
Approved ☒ Denied _____ Date 5/16/11 [Signature], School Principal

Approved _____ Denied _____ Date _____, Superintendent

Approved _____ Denied _____ Date _____, Board of Trustees

9/14/09
Business Office

This is a culmination activity to my Teacher - Ranger - Teacher program with the National Park Service. Students will be asked to donate towards expenses so total expenses will be significantly less than \$184.30



MARIN COUNTY OFFICE OF EDUCATION

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SAN RAFAEL, CA 94913-4925
marincoe@marin.k12.ca.us

MARY JANE BURKE
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

(415) 472-4110
FAX (415) 491-6625

VENDOR PAYMENT CERTIFICATION

Date 4/20/11

District Name SAUSALITO MARIN CITY District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 93,900.14.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>57</u>	<u>88,911.76</u>
<u>13</u>	<u>57</u>	<u>1,738.38</u>
<u>40</u>	<u>57</u>	<u>3,250.00</u>

Authorized Signature Margaret Donnell

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0057 GENERAL FUND
: 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE										ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION		

02931047	070374/	ANOVA CENTER FOR EDUCATION													
		PO-110185	1.	01	6500	0-5833	00	5750	1185	700	000	000	34296	4,337.34	
		WARRANT TOTAL													\$4,337.34
02931048	002896/	ARMOR LOCKSMITH													
		PV-110637		01	8150	0-5600	00	0000	8110	735	000	000	39103	138.94	
				01	8150	0-5600	00	0000	8110	735	000	000	10002	35.90	
		WARRANT TOTAL													\$174.84
02931049	070198/	ARROWHEAD													
		PO-110005	1.	01	0000	0-4300	00	0000	7200	725	000	000	4/11	98.37	
			2.	01	0000	0-4300	00	1110	1010	100	000	000	4/11	55.30	
			3.	01	0000	0-4300	00	1110	1010	101	000	000	4/11	54.40	
		WARRANT TOTAL													\$208.07
02931050	070600/	ARTEX MANUFACTURING													
		PO-110349	1.	01	9476	0-4300	00	1110	1010	700	000	000	44130	1,136.55	
		WARRANT TOTAL													\$1,136.55
02931051	070329/	AT&T CALNET 2													
		PO-110278	1.	01	0000	0-5970	00	0000	2700	700	000	000	4/11	102.28	
			1.	01	0000	0-5970	00	0000	2700	700	000	000	4/11	57.16	
			1.	01	0000	0-5970	00	0000	2700	700	000	000	4/11	70.05	
			1.	01	0000	0-5970	00	0000	2700	700	000	000	4/11	13.07	
		PO-110353	1.	01	0000	0-5970	00	0000	7200	700	000	000	4/11	14.32	
			1.	01	0000	0-5970	00	0000	7200	700	000	000	4/11	35.86	
			1.	01	0000	0-5970	00	0000	7200	700	000	000	4/11	14.02	
			1.	01	0000	0-5970	00	0000	7200	700	000	000	4/11	14.97	
			1.	01	0000	0-5970	00	0000	7200	700	000	000	4/11	60.45	
			1.	01	0000	0-5970	00	0000	7200	700	000	000	4/11	15.29	

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0057 GENERAL FUND
: 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
		1.	01-0000-0-5970.00-0000-7200-700-000-000	4/11		35.86
		1.	01-0000-0-5970.00-0000-7200-700-000-000	4/11		15.32
			WARRANT TOTAL			\$448.65
02931052	001378/	BAY AREA COMMUNITY RESOURCES				
	PO-110174	2.	01-3010-0-5840.00-0000-3110-700-000-000	1102004		26,748.50
			WARRANT TOTAL			\$26,748.50
02931053	070341/	LEE BOHLMANN				
	PO-110248	1.	01-0000-0-5849.00-0000-7180-725-000-350	Phase III, 4-5/11		2,000.00
			WARRANT TOTAL			\$2,000.00
02931054	070308/	CDW-G				
	PV-110643		01-8150-0-4300.00-0000-8100-735-000-000	WZW7212		25.30
			WARRANT TOTAL			\$25.30
02931055	002183/	TRELLIS CONDRA				
	PV-110639		01-0000-0-4300.00-1110-1010-101-000-000	Uniforms		61.17
			WARRANT TOTAL			\$61.17
02931056	070602/	EBS HEALTHCARE				
	PV-110646		01-6500-0-5800.00-5770-1190-700-000-000	206067, 206201		5,661.00
			WARRANT TOTAL			\$5,661.00
02931057	002345/	EMPIRE ELEVATOR CO INC				
	PO-110314	1.	01-8150-0-5600.00-0000-8110-735-000-000	61980		220.00
	PO-110328	1.	01-8150-0-5600.00-0000-8110-735-000-000	61980		80.00
			WARRANT TOTAL			\$300.00
02931058	070263/	FEDEX				
	PV-110644		01-0000-0-5960.00-0000-7200-725-000-000	7-460-67471		20.96
			WARRANT TOTAL			\$20.96
02931059	002270/	FISHMAN SUPPLY CO.				
	PO-110273	1.	01-0000-0-4300.00-0000-8211-735-000-000	832960		183.50
			WARRANT TOTAL			\$183.50

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0057 GENERAL FUND
: 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
02931060	070077/	LINCOLN FINANCIAL GROUP				
		PO-110017	1. 01-0000-0-3901.00-0000-7150-725-000-000		4th Quarter	480.40
			WARRANT TOTAL			\$480.40
02931061	000045/	MARIN COUNTY OFFICE OF EDUC				
		PO-110187	1. 01-0000-0-5940.00-0000-2700-700-000-000		110976	450.00
		PO-110245	1. 01-0000-0-5210.00-0000-7110-725-000-000		110942	73.13
			WARRANT TOTAL			\$523.13
02931062	070412/	MARINSHIP SELF STORAGE				
		PO-110063	1. 01-0000-0-5840.00-0000-8110-735-000-000		4/11	299.00
			WARRANT TOTAL			\$299.00
02931063	070447/	MAXIM HEALTHCARE SERVICES				
		PO-110173	1. 01-0000-0-5840.00-0000-3140-100-000-000		8589957-A84	600.00
		PO-110282	1. 01-6500-0-5835.00-5770-1182-700-000-000		8575339-A84	530.00
			1. 01-6500-0-5835.00-5770-1182-700-000-000		8589957-A84	1,033.50
			WARRANT TOTAL			\$2,163.50
02931064	000899/	MICHAEL'S TRANSPORTATION SERV				
		PV-110642	01-0000-0-5840.00-0000-3600-700-000-000		65037	500.00
			WARRANT TOTAL			\$500.00
02931065	001927/	MILL VALLEY SERVICES				
		PO-110346	1. 01-0000-0-5841.00-0000-2700-700-000-000		583208	176.58
			WARRANT TOTAL			\$176.58
02931066	001248/	NELSON STAFFING SOLUTIONS				
		PV-110640	01-0000-0-5845.00-0000-2700-700-000-000		5250639	229.69
			WARRANT TOTAL			\$229.69
02931067	070487/	OTTO PACIFIC BUILDERS				
		PO-110350	1. 01-3200-0-5840.00-0000-8110-101-000-000		144	17,850.00
			WARRANT TOTAL			\$17,850.00
02931068	070523/	PERRY & ASSOCIATES INC.				
		PO-110113	1. 01-9479-0-5840.00-0000-2100-101-000-000		3/2 & 3/21/11	3,400.00

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0057 GENERAL FUND
: 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT									
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION		
WARRANT TOTAL														\$3,400.00	
02931069	002644/	PROGRESSIVE GIFTS													
		PO-110344	1.	01	0000	0-4300.00-0000-7110-725-000-000							82784	531.98	
WARRANT TOTAL														\$531.98	
02931070	070492/	SOUND AND SIGNAL													
		PV-110641		01	8150	0-5600.00-0000-8110-735-000-000							23916	159.00	
WARRANT TOTAL														\$159.00	
02931071	001953/	SPECTRUM CENTER													
		PO-110127	1.	01	6500	0-5833.00-5750-1185-700-000-000							83353-3/11	9,250.56	
		PO-110251	1.	01	6500	0-5833.00-5750-1185-700-000-000							83352-3/11	5,749.92	
		PO-110339	1.	01	6500	0-5833.00-5750-1185-700-000-000							3/11	4,443.12	
WARRANT TOTAL														\$19,443.60	
02931072	002834/	TIMELY TRANSPORTATION													
		PO-110019	1.	01	7230	0-5840.00-1110-3600-700-000-000							May 11 FOM	1,849.00	
WARRANT TOTAL														\$1,849.00	
*** FUND	TOTALS ***	TOTAL NUMBER OF WARRANTS: 26												TOTAL AMOUNT OF WARRANTS:	\$88,911.76*

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0057 GENERAL FUND
: 13 CAFETERIA FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT
02931073	070213/	PREFERRED MEAL SYSTEMS												
		PV-110636				13-5310-0-5840.00-0000-3700-100-000-000							10523725	1,173.73
						13-5310-0-5840.00-0000-3700-101-000-000							10523726	348.01
						13-5310-0-5840.00-0000-3700-700-000-000							10523725	216.64
						WARRANT TOTAL								\$1,738.38
*** FUND	TOTALS ***					TOTAL NUMBER OF WARRANTS:	1						TOTAL AMOUNT OF WARRANTS:	\$1,738.38*

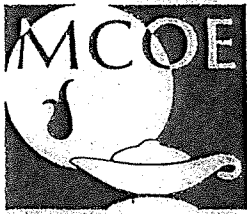
DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0057 GENERAL FUND

: 40 SPECIAL RESERVE-CAP OUTLAY #1

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT
02931074	070601/	ORBACH HUFF SUAREZ LLP												
		PV-110638		40-0000-0-5829.00-0000-8500-103-000-103									60952	3,250.00
													WARRANT TOTAL	\$3,250.00
*** FUND	TOTALS ***					TOTAL NUMBER OF WARRANTS:	1						TOTAL AMOUNT OF WARRANTS:	\$3,250.00*
*** BATCH	TOTALS ***					TOTAL NUMBER OF WARRANTS:	28						TOTAL AMOUNT OF WARRANTS:	\$93,900.14*
*** DISTRICT	TOTALS ***					TOTAL NUMBER OF WARRANTS:	28						TOTAL AMOUNT OF WARRANTS:	\$93,900.14*

***** END OF REPORT *****



MARIN COUNTY OFFICE OF EDUCATION

1111 LAS GALLINAS AVENUE/P.O. BOX 4925
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MARY JANE BURKE
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

(415) 472-4110
FAX (415) 491-6625

VENDOR PAYMENT CERTIFICATION

Date 4/27/11

District Name SAUSALITO MARIN CITY

District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 81,163.49.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>58</u>	<u>48,474.05</u>
<u>13</u>	<u>58</u>	<u>1,886.03</u>
<u>40</u>	<u>58</u>	<u>30,803.41</u>
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Authorized Signature

M. Donati

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0058 GENERAL FUND

FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
02931851	002765/	ALADDINS AUTOMOTIVE				
		PV-110656	01-0240-0-5600.00-0000-3600-700-000-000	330112		231.36
			WARRANT TOTAL			\$231.36
02931852	000192/	AT&T				
		PO-110006	1. 01-0000-0-5970.00-0000-2700-000-000-000	234 343 6954 760 3		1,475.00
			WARRANT TOTAL			\$1,475.00
02931853	070010/	DEBRA BRADLEY				
		PV-110650	01-0000-0-5210.00-0000-7150-725-000-000	Reimb.		25.00
			01-0000-0-5300.00-0000-7150-725-000-000	Reimb.		203.98
			WARRANT TOTAL			\$228.98
02931854	070593/	BRIDGE THE GAP COLLEGE PREP				
		PO-110330	1. 01-9479-0-5840.00-1110-1010-101-000-000	3		7,553.75
			WARRANT TOTAL			\$7,553.75
02931855	002547/	DISCOVERY OFFICE SYSTEMS				
		PV-110649	01-0000-0-5605.00-0000-7200-725-000-000	55E1056330		627.61
			WARRANT TOTAL			\$627.61
02931856	070511/	ASCHA DRAKE				
		PO-110078	1. 01-9476-0-5849.00-1451-2150-700-000-000	4/11		3,333.00
		PV-110657	01-9476-0-4300.00-1110-1010-700-000-000	Reimb. Art Supplies		87.22
			WARRANT TOTAL			\$3,420.22
02931857	002270/	FISHMAN SUPPLY CO.				
		PO-110273	1. 01-0000-0-4300.00-0000-8211-735-000-000	834646		368.05
			WARRANT TOTAL			\$368.05
02931858	000023/	GOODMAN BUILDING SUPPLY CO.				
		PO-110094	1. 01-8150-0-4300.00-0000-8100-735-000-000	Due 5/11/11		102.48
			WARRANT TOTAL			\$102.48
02931859	070599/	GRAPHIC EDGE				
		PO-110347	1. 01-9474-0-4300.00-1110-1010-101-000-000	517033		474.92

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0058 GENERAL FUND

FUND: 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	
WARRANT TOTAL														\$474.92
02931860	070463/	HIGH DEFINITION HOME INC.												
		PO-110244	1.	01	-8150-0-4300.00-0000-8100-735-000-000								5304	297.50
WARRANT TOTAL														\$297.50
02931861	000701/	HYDREX PEST CONTROL												
		PO-110014	1.	01	-0000-0-5525.00-0000-8200-000-000-000								3/11 - 3 sites	349.00
WARRANT TOTAL														\$349.00
02931862	070454/	LIEBERT CASSIDY WHITMORE												
		PO-110262	1.	01	-0000-0-5829.00-0000-7100-000-000-000								130067	5,011.28
			1.	01	-0000-0-5829.00-0000-7100-000-000-000								130069	2,016.00
			1.	01	-0000-0-5829.00-0000-7100-000-000-000								130070	8,560.60
WARRANT TOTAL														\$15,587.88
02931863	002880/	CRAIG LUBEY												
		PV-110651			01-3200-0-5840.00-0000-7705-700-000-000								1104	1,987.50
WARRANT TOTAL														\$1,987.50
02931864	000045/	MARIN COUNTY OFFICE OF EDUC												
		PV-110655			01-0000-0-4300.00-0000-7110-725-000-000								111007	12.00
WARRANT TOTAL														\$12.00
02931865	000117/	MARIN SCHOOLS JPA/VISION												
		PV-110660			01-0000-0-9520.00-0000-0000-000-000-000								5/11	422.72
WARRANT TOTAL														\$422.72
02931866	070598/	MASTER WHOLESALE SUPPLY												
		PO-110348	1.	01	-0000-0-4300.00-1110-1010-100-000-000								601481	48.79
WARRANT TOTAL														\$48.79
02931867	070447/	MAXIM HEALTHCARE SERVICES												
		PO-110173	1.	01	-0000-0-5840.00-0000-3140-100-000-000								8606008-A84	600.00
		PO-110282	1.	01	-6500-0-5835.00-5770-1182-700-000-000								8606008-A84	1,934.50
WARRANT TOTAL														\$2,534.50

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0058 GENERAL FUND

FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
02931868	000899/	MICHAEL'S TRANSPORTATION SERV				
		PV-110653	01-0000-0-5840.00-0000-3600-700-000-000	65113		1,070.00
			WARRANT TOTAL			\$1,070.00
02931869	000015/	MSIA DENTAL				
		PV-110659	01-0000-0-9520.00-0000-0000-000-000-000	5/11		3,341.26
			WARRANT TOTAL			\$3,341.26
02931870	001248/	NELSON STAFFING SOLUTIONS				
		PV-110654	01-0000-0-5845.00-0000-2700-700-000-000	5251716		157.50
			WARRANT TOTAL			\$157.50
02931871	000058/	P G & E CO				
		PO-110001	1. 01-0000-0-5510.00-0000-8200-000-000-000	Due 5/6/11		345.28
			1. 01-0000-0-5510.00-0000-8200-000-000-000	Due 5/6/11		683.38
			1. 01-0000-0-5510.00-0000-8200-000-000-000	Due 5/6/11		1,379.30
			1. 01-0000-0-5510.00-0000-8200-000-000-000	Due 5/6/11		29.94
			1. 01-0000-0-5510.00-0000-8200-000-000-000	Due 5/6/11		152.71
			1. 01-0000-0-5510.00-0000-8200-000-000-000	Due 5/6/11		2,096.44
			1. 01-0000-0-5510.00-0000-8200-000-000-000	Due 5/9/11		20.49
			WARRANT TOTAL			\$4,707.54
02931872	070576/	PARENT SERVICES PROJECT				
		PO-110297	1. 01-3010-0-5840.00-0000-2495-000-000-000	1071		3,000.00
			WARRANT TOTAL			\$3,000.00
02931873	001206/	SHELL OIL CO.				
		PV-110648	01-0000-0-4301.00-0000-8110-700-000-000	Due 5/14/11		188.00
			WARRANT TOTAL			\$188.00
02931874	070586/	SANDIE SPOERING				
		PV-110647	01-9479-0-4300.00-0000-2700-101-000-000	Reimb.		27.24
			WARRANT TOTAL			\$27.24

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0058 GENERAL FUND

FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	
02931875	001981/	SHIRLEY THORNTON				
		PV-110652	01-0000-0-5210.00-0000-7110-725-000-000		Reimb. NSBA Meeting	260.25
			WARRANT TOTAL			\$260.25
*** FUND	TOTALS ***		TOTAL NUMBER OF WARRANTS: 25		TOTAL AMOUNT OF WARRANTS:	\$48,474.05*

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0058 GENERAL FUND
: 13 CAFETERIA FUND

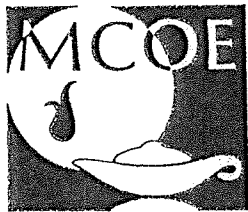
WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	
02931876	070213/	PREFERRED MEAL SYSTEMS				
		PV-110658	13-5310-0-5840.00-0000-3700-100-000-000	10525900		1,211.93
			13-5310-0-5840.00-0000-3700-101-000-000	10525901		423.45
			13-5310-0-5840.00-0000-3700-700-000-000	10525900		250.65
			WARRANT TOTAL			\$1,886.03
*** FUND	TOTALS ***		TOTAL NUMBER OF WARRANTS: 1		TOTAL AMOUNT OF WARRANTS:	\$1,886.03*

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0058 GENERAL FUND

FUND : 40 SPECIAL RESERVE-CAP OUTLAY #1

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT
02931877	070519/	C+A ARCHITECTS												
		PO-110095	1.	40-0000-0-6210.00-0000-8500-103-000-103									21004.7	30,803.41
													WARRANT TOTAL	\$30,803.41
*** FUND	TOTALS ***					TOTAL NUMBER OF WARRANTS:	1						TOTAL AMOUNT OF WARRANTS:	\$30,803.41*
*** BATCH	TOTALS ***					TOTAL NUMBER OF WARRANTS:	27						TOTAL AMOUNT OF WARRANTS:	\$81,163.49*
*** DISTRICT	TOTALS ***					TOTAL NUMBER OF WARRANTS:	27						TOTAL AMOUNT OF WARRANTS:	\$81,163.49*

***** END OF REPORT *****



MARIN COUNTY OFFICE OF EDUCATION

1111 LAS GALLINAS AVENUE/P.O. BOX 4925
SAN RAFAEL, CA 94913-4925
marincoe@marin.k12.ca.us

MARY JANE BURKE
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

(415) 472-4110
FAX (415) 491-6625

VENDOR PAYMENT CERTIFICATION

Date _____

District Name SAUSALITO MARIN CITY District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 207,491.27.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>59</u>	<u>204,554.35</u>
<u>13</u>	<u>59</u>	<u>2,292.92</u>
<u>40</u>	<u>59</u>	<u>644.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Signature Margaret D. Smith

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0059 GENERAL FUND

FUND: 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT									
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION		
02932496	002765/	ALADDINS AUTOMOTIVE													
		PV-110676		01	-0240	-0	-5840	.00	-0000	-3600	-700	-000	-000	410112, 416112	1,068.39
				01	-8150	-0	-5600	.00	-0000	-8110	-735	-000	-000	410112, 416112	1,173.82
													WARRANT TOTAL	\$2,242.21	
02932497	000609/	AMERICAN EXPRESS													
		PV-110665		01	-0000	-0	-4300	.00	-0000	-7150	-725	-000	-000	Books-Bradley	642.79
				01	-0000	-0	-4300	.00	-0000	-7200	-725	-000	-000	Staples	39.41
				01	-0000	-0	-5210	.00	-0000	-7150	-725	-000	-000	Bradley - Transp. & Meals	462.00
				01	-0000	-0	-5210	.00	-0000	-7150	-725	-000	-000	ASCD Conf.	350.71
				01	-0000	-0	-5210	.00	-0000	-7150	-725	-000	-000	ASK Inc. Bradley	56.00
				01	-0000	-0	-5220	.00	-0000	-7150	-725	-000	-000	Mollie Stone	33.05
				01	-0000	-0	-5300	.00	-0000	-7150	-725	-000	-000	Bradley Annual Fee	35.00
				01	-0000	-0	-5960	.00	-0000	-7200	-725	-000	-000	Post Office	26.10
				01	-9472	-0	-4300	.00	-0000	-2700	-100	-000	-000	Pre k-3 Meetings	143.66
				01	-9472	-0	-5210	.00	-1110	-1010	-100	-000	-000	Hotel & Flight -Orlando Conf.	5,216.56
				01	-9479	-0	-4300	.00	-0000	-2700	-101	-000	-000	Extended Day Food	706.37
													WARRANT TOTAL	\$7,711.65	
02932498	070603/	AMERICAN SOIL & STONE													
		PO-110352	1.	01	-9471	-0	-4300	.00	-1110	-1010	-000	-000	-000	20694	196.20
													WARRANT TOTAL	\$196.20	
02932499	070358/	AT&T													
		PO-110008	1.	01	-0000	-0	-5970	.00	-0000	-2700	-700	-000	-000	332 3190	37.87
													WARRANT TOTAL	\$37.87	
02932500	070329/	AT&T CALNET 2													
		PO-110353	1.	01	-0000	-0	-5970	.00	-0000	-7200	-700	-000	-000	4/11	14.27
			1.	01	-0000	-0	-5970	.00	-0000	-7200	-700	-000	-000	4/11	13.01

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0059 GENERAL FUND

FI : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM DESCRIPTION	ACCOUNT NUM	AMOUNT
		1. 01-0000-0-5970.00-0000-7200-700-000-000		4/11		13.95
		1. 01-0000-0-5970.00-0000-7200-700-000-000		4/11		220.43
		1. 01-0000-0-5970.00-0000-7200-700-000-000		4/11		176.74
		1. 01-0000-0-5970.00-0000-7200-700-000-000		4/11		13.02
		1. 01-0000-0-5970.00-0000-7200-700-000-000		4/11		13.01
		WARRANT TOTAL				\$464.43
02932501	000006/	BAY CITIES REFUSE INC				
		PO-110003 1. 01-0000-0-5550.00-0000-8200-000-000-000		Bayside		1,672.40
		1. 01-0000-0-5550.00-0000-8200-000-000-000		Manzanita		670.95
		WARRANT TOTAL				\$2,343.35
02932502	070591/	BRIDGEWAY BAGEL				
		PV-110667 01-9479-0-4300.00-0000-2700-101-000-000		4/11		175.44
		WARRANT TOTAL				\$175.44
02932503	070596/	BUCKS SAW SERVICE				
		PO-110345 1. 01-8150-0-5600.00-0000-8110-735-000-000		250979		93.78
		WARRANT TOTAL				\$93.78
02932504	070308/	CDW-G				
		PO-110354 1. 01-0000-0-4300.00-1110-1010-100-000-000		XFX9575		275.25
		PO-110358 1. 01-9476-0-4300.00-1451-1010-700-000-000		XGB6747		522.92
		WARRANT TOTAL				\$798.17
02932505	070602/	EBS HEALTHCARE				
		PV-110663 01-6500-0-5800.00-5770-1190-700-000-000		206752		1,554.00
		WARRANT TOTAL				\$1,554.00
02932506	002362/	EDUCATIONAL & PSYCHOLOGICAL				
		PO-110012 1. 01-6500-0-5800.00-5001-2110-700-000-000		5/11		3,936.66
		PV-110661 01-0240-0-5840.00-0000-3910-101-000-000		5/11		4,750.00
		WARRANT TOTAL				\$8,686.66

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0059 GENERAL FUND

FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
02932507	002345/	EMPIRE ELEVATOR CO INC				
		PO-110328 1. 01-8150-0-5600.00-0000-8110-735-000-000		62448		110.00
		WARRANT TOTAL				\$110.00
02932508	002601/	FIRST STUDENT INC.				
		PV-110669 01-0000-0-5840.00-0000-3600-700-000-000		10514390		1,810.00
		WARRANT TOTAL				\$1,810.00
02932509	070604/	HARTFORD BADGES				
		PO-110359 1. 01-0000-0-4300.00-1110-1010-100-000-000		31583		351.00
		WARRANT TOTAL				\$351.00
02932510	001611/	HEALTH NET				
		PV-110672 01-0000-0-9520.00-0000-0000-000-000-000		5/11		675.85
		WARRANT TOTAL				\$675.85
02932511	070132/	HSBC BUSINESS SOLUTIONS				
		PV-110679 01-0000-0-4300.00-0000-7200-725-000-000		4/11		11.82
		01-0000-0-4300.00-1110-1010-101-000-000		4/11		152.85
		WARRANT TOTAL				\$164.67
02932512	000039/	KAISER FOUNDATION				
		PV-110674 01-0000-0-3402.00-0000-7110-725-000-000		16734-0001		1,001.08
		01-0000-0-9520.00-0000-0000-000-000-000		16734-0001		8,324.02
		01-0000-0-9520.00-0000-0000-000-000-000		578-0002		7,345.78
		01-0000-0-9521.00-0000-0000-000-000-000		578-7000		493.11
		01-0000-0-9521.00-0000-0000-000-000-000		16734-7000		2,552.76
		WARRANT TOTAL				\$19,716.75
02932513	070454/	LIEBERT CASSIDY WHITMORE				
		PO-110262 1. 01-0000-0-5829.00-0000-7100-000-000-000		130068		2,100.00
		WARRANT TOTAL				\$2,100.00
02932514	000045/	MARIN COUNTY OFFICE OF EDUC				
		PV-110678 01-9001-0-7142.00-5001-9200-700-000-000		111027		119,974.20

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0059 GENERAL FUND

FUND: 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
WARRANT TOTAL						\$119,974.20
02932515	000899/	MICHAEL'S TRANSPORTATION SERV				
		PV-110666	01-0000-0-5840.00-0000-3600-700-000-000	65374		258.00
			WARRANT TOTAL			\$258.00
02932516	001927/	MILL VALLEY SERVICES				
		PO-110357	1. 01-0000-0-4300.00-0000-7150-725-000-000	72822		29.77
			2. 01-0000-0-4365.00-0000-7200-725-000-000	72822		435.62
			WARRANT TOTAL			\$465.39
02932517	070107/	VIDA MOATTAR				
		PV-110677	01-0000-0-5230.00-0000-7300-725-000-000	Mileage 4/11		29.40
			WARRANT TOTAL			\$29.40
02932518	070487/	OTTO PACIFIC BUILDERS				
		PO-110350	1. 01-3200-0-5840.00-0000-8110-101-000-000	147		17,850.00
			WARRANT TOTAL			\$17,850.00
02932519	000058/	P G & E CO				
		PO-110001	1. 01-0000-0-5510.00-0000-8200-000-000-000	Due 5/9/11		21.88
			1. 01-0000-0-5510.00-0000-8200-000-000-000	Due 5/9/11		361.65
			1. 01-0000-0-5510.00-0000-8200-000-000-000	Due 5/9/11		261.84
			1. 01-0000-0-5510.00-0000-8200-000-000-000	Due 5/9/11		196.30
			WARRANT TOTAL			\$841.67
02932520	070222/	PROTECTION ONE				
		PO-110015	2. 01-0000-0-5840.00-0000-8300-100-000-000	5/11		62.52
			3. 01-0000-0-5840.00-0000-8300-101-000-000	5/11		572.08
			WARRANT TOTAL			\$634.60
02932521	070264/	DONNA RICHARDSON				
		PV-110668	01-3010-0-5230.00-1110-1010-700-000-000	4/11		269.28
			WARRANT TOTAL			\$269.28

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0059 GENERAL FUND

FUND: 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
02932522	070406/	SILYCO				
		PO-110024	1. 01-0000-0-5837.00-0000-2420-700-000-000	APR2011		800.00
			2. 01-0000-0-5849.00-0000-7180-725-000-000	APR2011		2,800.00
			WARRANT TOTAL			\$3,600.00
02932523	002545/	SONITROL				
		PO-110252	1. 01-0025-0-6200.00-0000-8500-101-000-000	262218		7,867.70
			2. 01-8150-0-5600.00-0000-8110-735-000-000	262218		2,293.16
		PO-110257	1. 01-0000-0-5840.00-0000-8300-101-000-000	262219-IN		345.15
			WARRANT TOTAL			\$10,506.01
02932524	070200/	STANDARD INSURANCE COMPANY CB				
		PV-110675	01-0000-0-9520.00-0000-0000-000-000-000	5/11		277.05
			WARRANT TOTAL			\$277.05
02932525	070367/	TIME CLOCK INC.				
		PO-110035	1. 01-0000-0-5849.00-0000-7200-000-000-000	PA48399.1		150.42
			WARRANT TOTAL			\$150.42
02932526	070494/	BROOKE TOCZYLOWSKI				
		PV-110671	01-9476-0-5240.00-1110-1010-103-000-000	Staff Dev. 4/11		23.45
			WARRANT TOTAL			\$23.45
02932527	070120/	UNIVERSITY OF OREGON				
		PV-110673	01-0000-0-4300.00-1110-1010-100-000-000	11-1500-B		122.00
			WARRANT TOTAL			\$122.00
02932528	000078/	WATERSTREET CO				
		PO-110156	1. 01-8150-0-4300.00-0000-8100-735-000-000	4/31/11		0.60
			WARRANT TOTAL			\$0.60
02932529	002172/	WILLOW CREEK ACADEMY				
		PV-110670	01-9476-0-5240.00-1110-1010-103-000-000	Art Staff Dev. 4/11		320.25
			WARRANT TOTAL			\$320.25
*** FUND	TOTALS ***		TOTAL NUMBER OF WARRANTS: 34	TOTAL AMOUNT OF WARRANTS:		\$204,554.35*

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0059 GENERAL FUND

FI : 13 CAFETERIA FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	
02932530	070213/	PREFERRED MEAL SYSTEMS												
		PV-110662				13-5310-0-5840.00-0000-3700-100-000-000							10530370	1,467.38
						13-5310-0-5840.00-0000-3700-101-000-000							10530371	529.55
						13-5310-0-5840.00-0000-3700-700-000-000							10530370	295.99
						WARRANT TOTAL								\$2,292.92
*** FUND	TOTALS ***					TOTAL NUMBER OF WARRANTS:	1						TOTAL AMOUNT OF WARRANTS:	\$2,292.92*

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0059 GENERAL FUND

FUND : 40 SPECIAL RESERVE-CAP OUTLAY #1

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT
02932531	000006/	BAY CITIES REFUSE INC												
		PV-110664											Debris Box 4/12&15/11	644.00
													WARRANT TOTAL	\$644.00
*** FUND	TOTALS ***					TOTAL NUMBER OF WARRANTS:	1						TOTAL AMOUNT OF WARRANTS:	\$644.00*
*** BATCH	TOTALS ***					TOTAL NUMBER OF WARRANTS:	36						TOTAL AMOUNT OF WARRANTS:	\$207,491.27*
*** DISTRICT	TOTALS ***					TOTAL NUMBER OF WARRANTS:	36						TOTAL AMOUNT OF WARRANTS:	\$207,491.27*

***** END OF REPORT *****



(415) 472-4110
FAX (415) 491-6625

Date 5/11/11

District Name SAUSALITO MARIN CITY District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 142,142.74.

AMOUNT

139 431.67

2711.07

Mitochondrial DNA www.ncbi.nlm.nih.gov/pmc/articles/PMC186079/pdf/jmgenetics.pdf

Source: <http://www.fishbase.org>

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Authorized Signature

Margaret Inwards

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0060 GENERAL FUND
FUND: 01 GENERAL FUND

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 05/13/2011

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC Y	OBJT SO	GOAL FUNC	LOC ACT	GRP	ABA NUM	ACCOUNT NUM		AMOUNT

02933316	001196/	BARBARA ALMQUIST										
		PO-110167	1.	01-	6500-0-5835	00-5770-1182	-700-000-000			4/11		112.50
						WARRANT TOTAL						\$112.50
02933317	070358/	AT&T										
		PO-110008	1.	01-	0000-0-5970	00-0000-2700	-700-000-000			289 0831		31.70
			1.	01-	0000-0-5970	00-0000-2700	-700-000-000			289 0609		31.70
			1.	01-	0000-0-5970	00-0000-2700	-700-000-000			332 7803		55.94
						WARRANT TOTAL						\$119.34
02933318	070452/	CONSERVATION CORPS NORTH BAY										
		PO-110147	1.	01-	9471-0-5840	00-1110-1010	-700-000-000			Final Installment		8,000.00
						WARRANT TOTAL						\$8,000.00
02933319	002547/	DISCOVERY OFFICE SYSTEMS										
		PV-110694		01-	0000-0-5605	00-0000-7200	-725-000-000			55E1059752		172.42
				01-	0000-0-5605	00-1110-1010	-100-000-000			55E1059752		291.99
				01-	0000-0-5605	00-1110-1010	-101-000-000			55E1059752		83.44
						WARRANT TOTAL						\$547.85
02933320	001807/	EMPLOYMENT DEVELOPMENT DEPT.										
		PV-110686		01-	0000-0-9515	00-0000-0000	-000-000-000			942-4117-1		53.09
						WARRANT TOTAL						\$53.09
02933321	070263/	FEDEX										
		PV-110695		01-	0000-0-5960	00-0000-7200	-725-000-000			7-485-99501		20.62
						WARRANT TOTAL						\$20.62
02933322	002601/	FIRST STUDENT INC.										
		PV-110693		01-	0000-0-5840	00-0000-3600	-700-000-000			10525981		4,706.00
						WARRANT TOTAL						\$4,706.00
02933323	001439/	GOLDEN STATE LUMBER										
		PO-110356	1.	01-	8150-0-4300	00-0000-8100	-735-000-000			3549631		215.85
						WARRANT TOTAL						\$215.85

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0060 GENERAL FUND

FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
02933324	070605/	HARRIETT BALL ENTERPRISES				
		PO-110360 1. 01-0000-0-4300.00-1110-1010-100-000-000		34		317.00
		WARRANT TOTAL				\$317.00
02933325	001794/	LOUIE'S DELI				
		PV-110691 01-9472-0-4300.00-0000-2700-100-000-000		4120		108.00
		WARRANT TOTAL				\$108.00
02933326	000580/	MARIN COUNTY SHERIFF DEPART.				
		PV-110687 01-0000-0-5821.00-0000-7200-725-000-000		110563		40.00
		01-9479-0-5821.00-0000-2700-101-000-000		110563		160.00
		WARRANT TOTAL				\$200.00
02933327	001019/	MARIN PUPIL TRANS. AGENCY				
		PV-110696 01-9002-0-7143.00-5001-9200-700-000-000		11-89		20,200.00
		WARRANT TOTAL				\$20,200.00
02933328	070326/	MARIN SANITARY SERVICE				
		PO-110092 1. 01-0000-0-5550.00-0000-8200-000-000-000		27388		21.00
		PV-110684 01-0000-0-5550.00-0000-8200-000-000-000		27388		21.00
		WARRANT TOTAL				\$42.00
02933329	000899/	MICHAEL'S TRANSPORTATION SERV				
		PV-110688 01-0000-0-5840.00-0000-3600-700-000-000		65333		250.00
		01-0000-0-5840.00-0000-3600-700-000-000		65417		258.00
		WARRANT TOTAL				\$508.00
02933330	070587/	MILI				
		PO-110331 1. 01-9479-0-5840.00-1110-1010-101-000-000		1103		6,521.50
		WARRANT TOTAL				\$6,521.50
02933331	001927/	MILL VALLEY SERVICES				
		PO-110363 1. 01-9476-0-4300.00-1110-1010-700-000-000		72954		104.63
		PO-110366 1. 01-0000-0-4300.00-0000-7200-725-000-000		72957		22.87
		WARRANT TOTAL				\$127.50

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0060 GENERAL FUND

: 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
02933332	070071/	MSIA - PROP. LIABILITY				
		PV-110692	01-0000-0-5450.00-0000-7200-700-000-000		MSIA-2011-PL-C030	2,000.00
			WARRANT TOTAL			\$2,000.00
02933333	001248/	NELSON STAFFING SOLUTIONS				
		PV-110689	01-0000-0-5845.00-0000-2700-700-000-000		5253302	157.50
			WARRANT TOTAL			\$157.50
02933334	000058/	P G & E CO				
		PV-110680	01-0240-0-4301.00-0000-3600-700-000-000		3085089005	125.46
			WARRANT TOTAL			\$125.46
02933335	070568/	KERRY SCOLA				
		PV-110690	01-0026-0-4300.00-0000-3150-000-000-000		Reimb. Instructional Materials	40.99
			WARRANT TOTAL			\$40.99
02933336	001811/	STATE OF CALIFORNIA				
		PV-110685	01-9479-0-5821.00-0000-2700-101-000-000		841984	416.00
			01-9479-0-5821.00-0000-2700-101-000-000		846831	64.00
			WARRANT TOTAL			\$480.00
02933337	002834/	TIMELY TRANSPORTATION				
		PO-110019 1.	01-7230-0-5840.00-1110-3600-700-000-000		May 11 Mid	1,849.00
			WARRANT TOTAL			\$1,849.00
02933338	070525/	US BANCORP EQUIP. FINANCE INC				
		PV-110682	01-0000-0-5605.00-1110-1010-100-000-000		176527588	744.47
			WARRANT TOTAL			\$744.47
02933339	002172/	WILLOW CREEK ACADEMY				
		PV-110681	01-0000-0-8096.00-0000-9200-103-000-000		May 2011 In Lieu Payment	92,235.00
			WARRANT TOTAL			\$92,235.00
*** FUND	TOTALS ***		TOTAL NUMBER OF WARRANTS: 24		TOTAL AMOUNT OF WARRANTS:	\$139,431.67*

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0060 GENERAL FUND
: 13 CAFETERIA FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT	
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION			
02933340	000105/	CLOVER-STORNETTA FARMS					
		PV-110683	13-5310-0-5849.00-0000-3700-700-000-000	Bayside		449.10	
			13-5310-0-5849.00-0000-3700-700-000-000	MLK		182.90	
		WARRANT TOTAL				\$632.00	
02933341	070213/	PREFERRED MEAL SYSTEMS					
		PV-110697	13-5310-0-5840.00-0000-3700-100-000-000	10529604		1,042.55	
			13-5310-0-5840.00-0000-3700-101-000-000	10529605		841.29	
			13-5310-0-5840.00-0000-3700-700-000-000	10529604		195.23	
		WARRANT TOTAL				\$2,079.07	
*** FUND		TOTALS ***	TOTAL NUMBER OF WARRANTS: 2		TOTAL AMOUNT OF WARRANTS:	\$2,711.07*	
*** BATCH		TOTALS ***	TOTAL NUMBER OF WARRANTS: 26		TOTAL AMOUNT OF WARRANTS:	\$142,142.74*	
*** DISTRICT		TOTALS ***	TOTAL NUMBER OF WARRANTS: 26		TOTAL AMOUNT OF WARRANTS:	\$142,142.74*	
***** END OF REPORT *****							



Silyco
PO Box 70984
Richmond, CA 94807

PHONE : 510.229.3866
E-MAIL: support@silyco.com
WEB SITE: http://www.silyco.com

Service Agreement

This Agreement is made by and between Silyco (hereinafter "Contractor") and Sausalito Marin City School District (hereinafter "Client").

Silyco to provide Client:

- Consultation & Assessment of Technology needs.
- Friendly & Knowledgeable basic support including but not limited to: *Site technology maintenance; Server and Network management & troubleshooting; Staff and Student assistance; Basic programs & small projects support* ¹
- Flexible weekly site visits, Available phone support, Available remote assistance.
 - Up to 720 on-site hours (Approximately 15 hours / week) . ²
 - Unlimited around-the-clock phone support.
 - Unlimited around-the-clock email support
 - Unlimited remote support.

Cost:

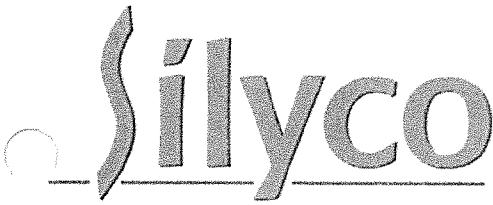
Total: \$43,200 / year

Term: July 1, 2011 to June 30, 2012

Payment: \$3600 per month

Payment Length: 12 months

:INT



Silyco
PO Box 70984
Richmond, CA 94807

PHONE : 510.229.3866
E-MAIL: support@silyco.com
WEB SITE: http://www.silyco.com

Terms & Conditions

- Contractor will provide Client with technology support services for the life of the contract.
 - Responsibilities and duties to be determined.
 - Support schedule to be determined.
- Client shall provide and authorize Contractor unlimited physical, virtual and remote access to facilities, network, servers, workstations, and data needed in order to fulfill support requests.
- Confidentiality
 - Contractor agrees to take all reasonable measures to protect and maintain the confidentiality of the confidential data and information acknowledged or received by Client.
 - Contractor shall not disclose, give or transfer any Confidential Information to any third party without Client's prior written consent.
 - Upon termination of this Agreement, Contractor shall, at Client's request, return all and any documents, information or software containing any of such Confidential Information to Client or destroy it at its own discretion, and delete all of such Confidential Information from any memory devices, and cease to use such Confidential Information.
- Data and Security
 - Contractor agrees to take all reasonable measures to protect and maintain data integrity and security.
 - Contractor can not be held responsible for the compromise of security, data and the hardware appliances containing the data.
 - Compromise can come in a form of physical or virtual intrusion, disaster or accident. Contractor will take all reasonable measures to restore data in an event of a compromise or disaster, but can not guarantee full restoration of data.
- Support will be billed monthly at a rate agreed upon by Contractor and Client on Page 1. Logged support hours will be used for assessments only and may not show on billing invoice.
- Early termination of contract granted to both Client and Contractor. Requires 60-day notice.

 :INT



Silyco
PO Box 70984
Richmond, CA 94807

PHONE : 510.229.3866
E-MAIL: support@silyco.com
WEB SITE: http://www.silyco.com

- 1) Contractor will provide Client with basic programs / small projects support only. Support includes setup and maintenance.
 - a. *Examples of basic program and small projects supported:*
 - i. *Setup of workstations in lab*
 - ii. *Software installation*
 - iii. *Server base application (Rosetta Stone, Renaissance Place).*
 - iv. *Basic database management (Aeries, Laserfiche, etc)*
 - b. *Examples of programs and projects NOT included in basic support:*
 - i. *Infrastructural rewiring of classroom/lab to support setup of workstations.*
 - ii. *Multi-page website creation and daily/weekly content management.*
 - iii. *Installation and monitoring of Solar System or other Solar Arrays.*
 - iv. *Database setup and extended Training (Aeries, Laserfiche, etc)*
- 2) Based on 48 weeks per school year. Fulfilled when district is open for business or accessible. Actual hours virtually unlimited. Extra hours will not be billed, but will be logged and use for assessment of overall future support need and contract.

Sausalito Marin City School District

Board of Trustees Designee / Superintendent: _____

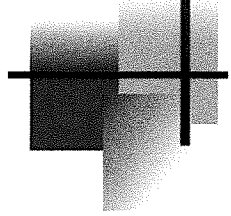
Signature: _____

Silyco

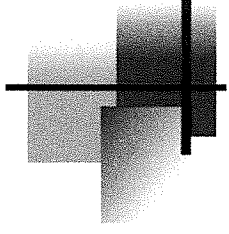
Owner: Mark Tong

Signature: _____

Efficiency and Effectiveness



**Integrating Shared Services
into District Goals**



Efficiency and Effectiveness Task Force Purpose Statement

The purpose of the E2 Task Force is to work with school districts in Marin to study, analyze and promote best practices related to shared services. Our goal is to maximize resources to support student learning. This includes exploring how we may leverage our collective strengths, focusing on economies of scale and reducing redundant efforts, while ensuring the benefits of local control.



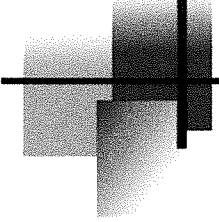
Our recommendations

- Develop shared services goals and accountability measures with countywide educational committees.
- Include goals for shared services in district strategic plans
- Institute collaborative purchasing programs
- Develop and refine consistent financial analysis reports



Include goals for shared services in district strategic plans

- E2 committee reps meet with each school district board and present a resolution for approval
- Request that each district annually update their district shared services report
- We are asking each district to help drive the concept of shared service to the district staff.



Where do we go from here

- We will continue to gather information on shared service annually from all districts
- We will gather together in the fall and spring to celebrate and learn about our progress
- Website with report and reference materials
www.marinschools.org/EfficiencyEffectiveness



This is about a Cultural Change

**We need to recognize we are talking about a
cultural change throughout our
organizations**

We need to make it cool to share

We need to be proactive and plan ahead

Sausalito Marin City School District Board of Trustees

RESOLUTION NO. 638

Endorsement of the Efficiency and Effectiveness Task Force Report 2011

WHEREAS, the Sausalito Marin City School District Board of Trustees understands its role as the stewards of public funds and the quality of education; and

WHEREAS, the Board continuously focuses on efficiency and effectiveness to ensure that quality educational programs are provided for all students and that these programs are cost-effective and accountable; and

WHEREAS, the Efficiency and Effectiveness Task Force composed of school district Trustees and Superintendents, was formed in 2009 to work with school districts in Marin County to study, analyze and promote best practices related to shared services; and

WHEREAS, the Sausalito Marin City School District Board of Trustees supports exploring our collective strengths, focusing on economies of scale and reducing redundant efforts, while ensuring the benefits of local control as set forth in the "FINAL REPORT of The Efficiency and Effectiveness Task Force of the Marin County School Districts, March 2011" which the Board has reviewed; and

NOW, THEREFORE, BE IT RESOLVED that the Sausalito Marin City School District Board of Trustees will commit to the following "shared services" practices:

1. To include the shared services goals in the district's strategic planning process
2. To have staff regularly report to the Board on the progress of any shared services
3. To report annually shared services accomplishments to the Marin County Efficiency and Effectiveness Task Force

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board commends the work of the Marin County Efficiency and Effective Task Force and its March 2011 Report.

PASSED AND ADOPTED by Sausalito Marin City School District Board of Trustees at a regular meeting held on the 24th day of May, 2011 by the following vote:

AYES:

NOES:

ABSENT:

Thomas Newmeyer, President
Sausalito Marin City School District Board of Trustees

MEETING DATE

11/24/2011

MEETING TYPE

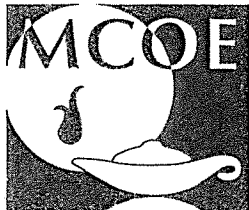
Regular

SIGNED DOCUMENTS

AND

DOCUMENTS DISTRIBUTED

AT THE MEETING



MARIN COUNTY

OFFICE OF EDUCATION

1111 LAS GALLINAS AVENUE/P.O. BOX 4925
SAN RAFAEL, CA 94913-4925
marincoe@marin.k12.ca.us

MARY JANE BURKE
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

(415) 472-4110
FAX (415) 491-6625

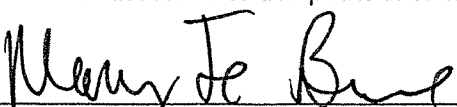
2011-2012 AGREEMENT

This **AGREEMENT** is by and between the Sausalito Marin City School District (hereinafter referred to as the "District") and the Marin County Superintendent of Schools (hereinafter referred to as the "Superintendent.")


The parties agree as follows:

1. The Superintendent shall provide the District with the following services for a period beginning July 1, 2011 through June 30, 2012, utilizing personnel hired by the Superintendent:
 - a. Superintendent Services — 90 days
 - b. Special Education Services — 67 days
 - c. Vice Principal Services — 200 days
 - d. Instructional/Behavior Coach — 90 days
2. The Superintendent shall provide the District with the following services for a period beginning July 1, 2011 through January 2012, utilizing personnel hired by the Superintendent or until a permanent District Business Services Manager is secured. Recruitment will begin immediately.
 - a. Business Services — Manager (Up to 60 days) and an Accountant (Up to 60 days)
3. The District will reimburse the Superintendent for the costs of these services as set forth on the attached chart of costs. These costs include base salary, health and welfare, payroll driven costs and an indirect cost of 5%.
4. Work year calendars for each position will be mutually developed. It is recognized by both parties that these calendars may be modified upon approval by the Superintendent providing that the total number of work days is not changed without agreement by both parties.
5. Both parties shall meet as needed to review the services provided pursuant to this Agreement.

The term of this **Agreement** shall be from July 1, 2011 through and including June 30, 2012. Either party may terminate this **Agreement** for no reason upon giving the other party 90 days written notice. In the event such notice is given, the District shall reimburse the Superintendent for all costs incurred to the point of termination.



MARY JANE BURKE
Marin County Superintendent of Schools



THOMAS NEWMAYER, President
Board of Trustees
Sausalito Marin City School District

COST OF SERVICE

Position	Proposed	
	Amount	Days
Superintendent	\$111,940	90
Business Manager	\$51,131	60
Accountant	\$30,237	60
Sub Total Business	\$81,368	120
Vice Principal Services	\$118,700	200
Special Education Director	\$43,860	67
Instructional/Behavior Coach	\$53,406	90
Totals	\$409,274	567

ADDENDUM

This is an Addendum to the Letter Agreement dated May 19, 2011 by and between the Sausalito Marin City School District and CA Architects for the work to be performed in conjunction with the portable relocation project.

The parties agree that certain work to be performed under the Architectural Services Agreement dated October 14, 2010 by and between the Sausalito Marin City School District and CA Architects will not be performed and CA Architects agrees that the following sums will be credited to the compensation described in the Letter Agreement at the execution of the Letter Agreement:

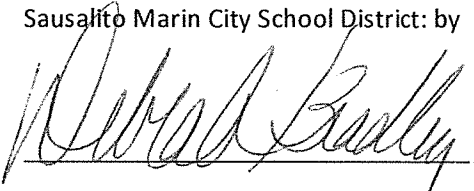
Architect	Construction Administration	\$6,100.00
Civil BFK	Construction Administration	\$4,200.00
Structural TME	Construction Administration	\$4,320.00
Electrical C&N	Construction Administration	<u>\$1,000.00</u>
Total Credit		\$15,620.00

Executed this 25 day of May, 2011.

CA Architects: by

Joshua Cohn, Principal

Sausalito Marin City School District: by



Dr. Debra Bradley, Superintendent



55 Gate Five Road, Suite B, Sausalito, CA 94965

May 19, 2011

Dr. Debra Bradley, Superintendent
Bayside School for Willow Creek Academy
Sausalito Marin City Unified School District
Sausalito, CA 94965

Re: Architectural Services Proposal for Revised Scope of Work

Dear Dr. Bradley,

I am pleased to provide you with a proposal for architectural services for your school, the Sausalito Marin School Unified School District (SMCUSD). Per our discussions, CA Architecture (CA) and its team shall provide you with architectural, civil, electrical and limited landscape design services to provide for the design, documentation and construction administration services for a series of new accessible decks, stairs, accessible parking relocation to serve the existing five (5) portables. It is assumed that the SMSUSD will continue to have the Construction Manager, Mr. Bruce Huff as the authorized representative for the District for the duration of the project. It is my understanding that all information shall be routed through the CM for distribution from the Architect to the District.

I. Scope of Work:

The scope of work shall consist of four (4) basic phases; Design, Documentation, Bidding and Construction administration for the work described in 110513_InstructGC_Rev.pdf (see attached). The design phase shall consist of revising the previous design to keep the existing portables in place and create a deck that links all of the entries of the portables with an accessible path to a newly designed complaint accessible parking. There shall be a linking path to the northern play yard and stairs down to an existing parking lot. It is intended that CA and its team develop documents sufficient for Division of the State Architect (DSA) review and approval, and to form the basis for public bid documents for bids and construction. Each phase shall be reviewed and approved by an authorized representative for the school prior to CA starting the subsequent phase.

A. Design Phase

Based on discussion and meetings with representatives of the school, CA will prepare a Design Plan that reflects the smaller scope of work. This will be used to obtain approvals from the District for the revised design and provide the basis of the subsequent documentation phase. The plan shall be based on basic site information as provided by the SMSUSD and may require additional site survey information to complete our scope of work.

B. Construction Documentation Phase

The outline of our scope of work shall be limited to lower campus only and shall address the requirements for DSA review and approval and bidding. CA will coordinate its consultants to provide documentation to the DSA for review and shall be responsible for addressing comments as they arise from the review in order to obtain approval in a timely fashion. This shall include both plan documents and three-part CSI format specifications

T 1 415 331 7655
F 1 415 331 7656
E info@ca-arch.com



and shall be limited to materials used within the project. It is assumed that the SMCUSD and its agents shall provide the project team with the General Conditions and Division One specifications sufficient for the project.

1. Architectural. Basic coordination of the design team for the completion of construction documents sufficient for review and approval by the DSA and subsequent public bid. Architectural documents in this phase shall include a Cover sheet, Code Review and Compliance, Access and Life Safety Plan, Site Plan, details typical for general design of new walkways, railings and decks as well as details for the accessible parking and access to the classrooms.
2. Civil. Review existing conditions and finalize survey for use in design. Develop Final Grading and Drainage Plan, Utility Plan and Details and related Construction for curbs, ramps, vaults and trenches.
3. Structural. Provide structural documentation for DSA review sufficient to address the wood decks, walkways and deck foundations pads. Details shall include sizing of structural members and their connections for seismic zone 4 and requisite wind loading.
4. Electrical. Provide electrical documentation for DSA review sufficient to address the branch circuit design for exterior lighting and exterior raceway design for voice, data, cable and fire alarm (new heat and smoke detectors in each of the five (5) portables).
5. Landscape Design. Provide basic documentation for landscape located with the (e) Southern play yard only.

C. Bidding Phase

Once the DSA approval has been obtained, CA and its team shall, if needed revise the documents for the Bid Package and will assist SMCUSD and its representatives with preparation of the bid documents the administration of the contract for construction.

D. Construction Administration Phase.

CA and its team shall assist SMCUSD and its representatives with the administration of the contract for construction. It is assumed that the SMCUSD shall appoint a representative that will act as a construction manager (CM) for the duration of the project and that all information and/or communication with the General Contractor (GC) shall go directly through the CM. CA and its team shall make periodic visits during construction commensurate with the scope of work and address RFI's and Submittals for the project. It is assumed that if this proposal is accepted, CA and its team will address these issues and others as described in this proposal within a standard AIA contract with the SMCUSD.

II. Project Schedule:

The schedule for this project will be based on the ability to work immediately once the final contract has been approved. The goal for the schedule is to allow for the construction such that the District may use the classrooms for the Fall of 2011.

- | | |
|-------------------------------|-----------------------------|
| A. Design Phase. | (1-2) weeks minimum |
| B. Documentation Phase | (2) weeks min |
| C. DSA Review. | (1) weeks for review (est.) |

T 1 415 331 7655

F 1 415 331 7656

E info@ca-arch.com



55 Gato Fire Road, Suite B, Concord, CA 94595

D. Bidding

(1-2) weeks minimum.

E. Construction Administration.

(6-8) weeks – Estimated

III. Compensation

Fees for services defined in this proposal are calculated on a lump sum basis and are summarized as follows:

A. Design Phase – NTE

a. Architectural Design and Coordination	2,000.00
b. Civil Documentation BKF Engineers	600.00
c. Structural Design – TME Engineers	1,000.00
d. Electrical Services C&N Engineers	NIC
Total Design Phase	3,600.00

B. Construction Documentation – NTE

a. Architectural	6,000.00
b. Civil – BKF Engineers	4,000.00
c. Structural Design – TME Engineers	7,130.00
d. Electrical Services C&N Engineers	2,000.00
Total Construction Documentation Phase	19,130.00

C. Bidding

a. Architectural (est. based on 4hrs/week)	600.00
Total Bidding Phase	600.00

D. Construction Administration.

a. Architectural (est. based on 6hrs/week)	5,600.00
b. Civil – BKF Engineers	1,500.00 (est.)
c. Structural Design – TME Engineers	4,120.00 (est.)
d. Electrical Services C&N Engineers	500.00
Total Construction Administration	35,050.00

Fee Total estimated

IV. Reimbursable Expenses

In addition to the professional services fees above, we recommend that an allowance of up to \$2,000.00 should estimated to be provided to cover our team's reimbursable expenses for such items as messenger and courier services, document production and reproduction and other miscellaneous costs.



Assumptions and Exclusions

1. All geotechnical and survey information shall be the responsibility of the SMCUSD to provide CA and its team.
2. Previous DSA approvals including all documentation shall be the responsibility of the school to provide CA as required for review by the DSA. CA shall accept no responsibility for the veracity of previously approved information.
3. Access outside the limits of the scope of work for the lower campus for the SMCUSD including general access to the school shall be excluded from the scope of this proposal.
4. Additional review, construction administration or coordination with agencies or outside consultants that have not been specifically outlined in this scope of work.
5. Storm Water Pollution Prevention Plan (SWPPP) shall be excluded from this scope of work, CA shall provide background information as requested by CM.
6. Assume that additional power, data, drainage and water systems are adequate for the portables and our scope is simply to document their respective relocation, distribution and connection.
7. Assume that all work specific to the design of the portables have been previously reviewed and approved with the DSA and comply with all applicable requirements.
8. All mechanical work has been excluded from this proposal as it is assumed that this work has been previously approved as part of the portable approval
9. Changes in the scope of work or schedule may result in additional fees to complete and/or add additional time to the project schedule. CA will require any such modifications to have an approval in writing prior to the commencement of the work.
10. Fire Sprinklers and their design is not included as part of this proposal.
11. Title 24 Energy calculations are excluded from this proposal.
12. Cost estimation and scheduling services are excluded from this proposal.
13. As-BUILTS for the Project shall be considered as outside the scope of our services.

V. Terms and Conditions

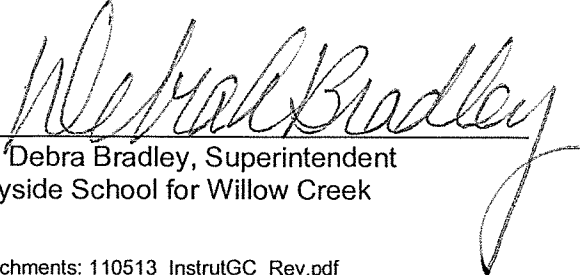
If the above proposal is agreeable to you, we anticipate that we can employ a standard form of an AIA agreement. If you wish to proceed immediately before such an agreement is executed, we ask that an authorized representative sign and date this proposal on the line provided below. If you have any questions regarding the proposed scope or fees presented here, I encourage you to call me.

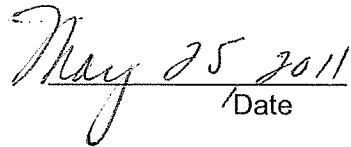
Sincerely,

Joshua Cohn
Principal
CA ARCHITECTS



35 Gate Five Road, Suite B, San Mateo, CA 94403


Dr. Debra Bradley, Superintendent
Bayside School for Willow Creek


Date

Attachments: 110513_InstrutGC_Rev.pdf

End of Document

T 1 415 331 7655
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ADDENDUM

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Architect	Construction Administration	\$6,100.00
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Electrical C&N	Construction Administration	<u>\$1,000.00</u>
Total Credit		\$15,620.00

Executed this 25th day of May, 2011.

CA Architects: by

Joshua Cohn, Principal

Sausalito Marin City School District: by

Debra Bradley
Dr. Debra Bradley, Superintendent

**SMCSO
PORTABLE RELOCATION**

		<u>DESIGN</u>	<u>DOCUMENTATION</u>	<u>BIDDING</u>	<u>ADMINIST</u>	<u>TOTAL</u>
ARCHITECT	CA ARCHITECTURE	14,000.00	28,000.00	1,350.00	5,600.00	48,950.00
STRUCTURAL ENGINEER	TME Engineers	2,000.00	13,130.00	500.00	4,120.00	19,750.00
CIVIL ENGINEER - ONSITE	BKF Engineers	8,500.00	20,300.00	500.00	1,500.00	30,800.00
PLUMBING	FARD Engineers		4,500.00	200.00	500.00	5,200.00
ELECTRICAL	C&N Engineers	1,000.00	3,800.00	500.00	500.00	5,800.00
LIGHTING DESIGN	MM Lighting Design	3,000.00	500.00		500.00	4,000.00
PLANNING CONSULTANT						-
COST ESTIMATING		1,500.00	2,900.00			4,400.00
LANDSCAPE		3,800.00	3,800.00	500.00	1,000.00	9,100.00
DSA REVIEW		3,000.00				3,000.00
LEGAL					10,000.00	10,000.00
COSTS - REIMBURSEMENT					9,000.00	9,000.00
		=====	=====	=====	=====	=====
		36,800.00	76,930.00	3,550.00	32,720.00	150,000.00

DIVISION	23-May-11	CONTRACT	MODIFICATIONS	MODIFIED PRICE
FEES				0.00
DSA		7,480.00	9,000.00	16,480.00
CITY				0.00
MMWD	from engineer	0.00		0.00
PG&E	from engineer	0.00		0.00
OTHER	recording, Etc	500.00	6,000.00	6,500.00
PHASE I		2,000.00		2,000.00
LEGAL		5,000.00		5,000.00
				<u>29,980.00</u>

ALTEN CONTRACT				
1 GENERAL CONDITIONS	218749447.51%	56,875.00		56,875.00
2 PRECONSTRUCTION SERVICES				0.00
3 DEMOLITION		4,457.00		4,457.00
4 EARTHWORK		57,530.00		57,530.00
5 PAVING & STRIPING		8,900.00		8,900.00
6 UNDERGROUND UTILITIES				0.00
7 UNDERGROUND STORM DRAINAGE				0.00
8 PAVEMENT STRIPPING				0.00
9 SITE CONCRETE				0.00
10 FENCES & GATES		24,368.00		24,368.00
11 LANDSCAPING		17,682.00		17,682.00
12 CONCRETE REINFORCEMENT		4,256.00		4,256.00
13 BUILDING CONCRETE		35,995.00		35,995.00
14 MASONRY - CMU				0.00
15 STRUCTURAL STEEL				0.00
16 METAL DECKING		29,145.00		29,145.00
17 METAL STAIRS @ 28				0.00
18 ROUGH CARPENTRY		89,947.00		89,947.00
19 ACOUSTICAL CEILING		6,600.00		6,600.00
20 FLOORING		34,000.00		34,000.00
21 PAINTING		20,696.00		20,696.00
22 SIGNS		2,500.00		2,500.00
23 FIRE PROTECTION				0.00
24 RELOCATION				0.00
25 PLUMBING				0.00
26 HVAC				0.00
27 ELECTRICAL		32,021.00		32,021.00
28 SITE LIGHTING				0.00
29				0.00
30 TOTAL HARD		368,097.00		368,097.00
32 TOTAL HARD + GC		424,972.00		424,972.00
PROFIT & OVRHD	7.50%	31,873.00		31,873.00
BOND & INSURANCE	2.60%	11,878.00		11,878.00
				0.00
31 CONTINGENCY	10.00%	46,872.30		46,872.30
	468,723.00 w/o conting			
TOTAL ALTEN		515,595.30		515,595.30
RETAINAGE				0.00%
				#DIV/0!
TOTAL				695,575.30 0.00%

BALANCE TO FINISH HARD CONSTRUCTION

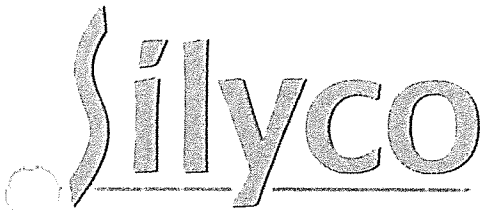
TOTAL COSTS

INCLUDED IN PRIOR CONTRACT

695,575.30

(116,449.63)

579,125.67



Silyco
PO Box 70984
Richmond, CA 94807

PHONE : 510.229.3866
E-MAIL: support@silyco.com
WEB SITE: http://www.silyco.com

Service Agreement

This Agreement is made by and between Silyco (hereinafter "Contractor") and Sausalito Marin City School District (hereinafter "Client").

Silyco to provide Client:

- Consultation & Assessment of Technology needs.
- Friendly & Knowledgeable basic support including but not limited to: *Site technology maintenance; Server and Network management & troubleshooting; Staff and Student assistance; Basic programs & small projects support*¹
- Flexible weekly site visits, Available phone support, Available remote assistance.
 - Up to 720 on-site hours (Approximately 15 hours / week) .²
 - Unlimited around-the-clock phone support.
 - Unlimited around-the-clock email support
 - Unlimited remote support.

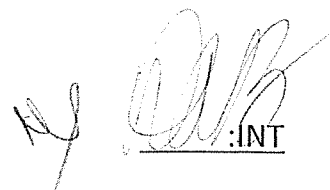
Cost:

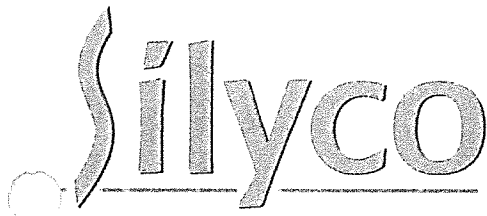
Total: \$43,200 / year

Term: July 1, 2011 to June 30, 2012

Payment: \$3600 per month

Payment Length: 12 months

 :INT

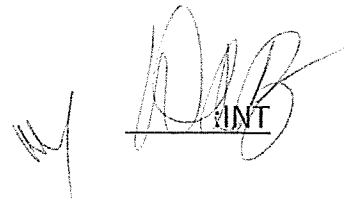


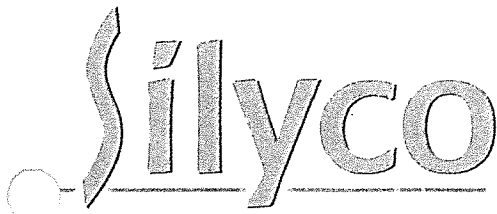
Silyco
PO Box 70984
Richmond, CA 94807

PHONE : 510.229.3866
E-MAIL: support@silyco.com
WEB SITE: http://www.silyco.com

Terms & Conditions

- Contractor will provide Client with technology support services for the life of the contract.
 - Responsibilities and duties to be determined.
 - Support schedule to be determined.
- Client shall provide and authorize Contractor unlimited physical, virtual and remote access to facilities, network, servers, workstations, and data needed in order to fulfill support requests.
- Confidentiality
 - Contractor agrees to take all reasonable measures to protect and maintain the confidentiality of the confidential data and information acknowledged or received by Client.
 - Contractor shall not disclose, give or transfer any Confidential Information to any third party without Client's prior written consent.
 - Upon termination of this Agreement, Contractor shall, at Client's request, return all and any documents, information or software containing any of such Confidential Information to Client or destroy it at its own discretion, and delete all of such Confidential Information from any memory devices, and cease to use such Confidential Information.
- Data and Security
 - Contractor agrees to take all reasonable measures to protect and maintain data integrity and security.
 - Contractor can not be held responsible for the compromise of security, data and the hardware appliances containing the data.
 - Compromise can come in a form of physical or virtual intrusion, disaster or accident. Contractor will take all reasonable measures to restore data in an event of a compromise or disaster, but can not guarantee full restoration of data.
- Support will be billed monthly at a rate agreed upon by Contractor and Client on Page 1. Logged support hours will be used for assessments only and may not show on billing invoice.
- Early termination of contract granted to both Client and Contractor. Requires 60-day notice.


INT



Silyco
PO Box 70984
Richmond, CA 94807

PHONE : 510.229.3866
E-MAIL: support@silyco.com
WEB SITE: http://www.silyco.com

- 1) Contractor will provide Client with basic programs / small projects support only. Support includes setup and maintenance.
 - a. *Examples of basic program and small projects supported:*
 - i. *Setup of workstations in lab*
 - ii. *Software installation*
 - iii. *Server base application (Rosetta Stone, Renaissance Place).*
 - iv. *Basic database management (Aeries, Laserfiche, etc)*
 - b. *Examples of programs and projects NOT included in basic support:*
 - i. *Infrastructural rewiring of classroom/lab to support setup of workstations.*
 - ii. *Multi-page website creation and daily/weekly content management.*
 - iii. *Installation and monitoring of Solar System or other Solar Arrays.*
 - iv. *Database setup and extended Training (Aeries, Laserfiche, etc)*
- 2) Based on 48 weeks per school year. Fulfilled when district is open for business or accessible. Actual hours virtually unlimited. Extra hours will not be billed, but will be logged and use for assessment of overall future support need and contract.

Sausalito Marin City School District

Board of Trustees Designee / Superintendent:

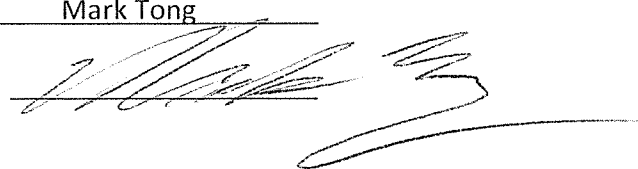
Signature:

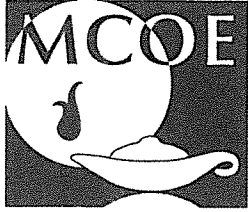
 Debra Bradley

Silyco

Owner: Mark Tong

Signature:





MARIN COUNTY OFFICE OF EDUCATION

1111 LAS GALLINAS AVENUE/P.O. BOX 4925
SAN RAFAEL, CA 94913-4925
marincoe@marin.k12.ca.us

MARY JANE BURKE
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

(415) 472-4110
FAX (415) 491-6625

2011-2012 AGREEMENT


This **AGREEMENT** is by and between the Sausalito Marin City School District (hereinafter referred to as the "District") and the Marin County Superintendent of Schools (hereinafter referred to as the "Superintendent.")

The parties agree as follows:

1. The Superintendent shall provide the District with the following services for a period beginning July 1, 2011 through June 30, 2012, utilizing personnel hired by the Superintendent:
 - a. Superintendent Services — 90 days
 - b. Special Education Services — 67 days
 - c. Vice Principal Services — 200 days
 - d. Instructional/Behavior Coach — 90 days
2. The Superintendent shall provide the District with the following services for a period beginning July 1, 2011 through January 2012, utilizing personnel hired by the Superintendent or until a permanent District Business Services Manager is secured. Recruitment will begin immediately.
 - a. Business Services — Manager (Up to 60 days) and an Accountant (Up to 60 days)
3. The District will reimburse the Superintendent for the costs of these services as set forth on the attached chart of costs. These costs include base salary, health and welfare, payroll driven costs and an indirect cost of 5%.
4. Work year calendars for each position will be mutually developed. It is recognized by both parties that these calendars may be modified upon approval by the Superintendent providing that the total number of work days is not changed without agreement by both parties.
5. Both parties shall meet as needed to review the services provided pursuant to this Agreement.

The term of this **Agreement** shall be from July 1, 2011 through and including June 30, 2012. Either party may terminate this **Agreement** for no reason upon giving the other party 90 days written notice. In the event such notice is given, the District shall reimburse the Superintendent for all costs incurred to the point of termination.

MARY JANE BURKE
Marin County Superintendent of Schools


THOMAS NEWMAYER, President
Board of Trustees
Sausalito Marin City School District

COST OF SERVICE

Position	Proposed	
	Amount	Days
Superintendent	\$111,940	90
Business Manager	\$51,131	60
Accountant	\$30,237	60
Sub Total Business	\$81,368	120
Vice Principal Services	\$118,700	200
Special Education Director	\$43,860	67
Instructional/Behavior Coach	\$53,406	90
Totals	\$409,274	567

Sausalito Marin City School District Minutes

Created: May 19, 2011 at 11:15 AM

Special Meeting

April 18, 2011

Monday, 06:00 PM

District Office

630 Nevada Street

Sausalito

Attendees

Karen Benjamin

Thomas Newmeyer

Shirley Thornton

Mark Trotter

William Ziegler

Debra Bradley

non-voting

Meeting Minutes

Trustee Trotter participated via teleconference.

Also Attending: Markey Lees, Chaeta Baker, Shamila Austin, Ellen Franz, Fran Nelson, Wayne Price, Louis Edney, Julius Holtzclaw, Margie Bonardi and Kathy Blazei taking minutes

CALL TO ORDER

Minutes

President Thomas Newmeyer called the meeting to order at 6:02 pm.

1. Approval of Agenda Order (1)

Minutes

M/s/c Benjamin/Thornton/all to approve the agenda order

Motion made by: Karen Benjamin

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

2. Addressing the Board Prior to Open Session (1)

Persons wishing to address the Board on items on the agenda or items not on the agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation. Regarding comments on items that are not on the agenda, Board members may listen to your presentation but are prohibited by the Brown Act from making a response.)

Minutes

Margie Bonardi, District Business Manager, was asked to provide background information before hearing public comments.

PERSONNEL**1. Consideration and Adoption of Resolution to Reduce or Eliminate Classified Services**

(P)

Minutes

Margie Bonardi provided a picture of projected revenue losses for the 2011/2012 school year:

- Property Tax (.9% loss) - \$39,475
- Charter School Growth - \$95,820
- Basic Aid District Fair Share (5.81%- 2010/2011)(new = 8.92%) - \$35,724 additional
- Revenue Limit Reduction (\$330/ADA) - \$54,470 • Expenditure Increases:
Operation/program/insurance/health/step & column - \$63,962

Revenue Loss - \$289,451

Worst case (for now - \$800/ADA) - \$77,550 (based on conversation through School Services and Marin County Office of Education)

Total Revenue Loss - \$367,001

School districts must adopt and submit balanced budgets by June 30, 2011, but whether taxes will be extended is yet to be determined. These are the numbers that will be used to develop budget until the District hears differently. The June board meeting is scheduled for June 23, 2011.

Markey Lees, CSEA Labor Relations Representative, had two items:

1) *Non-Agenda Item*: Ms. Lees requested the status of strategic planning taking place with FSG Social Impact Consultants; CSEA members as stakeholders want to be part of the process. Superintendent Bradley offered to provide information by email tomorrow.

2) *Agenda Item*: Ms. Lees expressed disappointment that notice of this meeting was timed while staff was on break; several felt it was disrespectful to notice a meeting such as this while they were gone.

Ms. Lees inquired whether layoffs are due to lack of work or lack of funds. Superintendent Bradley explained that it was a combination: the bus position is now unfilled and to be eliminated; others are due to lack of funds with the exception of the special education paraprofessional (the number of special education students enrolled for the 2011/2012 school year has declined and the intent is to eliminate the entire position).

Ms. Lees asked how needs have changed. Superintendent Bradley indicated that such information would have to be obtained from Mr. Gerry Klor, Special Education Director.

Ms. Lees asked if the Board was proposing that school bus transportation be eliminated.

President Newmeyer responded that it was a possibility. Ms. Lees clarified that there is a bus driver in the bargaining unit; if the intent were to contract out, there would be an issue. Trustee Thornton expressed concern for eliminating transportation, noting that some students are transported from as far away as the Fireside Apartments.

Ms. Lees acknowledged that there are budget problems from the State, but to place the District's burden on CSEA is shortsighted and affects the students. She suggested that the layoff proposal had been pulled together quickly; the Board needs to determine the impact on the District for transportation to school and access to the library.

Ms. Lees asked what the recommendation to eliminate the special education paraprofessional was based on. Trustee Ziegler and Margie Bonardi advised that according to Mr. Klor, special education enrollment will decline from the current 9, to 4 students. Ms. Lees observed that historically, the number projection one year to the next isn't a number you rely on as it continuously changes; total elimination leaves the District vulnerable to the needs of special education students; look deeper into this.

President Newmeyer ended comments from Ms. Lees; her comments had run in excess of 15 minutes.

Julius Holtzclaw, Chapter President, CSEA Golden Gate Chapter 394, was next to address the Board. Mr. Holtzclaw asked what would happen to materials if the library is closed and recommended that 15 hours/week allocated to the library instead be increased.

Mr. Holtzclaw implored the Board to consider all the options; he expressed concern for K-5 age students walking to campus along busy streets if school bus transportation is eliminated.

Mr. Holtzclaw related student successes to support provided to teachers by classified employees. Mr. Holtzclaw implored the Board to "be real; quit trying to pull the wool over our eyes; keep us in the dark". He noted his several unsuccessful attempts over the past two years to be a part of the conversations.

Trustee Ziegler stated that he did not know where else to go; we aren't trying to cause anyone hardships. Markey Lees suggested the use of District reserves.

Trustee Trotter stated that he thought this meeting was being held due to notice requirements. Superintendent Bradley explained that classified employees have a shorter notice requirement than certificated employees. If the Board determines to layoff, the names are put on a 39 month rehire list.

Trustee Benjamin asked how Willow Creek Academy uses the library. Superintendent Bradley responded that WCA staff was trained by Fran Nelson, library paraprofessional. Fran Nelson clarified some of the library functions: This year WCA started using the library with teachers and classes; before that they used a volunteer. This year, teachers and parent volunteers were trained. Someone must re-shelve the books; two persons – one to help locate books, one to check out books, are needed when classes visit.

President Newmeyer inquired, in relation to the 45 day notice requirement, what flexibility the Board has in terms of having to make these unpopular decisions. Superintendent Bradley reported that with June 9, 2011 the last day for staff; the Board has 7 – 10 days to look at alternatives. There are two meetings in June to review/approve a balanced budget, due to the County by June 30. Superintendent Bradley noted that she did not know whether there would be more changes from MCOE or the state. Markey Lees disputed the 45 day timing, indicating her belief that the Board is making its decisions without all the information. Trustee Ziegler responded that according to the District's legal counsel, this is what the Board must do and Superintendent Bradley added that legal counsel had personally given this information to board members.

President Newmeyer asked whether the layoffs could be rescinded later if the Board took action at this meeting. Superintendent Bradley reported that the individuals would be placed on a 39 month rehire list.

Trustee Thornton, noting the District's responsibility to give the Charter "X" amount of money, asked whether the Charter is sharing this pain; she noted that Charters are responsible for fundraising plus there are things they do not have to do; lay everything on the table.

President Newmeyer called for a motion on the resolution. Trustee Thornton expressed her concern about the bus and transportation. There was brief discussion that Willow Creek Academy does not provide bus transportation for its students. Julius Holtzclaw clarified that Willow Creek Academy had made its own decisions.

Fran Nelson requested that Board contact information be listed on the District website.

Markey Lees asked, if budget has been thoroughly reviewed, why notice at the eleventh hour? Ms. Lees encouraged that stakeholders be involved; you haven't talked with the parents about no transportation, library changes or, lack of support in the classroom. She urged the Board to take more time; you represent this community; they should be part of the conversation. If parents knew you would be discussing eliminating transportation tonight, they would be here. Trustee Ziegler responded that the Board will follow the law; whatever time we are given, we will take.

Ellen Franz asked for a clarification of the 45 day timing but Superintendent Bradley indicated that there seemed to be a discrepancy; what Ms. Lees indicates is not what we heard from our legal counsel.

Ellen Franz addressed the issue of school transportation, noting that she was making an educated guess that many of the families of students in her class do not have cars; parents have no idea you are voting on this and this matters to our school and our population; please consider that in relation to the bus. Invite parents before you make a decision.

Trustee Trotter suggested the Board table the bus issue for more consideration. He suggested going forward with the recommendation for layoffs, with the condition that the layoffs will happen if the Board does not find another way. Trustee Trotter indicated he did not want to preclude options.

President Newmeyer summarized that the Board must review with legal counsel; balance the budget; revisit these items and make sure the Board does things by the required date. Trustee Trotter clarified that tonight's action is due to statutory requirements.

Trustee Thornton thought it gives the wrong message to close the library; the District's primary responsibility is to educate the children. She indicated that she was not in favor of taking this package with an "all or nothing" approach.

Trustee Ziegler acknowledged that everyone is affected; the Board must make its decision on what budget will let us do; I want to be empowered so that in 9 days we're not having a midnight meeting to decide; all the arguments are good. President Newmeyer agreed that the message sent is terrible but acknowledged that there is only so much money. Trustee Benjamin added that the Board has a limited amount of time to get done. Trustee Thornton indicated that for kids, the decisions affect the rest of their lives.

M/s/c – Roll Call Ziegler/Benjamin Ayes 3 Noes 2 (Trotter and Thornton) to adopt Resolution 637

Motion made by: William Ziegler
Seconded by: Karen Benjamin

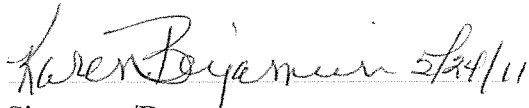
Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	No
Mark Trotter	No
William Ziegler	Yes

ADJOURNMENT

Minutes

The meeting was adjourned at 7:26 pm.


Signature/Date


Title

Sausalito Marin City School District Minutes

Created: May 13, 2011 at 09:07 AM

Special Board Meeting

April 28, 2011

Thursday, 05:00 PM

Martin Luther King, Jr. Academy Multipurpose Room
200 Phillips Drive
Marin City

Attendees

Karen Benjamin
Thomas Newmeyer
Mark Trotter

Meeting Minutes

Others Attending: Eva Nico, Ellen Martin, David Zapol (FSG), Ray Menaster, Linnea Rich, Denise Suto, Susan Cassidy, Julius Holtzclaw, LaMonte Bishop, Aminety McGee, Donna Williams, Troy Bassett, Corinna Hensley, Kahaya Adams, Demetrius McChin, D'vonne Rosas, Mia Manzo, Terrie Green, Bettie Hodges, Paula Hammons, Taneeja Striplin, Markey Lees, Ellen Franz, Sharon Turner, Jennifer Banks, Fran Nelson, Anita Fowler, Monica Towers, LaDana Gibson, Jan McDougal, Vicki Nichols, Shamila Austin, Leevests Hale, Tonja Standley, Trellis Condra, Jessica Mullins, Alesia Cook, Pam Dake, Carol Cooper, Nick Driver, Johnathan Logan, Jr., Forrest Corson and Kathy Blazei taking minutes

CALL TO ORDER

Minutes

President Newmeyer called the meeting to order at 5:13 pm and welcomed everyone.

1. Addressing the Board Prior to Open Session (D)

Persons wishing to address the Board on items on the agenda or items not on the agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation. Regarding comments on items that are not on the agenda, Board members may listen to your presentation but are prohibited by the Brown Act from making a response.)

Minutes

There was no public comment.

2. Approval of Agenda Order (V)

Minutes

The agenda order was approved.

STRATEGIC INITIATIVE/PLANNING

1. Strategic Initiative Planning (D)

The Board of Trustees will gather community input on the district's vision, the search for a new superintendent, and how to structure the district for success, as well as provide feedback from two prior meetings, March 22, 2011 and April 7, 2011.

Minutes

Ms. Eva Nico, FSG, explained the goals for this meeting and reviewed updates to a Power Point presentation that reflected community input from the prior two meetings. The categories include:

- Board Planning Next Steps

- Overall Academic Performance of SMCS D Schools Over Time
- Student Achievement Scores in the District: % Proficient or Advanced
- Allocation of District Resources and Utilization of Facilities
- We've Begun to Hear Input on the Vision for SMCS D Moving Forward
- The Strategic Vision Reflects Community Input to Date and Learnings from Best Practice Districts and Schools
- We've Begun to Hear Input on the Superintendent Search
- Recruiting a Strong Superintendent to Drive Change Is Critical for the District's Success
- We've Begun to Hear Input on the District Structure and Operations
- The School Board Needs to Consider Addressing Structural Challenges in Order to Realize the Vision
- What Are the Differences Between Traditional District Schools, Magnet Schools and Charter Schools?

Ms. Ellen Martin, FSG, welcomed Mr. Nick Driver, Vice President of the California Charter Schools Association. Ms. Martin and Mr. Driver provided a brief overview of differences between charter, magnet and traditional schools in areas such as budget, curriculum and decision making. Mr. Driver emphasized that there are many variables.

Questions/Answers

Q. Is there any other district with two charter schools serving the same population?

A. Alameda is one.

Q. Do multiple charter schools in the same school district compete with one another?

A. Not necessarily.

Q. If there are two charters, it appears we will have segregated schools in competition with one another.

A. This should be discussed in the small group settings.

Q. If there is no district option to go to, what happens to students who are expelled?

A. Consider an interdistrict transfer; the school district could consider setting up an agreement with a neighboring school district or with MCOE to take those students.

Q. Parents have been adamant at meetings that they do not want a charter school; why is a charter school still an option?

A. No response.

Q. What happens if there is a charter school, it fails at some point, and is shut down?

A. No response.

Q. We still want to see an analysis of funding in the different scenarios.

A. This question has been asked; an analysis has not yet been prepared; it will depend on the way the charter is written and its association to the district.

Trustee Trotter explained that the real question is - What do you think your kids need? He did not

want community members to believe that a charter is the only option. Trustee Trotter and Ms. Martin invited everyone to join a small discussion group at this time.

Board members had to leave the meeting at 6:55 p.m. to begin the next board meeting. FSG representatives continued the small group discussions.

ADJOURNMENT

Minutes

The meeting was adjourned at 7:25 pm.

Karen Benjamin 5/3/11
Signature/Date

Board Clerk
Title

Sausalito Marin City School District Minutes

Created: May 19, 2011 at 10:51 AM

Regular Board Meeting

April 28, 2011

Thursday, 07:00 PM

District Office

630 Nevada Street

Sausalito

Attendees

Karen Benjamin

Thomas Newmeyer

Mark Trotter

Debra Bradley

non-voting

Meeting Minutes

Trustee Thornton listened only via teleconference.

Trustee Ziegler was absent.

Also Attending: Jonathan Leone, Edgar Furlong, Jim Scullion, Forrest Corson, Stacy Stewart, Markey Lees, Julius Holtzclaw, Pamela Dake, Shamila Austin, Alesia Cook, Fran Nelson, Clark Warden, Lynda Storek, Jonnette Newton, Anita Fowler, Juanita Edwards, Tenisha Tate, Paula Hammons, Ethel Seiderman, Mark Tong, Trellis Condra, Ellen Franz, Betty Hodges, Sonja Scott Gibson, Alison Neufeld, Sharon Turner, Margie Bonardi and Kathy Blazei taking minutes.

CALL TO ORDER

Minutes

President Newmeyer called the meeting to order at 7:10 p.m.

1. Addressing the Board Prior to Closed Session (D)

Persons wishing to address the Board on items on the closed session agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation.)

Minutes

There was no public comment.

CLOSED SESSION

1. With respect to every item of business to be discussed in Closed Session pursuant to Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR (F)

Negotiator for: Sausalito Marin City School District: Alison Neufeld

Negotiations with: California School Employees Association (CSEA)

2. With respect to every item of business to be discussed pursuant to Government Code 54957: PERSONNEL (F)

The Board will meet with Legal Counsel, Alison Neufeld.

OPEN SESSION

Minutes

President Newmeyer convened open session at 7:25 p.m.

1. Report Out from Closed Session (V)Minutes

President Newmeyer reported that the Board had nothing to report out of closed session.

2. Pledge of Allegiance (D)**3. Approval of Agenda Order (V)**Minutes

Trotter/Benjamin/all to approve the agenda order

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

4. Remembering Charles McGlashan (D)

The Sausalito Marin City School District Board of Trustees would like to publicly acknowledge and take a moment to remember the strong friendship and political alliance that Charles McGlashan, Marin County's Third District Supervisor, provided to all constituents in this area, particularly those of us in the Sausalito Marin City School District. We are saddened by his passing on March 27, 2011. He truly was a friend to public education.

Minutes

Superintendent Bradley recognized Charles McGlashan's love for education, his achievements and his friendship with the Sausalito Marin School District and all Marin students.

5. Addressing the Board Prior to Open Session (D)

Persons wishing to address the Board on open session items on the agenda or items not on the agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation. Regarding comments on items that are not on the agenda, Board members may listen to your presentation but are prohibited by the Brown Act from making a response.)

Minutes

Jonathan Leone, Sausalito City Council member, expressed an interest in opening a discussion about the old MLK property owned by the City of Sausalito.

Public comment was reopened later in the meeting to accommodate several persons who were detained traveling from the first meeting when the second meeting began. Those comments are reported in this section.

Julius Holtzclaw, President, CSEA Golden Gate Chapter 394, spoke of his disappointment that two important meetings were scheduled for today, overlapping in two different locations. Mr. Holtzclaw reported that parents want to know why they haven't been notified of the District's financial status and of bus issues and he urged the Board to find ways to address budget shortfalls other than as determined at the April 18, 2011 special Board meeting.

Parent, Sonja Scott Gibson, expressed concern regarding student distress at the departure of

teacher, Mr. Mitchell.

Markey Lees, CSEA Labor Relations Representative, distributed flyers - Classified Cuts Hurt Students; she stated that classified personnel facing layoffs provide support that students need. Ms. Lees recalled the last Board meeting where it had been noted that transportation costs were high; she believes costs were high due to (1) contracting out during the illness of the District bus driver and (2) allocating the custodial costs portion of that position to transportation. Ms. Lees noted that the four special education students anticipated for the 2011/2012 school year will have no support at MLK and urged the Board to reverse its decisions of the last meeting, including keeping the library position.

Ethel Seiderman expressed an interest in having community input to the Marin County Office of Education when interim administrative and fiscal services to the District begin.

Parent, Stacy Stewart, was conflicted by a statement made by a Board member during one of the meetings with community members that the District is financially stable; if so, why all the cuts?

Parent, Alesia Cook, expressed her concern that MLK needs more support; students have no stability with all the changes.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

1. Superintendent Debra A. Bradley, Ed.D. will sunshine the District's proposed initial contract proposal for active employees. (D)

Minutes

Superintendent Bradley sunshined the District's proposed initial contract proposal for active CSEA employees.

2. Public Hearing (D)

The Board will hear public comment prior to adopting the District's proposed initial proposal to the California School Employees Association.

Minutes

President Newmeyer opened the Public Hearing at 7:29 pm.

Julius Holtzclaw, President, CSEA Golden Gate Chapter 394, acknowledged the openers presented by the District and noted that CSEA looks forward to beginning negotiations.

There being no further public comment, the Public Hearing was closed at 7:31 pm.

3. Board Action to Accept the District's Initial Proposal to the California School Employees Association for Active Employees (V)

Minutes

Trotter/Benjamin/all to accept the District's proposed initial contract proposal for active CSEA employees.

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

EDUCATION

1. Principal's Report Bayside Elementary School (V)

Minutes

Jonnette Newton, Principal at Bayside Elementary, reported on:

- A volunteer recognition held for 109 volunteers
- STAR testing in progress.

2. Principal's Report Martin Luther King, Jr. Academy (V)

Minutes

Lynda Storek, Interim Principal at Martin Luther King, Jr. Academy, reported on:

- STAR testing in progress
- Open House scheduled on May 25, 6:00 to 7:30 pm.

3. Head of School's Report Willow Creek Academy (V)

Minutes

There was no report.

4. Enrollment Report (D)

Status of enrollment for Bayside School, Martin Luther King Jr. Academy, and Willow Creek Academy, effective April 21, 2011

Minutes

District Business Manager, Margie Bonardi, reported that enrollment as of April 21, 2011, was Bayside Elementary 122. Martin Luther King, Jr. Academy 42, and Willow Creek Academy 219 for a total District enrollment of 383.

BUDGET

1. Willow Creek Academy Financial Report (D)

Review of financial statements for the the month of March 2011

Minutes

Willow Creek Academy Treasurer, Clark Warden, reported that WCA is on course through the end of the year.

2. After School Program Grant Reductions: Effective July 1, 2011 (D)

The California Department of Education is required by California Education Code to reduce grant awards to after school program sites the fall below the targeted level of attendance. Martin Luther King, Jr. Academy (MLK), which received a grant award of \$27,000 for the 2010/2011 school year, has fallen into that category. Subsequently, beginning with the 2011/2012 school year, the grant award to MLK will be reduced to \$16,682.

Minutes

Margie Bonardi reported that if additional after school program funding becomes available, the District can submit a universal application to attempt to reinstate a portion, or all, of the original grant amount.

3. Extension of Agreement of Strategic Plan to Phase II with FSG Social Impact Consultants with Funding Provided by the Marin Community Foundation (V)

Discussion and Possible Action.

Minutes

Trustee Trotter reported that an extension of the FSG agreement has been reviewed and fine tuned to focus on the most important issues facing the District while remaining mindful of the request for additional funds from Marin Community Foundation.

Trotter/Benjamin/all to approve an extension of the FSG agreement.

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

FACILITIES

1. Projected Costs: Additional Custodial/Maintenance Services for Summer School (V)

The campus at Martin Luther King, Jr. Academy will be fully utilized by both the Hannah Project and Aim High for summer school 2011. At the request of Trustee Karen Benjamin, attached are the projected increases in costs to accommodate these summer school sessions. The Board will consider use of facilities fees for these summer school programs.

Minutes

Trotter/Benjamin/all to approve additional staff to accommodate summer school sessions

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

2. Tree Planting Request (V)

Board consideration of a tree planting per homeowner request

Minutes

Director of Maintenance and Operations, Forrest Corson, presented information about various native plants being considered for a single tree planting in November.

Newmeyer/Benjamin/all to approve the request.

Motion made by: Thomas Newmeyer

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

3. MLK Acoustical Panels Artwork Presentation (V)

Board consideration of proposed artwork

Minutes

Forrest Corson presented proposed images for panels. Trustee Benjamin recommended obtaining input from teachers and students who will be the ones to see the panels daily.

Trotter/Benjamin/all to approve images for panels with input from MLK teachers and students.

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

CONSENT AGENDA

Minutes

Trotter/Newmeyer/ Ayes 3 Noes 0 Absent 2 to accept or approve the entire Consent Agenda.

1. Approval of the minutes of the special board meeting of March 22, 2011 (V) (C)

2. Approval of the minutes of the regular board meeting of March 24, 2011 (V) (C)

3. Approval of the minutes of the special board meeting of April 4, 2011 (V) (C)

4. Approval of the minutes of the special board meeting of April 7, 2011 (V) (C)

5. Approval of the minutes of the special board meeting of April 11, 2011 (V) (C)

6. Approval of the Quarterly Report: Williams Act (V) (C)**7. Approval of the School Site Council Waiver Request** (V) (C)**8. Approval of Field Trip to Tamalpais High School** (V) (C)

Address: 700 Miller Avenue, Mill Valley **Date:** 04/29/11 **Teachers:** Mr. Price, Ms. Storek, Ms. Condra **Grades:** 6/7/8 **Event:** Annual County Track and Field Meet **Funding:** MLK Wells Fargo Donation **Cost:** Bus \$250

9. Approval of Field Trip to Schumaker Beach (V) (C)

Address: Sausalito **Date:** 04/22/11 **Teachers:** Banks/Scullion **Grades:** K-1 **Standards Supported:** Children and teachers will honor Earth Day by doing community service at the beach **Cost:** No cost to District

10. Acceptance of the retirement of Employee #47017 (V) (C)**11. Payment of Warrants** (V) (C)

Payment of warrants under:

Batch 52 Fund 01 in the amount of \$259,226.20
Batch 52 Fund 40 in the amount of \$438,687.09
Batch 53 Fund 01 in the amount of \$36,314.53
Batch 53 Fund 13 in the amount of \$1,810.07
Batch 53 Fund 40 in the amount of \$43,432.00
Batch 54 Fund 01 in the amount of \$92,191.45
Batch 54 Fund 13 in the amount of \$2,102.14
Batch 55 Fund 01 in the amount of \$256,516.39
Batch 55 Fund 13 in the amount of \$884.00
Batch 55 Fund 40 in the amount of \$6,700.00
Batch 56 Fund 01 in the amount of \$8,594.93
Batch 56 Fund 13 in the amount of \$4,633.88

12. Approval of the hire of employee #47002 to teach Special Education Extended Year for 2011 summer school. Funding to be provided by the Marin County SELPA. (V) (C)

The District is obligated to provide a summer session, known as Extended School Year (ESY) to special education students who have not met their IEP goals during the regular year or who may suffer a regression in skills that is greater than their non-disabled peers. Our ESY program will be offered at Bayside Elementary and will operate for 19 days from June 20th to July 25th, Monday through Thursday, from 8:30 a.m.-12:30 p.m. The program will be paid for from special education funds for ESY. At the conclusion of the ESY program, we will submit our costs for reimbursement from the Marin County SELPA.

13. Bayside Elementary School Single Plan for Student Achievement (SPSA) and Martin Luther King, Jr. Single Plan for Student Achievement (SPSA) (V) (C)

Board consideration/action to approve the plans as updated for the 2011/2012 school year

14. No Child Left Behind Act of 2001 Local Educational Agency Plan Update for the 2011/2012 School Year (V) (C)

Board consideration of the LEA Plan update for the 2011/2012 school year.

ADMINISTRATIVE AND EXTERNAL**1. Reopener Agreement between Sausalito Marin City School District and Sausalito District Teachers Association for July 1, 2009 through June 30, 2011 (1)**

The negotiating teams for Sausalito Marin City School District and Sausalito District Teachers Association met on numerous occasions to negotiate the reopener collective bargaining agreement. The parties agreed to maintain the 2009-2010 salary levels, and the current District contribution to health benefits of up to \$10,191 for the duration of the agreement. The District agreed to discontinue the biometric clock in exchange for the Association's dismissal with prejudice of its lawsuit regarding the biometric clock. The parties agreed to add language providing that the District may utilize progressive discipline for a unit member's failure to sign in. The parties agreed to allow unit members to use two days of accumulated sick leave at the unit member's discretion, for personal necessity. The parties also agreed to minor changes to payment for non-teaching and extra curricular activities, and bereavement leave. With respect to fiscal impact, there is no increase to salary or benefits.

Minutes

Superintendent Bradley reported that the Board must vote to indicate that negotiations with SDTA teachers have been concluded; salaries and benefits remain the same; there is no monetary impact on the District.

Trotter/Benjamin/all to approve the reopener agreement between Sausalito Marin City School District and Sausalito Teachers Association for July 1, 2009 through June 30, 2011

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

2. Agreements Between Sausalito Marin City School District and Mill Valley School District

(1)

1. Tennessee Woods Agreement for 2011/2012 Addendum #9
2. Tennessee Glen Agreement for 2011/2012 Addendum #11
3. Mill Valley and Sausalito Marin City Attendance Agreement for 2011/2012 Addendum #2

Minutes

Trotter/Benjamin/all to approve:

1. Tennessee Woods Agreement for 2011-2012 Addendum #9,
2. Tennessee Glen Agreement for 2011-2012 Addendum #11, and
3. Mill Valley and Sausalito Marin City Attendance Agreement for 2011-2012 Addendum #2

Motion made by: Mark Trotter
Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

3. School Accountability Report Cards 2009/2010 (1)

The California Department of Education requires that school districts annually complete a School Accountability Report Card (SARC), approved by the district's Governing Board, for each of their district's schools. School districts are also required to publicize such reports, and notify parents and guardians of students that a copy will be provided upon request. With the Board's consideration of the 2009/2010 SARCs, all current SARC requirements will be fulfilled for all three of the district's schools. The complete SARCs can be viewed on the District website, www.sausalitomarincityschools.org

Minutes

Benjamin/Trotter/all to approve 2009/2010 School Accountability Report Cards for the District schools

Motion made by: Karen Benjamin
Seconded by: Mark Trotter

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

4. Timeline for District Office Move to Permanent Martin Luther King, Jr. Academy/District Office Location (1)

Minutes

Forrest Corson outlined a proposed plan to move the District Office to its new MLK location, after June 30 and completed by August 1, 2011, for school to reopen in the fall. Trustee Trotter wondered about the disposition of the board table and also where future board meetings would be held once the move is complete. Board members agreed that the acoustics in the MLK multipurpose room would probably prevent the routine use of that room for meetings. The Board will determine where board meetings will be conducted.

Trotter/Benjamin/all to approve the moving plan as presented.

Trustee Trotter noted that the State of California has funding available for the seismic retrofit of schools that don't meet criteria; the building currently housing the District Office might qualify for funding.

Motion made by: Mark Trotter
Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

5. District 2011/2012 School Calendar (1)

Board consideration of proposed calendar. Input provided by the Sausalito District Teachers Association and the California School Employees Association has been incorporated into the proposal.

Minutes

Trotter/Benjamin/all to approve the District School Calendar for the 2011/2012 school year

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

6. Employee Appreciation 2010/2011 (1)

Board consideration of Resolution 636

Minutes

Trotter/Benjamin/ Ayes 3 Noes 0 Absent 2 to approve Resolution 636 in appreciation of Sausalito Marin City School District employees.

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Mark Trotter	Yes

7. Golden Bell Education Evening May 26, 2011 (1)

Board consideration of attendance at the Golden Bell Education Evening event

Minutes

Superintendent Bradley reported that on May 26, 2011, the Marin County Office of Education will host the Golden Bell Education Evening, which will include recognitions from all Marin County school districts including SMCSd's selection for Golden Bell Teacher of the Year, Ms. Natasha Griffin, and SMCSd's selection for Outstanding Program of the Year, the Visual Arts Program, offered at all the District's schools. Trustees Benjamin, Trotter and Newmeyer indicated that they would attend.

REPORTS

1. President's Report (V)

Minutes

There was no report.

2. Board Members' Reports (V)

Members of the School Board will report on activities and information they wish to share. The Board may request that items be agendaized and researched for presentation at future meetings.

Minutes

Trustee Trotter reported that Superintendent, Mary Jane Burke, Marin County Office of Education, is in the process of preparing a proposal to provide interim services to the District, which provides the Board more time to find the right people and solutions for the existing and anticipated vacancies.

3. Superintendent's Report (V)

Minutes

There was no report.

CORRESPONDENCE

1. Letter of April 15, 2011 from Marin County Office of Education regarding their review and analysis of District's Second Interim Report (D)

ADJOURNMENT

Minutes

Benjamin/Trotter/all to adjourn at 8:15 p.m.

SAVE THE DATE

1. Future District Board Meeting Dates (D)

All meetings are held at the District Office, 630 Nevada Street, Sausalito at 7:00 pm unless otherwise noted. *The first meeting date of each month will be allocated to, additional special meetings on facilities issues, special meetings, community forums, etc. as needed. The only or second meeting date of each month will be allocated to regular board meetings.

May 12*

May 24 - Tuesday

June 9 - Two meetings in June

June 23

July 28 - One July meeting – summer break

August 11*

August 25

September 8*

September 22

October 13*

October 27

November 17 - One November meeting – holidays

December 8*

December 15

2. Future Charter School Meeting Dates (D)

Unless other noticed, all meetings are held at 6:30 pm on the school campus, 630 Nevada Street, Sausalito, CA. All meetings are the 3rd Wednesday of the month.

May 18

June 15

3. Upcoming Dates and Important Events (D)

April, 26, 27, 28; May 3, 4 & 5 - California Standards Test (CST) STAR Testing, Bayside

April 28 – May 18 - California Standards Test (CST) STAR Testing, MLK

May 3-16 - California Standards Test (CST) STAR Testing, WCA

April 30 - Dancing with Your Star Family Dance Class*, 10:00 am - 11:00 am

May 7 - Dancing with Your Star Family Dance Class*, 10:00 am - 11:00 am

May 14 - Dancing with Your Star Family Dance Class*, 10:00 am - 11:00 am

May 18 – Lapathon – WCA, 10:00 am – 1:00 pm, MLK Field

May 18 – Open House - Bayside, 4:30 - 7:00 pm; Minimum Day

May 21 - Dancing with Your Star Family Dance Class*, 10:00 am - 11:00 am

May 25 – Open House – MLK, 6:00 - 7:30 pm

May 25 – Open House – WCA, 6:30 – 8:30 pm

May 26 – 2011 Education Evening/Golden Bell Awards, Dominican University, 4:30 pm

May 27 – **No School - WCA**

May 30 – Memorial Day – **No School – All Schools**

June 6 - 8th Grade Graduation - WCA, Place and Time to be Determined

June 7 - Kindergarten Step-Up Ceremony - Bayside, 10:00 – 11:00 am, Bayside Multipurpose Room

June 7 - 8th Grade Promotion - MLK, 6:00 pm, MLK

June 8 - 5th Grade Step-Up Ceremony - Bayside, 10:00 am; Minimum Day, Bayside Multipurpose Room

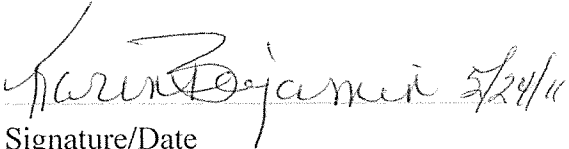

June 8 - Crossing the Bridge – WCA, 10:00 am, WCA Courtyard

June 8 – **Last Day of School for Students – All Schools**; Minimum Day

June 9 – Last Day of School for Teachers – Bayside & MLK

June 10 - Last Day of School for Teachers – WCA

*The Parent Center is located at 610 Drake Avenue in Marin City. Parents and community members are invited to attend.

	
Signature/Date	Title

Sausalito Marin City School District Board of Trustees

RESOLUTION NO. 638

Endorsement of the Efficiency and Effectiveness Task Force Report 2011

WHEREAS, the Sausalito Marin City School District Board of Trustees understands its role as the stewards of public funds and the quality of education; and

WHEREAS, the Board continuously focuses on efficiency and effectiveness to ensure that quality educational programs are provided for all students and that these programs are cost-effective and accountable; and

WHEREAS, the Efficiency and Effectiveness Task Force composed of school district Trustees and Superintendents, was formed in 2009 to work with school districts in Marin County to study, analyze and promote best practices related to shared services; and

WHEREAS, the Sausalito Marin City School District Board of Trustees supports exploring our collective strengths, focusing on economies of scale and reducing redundant efforts, while ensuring the benefits of local control as set forth in the "FINAL REPORT of The Efficiency and Effectiveness Task Force of the Marin County School Districts, March 2011" which the Board has reviewed; and

NOW, THEREFORE, BE IT RESOLVED that the Sausalito Marin City School District Board of Trustees will commit to the following "shared services" practices:

1. To include the shared services goals in the district's strategic planning process
2. To have staff regularly report to the Board on the progress of any shared services
3. To report annually shared services accomplishments to the Marin County Efficiency and Effectiveness Task Force


NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board commends the work of the Marin County Efficiency and Effective Task Force and its March 2011 Report.

PASSED AND ADOPTED by Sausalito Marin City School District Board of Trustees at a regular meeting held on the 24th day of May, 2011 by the following vote:

AYES: 5

NOES: 0

ABSENT: 0


Thomas Newmeyer, President
Sausalito Marin City School District Board of Trustees

Sausalito Marin City School District
Field Trip Request

Please complete and submit to Principal at least one month before field trip date.

Request Date 4/26/11 Destination Sausalito Hist Society Museum

Address Litho St Sausalito City Hall

Teacher(s) Hammons

Grade(s) 3 # Children 18 # Adults 4 Reservation Made Yes

Trip Date ^{THURS} 5/12/11 Alternate Date _____

Departure Time 9 AM Pick Up @ Field-Trip Site return to arrive back @ school 1 P.M.

Transportation: School Bus _____ Private Car _____ Walking ☒ Public Transport _____

Funding Source: District ☒ Other _____ # of Lunches Needed 18

Name of staff member responsible for submitting completed lunch count to the district office at the end of the trip: HAMMONS

Expenses (itemized)

Name & Title of Person Offering Program Sausalito Historical Society
Susan Frank

Standard Supported (in detail): S.S. 3.3. Students draw from community resources to organize sequence of events in local history

1. Every student must have a permission slip signed by a parent. School rules and safety instructions must be reviewed.
2. If there is a cost connected to this trip, site must provide an invoice to the Business Office for payment.
3. If lunches are provided, the classroom teacher is responsible for notifying the District Office of confirmed number of lunches needed AND for completion of form to indicate names of all children who were served lunch while on the field trip.

For District Use

Funding Source No Cost

Verification of Fund Availability M. Marks Business Manager

Disposition

Approved ☒ Denied _____ Date 4/29/11 School Principal

Approved ☒ Denied _____ Date 5/1/11 Superintendent

Approved ☒ Denied _____ Date 5/24/11 Board of Trustees

Sausalito Marin City School District
Field Trip Request

Please complete and submit to Principal at least one month before field trip date.

Request Date 4/26/11 Destination Muir Woods

Address _____

Teacher(s) Hammons/Trapp/Franz

Grade(s) 3/4/5 # Children 54 # Adults 5 Reservation Made Yes

Trip Date 5/26 Alternate Date _____

Departure Time 8:30 Pick Up @ Field Trip Site 1:30

Transportation: School Bus _____ Private Car _____ Walking _____ Public Transport _____

Funding Source: District _____ Other ☒ # of Lunches Needed 54

Name of staff member responsible for submitting completed lunch count to the district office at the end of the trip: Hammons/Franz/Trapp

Expenses (itemized) X

Name & Title of Person Offering Program Pt. Bonita YMCA

Standard Supported (in detail): Life Science 3.b examples of life forms in different

1. Every student must have a permission slip signed by a parent. School rules and safety instructions environment must be reviewed.
2. If there is a cost connected to this trip, site must provide an invoice to the Business Office for payment.
3. If lunches are provided, the classroom teacher is responsible for notifying the District Office of confirmed number of lunches needed AND for completion of form to indicate names of all children who were served lunch while on the field trip.

For District Use

Funding Source No Cost

Verification of Fund Availability M. D. ... Business Manager

Disposition

Approved ☒ Denied _____ Date 4/29/11 School Principal

Approved ☒ Denied _____ Date 5/26/11 Superintendent

Approved ☒ Denied _____ Date 5/27/11 Board of Trustees

Sausalito Marin City School District
Field Trip Request

Please complete and submit to Principal at least one month before field trip date.

Request Date 5/9/11 Destination San Francisco Maritime National Historical Park
Address Hyde Street Pier - Aquatic Park

Teacher(s) Jim Scullion

Grade(s) 1 # Children 22 # Adults 3 Reservation Made Yes

Trip Date 6/3/11 Alternate Date _____

Departure Time 9:00 Pick Up @ Field Trip Site n/a

Transportation: School Bus _____ Private Car _____ Walking ☒ Public Transport ☒

Funding Source: District _____ Other _____ # of Lunches Needed 22

Name of staff member responsible for submitting completed lunch count to the district office at the end of the trip: Jim Scullion

Expenses (itemized) \$184.30 Public transportation (Golden Gate Ferry & Bus)

Name & Title of Person Offering Program Mariah Gardner, Program Director

Standard Supported (in detail): History / Social Studies 1.4.2
Transportation methods of early days

1. Every student must have a permission slip signed by a parent. School rules and safety instructions must be reviewed.
2. If there is a cost connected to this trip, site must provide an invoice to the Business Office for payment.
3. If lunches are provided, the classroom teacher is responsible for notifying the District Office of confirmed number of lunches needed AND for completion of form to indicate names of all children who were served lunch while on the field trip.

For District Use

Funding Source Wells Fargo Grant - BA Discretionary

Verification of Fund Availability M. Ponsant Business Manager

Disposition

Approved ☒ Denied _____ Date 5/16/11 [Signature] School Principal

Approved ☒ Denied _____ Date 5/16/11 [Signature] Superintendent

Approved ☒ Denied _____ Date 5-24-11 [Signature] Board of Trustees

9/14/09
Business Office

This is a culmination activity to my Teacher - Ranger - Teacher program with the National Park Service. Students will be asked to donate towards expenses so total expenses will be significantly less than \$184.30

May 25, 2011

Superintendent Bradley
Sausalito/Marin City School District
630 Nevada Street
Sausalito, CA 94960

Dear Dr. Bradley:

With respect, teachers of the Sausalito/Marin City School district at both Bayside Elementary School and Willow Creek Academy, have come together to express their gratitude for all that Ms. Brooke has done for our students, and how incredibly sad we feel it would be to lose such a treasured teacher. Igor Babailov once said, "One can compare art education to the solid foundation for a house - once it's built properly, it will hold any shape or form you will place on it." Brooke has only *begun* to help the students build a solid foundation here at WCA.

As the Classroom Teachers learn to teach their own students standards-based curriculum by incorporating art, Art Teacher Brooke guides both the students and the teachers toward self-discovery and curiosity. As we Classroom Teachers have begun learning how to integrate art into various parts of the curriculum, we realize that we have learned perhaps only an iota of what we have yet to discover. The continuing opportunity to observe her process and her products would afford teachers greater facility in arts-integration in years to come.

Brooke inspires every single student, and we can all say this with absolute certainty and passion.

After these two years, students have relationships with Ms. Brooke, and she knows them each by name. The students gain from the continuity of one teacher. Classroom Teachers observe during art class that students articulately express themselves through the use of an 'art language' that Ms. Brooke teaches. As with all curricular areas, the rigor of study is apparent in the confident manner in which the students now approach the art projects. Ms. Brooke's impeccable preparation of materials allows her to teach many levels.

Miss Brooke is keenly aware of the State Standards for Visual Arts education, and uses standards based concepts in her art instruction to reinforce the standard-based academic concepts in many curricular areas. For example, in teaching Grade two, she is able to teach students to print a series of prints, and then go that extra step to teach them how to label the prints using fractions to indicate how many prints were made in all, and in what order.

Not only is Brooke a gifted artist and teacher, she is also the hardest working, most creative, kind, sincere and committed colleague with whom anyone could hope to work. We all feel that losing Brooke is like losing a piece of what makes our schools special.

As Art is integral to Bayside Elementary School and Willow Creek Academy, so too is Brooke. Keep Miss Brooke, keep art.

Sincerely,

Jennifer Atterman
Jennifer Banks
Susan Cassidy
Kristine Duran
Emily Enstice
Ellen Franz
Paula Hammons
Becky Jackson
Nathania Jacobs
Jan Loshin
Alise Perez
Jim Scullion
Anne Siskin

The Kindergarten-Fifth Grade Classroom Teachers at Willow Creek Academy and Bayside Elementary School in the Sausalito/Marin City School District.