



**SAUSALITO MARIN CITY SCHOOL DISTRICT**

Board of Trustees: Joshua Barrow - President, Ida Green - Vice President, Debra Turner - Clerk, Thomas Newmeyer, Caroline Van Alst  
Superintendent: Will McCoy

**Sausalito Marin City School District  
Agenda for the Regular Meeting of the Board of Trustees  
Bayside Martin Luther King Jr. Academy  
200 Phillips Drive, Marin City, CA 94965**

**Tuesday, February 6, 2018**

5:30 p.m. Open Session – Bayside/Martin Luther King Jr. Multi-Purpose Room  
5:31 p.m. Closed Session – Bayside/Martin Luther King School Conference Room  
6:00 p.m. Open Session – Bayside/Martin Luther King Jr. Multi-Purpose Room

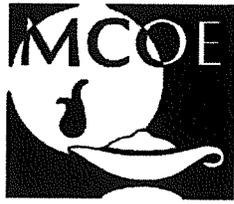
1. **OPEN SESSION – Call to Order**
2. **CLOSED SESSION – AGENDA**
  - 2.01 - With respect to every item of business to be discussed in Closed Session pursuant to GC Section 54957 **Public Employment – Superintendent’s Evaluation**
  - 2.02 - With respect to every item of business to be discussed in Closed Session pursuant to GC Section 54957 – **Public Employee Discipline/Dismissal/Release**
3. **RECONVENE TO OPEN SESSION** - Depending upon completion of Closed Session items, the Governing Board intends to convene in open Session at 6:00 p.m. to conduct the remainder of the meeting, reserving the right to return to Closed Session at any time.
4. **PLEDGE OF ALLEGIANCE** 2 minutes
5. **AGENDA REORGANIZATION/APPROVAL**  
Are there any requests from the Board to move any agenda item to a different location? 2 minutes
6. **BOARD COMMUNICATIONS** 10 minutes
7. **ORAL COMMUNICATIONS** 30 minutes  

Because the Board has a responsibility to conduct district business in an orderly and efficient way, the following procedures shall regulate public presentations to the Board. The Board is asking that members of the public wishing to speak fill out a form located on the counter/table, stating their name and address; the agenda item; and the topic to be discussed.

The Governing Board is prohibited from taking any action on any item raised in this section unless the item is specifically agenzied. Members of the Governing Board may ask a question for clarification, provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting on any matter or take action directing staff to place a matter of business on a future agenda. Governing Board members may make brief announcements or briefly report on his/her own activities as they related to school business.

State open meeting laws allow members of the public to lodge public criticism of District policies, procedures, programs, or services. However, those same laws include specific provisions designed to protect the liberty and reputational interests of public employees by providing for the non-public hearing of complaints or charges against employees of the District. Under these laws, it is the employee subject to complaints or charges who is provided the right to choose whether those complaints or charges will be heard in open or closed session. It is therefore the desire of the Sausalito Marin City School District that complaints against an employee be put in writing, and that when the Board hears complaints or charges against an employee it do so in closed session unless the employee requests an open session. Consistent with the law and the opinion of the State Attorney General's Office, please submit any complaints against an employee in writing, to the administration, in accordance with the district's complaint procedure. This procedure is designed to allow the District to address complaints against employees while at the same time respecting their legitimate privacy rights and expectations.
8. **CORRESPONDENCE** 5 minutes
  - 8.01 Marin County Office of Education – First Interim Budget Report
  - 8.02 California Teachers Association – Public Records Act Requests

- 9. **DISTRICT REPORTS**
  - 9.01 Community Advisory Committee Report – California Collaborative for Ed. Excellence 20 minutes
  - 9.02 Superintendent 10 minutes
  - 9.03 Site Leadership – David Finnane 20 minutes
  - 9.04 Parent Liaison – Felicia Younger 5 minutes
  - 9.05 Willow Creek Academy 5 minutes
- 10. **STANDING BOARD COMMITTEE REPORTS**
  - 10.01 Willow Creek Academy Oversight (Barrow, Turner) 5 minutes
- 11. **DISCUSSION ITEMS**
- 12. **CONSENT AGENDA** 5 minutes
  - 12.01 CLM Inc. Group Contract
  - 12.02 Payment of Warrants – Batches 26-29
  - 12.03 Minutes of the January 9, 2018 Board Meeting
  - 12.04 Payment to the Hannah Project - August 2017 to January 2018
- 13. **ACTION ITEMS** - Items Removed from the Consent Agenda: Any item removed from the Consent Agenda may be discussed and acted upon individually 15 minutes
  - 13.01 Consider Approval of the Indoor Environmental Services (IES) Contract to Complete Energy Efficient Upgrades at the Bayside Martin Luther King Junior Academy
  - 13.02 **Resolution 751** – Approval of Findings for Prop 39 Project
  - 13.03 Review and Approve the School Accountability Report Card 2016-2017 Published in 2017-2018 (SARC) for Bayside Martin Luther King Jr. Academy
- 14. **PERSONNEL ACTION ITEMS** 5 minutes
  - 14.01 Personnel Action Report – 2017-2018/3
- 15. **POLICY DEVELOPMENT**
- 16. **FUTURE MEETINGS**
  - 16.01 The next Regular Meeting of the Board of Trustees will be on Tuesday, March13, 2018 in the Bayside/Martin Luther King School Multi-Purpose Room
- 17. **FUTURE TOPICS**
- 18. **ADJOURNMENT**



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MARIN COUNTY

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OFFICE OF EDUCATION

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1111 LAS GALLINAS AVENUE/P.O. BOX 4925  
SAN RAFAEL, CA 94913-4925  
marincoe@marinschools.org

MARY JANE BURKE  
MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

(415) 472-4110  
FAX (415) 491-6625

January 16, 2018

Mr. Joshua Barrow, President  
Sausalito Marin City School District  
25 Burgess Court  
Marin City, CA 94965

Dear Mr. Barrow:

Our office has completed its review of the Sausalito Marin City School District's first interim budget report for 2017-18 in compliance with the provisions of Education Code 42131(a)(2). The Code requires the County Superintendent to approve or disapprove interim report certifications after:

Examining the report to determine whether it complies with the standards and criteria established pursuant to Education Code 33127.

Determining whether the first interim budget will allow the district to meet its financial obligations during the current fiscal year and is consistent with a financial plan that will enable the district to satisfy its multi-year financial commitments.

Based upon our review, we concur with the Board's QUALIFIED certification of the first interim budget report. The District's projected decline in ending fund balance is threatening the district's fiscal solvency, as described throughout this letter. Specifically, at the current rate of deficit spending the District could be insolvent in 2020-21.

In light of the threat to the District's fiscal solvency, the district needs to include a deficit reduction and recovery plan with the District's second interim budget report submission.

A qualified certification indicates the District may be unable to meet its financial obligations for the current or two subsequent fiscal years. A qualified certification grants certain authorities to the county office of education pursuant to Education Code 42127.6 including a requirement that any non-voter approved debt be approved by the County Superintendent prior to issuance and that disclosure of any proposed salary schedule increases be provided to the County Superintendent for review and comment at least 10 days prior to Board action to approve.

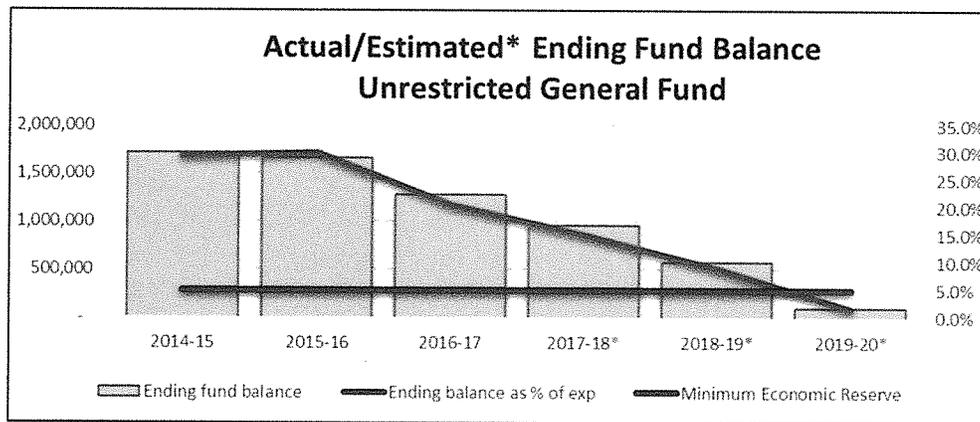
**2018-19 GOVERNOR’S BUDGET PROPOSAL**

On January 10<sup>th</sup>, the Governor released his 2018-19 Budget Proposal with an increase of \$3.1 billion in Proposition 98 funding for schools for a total of \$78.3 billion, a new all-time high for Proposition 98 funding. The budget assumes the continued expansion of the economy, however, the Governor notes that by the end of the 2018-19 fiscal year, this economic expansion will have matched the longest in modern history. A moderate recession could drop state revenues by over \$20 billion annually. The Governor also points out the Budget Proposal demands caution and prudence against mounting uncertainties especially as “California’s relationship with the federal government has never been more uncertain”. To that end, the Governor proposes fully funding the Rainy Day Fund as the best tool available to guide the state through the next, inevitable, recession.

The Governor’s Budget proposes fully funding the Local Control Funding Formula (LCFF), two years ahead of schedule. To improve student achievement and transparency, the Budget proposes requiring school districts to create a link between their Local Control and Accountability Plans (LCAPs) and their budgets to show how increased funding is being spent to support students of higher need. The Budget Proposal also includes \$1.8 billion in one-time Proposition 98 funding for all school districts equal to approximately \$300 per pupil, with these funds intended to offset any mandate reimbursement claims. These funds may be used at local discretion to support critical investments such as content standards implementation, technology, professional development, induction programs for beginning teachers, and deferred maintenance, or any other locally determined need.

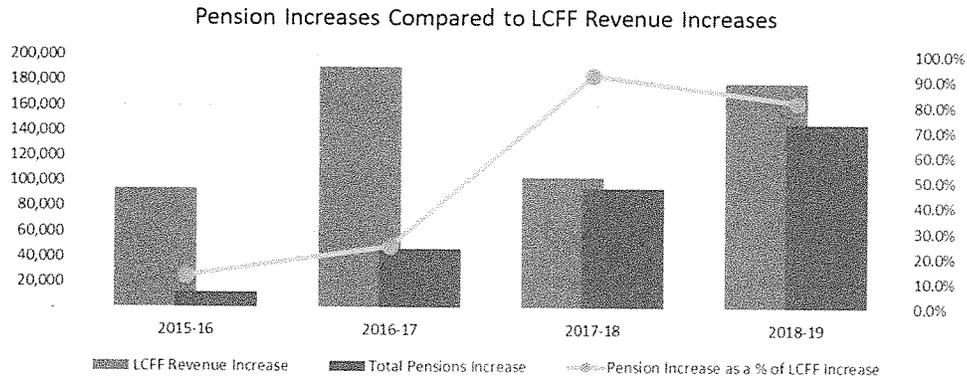
**BUDGETARY POSITION FOR SAUSALITO MARIN CITY SCHOOL DISTRICT**

The District’s first interim budget and multi-year projection reflects a decline in budgetary position when compared to the adopted budget. The following graph depicts the District’s estimated ending balance in the first interim budget and multi-year projection for the unrestricted general fund, with both the state required minimum reserve and the District’s actual reserve as a percentage of total expenditures.



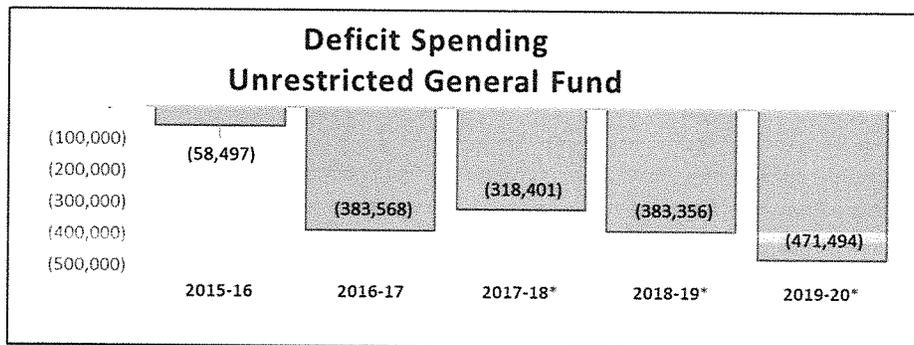
The last several years have seen substantial one-time revenues that have helped in meeting the many competing demands; however, the one-time nature of these revenues will not support ongoing costs over time. Nevertheless, the Governor’s budget proposal includes approximately \$300 per average daily attendance (ADA) in one-time revenues.

The District’s financial position is under increasing pressure from retirement system increases, obligations under the Local Control Funding Formula (LCFF) supplemental and concentration grant as well as natural inflation. The following chart reflects the historical and budgeted change in LCFF funding, including local property taxes, compared to the change in retirement system costs.



**OPERATING DEFICITS**

The District’s first interim budget and multi-year projection continues to reflect operating deficits in the unrestricted general fund as displayed in the chart below.



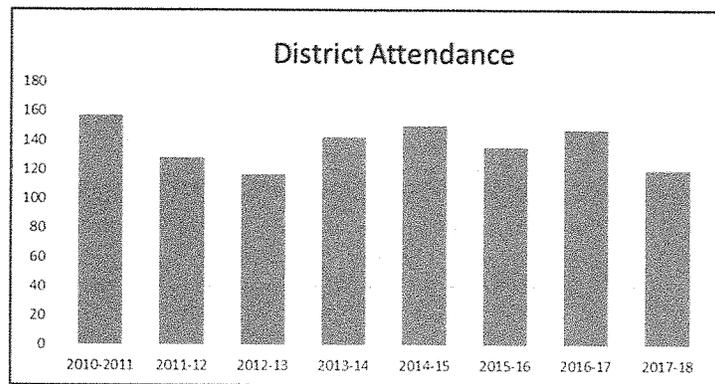
The cumulative impact of this projected deficit spending is a 92% decline in fund balance over the current plus two subsequent years, leaving the District with reserves of \$277 thousand in the general and special reserve funds combined which is equal to 4% of general fund expenditures at June 30, 2020.

While some deficit spending may be a result of one-time costs from prior year funding sources, ongoing structural deficits threaten a school district’s future educational programs. Districts that wait too long to address and correct structural deficits are forced to make dramatic corrections all at once. In contrast, carefully planned and phased-in structural corrections lessen the impact on children.

The District will soon begin developing the 2018-19 budget and multi-year projection, casting forward an additional year. Absent any changes, the District will be insolvent when projecting an additional year at the same rate of deficit spending. As noted above, the District’s second interim budget will need to include a deficit reduction and recovery plan.

**STUDENT ATTENDANCE**

The District’s estimate of average daily attendance (ADA) has declined by 22 ADA since budget adoption with a decrease in actual enrollment over the estimate prepared for budget adoption. The District’s ADA is estimated to be 28 ADA lower in 2017-18 than 2016-17.



**FEDERAL BUDGET**

The federal budget proposal for fiscal year 2018, funding 2018-19 programs for California school districts, proposed a reduction in Title I and the complete elimination of the Title II program. As a result, most districts are anticipating a reduction in federal revenues in the multi-year projection. At this time, the federal government has not yet approved the budget, and is operating on a continuing resolution that essentially leaves program funding frozen at fiscal year 2017 funding levels. We continue to monitor events in Washington to see if the deeper cuts to the education budget for K-12 public schools in the preliminary federal budget proposal for 2018-19 will materialize, including the potential impact from the recently approved federal Tax Reform Act.

**OTHER STATE FUNDING**

The District’s first interim budget includes one-time state funding of \$147 per average daily attendance (ADA), an increase of \$22 thousand over the adopted budget. Additionally, for those districts with unexpended Proposition 39 Clean Energy and Job Creation Act funds, the deadline for submitting new or amended applications for funding is this month, January 2018, with a requirement to encumber all funds by June 2018.

**SALARY SETTLEMENTS**

The District has not settled negotiations with the certificated bargaining unit for 2017-18. Due to the ongoing nature of these costs, any permanent increases to salary require permanent and ongoing funding sources. Absent any additional revenues, additional costs will further exacerbate the District’s deficit spending and associated decline in fund balance reserves.

When the District and bargaining unit are ready to settle negotiations, Government Code 3547.5 requires the District to publicly disclose costs, as certified by the superintendent and chief fiscal officer. Please provide a Public Disclosure of Collective Bargaining Agreement including the tentative agreement(s) and multi-year projection to our office 10 working days prior to Board approval. Budget revisions associated with salary settlements should be approved within 45 days of Board approval.

**RETIREE BENEFITS**

The District provides health benefits to retired employees - Other Post-Employment Benefits (OPEB) - that have met certain eligibility requirements, funding these benefits with the annual budget appropriation, paying as the expenditures come due. The District’s estimated OPEB liability is \$330 thousand. This measurement is based on the District’s actuarial study dated July 2016 and represents an increase of \$223 thousand in the liability since the District’s last study dated July 2013. The change in liability is primarily due to an increase in the number of active employees from 20 to 33 employees in the latest study.

**CHARTER SCHOOLS**

As a charter authorizer, the district is responsible for charter school oversight. We encourage the District to perform its oversight responsibilities as iterated in Education Code section 47604.2.

**RESERVES**

The District’s first interim report does not maintain the state-required minimum reserve for economic uncertainty of 5% of total general fund expenditures in all three years presented and the budget report is, therefore, qualified, as described in Education Code Section 42131. All school districts, whether state aid or community funded, are well advised to establish higher than minimum reserves in order to provide for the financial flexibility to absorb unanticipated expenditures without significant disruption to educational programs, cash flow deferrals and general economic uncertainties. Higher than minimum reserves allows the District to better ensure a consistent and stable program offering for students.

**CONCLUSION**

We thank Amy Prescott for her timely submission of the first interim budget using the statutorily required forms. If you have any questions, please do not hesitate to contact me at 415-499-5822.

We appreciate your dedication and service to the children of Marin County. Due to your good fiscal stewardship, the children of Marin County will continue to experience quality education now and in the future.

Sincerely,

MARY JANE BURKE  
Marin County Superintendent of Schools



KATE LANE  
Interim Assistant Superintendent

cc: Will McCoy, Superintendent  
Amy Prescott, Interim Chief Business Official



## CALIFORNIA TEACHERS ASSOCIATION

January 10, 2017

William McCoy  
Superintendent  
Sausalito Marin City School District  
200 Phillips Drive  
Marin City CA 94965

**RE: Public Records Act Requests for Employee Contact and Demographic Information**

Dear Superintendent McCoy,

I write on behalf of the Sausalito District Teachers Association CTA/NEA. It has come to our attention that several different out-of-state organizations have issued wide-ranging and intrusive California Public Records Act ("CPRA") requests to school districts around the state, including perhaps the Sausalito Marin City School District, seeking many categories of information about school district employees. Several of the requests, which call for production of the District's personnel documents, exceed the scope of the CPRA and implicate the constitutionally-protected privacy rights of the certificated employees that the Sausalito District Teachers Association represents.

1. On behalf of the Sausalito District Teachers Association, I hereby request pursuant to the Educational Employment Relations Act ("EERA"), that the District immediately furnish the Sausalito District Teachers Association with: (a) copies of any and all CPRA requests for certificated employee personnel records or other records seeking personally-identifiable information that the District has received in the past sixty (60) days; (b) copies of any and all communications sent to District certificated employees regarding the same; and (c) a current list of all District certificated employees. Please provide these at your earliest opportunity, and in no event later than January 31, 2018.

2. To the extent that the District has received any requests for contact, demographic, assignment, and/or qualification information about employees, please consider the following observations about what may properly be disclosed, and what must be withheld in the interest of respecting a certificated employee's "significant privacy interest." *Marken v. Santa Monica-Malibu Unified School District* (2012) 202 Cal.App.4th 1250, 1271.

In *International Federation of Professional and Technical Engineers, Local 21 v. Superior Court* (2007) 42 Cal.4th 319 ("IFPTE"), the California Supreme Court concluded that the public has a general right to know the names and salaries of public officials and employees under the CPRA, and that such information was not exempt from disclosure under the CPRA's §6254(c) exemption from disclosure of "[p]ersonnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy." At around the same time, the

California Supreme Court reached a similar decision in *Commission on Peace Officer Standards and Training v. Superior Court*, 42 Cal. 4th 278 (2007) (“POST”). There, the Court held that the CPRA required disclosure of peace officers’ names, employing departments, and hiring and termination dates, finding that the disclosure of this information did not constitute an invasion of privacy.

While courts acknowledge that the mere status of being a public employee does not compel an individual to forfeit or waive fundamental privacy rights, they have found that the public interest in knowing the names, departments, and compensation of public employees outweighs the employee’s privacy interest in that information. Thus, school districts are generally required under this line of cases to provide the first and last names, title, position, compensation information, and primary location of all employees.

However, a public employee with special circumstances can object, and must be afforded an opportunity to object, pursuant to Sections 6254(c) and 6255(a) if a CPRA request regarding workplace information raises unique privacy or other concerns that warrant non-disclosure (or at least redaction) in his/her particular case. For example, a CPRA request for information about an employee’s work location or department might present a legitimate threat to an employee’s personal safety if the employee has a temporary restraining order against an abusive individual. Thus, before you produce information in response to this type of CPRA request, you must: (1) notify employees that a CPRA request seeks work location information, and (2) give individual employees an opportunity to show that s/he faces particularized circumstances that justify withholding (or redacting) the information in his/her case.

Unlike workplace information, personal information in personnel-related records is exempt from disclosure under the CPRA. Many courts have recognized that information such as retirement ages, birth dates, home addresses, personal email addresses, telephone numbers, and social security numbers of public employees are not subject to disclosure under the CPRA because of the substantial privacy interests in that information. See, e.g., *Sonoma County Employees’ Retirement Ass’n v. Superior Court* (2011) 198 Cal.App.4th 986, 1004, 1006, and n.10; *Sacramento County Employees’ Retirement System v. Superior Court* (2011) 195 Cal.App.4th 440, 447. In addition, AB 2843 and AB119 amended the CPRA to make clear that the disclosure of public employees’ personal information is not permissible. Under Section 6254.3(a), the home addresses, home telephone numbers, personal cellular telephone numbers, and birth dates of all employees of a public agency are not deemed to be public records and are not open to public inspection. Personal email addresses are not public records either unless used to conduct public business. See Govt. Code §6254.3(b)(1). Thus, the law is clear that school districts may not provide employees’ home addresses, personal phone numbers, or personal email addresses in response to a CPRA request.

Individualized demographic and qualification information, such as an employee’s gender, race, or years of teaching experience, should not be subject to disclosure under the CPRA. Like age, which is not disclosable, see *Sonoma County*, 198 Cal.App.4th at 1004, the gender, race, and

ethnicity of employees is personal information, for which they have a strong privacy interest that must be balanced against the public's interest in knowing the demographic makeup of the workforce. Given the public's interest can be satisfied through the release of aggregate data regarding the composition of the workforce, we urge you to provide only aggregate qualification and demographic information and not individualized identity information, such as the gender, race, or ethnicity of employees by name.

We also urge you to object to the disclosure of work email addresses under the "catchall" exemption in Section 6255(a) of the CPRA, which provides that an agency may "justify withholding any record by demonstrating ... that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record." We trust that you will agree the district has a strong interest in not having outsiders bombard employees with extraneous, non-work related emails, which will take substantial time and attention to review and could distract employees from their work responsibilities. This detrimental impact on the efficiency of district operations would outweigh any interest the public has in communicating directly with non-supervisory and non-administrative employees.

The purpose of the CPRA is to make transparent the conduct of public entities. It is not to facilitate personal contact with public employees for the purpose of unwanted solicitation or marketing efforts. See *Sacramento County*, 195 Cal.App.4th at 471 (suggesting that employees have a stronger interest in avoiding unwanted solicitation or marketing efforts where an employer is asked to disclose contact information for employees). Personal contact of this type does not aid in the public's understanding of government operations. Moreover, the public interest in communicating with a school district can be achieved through alternative, less intrusive and disruptive means, such as speaking at a school board meeting or sending mail or e-mail to the district office. See *Los Angeles Unified School District (2014)* 228 Cal.App.4th at 242 ("Where a requester has an alternative, less intrusive means of obtaining the information sought, the public interest in disclosure is minimal."). Thus, the strong public interest in nondisclosure would outweigh the minimal interest in disclosure.

3. Finally, the Sausalito District Teachers Association requests that the District delay making any production in response to the CPRA request(s) until it has both (a) furnished the information requested above to the Sausalito District Teachers Association and the Sausalito District Teachers Association has had a reasonable time to review the same and to respond; and (b) notified, in writing, affected teachers of the intended production of personnel documents. This is required under the *Marken* decision cited above, which held that any public employee who believes that his or her personal information should remain private may bring an action in superior court to contest the intended release of information. Sufficient notice should be provided to the affected teachers to permit them to enforce their privacy rights through litigation, if necessary.

Nor is there any legal obligation for the District speedily to furnish the information requested under the CPRA. As you may know, the CPRA does not mandate production of requested documents within any particular timeframe and certainly not on any expedited basis. See Cal. Gov't Code § 6254(c). There is no need for the District to act with any particular urgency here, and every reason to proceed deliberately and to provide the Sausalito District Teachers Association and its unit members adequate time to review the request, consider whether it comports with the CPRA, and raise any appropriate objections thereto. The risk of release of private, personnel information is grave, and certainly outweighs any need for unexamined, hasty production by the District.

Sincerely yours,

Dan Reynolds  
CTA Regional UniServ Staff

c: Sausalito District Teachers Association President(s)

Sausalito Marin City School District

Agenda Item: 12.01

Date: February 6, 2018

- |                                     |                                 |                                     |                |
|-------------------------------------|---------------------------------|-------------------------------------|----------------|
| <input type="checkbox"/>            | Correspondence                  | <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/>            | Reports                         |                                     |                |
| <input type="checkbox"/>            | General Functions               |                                     |                |
| <input type="checkbox"/>            | Pupil Services                  |                                     |                |
| <input type="checkbox"/>            | Personnel Services              |                                     |                |
| <input checked="" type="checkbox"/> | Financial & Business Procedures |                                     |                |
| <input type="checkbox"/>            | Curriculum and Instruction      |                                     |                |
| <input type="checkbox"/>            | Policy Development              |                                     |                |
| <input type="checkbox"/>            | Public Hearings                 |                                     |                |

Item Requires Board Action:       Item is for Information Only:

**Item:** Consider Approval of the CLM, Inc. Group Contract to Separate the Bayside Martin Luther King Junior Academy and Willow Creek Academy Databases for the Mealtime Food Service Software Program. Total Expense of \$1,575 (New One-Time Contract).

**Background:**

The Mealtime program is utilized for both food service programs at Bayside MLK and Willow Creek Academy Charter. The program tracks student meals served, monitoring student eligibility, and state reporting. The two sites run food services programs independently of each other, but the Mealtime program was originally set up with both sites included in one database.

Best practice is to have the student data bases independent of each other for accurate accounting and to ensure that student meal eligibility is not overtly identified.

**Fiscal Impact:** \$1,575 - Paid by Base Funds (Contract Approved by Board in Spring 2017). This expense is not included in the District's 2017-2018 Revised Budget.

**Recommendation:** Approve

**Attachments:**

- CLM, Inc. Quote



**mPower Database Separation Quote - Sausalito Marin City School District  
and Willow Creek Academy**

<b>Date: December 12, 2017</b>
<b>Quote No. JS1212172</b>

<b>Customer:</b> Mark Tong, for Sausalito Marin City School District 200 Phillips Drive Marin City, CA 94965 510-229-3866 mark@silyco.com
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<b>Submitted By:</b> Jason Spence The CLM Group, Inc./MealTime 10200 SW Greenburg Road, Suite 360 Portland, OR 97223 800-755-0904 jspence@mealtimeclm.com
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**MealTime Software/Hardware**

Item	Description	Qty	Unit Price	Ext. Price
1	Data hosting for new database, 12-month contract per school	1	200.00	200.00
<b>Subtotal, MealTimeSoftware/Hardware</b>				<b>\$200.00</b>

**Implementation & Training**

Item	Description	Qty	Unit Price	Ext. Price
1	MealTime mPower database creation	Lot		1,000.00
2	Remote setup and import assistance, per hour We bill for actual time used for remote work	3 hrs	125/hr	375.00
<b>Subtotal, Implementation/Training (estimated)</b>				<b>\$1,375.00</b>

<b>TOTAL INVESTMENT including travel (estimated)</b>	<b>\$1,575.00</b>
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MealTime/The CLM Group, Inc.  
10200 SW Greenburg Road, Suite 360 Portland, OR 97223  
Phone (800) 755-0904 | Fax (503) 646-8848

This proposal to remain confidential  
Pricing guaranteed for 60 days



**Annual Maintenance and Support Fee Beginning Year Two for new site**

Item	Description	Qty	Unit Price	Ext. Price
1	MealTime mPower Central Office (includes Point of Sale)	1	349.00	349.00
2	Hosting fee, 12-year contract per school	1		200.00
<b>Subtotal, Annual Maintenance and Support</b>				<b>\$549.00</b>

**Terms and Conditions**

**HARDWARE:** Payment for all hardware items must be made prior to ordering and customer taking possession. A Restocking fee of 15% will be applied to all returned items.

**MAINTENANCE:** Payment of the annual maintenance fee entitles the customer to technical support via 800 number and software updates, as well as discounts on product upgrades.

**TRAINING:** Fees for travel and lodging are in addition to the daily fee of \$695.00 for training. Actual expenses are billed to the customer upon completion of training.

**PAYMENT TERMS:** Payment due 30 days from invoice date. A 1.5% fee will be added to all late payments.

**PRICING:** Pricing valid for 60 days from date of quote.

**Acceptance of this Quote:** Please sign and date this quote below, and FAX it to 503-646-8848, along with a purchase order if required, to place your order.

The undersigned agent of the School or Organization affirms that he or she is duly authorized to enter into and make binding agreements on behalf of the School or Organization.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

**Sausalito Marin City School District**

**Payment of Warrants**

2/6, 2018

Attached warrants include:

Batch 26 Fund 01 in the amount of \$276,019.36

Batch 26 Fund 13 in the amount of \$1,769.28

Batch 26 Fund 14 in the amount of \$7,110.00

Batch 26 Fund 78 in the amount of \$79,088.54

Batch 27 Fund 01 in the amount of \$3,420.99

Batch 27 Fund 13 in the amount of \$2,879.97

Batch 28 Fund 01 in the amount of \$58,241.31

Batch 28 Fund 13 in the amount of \$1,766.59

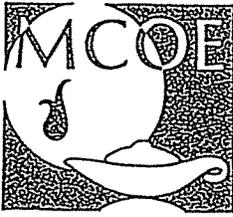
Batch 28 Fund 78 in the amount of \$91,353.56

Batch 29 Fund 01 in the amount of \$113,060.69

Batch 29 Fund 13 in the amount of \$2,581.20

Prepared by Vida Moattar

Sausalito Marin City School District Business Office



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 1/10/18

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 \$ 363,987.18.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>26</u>	<u>276,019.36</u>
<u>13</u>	<u>26</u>	<u>17,69.28</u>
<u>14</u>	<u>26</u>	<u>7,110.00</u>
<u>78</u>	<u>26</u>	<u>79,088.54</u>

Authorized Signature *Amy Prescott*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0026 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
20185251	070873/	ADVANCED SECURITY SYSTEMS				
		PO-180023	1. 01-0000-0-5840.00-0000-8300-103-000-000		12/17 WCA	97.50
			2. 01-0000-0-5840.00-0000-8300-104-000-000		12/17 BMLK	97.50
			WARRANT TOTAL			\$195.00
20185252	000609/	AMERICAN EXPRESS				
		PV-180278	01-0000-0-4300.00-0000-2495-104-000-000		Gift Card Incentives	200.00
			01-0000-0-4300.00-0000-2700-104-000-000		Staff Holiday Party, LCAP meet	803.14
			01-0000-0-4300.00-0000-7200-700-000-000		Office Supplies	15.38
			01-8150-0-5230.00-0000-8110-104-000-000		Rothkop - Hotel	109.25
			01-8150-0-5840.00-0000-8110-103-000-000		Truck Smog Test	35.50
			01-8150-0-5840.00-0000-8110-104-000-000		Truck Smog Test	35.50
			WARRANT TOTAL			\$1,198.77
20185253	002550/	ASSOCIATED VALUATION SERVICES				
		PO-180020	1. 01-0000-0-5849.00-0000-7200-700-000-000		5751	292.59
			WARRANT TOTAL			\$292.59
20185254	070358/	AT&T				
		PO-180003	1. 01-0000-0-5970.00-0000-7200-700-000-000		12/17	46.66
			WARRANT TOTAL			\$46.66
20185255	070329/	AT&T CALNET 3				
		PO-180001	1. 01-0000-0-5970.00-0000-2700-104-000-000		ASE Billing	1,060.07
			WARRANT TOTAL			\$1,060.07
20185256	000006/	BAY CITIES REFUSE INC				
		PO-180004	1. 01-0000-0-5550.00-0000-8200-103-000-000		1/18	718.25
			WARRANT TOTAL			\$718.25
20185257	070711/	BRIGHT PATH THERAPISTS				
		PV-180275	01-6500-0-5835.10-5770-1182-700-000-000		6744	414.92
			WARRANT TOTAL			\$414.92

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0026 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		
20185258	001811/	STATE OF CALIFORNIA													
		PV-180281	01	0000	0	5821	00	0000	7200	725	000	000	276903	64.00	
													WARRANT TOTAL	\$64.00	
20185259	070308/	CDW-G													
		PO-180140	1.	01	0000	0	4300	00	1110	1010	104	000	LCD3298	187.63	
													WARRANT TOTAL	\$187.63	
20185260	070935/	CINTAS CORPORATION													
		PO-180056	1.	01	8150	0	5840	00	0000	8110	104	000	626161129, 626163628	668.18	
													WARRANT TOTAL	\$668.18	
20185261	070192/	COMMUNIQUE INTERPRETING INC.													
		PO-180095	1.	01	6500	0	5840	00	5770	1132	700	000	18-01009	2,303.75	
													WARRANT TOTAL	\$2,303.75	
20185262	070184/	DOWNING HEATING INC.													
		PV-180273	01	8150	0	5600	00	0000	8110	104	000	000	S55320	340.00	
													WARRANT TOTAL	\$340.00	
20185263	001807/	EMPLOYMENT DEVELOPMENT DEPT.													
		PV-180277	01	0000	0	9515	00	0000	0000	000	000	000	94241171 Q4, 2017	376.76	
													WARRANT TOTAL	\$376.76	
20185264	070721/	FAGEN FRIEDMAN FULFROST													
		PO-180074	1.	01	0000	0	5829	00	0000	7100	700	000	55652 1-6	12,635.00	
													WARRANT TOTAL	\$12,635.00	
20185265	071025/	DAVID FINNANE													
		PV-180279	01	0000	0	4300	00	0000	2700	104	000	000	Office Furniture, Supplies	442.41	
			01	0000	0	4400	00	0000	2700	104	000	000	Office Furniture, Supplies	539.71	
													WARRANT TOTAL	\$982.12	
20185266	002270/	FISHMAN SUPPLY CO.													
		PO-180108	1.	01	0000	0	4300	00	0000	8210	104	000	1112732	204.03	
													WARRANT TOTAL	\$204.03	

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0026 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
20185267	002854/	FOLLETT SCHOOL SOLUTIONS				
		PO-180157	1. 01-0000-0-4200.00-1110-1010-104-000-001		740845F-4	170.37
			WARRANT TOTAL			\$170.37
20185268	000023/	GOODMAN BUILDING SUPPLY CO.				
		PO-180008	1. 01-8150-0-4300.00-0000-8110-103-000-000		1/18 WCA	101.55
			2. 01-8150-0-4300.00-0000-8110-104-000-000		1/18 BMLK	101.55
			WARRANT TOTAL			\$203.10
20185269	000701/	HYDREX PEST CONTROL				
		PO-180014	1. 01-0000-0-5525.00-0000-8200-103-000-000		11-12/17 Service	150.00
			2. 01-0000-0-5525.00-0000-8200-104-000-000		1/18	85.00
			WARRANT TOTAL			\$235.00
20185270	002345/	KONE INC.				
		PO-180006	2. 01-8150-0-5840.00-0000-8110-104-000-000		1/18 BMLK	131.28
			WARRANT TOTAL			\$131.28
20185271	000045/	MARIN COUNTY OFFICE OF EDUC				
		PV-180272	01-4035-0-5240.00-1110-2140-104-000-000		180306	75.00
			WARRANT TOTAL			\$75.00
20185272	070326/	MARIN SANITARY SERVICE				
		PO-180002	1. 01-0000-0-5550.00-0000-8200-104-000-000		12/17	600.00
			WARRANT TOTAL			\$600.00
20185273	070868/	EMILY MATTO				
		PV-180276	01-1100-0-4300.00-1110-1010-104-000-123		Classroom Supplies	107.71
			WARRANT TOTAL			\$107.71
20185274	001746/	MCGRAW HILL				
		PV-180271	01-6300-0-4100.00-1110-1010-104-000-000		Account 246962	231.21
			WARRANT TOTAL			\$231.21
20185275	071017/	ZAKI MOKHEMER				
		PO-180092	1. 01-6500-0-5840.00-5770-3600-700-000-000		12/17	592.69

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0026 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								\$592.69	
20185276	000058/	P G & E CO							
		PO-180000	1.	01-0000-0-5510.00-0000-8200-103-000-000				12/17 WCA	3,748.27
			2.	01-0000-0-5510.00-0000-8200-104-000-000				12/17 BMLK	3,380.13
		WARRANT TOTAL						\$7,128.40	
20185277	070222/	PROTECTION ONE							
		PV-180270		01-0000-0-5840.00-0000-8300-103-000-000				1/18	309.09
				01-0000-0-5840.00-0000-8300-104-000-000				1/18	309.09
				01-0000-0-5840.00-0000-8300-700-000-000				1/18	88.28
		WARRANT TOTAL						\$706.46	
20185278	001206/	SHELL OIL CO.							
		PV-180284		01-0000-0-4301.00-0000-8110-735-000-000				12/17	338.46
		WARRANT TOTAL						\$338.46	
20185279	070406/	SILYCO							
		PO-180016	2.	01-0000-0-5849.00-0000-7716-700-000-000				DEC2017	5,760.00
		WARRANT TOTAL						\$5,760.00	
20185280	070200/	STANDARD INSURANCE COMPANY CB							
		PV-180283		01-0000-0-9527.00-0000-0000-000-000-000				1/18	655.81
		WARRANT TOTAL						\$655.81	
20185281	001531/	STAPLES							
		PO-180159	1.	01-0000-0-4300.00-0000-2700-104-000-000				8047925265	410.61
		PO-180161	1.	01-1100-0-4300.00-1110-1010-104-000-000				8047925265	117.53
		WARRANT TOTAL						\$528.14	
20185282	000300/	TRANSBAY SECURITY SERVICE							
		PV-180280		01-8150-0-4300.00-0000-8100-104-000-000				66795	31.39
		WARRANT TOTAL						\$31.39	
20185283	070677/	LYDIA TUVESON							
		PO-180131	1.	01-6500-0-5835.00-5770-1182-700-000-000				05LT2017-2018	207.50

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0026 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						\$207.50
20185284	070525/	US BANCORP EQUIP. FINANCE INC				
		PO-180012	2. 01-0000-0-5605.00-0000-2700-104-000-000		1/18	888.62
WARRANT TOTAL						\$888.62
20185285	070759/	VERIZON WIRELESS				
		PO-180013	1. 01-0000-0-5840.00-0000-7200-700-000-000		1/18	418.49
WARRANT TOTAL						\$418.49
20185286	002172/	WILLOW CREEK ACADEMY				
		PV-180286	01-0000-0-8096.00-0000-9200-103-000-000		1/18 In Lieu Payment	235,322.00
WARRANT TOTAL						\$235,322.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	36	TOTAL AMOUNT OF CHECKS:	\$276,019.36*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	36	TOTAL AMOUNT:	\$276,019.36*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0026 GENERAL FUND  
 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	
20185287	070841/	ECOLAB													
		PV-180282												7964583	110.45
														WARRANT TOTAL	\$110.45
20185288	070816/	UNFI													
		PV-180285												10358609-003, 10369211-004	1,658.83
														WARRANT TOTAL	\$1,658.83
*** FUND	TOTALS ***														
														TOTAL NUMBER OF CHECKS:	2
														TOTAL AMOUNT OF CHECKS:	\$1,769.28*
														TOTAL ACH GENERATED:	0
														TOTAL AMOUNT OF ACH:	\$.00*
														TOTAL EFT GENERATED:	0
														TOTAL AMOUNT OF EFT:	\$.00*
														TOTAL PAYMENTS:	2
														TOTAL AMOUNT:	\$1,769.28*

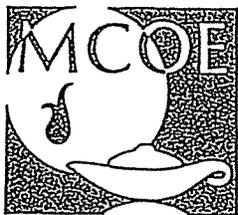
DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0026 GENERAL FUND  
 FUND : 14 DEFERRED MAINTENANCE FUND

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	
20185289	071046/	MIKE BROWN ELECTRIC COMPANY													
		PO-180129	1.	14-0000-0-5600.00-0000-8110-104-000-000										68565001	7,110.00
														WARRANT TOTAL	\$7,110.00
*** FUND	TOTALS ***						TOTAL NUMBER OF CHECKS:							TOTAL AMOUNT OF CHECKS:	\$7,110.00*
							TOTAL ACH GENERATED:							TOTAL AMOUNT OF ACH:	\$ .00*
							TOTAL EFT GENERATED:							TOTAL AMOUNT OF EFT:	\$ .00*
							TOTAL PAYMENTS:							TOTAL AMOUNT:	\$7,110.00*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0026 GENERAL FUND  
 FUND : 78 PASS-THROUGH ~ REVENUES

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
20185290	002172/	WILLOW CREEK ACADEMY							
		PV-180274	78-0000-0-9620.00-0000-0000-000-000						A Bulletins 9-11/17
									79,088.54
									WARRANT TOTAL
									\$79,088.54
*** FUND	TOTALS ***								
						TOTAL NUMBER OF CHECKS:			1
						TOTAL ACH GENERATED:			0
						TOTAL EFT GENERATED:			0
						TOTAL PAYMENTS:			1
									TOTAL AMOUNT OF CHECKS:
									\$79,088.54*
									TOTAL AMOUNT OF ACH:
									\$ .00*
									TOTAL AMOUNT OF EFT:
									\$ .00*
									TOTAL AMOUNT:
									\$79,088.54*
*** BATCH TOTALS ***						TOTAL NUMBER OF CHECKS:			40
						TOTAL ACH GENERATED:			0
						TOTAL EFT GENERATED:			0
						TOTAL PAYMENTS:			40
									TOTAL AMOUNT OF CHECKS:
									\$363,987.18*
									TOTAL AMOUNT OF ACH:
									\$ .00*
									TOTAL AMOUNT OF EFT:
									\$ .00*
									TOTAL AMOUNT:
									\$363,987.18*
*** DISTRICT TOTALS ***						TOTAL NUMBER OF CHECKS:			40
						TOTAL ACH GENERATED:			0
						TOTAL EFT GENERATED:			0
						TOTAL PAYMENTS:			40
									TOTAL AMOUNT OF CHECKS:
									\$363,987.18*
									TOTAL AMOUNT OF ACH:
									\$ .00*
									TOTAL AMOUNT OF EFT:
									\$ .00*
									TOTAL AMOUNT:
									\$363,987.18*

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VENDOR PAYMENT CERTIFICATION

Date 1/17/18

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 \$ 6,300.96.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>27</u>	<u>3,420.99</u>
<u>13</u>	<u>27</u>	<u>2,879.97</u>

Authorized Signature *Amiy Prescott*

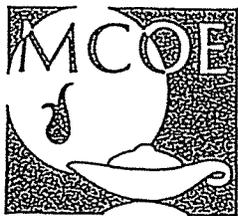
DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0027 GENERAL FUND  
 FUND : 01 GENERAL FUND

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	
20185860	002711/	CSBA C/O WESTAMERICA BANK							
		PV-180289	01-0000-0-4300.00-0000-7110-700-000-000					Board Evaluation Kits	72.36
								WARRANT TOTAL	\$72.36
20185861	001803/	DOTTO GLASS INC.							
		PV-180287	01-8150-0-5600.00-0000-8110-103-000-000					228680 WCA Broken Glass	892.00
								WARRANT TOTAL	\$892.00
20185862	000700/	ELECTRIX							
		PV-180288	01-8150-0-5600.00-0000-8110-103-000-000					19942-4	369.09
			01-8150-0-5600.00-0000-8110-104-000-000					19942-4	1,231.94
								WARRANT TOTAL	\$1,601.03
20185863	000866/	T & B SPORTS							
		PO-180156	1. 01-0000-0-4300.00-1130-1010-104-000-000					264001	693.04
								WARRANT TOTAL	\$693.04
20185864	000300/	TRANSBAY SECURITY SERVICE							
		PV-180293	01-8150-0-4300.00-0000-8100-104-000-000					69160	129.00
								WARRANT TOTAL	\$129.00
20185865	070792/	TURNING GREEN							
		PV-180294	01-0000-0-4300.00-0000-2700-104-000-000					1318-9	33.56
								WARRANT TOTAL	\$33.56
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	6		TOTAL AMOUNT OF CHECKS:			\$3,420.99*
			TOTAL ACH GENERATED:	0		TOTAL AMOUNT OF ACH:			\$.00*
			TOTAL EFT GENERATED:	0		TOTAL AMOUNT OF EFT:			\$.00*
			TOTAL PAYMENTS:	6		TOTAL AMOUNT:			\$3,420.99*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0027 GENERAL FUND  
 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		
20185866	070973/	ROCK ISLAND REFRIGERATED				
		PV-180292	13-5310-0-4700.00-0000-3700-700-000-000	1089030		265.35
			WARRANT TOTAL			\$265.35
20185867	070792/	TURNING GREEN				
		PV-180294	13-5310-0-4300.00-0000-3700-700-000-000	1318-9		655.91
			13-5310-0-4700.00-0000-3700-700-000-000	1318-9		1,287.68
			WARRANT TOTAL			\$1,943.59
20185868	070816/	UNFI				
		PV-180291	13-5310-0-4700.00-0000-3700-700-000-000	10380116-003		561.03
			WARRANT TOTAL			\$561.03
20185869	070799/	VERITABLE VEGETABLE INC.				
		PV-180290	13-5310-0-4700.00-0000-3700-700-000-000	1196909, 1197431		110.00
			WARRANT TOTAL			\$110.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	4	TOTAL AMOUNT OF CHECKS:	\$2,879.97*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	4	TOTAL AMOUNT:	\$2,879.97*
*** BATCH	TOTALS ***		TOTAL NUMBER OF CHECKS:	10	TOTAL AMOUNT OF CHECKS:	\$6,300.96*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	10	TOTAL AMOUNT:	\$6,300.96*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF CHECKS:	10	TOTAL AMOUNT OF CHECKS:	\$6,300.96*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	10	TOTAL AMOUNT:	\$6,300.96*

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VENDOR PAYMENT CERTIFICATION

Date 1/24/18

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 \$ 151,361.46.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>28</u>	<u>58,241.31</u>
<u>13</u>	<u>28</u>	<u>1,766.59</u>
<u>78</u>	<u>28</u>	<u>91,353.56</u>

Authorized Signature *Amy Prescott*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0028 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	
20186589	070873/	ADVANCED SECURITY SYSTEMS					
		PO-180023	1.	01-0000-0-5840.00-0000-8300-103-000-000		1/18 WCA	97.50
			2.	01-0000-0-5840.00-0000-8300-104-000-000		1/18 BMLK	97.50
						WARRANT TOTAL	\$195.00
20186590	071063/	ALCATRAZ CRUISES LLC					
		PV-180301		01-9473-0-5819.00-1110-1010-104-000-000		Field Trip 3/8/18 J. Frederick	339.25
						WARRANT TOTAL	\$339.25
20186591	071064/	CLAUDIA BREUER					
		PV-180305		01-6500-0-4300.00-5770-1110-700-000-000		Classroom Supplies	53.18
						WARRANT TOTAL	\$53.18
20186592	070308/	CDW-G					
		PO-180165	1.	01-0000-0-4300.00-0000-2700-104-000-000		LKC8062	74.34
						WARRANT TOTAL	\$74.34
20186593	070935/	CINTAS CORPORATION					
		PO-180056	1.	01-8150-0-5840.00-0000-8110-104-000-000		626168631	334.09
						WARRANT TOTAL	\$334.09
20186594	001664/	COSTCO MEMBERSHIP					
		PV-180308		01-0000-0-5300.00-0000-7200-700-000-000		Membership Renewal	120.00
						WARRANT TOTAL	\$120.00
20186595	070721/	FAGEN FRIEDMAN FULFROST					
		PO-180074	1.	01-0000-0-5829.00-0000-7100-700-000-000		56331 1-6	11,341.50
						WARRANT TOTAL	\$11,341.50
20186596	071060/	DAVID HOWE					
		PV-180309		01-8150-0-5840.00-0000-8110-103-000-000		WCA Tractor Rental	200.00
						WARRANT TOTAL	\$200.00
20186597	000701/	HYDREX PEST CONTROL					
		PO-180163	1.	01-0000-0-5525.00-0000-8200-104-000-000		225962	950.00
						WARRANT TOTAL	\$950.00

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0028 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
20186598	000039/	KAISER FOUNDATION				
		PV-180298	01-0000-0-9526.00-0000-0000-000-000-000		578-0002	13,912.82
			01-0000-0-9526.00-0000-0000-000-000-000		16734-0001	13,108.12
			WARRANT TOTAL			\$27,020.94
20186599	071061/	LEARNING PLUS				
		PO-180166	1. 01-1100-0-4300.00-1110-1010-104-000-000		10503-4	1,865.75
			WARRANT TOTAL			\$1,865.75
20186600	000045/	MARIN COUNTY OFFICE OF EDUC				
		PV-180296	01-0000-0-5840.00-0000-2700-104-000-000		180356	265.00
			WARRANT TOTAL			\$265.00
20186601	070868/	EMILY MATTO				
		PV-180302	01-1100-0-4300.00-1110-1010-104-000-000		Speaker Banks/Matto	39.32
		PV-180307	01-1100-0-4300.00-1110-1010-104-000-123		Classroom Supplies	69.56
			WARRANT TOTAL			\$108.88
20186602	071015/	MCCDC				
		PO-180049	1. 01-9472-0-5840.00-0000-2495-104-000-000		Younger 1/18	4,486.26
			WARRANT TOTAL			\$4,486.26
20186603	000015/	MSIA DENTAL				
		PV-180303	01-0000-0-9528.00-0000-0000-000-000-000		2/18	3,071.77
			WARRANT TOTAL			\$3,071.77
20186604	000117/	MSIA VISION				
		PV-180304	01-0000-0-9529.00-0000-0000-000-000-000		2/18	370.31
			WARRANT TOTAL			\$370.31
20186605	071062/	JENNIFER PUCKETT				
		PV-180297	01-0000-0-4300.00-1484-2495-104-000-000		Food for Tam Registration	153.91
			WARRANT TOTAL			\$153.91
20186606	070839/	DARRELL ROARY				
		PV-180306	01-0000-0-5840.00-1130-1010-104-000-000		Basketball Referee	80.00

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0028 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
-----						
WARRANT TOTAL						\$80.00
20186607	070789/	SCHOOL FACILITY CONSULTANTS				
		PV-180299	01-0000-0-5840.00-0000-7200-700-000-000	11511		622.13
WARRANT TOTAL						\$622.13
20186608	070913/	SEAGATE BRIDGEWAY ASSOCIATES				
		PV-180310	01-0000-0-5555.00-0000-7150-725-000-000		2/18 Rent	5,317.00
WARRANT TOTAL						\$5,317.00
20186609	071036/	STAFFING OPTIONS & SOLUTIONS				
		PO-180107	1. 01-6500-0-5835.00-5770-1182-700-000-000	22436		1,230.00
WARRANT TOTAL						\$1,230.00
20186610	070792/	TURNING GREEN				
		PV-180311	01-0000-0-4319.00-1110-1010-104-000-000		12/17 Cafeteria Expenditures	42.00
WARRANT TOTAL						\$42.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	22	TOTAL AMOUNT OF CHECKS:	\$58,241.31*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	22	TOTAL AMOUNT:	\$58,241.31*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0028 GENERAL FUND  
 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	
20186611	070841/	ECOLAB				
		PV-180295	13-5310-0-5605.00-0000-3700-700-000-000		8280807	116.40
			WARRANT TOTAL			\$116.40
20186612	070792/	TURNING GREEN				
		PV-180311	13-5310-0-4300.00-0000-3700-700-000-000		12/17 Cafeteria Expenditures	1,006.21
			13-5310-0-4700.00-0000-3700-700-000-000		12/17 Cafeteria Expenditures	45.77
			WARRANT TOTAL			\$1,051.98
20186613	070816/	UNFI				
		PV-180313	13-5310-0-4700.00-0000-3700-700-000-000		10391561-003	485.71
			WARRANT TOTAL			\$485.71
20186614	070799/	VERITABLE VEGETABLE INC.				
		PV-180312	13-5310-0-4700.00-0000-3700-700-000-000		1198320	112.50
			WARRANT TOTAL			\$112.50
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS: 4		TOTAL AMOUNT OF CHECKS:	\$1,766.59*
			TOTAL ACH GENERATED: 0		TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED: 0		TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS: 4		TOTAL AMOUNT:	\$1,766.59*

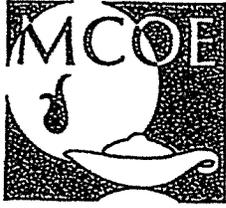
DISTRICT: 047 SAUSALITO SCHOOL DISTRICT

BATCH: 0028 GENERAL FUND

FUND : 78 PASS-THROUGH ~ REVENUES

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			
20186615	002172/	WILLOW CREEK ACADEMY													
		PV-180300	78-0000-0-9620.00-0000-0000-000-000									A Bulletins 12/17	91,353.56		
												WARRANT TOTAL	\$91,353.56		
*** FUND	TOTALS ***											TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	\$91,353.56*
												TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
												TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
												TOTAL PAYMENTS:	1	TOTAL AMOUNT:	\$91,353.56*
*** BATCH	TOTALS ***											TOTAL NUMBER OF CHECKS:	27	TOTAL AMOUNT OF CHECKS:	\$151,361.46*
												TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
												TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
												TOTAL PAYMENTS:	27	TOTAL AMOUNT:	\$151,361.46*
*** DISTRICT	TOTALS ***											TOTAL NUMBER OF CHECKS:	27	TOTAL AMOUNT OF CHECKS:	\$151,361.46*
												TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
												TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
												TOTAL PAYMENTS:	27	TOTAL AMOUNT:	\$151,361.46*

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OFFICE OF EDUCATION

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MARY JANE BURKE  
MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

(415) 472-4110  
FAX (415) 491-6625

VENDOR PAYMENT CERTIFICATION

Date 1/31/18

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 \$ 115,641.89.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>29</u>	<u>113,060.69</u>
<u>13</u>	<u>29</u>	<u>2,581.20</u>

Authorized Signature *Amy Prescott*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0029 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	
20187399	070329/	AT&T CALNET 3				
		PO-180001	1. 01-0000-0-5970.00-0000-2700-104-000-000		1/18	430.36
			2. 01-0000-0-5970.00-0000-2700-104-000-000		1/18	1,440.50
			WARRANT TOTAL			\$1,870.86
20187400	071039/	BAY AREA DISCOVERY MUSEUM				
		PV-180320	01-9473-0-5819.00-1110-1010-104-000-000		March 2 Field Trip	330.00
			WARRANT TOTAL			\$330.00
20187401	070308/	CDW-G				
		PO-180169	1. 01-0000-0-4300.00-0000-2700-104-000-000		LLQ2694, LMK3300	184.72
			WARRANT TOTAL			\$184.72
20187402	070192/	COMMUNIQUE INTERPRETING INC.				
		PO-180095	1. 01-6500-0-5840.00-5770-1132-700-000-000		18-01140	1,821.25
			WARRANT TOTAL			\$1,821.25
20187403	070761/	CON E SOLUTIONS				
		PO-180025	1. 01-0000-0-5840.00-0000-7705-700-000-000		10-12/17	1,005.00
			WARRANT TOTAL			\$1,005.00
20187404	002270/	FISHMAN SUPPLY CO.				
		PO-180108	1. 01-0000-0-4300.00-0000-8210-104-000-000		1115999	518.86
			WARRANT TOTAL			\$518.86
20187405	070876/	GATEWAY LEARNING GROUP				
		PV-180319	01-6500-0-5835.00-5770-1182-700-000-000		1056255, 1136022, 1136041	405.00
			WARRANT TOTAL			\$405.00
20187406	000023/	GOODMAN BUILDING SUPPLY CO.				
		PO-180008	1. 01-8150-0-4300.00-0000-8110-103-000-000		2/18 WCA	112.00
			2. 01-8150-0-4300.00-0000-8110-104-000-000		2/18 BMLK	112.35
			WARRANT TOTAL			\$224.35
20187407	071035/	CLAIRE HARTY				
		PV-180315	01-3010-0-5840.00-1110-2140-104-000-000		Professional Development	199.00

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0029 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													\$199.00	
20187408	002712/	MALUGANI TIRE CENTER												
		PV-180316		01-8150-0-5840.00-0000-8110-104-000-000									1119146	101.72
WARRANT TOTAL													\$101.72	
20187409	001019/	MARIN PUPIL TRANS. AGENCY												
		PO-180048	1.	01-9002-0-7143.00-5001-9200-700-000-000									18-69	53,332.00
			2.	01-9002-0-7143.00-5001-9200-700-000-000									18-69	41,735.00
WARRANT TOTAL													\$95,067.00	
20187410	000016/	OFFICE DEPOT												
		PO-180162	1.	01-0000-0-4300.00-0000-7150-700-000-000									McCoy Supplies	89.83
WARRANT TOTAL													\$89.83	
20187411	000058/	P G & E CO												
		PO-180000	1.	01-0000-0-5510.00-0000-8200-103-000-000									1/18 WCA	3,598.95
			2.	01-0000-0-5510.00-0000-8200-104-000-000									1/18 BMLK	3,798.44
WARRANT TOTAL													\$7,397.39	
20187412	000073/	PEARSON												
		PO-180164	1.	01-6513-0-4300.00-5001-3120-700-000-000									11483207, 11485088	923.35
WARRANT TOTAL													\$923.35	
20187413	070222/	PROTECTION ONE												
		PV-180314		01-0000-0-5840.00-0000-8300-103-000-000									2/18	376.37
				01-0000-0-5840.00-0000-8300-104-000-000									2/18	376.06
				01-0000-0-5840.00-0000-8300-700-000-000									2/18	187.56
WARRANT TOTAL													\$939.99	
20187414	001206/	SHELL OIL CO.												
		PV-180318		01-0000-0-4301.00-0000-8110-735-000-000									1/18	70.00
WARRANT TOTAL													\$70.00	
20187415	071036/	STAFFING OPTIONS & SOLUTIONS												
		PO-180107	1.	01-6500-0-5835.00-5770-1182-700-000-000									22887	1,230.00

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0029 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													\$1,230.00	
20187416	070200/	STANDARD INSURANCE COMPANY CB												
		PV-180317	01-0000-0-9527	00-0000-0000-000-000									2/18	682.37
WARRANT TOTAL													\$682.37	
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	18	TOTAL AMOUNT OF CHECKS:	\$113,060.69*								
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*								
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*								
			TOTAL PAYMENTS:	18	TOTAL AMOUNT:	\$113,060.69*								

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0029 GENERAL FUND  
 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		
20187417	070800/	CLM GROUP				
		PO-180158	1. 13-5310-0-5840.00-0000-3700-700-000-000	31471		1,325.00
			WARRANT TOTAL			\$1,325.00
20187418	070827/	MARIN SUN FARMS				
		PV-180322	13-5310-0-4700.00-0000-3700-700-000-000	426871		598.70
			WARRANT TOTAL			\$598.70
20187419	070816/	UNFI				
		PV-180321	13-5310-0-4700.00-0000-3700-700-000-000	10404587-003		597.50
			WARRANT TOTAL			\$597.50
20187420	070799/	VERITABLE VEGETABLE INC.				
		PV-180323	13-5310-0-4700.00-0000-3700-700-000-000	1199799		60.00
			WARRANT TOTAL			\$60.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	4	TOTAL AMOUNT OF CHECKS:	\$2,581.20*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	4	TOTAL AMOUNT:	\$2,581.20*
*** BATCH TOTALS ***			TOTAL NUMBER OF CHECKS:	22	TOTAL AMOUNT OF CHECKS:	\$115,641.89*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	22	TOTAL AMOUNT:	\$115,641.89*
*** DISTRICT TOTALS ***			TOTAL NUMBER OF CHECKS:	22	TOTAL AMOUNT OF CHECKS:	\$115,641.89*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	22	TOTAL AMOUNT:	\$115,641.89*

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**SAUSALITO MARIN CITY SCHOOL DISTRICT  
BOARD MEETING MINUTES  
January 9, 2018**

**ATTENDANCE**

Board Members Present: Joshua Barrow, Ida Green, Debra Turner  
Absent: Thomas Newmeyer, Caroline Van Alst

Superintendent: Will McCoy

The meeting was called to order at 5:30 p.m.

**CLOSED SESSION**

The Board and Superintendent convened closed session at 5:31 p.m.

**RECONVENE TO OPEN SESSION**

Open session reconvened at 6:14 p.m.

**REPORT OUT OF CLOSED SESSION**

Trustee Barrow announced that no action was taken in closed session.

**PLEDGE OF ALLEGIANCE**

Trustee Turner led the pledge of allegiance.

**REORGANIZATION OF AGENDA**

Trustee Barrow suggested that the auditor's report be moved to the top of the agenda.

**M/s/c Turner/Green to bring the auditor's report to the top of the agenda**

**Ayes: Barrow, Green, Turner**

**Noes: None**

**Absent: Newmeyer, Van Alst**

**BOARD COMMUNICATIONS**

Trustee Green said that the celebration of Dr. Martin Luther King Jr.'s birthday will be hosted by the Performing Stars of Marin in the school's multi-purpose room. In addition, there will be "Light a Candle for Peace and Justice" event at Rocky Graham Park on Sunday, January 14.

Trustee Turner said that she attended the Light the Tunnel vigil on December 16.

**ORAL COMMUNICATIONS**

David Suto invited everyone to attend two town hall meetings at the Marin City recreation center to consider some of the fundamental concerns around our schools.

Sonja Hanson gave an update on the tunnel lighting project. A contractor will be selected within the week from seven received bids. She said that the job will likely be completed by end of March.

## **AUDITOR REPORT**

Heather Rubio of Christy White & Associates gave a PowerPoint presentation on the audit. The unmodified opinion of the auditors is that the financial statements of the district fairly represent its financial activities.

**Approval of the Sausalito Marin City School District 2016-2017 Audit Completed by Christy White and Associates**

**M/s/c Green/Turner to Approve the Sausalito Marin City School District 2016-2017 Audit Completed by Christy White and Associates**

**Ayes: Barrow, Green, Turner**

**Noes: None**

**Absent: Newmeyer, Van Alst**

## **DISTRICT REPORTS**

### **Superintendent**

Superintendent McCoy said that work on the annex project has been moving quickly. In December, the District reviewed the Marin City Feasibility Study commissioned by the Boys and Girls Club of Marin and Southern Sonoma Counties. The original projected cost of the retrofit of the annex building was \$1.9 million. Going forward, the District plans to meet with library officials as well as leaders from the Marin City Community Services District and the Community Development Corporation to solicit input into District plans for the annex, which will follow the community school model. Once these consultations have been completed, the District will develop revised plans to bring to the Board for its consideration. School and District needs include a community meeting space, an area set aside for community partners, as well as more classrooms and district office space. Trustee Turner reminded the audience of the need for storage.

The current cost to demolish and rebuild the annex building would be \$3-4 million for a 5000 square foot structure. To renovate the existing building would cost about \$2.66 million for 6500 square feet, with a possible benefit of using \$370K in State grant money to reduce the district's obligation under the current Certificate of Participation.

The District is in the process of asking the Office of Public School Construction to allow a change in scope in the use of its original \$374K grant, which was awarded to defray the cost of tearing down the annex building. If approved, the District would be able to show that it has more than matched the grant to build the current modular buildings on the Bayside MLK campus. In the event that the change in scope is not approved, the Board must consider a contingency plan. The first option would be to forfeit the \$374K grant, keep the building and renovate it with the insurance money that is due to the District for the loss of the building at 33 Buchanan. The second option would be to use the grant to demolish the annex and proceed with the construction of a new district office. Option three would be to use the grant to demolish the annex, not go forward with a rebuild and use the insurance settlement received so far for other purposes.

### **Update on Goals**

Superintendent McCoy said that the administration's agenda for the coming months includes work on facilities, the FCMAT review, the Attorney General investigation, the California Department of Education Uniform Complaint, monitoring and oversight of Willow Creek Academy (a report is due in February), the SMCS/ Mill Valley Consolidation Study, the District's partnerships with various agencies such as the Hannah Project, the Marin Community Foundation, the County of Marin Department of Health and Human Services, and Marin County Office of Education's Target Assistance with Special Education. In addition, there are scheduled negotiations with both bargaining units and Local Control and Accountability Plan engagement meetings.

A Board Policy Workshop has been scheduled to work with the California School Boards Association to update all our policies and administrative regulations. There will be two board workshops in February to work on corrective actions (February 1) and the budget (February 5).

Keith Ricci of MCOE will be joining the District to help with our day to day business functions.

Mr. McCoy commended maintenance director Alan Rothkop for successfully completing the Total School Solutions course offered by the Association of California School Administrators. Mr. Rothkop received a perfect score on his final assessment.

Terena Mares of MCOE said that the Board of the California Collaborative for Excellence in Education is moving towards actions that will clearly define the community school vision for Bayside MLK Jr. Academy.

### **Site Leadership**

Principal David Finnane said enrollment is at 127. His agenda during recent weeks included meeting with county officials regarding behavioral health services for our students, holding discussions with the Marin Community Foundation to consider applying once again for the Pre K- 3 Grant which expired in 2016, developing the 2018-19 calendar, and planning professional development for our teachers. He said that he has had conversations with Bettie Hodges about implementing more pieces of the Freedom School model at BMLK. He then gave a report on the latest Measures of Academic Progress assessment results. He said that he is very concerned about the lack of progress of some middle school students and is working with teachers, counselors, community members and parents to improve their academic and behavioral outcomes.

Bettie Hodges said that there are other kinds of assessments such as portfolios, which allow teachers to see how students are able to absorb information, remain engaged with it and apply it in various circumstances. While preparing kids to pass tests might make the teachers look better, this does not necessarily mean that students have fully engaged with the knowledge and can use it effectively.

Mr. Finnane said that he would like our students to both pass standardized tests and have the opportunity to show their particular talents.

### **Willow Creek Academy**

Head of School Tara Seekins said that the school collected several hundred pounds of non-perishable food for the SF-Marin Food Bank. WCA students participated in several events to commemorate Martin Luther King Jr. Day, including a ceremony at Rocky Graham Park and performances at the Manzanita Recreation Center.

Several students participated in Hour of Code activities in December and staff completed a Deep Dive professional development workshop on Project Based Learning. Enrollment stands at 409.

### **DISCUSSION ITEMS**

#### **Governance Review**

Superintendent McCoy said it is good practice for board members to regularly review their goals. He said that he would like to elicit community feedback on the draft district vision proposal and bring back a refined version to the Board. Trustee Barrow said that the key values of fiscal responsibility and sustainability should be included. Trustee Turner said concern for the environment, cultural sensitivity as well as health and wellness would be appropriate values.

Former trustee Dr. Shirley Thornton suggested that information regarding the process should be sent out to community churches and published in the Marin Post.

#### **Local Control & Accountability Plan – Board Input for Spring**

Superintendent McCoy said this is an opportunity to comment on the LCAP presentation in December. Trustee Turner asked to hear more from the Parent Liaison officer. Trustees asked about plans for a PE instructor next year – Superintendent McCoy said it is our goal to have a credentialed teacher for 2018-2019. Trustee Barrow said it might be advisable to see whether the LCAP is too ambitious in some areas.

#### **Receipt of Willow Creek Academy Interim Report**

Superintendent McCoy thanked WCA for its timely transmittal of the report.

#### **Roll Call Turner/Green to Approve the Following Consent Agenda items:**

Quarterly Report on Williams Uniform Complaints

Payment of Warrants – Batches 22-25

Minutes of the December 5 and December 14, 2017 Board Meetings

**Ayes: Barrow, Green, Turner**

**Noes: None**

**Absent: Newmeyer, Van Alst**

### **ACTION ITEMS**

**Appointment of District Trustee Representative to the Marin County School Board Association**

**M/s/c Green/Turner to Appoint Trustee Turner to the Marin County School Board Association**

**Ayes: Barrow, Green, Turner**

**Noes: None**

**Absent: Newmeyer, Van Alst**

**Approval of a Request for Change of Scope Application to the Office of Public School Construction (OPSC)**

Trustee Barrow said that he would rather not have the District make an irrevocable commitment to a seismic retrofit and conversion of the annex to a district office. Trustees agreed to modify the language of the request letter to OPSC to indicate that the District is “exploring the possibility” of a retrofit and renovation, rather than make a firm commitment to the project.

**M/s/c Turner /Green to Approve the Request for a Change of Scope Application to OPSC with the Above Modification**

**Ayes: Barrow, Green, Turner**

**Noes: None**

**Absent: Newmeyer, Van Alst**

**Approval of a Contingency Plan if the "Change in Scope" with OPSC Is Denied**

**M/s/c Green/Turner to Approve Option 1 of the Contingency Plan if the "Change in Scope" with OPSC Is Denied, with the Option to Revisit the Choice at a later Date**

**Ayes: Barrow, Green, Turner**

**Noes: None**

**Absent: Newmeyer, Van Alst**

Kate Stohr said that there are inherent risks in managing construction costs in retrofitting vs. reconstruction. The lower cost of a retrofit comes with greater risk. The district must have a vision of what the space will be or work within the constraints of the retrofit, knowing that it may not meet its vision.

**Appointment of Trustee Representatives to work with the District Team as part of the CSBA Policy Workshop -January 22-24, 2018**

**M/s/c Green/Turner to Appoint Trustee Barrow to work with the District Team as part of the CSBA Policy Workshop -January 22-24, 2018**

**Ayes: Barrow, Green, Turner**

**Noes: None**

**Absent: Newmeyer, Van Alst**

**POLICY DEVELOPMENT**

Board Policy 0410 - Nondiscrimination in District Programs and Activities

Board Policy 0430 - Comprehensive Local Plan for Special Education

Administrative Regulations 1312.3 and 1312.4 - Williams Uniform Complaint Procedures

Board Policy 1330 – Use of School Facilities

Administrative Regulation 3230 – Federal Grant Funds

Board Policy and Administrative Regulation 3311 – Bids

Board Policy 3312 – Contracts

Board Policy 3470 – Debt Issuance and Management

**M/s/c Turner/Green to Approve the Adoption of the Above Policies**

**Ayes: Barrow, Green, Turner**

**Noes: None**  
**Absent: Newmeyer, Van Alst**

Trustee Barrow said that he is unable to attend the regular February 13, 2018 meeting due to prior engagements.

**M/s/c Turner/Green to Move the February Board Meeting to February 6, 2018**

**Ayes: Barrow, Green, Turner**  
**Noes: None**  
**Absent: Newmeyer, Van Alst**

**ADJOURNMENT**

**M/s/c Green/Turner to Adjourn at 9:26 p.m.**  
**Ayes: Barrow, Green, Turner**  
**Noes: None**  
**Absent: Newmeyer, Van Alst**

---

Signature/Date

---

Title



January 31, 2018

William McCoy, Superintendent  
Sausalito Marin City School District  
200 Phillips Drive  
Marin City, CA 94965

Dear Will:

Attached is an invoice for professional development and staff support that the Hannah Project has provided during the period August 2017 – January 2018. This work has included workshops that focused on white privilege and the CDF Freedom Schools® as an example of culturally responsive pedagogy, implementation of various Freedom School practices e.g. Harambee, culturally based middle school library, closing circles, and twice weekly classroom support related to ELA and history.

In addition, Hannah staff has participated in various school activities and middle school leadership circles as volunteers.

Thank you for allowing us to be a part of the effort to transform BMLK.

Warmly,

Bettie Hodges  
Director, The Hannah Project



200 Gate Five Road, #205  
 Sausalito, CA 94965  
 p 415-887-9740 | f 415-887-9770

Sausalito Marin City School District  
 200 Phillips Drive  
 Marin City, CA 94965

Invoice Number: 00005  
 Invoice Date: January 30, 2018  
**9030.00**

**Total Amount Owed**

**Billing Summary:**

Below is a summary of billing for work performed in conjunction with the integration of the Freedom Schools program into Bayside MLK.

ACTIVITY		
White Privilege and School Transformation Workshop/Satterwhite	\$2000.00	
Culturally Responsive Curriculum Workshop/Hodges	\$1750.00	
		\$3750.00
Harambee/ Leadership/ Classroom /curriculum support	\$5280.00	
		\$5280.00
		\$9030.00

Please contact Bettie Hodges at [bettie@hannahprograms.org](mailto:bettie@hannahprograms.org) or 415-887-9740.

Sausalito Marin City School District

Agenda Item: 13.01

Date: February 6, 2018

- |                                     |                                 |                                     |                |
|-------------------------------------|---------------------------------|-------------------------------------|----------------|
| <input type="checkbox"/>            | Correspondence                  | <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/>            | Reports                         |                                     |                |
| <input type="checkbox"/>            | General Functions               |                                     |                |
| <input type="checkbox"/>            | Pupil Services                  |                                     |                |
| <input type="checkbox"/>            | Personnel Services              |                                     |                |
| <input checked="" type="checkbox"/> | Financial & Business Procedures |                                     |                |
| <input type="checkbox"/>            | Curriculum and Instruction      |                                     |                |
| <input type="checkbox"/>            | Policy Development              |                                     |                |
| <input type="checkbox"/>            | Public Hearings                 |                                     |                |

Item Requires Board Action:       Item is for Information Only:

**Item:** Consider Approval of the Indoor Environmental Services (IES) Contract to Complete Energy Efficient Upgrades at the Bayside Martin Luther King Junior Academy in the Amount of \$219,097. Paid by Restricted Prop 39 Clean Energy Funds.

**Background:** Proposition 39, a voter approved initiative at the November 2012 statewide general election, provided for annual transfers from the General Fund to the Clean Energy Job Creation Fund for a period of five years, 2013-14 through 2017-18. Proposition 39 funds will be provided to local educational agencies (LEAs) to improve energy efficiency and create clean energy jobs. The California Energy Commission (CEC) must approve an LEA's energy project expenditure plan before the California Department of Education (CDE) may disburse funds.

In 2014, IES assisted the District is developing and submitting energy project expenditure plans for the Bayside Martin Luther King Junior Academy site, District Office building, and the Willow Creek Academy Charter (WCA) site. Both the District and WCA receives Prop 39 funds, which are maintained separately by each entity.

Prior or to the completion of these projects, the District Office building burned September 2015 and the Willow Creek Academy site completed significant outdoor lighting repairs in 2014-2015. IES assisted the District and WCA on the revisions and re-submittal of the both site plans in October 2017.

It is recommended that Indoor Environmental Services (IES) assist the District in the completion of these promoting energy efficient projects through Prop 39. The District and WCA administrative teams have been working closely together to develop these projects with IES. The WCA Board will also be presented a similar contract from IES for consideration (Attached for review only).

**Sausalito Elementary (MLK)**

\$259,050 – Estimated 5-yr Allocation per Prop39 docs  
(\$22,515) - Spent on the original submission in 2014  
\$236,535 - Remaining balance

\$219,097 - IES installation contract:

- Comprehensive LED lighting interior/Exterior;
- (5) old HVAC units replaced with hi-efficient equipment;
- (15) Wi-Fi T-24 compliant thermostats.
- Also includes Prop39 program assistance which is reported on Form A
- \$17,438 - Balance after the installation contract – to be utilized for an Energy Manager (assistance in progress & final reporting to the State)

**Fiscal Impact:** \$231,212 - Paid by Restricted Prop 39 clean Energy Funds

**Recommendation:** Approve

**Attachments:**

- I.E.S. Contract for Sausalito Marin City School District
- Summary of Award Allocation for Sausalito Marin City School District
- DRAFT Cost and Scope of Work for Willow Creek Academy Charter– Information Only
- Summary of Award Allocation for Willow Creek Academy Charter - Information Only

**PROPOSITION 39**  
**FACILITY SOLUTIONS AGREEMENT**

by and between

Sausalito Marin City School District  
200 Phillips Drive  
Sausalito, CA 94965

and

Famand, Inc  
(dba Indoor Environmental Services)

**TABLE OF CONTENTS**

1. DEFINITIONS.....2

2. CONTRACTOR CERTIFICATIONS AND BONDS.....2

3. TERM OF AGREEMENT AND SCOPE OF WORK .....2

    3.1. Term.....2

    3.2. Scope of Work. ....2

    3.3. Contract Price. ....3

    3.4. Project Implementation.....3

    3.5. Protective Measures and Scheduling. ....4

    3.6. Prevailing Wage.....5

    3.7. Insurance.....6

    3.8. Performance of the Work.....6

    3.9. Hazardous Materials. ....7

    3.10. Liens.....8

    3.11. Suspension of Work.....8

    3.12. Compliance with Applicable Laws.....9

    3.13. Environmental Attributes, Incentives, and Energy Credits . ....9

    3.14. Subcontractors. ....10

    3.15. Performance & Payment Bonds.....10

    3.16. Title; Risk of Loss.....10

4. PRICE AND PAYMENT .....10

    4.1. Work Order Price.....10

    4.2. Payment. ....11

5. COMMENCEMENT & COMPLETION .....12

    5.1. Commencement and Substantial Completion.....12

5.2.	Final Completion.....	13
5.3.	Inspection.....	14
5.4.	Manufacturer and Other Third Party Warranties.....	14
6.	REPRESENTATIONS & WARRANTIES.....	14
6.1.	Representations and Warranties of Contractor.....	14
6.2.	Representations and Warranties of District.....	15
7.	BREACH & TERMINATION.....	15
7.1.	Termination by District.....	15
7.2.	Termination by Contractor.....	16
7.3.	Indemnity.....	16
7.4.	Limitations of Liability.....	17
8.	MISCELLANEOUS.....	18
8.1.	Representatives.....	18
8.2.	Ownership of Plans, Data, Reports and Material.....	18
8.3.	Governing Law.....	18
8.4.	Force Majeure.....	19
8.5.	Dispute Resolution.....	19
8.6.	Notices and Demands.....	19
8.7.	Nondisclosure.....	20
8.8.	Time of Essence.....	21
8.9.	Validity.....	21
8.10.	Binding Effect.....	21
8.11.	Modifications.....	21
8.12.	Headings.....	21
8.13.	Counterparts; Signature Pages.....	21

8.14.	Announcements and Publications.....	21
8.15.	Complete Agreement. ....	22
8.16.	No Agency. ....	22
8.17.	Priority of Documents.....	22
8.18.	Assignment. ....	22
8.19.	No Waiver.....	22

EXHIBITS

Exhibit A	Definitions
Exhibit B	Certifications
Exhibit B-1	Fingerprinting / Criminal Background Investigation Certification
Exhibit B-2	Drug-Free Workplace / Tobacco-Free Environment Certification
Exhibit B-3	Asbestos & Other Hazardous Materials Certification
Exhibit C	Work Orders
Exhibit D	Do Not Use
Exhibit E	Insurance
Exhibit F	Certificate of Substantial Completion
Exhibit G	Certificate of Final Completion

## FACILITY SOLUTIONS AGREEMENT

This FACILITY SOLUTIONS AGREEMENT (“**Agreement**”), dated as of February 6, 2018 (“**Effective Date**”), is by and between Sausalito Marin City **School District** organized and existing under the laws of the State of California (“**District**”) and Famand, Inc. (dba Indoor Environmental Services), a California corporation (“**Contractor**”) (each a “**Party**” and collectively, the “**Parties**”).

### RECITALS

WHEREAS, **District** desires to reduce energy consumption and operational expenses through the installation of energy conservation technologies as detailed in the scope of Work (sometimes referred to herein as the “**System**”);

WHEREAS, **District** intends to finance the **Project** entirely with funds from the 2012 California Clean Energy Jobs Act (“Proposition 39”), and in order to do so must comply with the statutory requirements of Public Resources Code Sections 26200 et seq. and the Proposition 39 Guidelines;

WHEREAS, **District** compared the qualifications and experience of several consultant-Contractors to select one which provided the best value in energy analysis, energy-related improvements and experience in the proper utilization of funds allocated pursuant to Proposition 39;

WHEREAS, **Contractor** previously performed an energy analysis, developed an Energy Master Plan and submitted an Energy Expenditure Plan on November 17, 2016 to the California Energy Commission for approval of funding;

WHEREAS, **District** desires to engage **Contractor** to implement the Energy Master Plan, including the design and installation of energy efficiency upgrades, and energy conservation measures at each **Site**;

WHEREAS, **Contractor** desires to implement the Energy Master Plan in accordance with the terms and conditions set forth in this **Agreement**;

WHEREAS, **Contractor** is a full-service energy services company with the technical capabilities to provide services to the **District**, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Parties** hereby agree as follows:

## AGREEMENT

### 1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this **Agreement** shall have the meanings set forth in Exhibit A, attached hereto and by this reference made a part hereof; (b) the singular shall include the plural and vice versa; (c) the word “including” shall mean “including, without limitation,” (d) references to “Sections” and “Exhibits” shall be to Sections and exhibits of this **Agreement**; (e) the words “herein,” “hereof” and “hereunder” shall refer to this **Agreement** as a whole and not to any particular Section or subsection; and (f) references to this **Agreement** shall include a reference to all attached exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

### 2. CONTRACTOR CERTIFICATIONS AND BONDS

2.1 Certifications. This **Agreement** includes the following **Contractor** certifications, the forms of which are attached as Exhibit B attached hereto and by this reference made a part hereof, which must be completed by **Contractor** and returned to the **District** prior to commencement of any **Work** on the **Project**:

- (a) Fingerprinting/Criminal Background Investigation Certification (Exhibit B-1)
- (b) Drug-Free Workplace / Tobacco-Free Environment Certification (Exhibit B-2)
- (c) Asbestos & Other **Hazardous Materials** Certification (Exhibit B-5)

2.2 Performance & Payment Bonds. (See individual **Work Orders** in Exhibit C for bonding requirements.

### 3. TERM OF AGREEMENT AND SCOPE OF WORK

3.1 Term. The term of this **Agreement** commences on the **Effective Date** and ends on the date **District** accepts and signs the **Certificate of Final Completion**, unless terminated earlier as provided in this **Agreement** and except for provisions that by their terms survive the termination of this **Agreement**.

#### 3.2. Scope of Work

- (a) **Contractor** shall furnish to **District** energy efficiency upgrades ("**Energy Efficiency Upgrades**") and the engineering, design, procurement, construction management, installation, construction, installed at various sites for the **Project**.
- (b) Operations and maintenance are not a part of this **Agreement**. **District** may enter into a separate contract for operations and maintenance.
- (c) The **Project** will be executed by individual **Work Orders**, detailed in Exhibit C attached hereto and by this reference made a part hereof.
- (d) The **Work** shall be performed in accordance with this **Agreement** and Exhibits attached hereto. **Contractor** shall construct the **Project** and complete the **Work** in accordance with the **Energy Expenditure Plan**.
- (e) **Contractor** shall maintain accurate records of the **Project** and shall make those records available for inspection by the **District** and other appropriate agencies during regular business hours and upon reasonable notice to **Contractor**.

- (f) The Work includes the submission to the California Energy Commission of sufficient data to comply with the Proposition 39 tracking and reporting requirements.
- (g) The Work also includes providing to the **District**, or assisting the **District** in obtaining, sufficient data required for annual and final reports for **Energy Efficiency Upgrades**, to the extent required by California Public Resources Code §§ 26206 and 26240 and the Proposition 39 Guidelines.
- (h) The **Work** completed herein must meet the approval of **District**, such approval to be granted or denied in accordance with the requirements set forth in this **Agreement**, and will be subject to **District's** general right of inspection and supervision to secure the satisfactory completion thereof in accordance with this **Agreement**.

### 3.3. Contract Price

- (a) **Contract Price.** Subject to adjustments set forth in this **Agreement**, **Contractor** agrees to perform the **Work** for a total fixed price of **\$219,097** ("**Contract Price**"), including the following amounts detailed in Exhibit C ("**Work Order Prices**"):
  - (i) **Work Order 1** with a total fixed price of **\$120,503**
  - (ii) **Work Order 2** with a total fixed price of **\$98,594**
  - (iii) Payment of the **Contract Price** shall be made in compliance with the process described in Exhibit C.
- (b) **Work Order Prices** in Exhibit C assume all **Work Orders** are executed.
- (c) **Taxes.** The **Work Order Price** includes (and **Contractor** assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all **Equipment** and **Contractor's** services contemplated by this **Agreement**, provided that **District** shall pay and have exclusive liability with respect to any taxes payable with respect to **District's** income. **Contractor** shall hold harmless, indemnify and defend **District**, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of **Contractor's** failure to pay such taxes, charges or contributions. **Contractor** and **District** shall cooperate with each other to minimize the tax liability of both **Parties** to the extent legally permissible.

### 3.4. Project Implementation

3.4.1 Notice to Proceed. The following are conditions precedent to **District's** issuing to **Contractor** a written **Notice to Proceed** ("**Notice to Proceed**"):

- (a) **Contractor** must have submitted, and **District** must have approved, the certificates of insurance required by this **Agreement**;
- (b) **Contractor** must have submitted, and **District** must have approved, the Contract Bonds described in individual **Work Orders** in Exhibit C; and

(c) **Contractor** must have completed and submitted the following documents, as required by **District**: Fingerprinting/Criminal Background Investigation Certification (Exhibit B-1); Drug-Free Workplace / Tobacco-Free Environment Certification (Exhibit B-2); and Asbestos & Other Hazardous Materials Certification (Exhibit B-5).

3.4.2 Project Schedule. **Contractor** will **Work** with the **District** to develop a detailed **Project Schedule** ("**Project Schedule**") and Schedule of Values prior to commencement of the **Work**. The Schedule of Values will be developed by **Contractor** and provided to **District** subject to **District's** approval prior to **Commencement of Work**. Once the **Project Schedule** and Schedule of Values are confirmed, **Contractor** will provide the **District** with a progress payment schedule ("**Progress Payment Schedule**"), which corresponds to the **Project Schedule** and which includes a breakdown of each progress payment. Upon approval by **District**, the **Project Schedule**, **Progress Payment Schedule** and Schedule of Values are hereby incorporated as a part of this **Agreement**. It is anticipated the construction phase of this Project will be performed in the Spring/Summer of 2018. Progress payments shall be made to **Contractor** based on the percentage completion of items delineated on the Schedule of Values.

3.4.3 Coordination. **District** and **Contractor** shall **Work** together to coordinate their respective activities. **Contractor** shall be responsible for ensuring that its **Subcontractors** and suppliers cooperate with **District's Project Manager** (as defined below).

3.4.3 Project Meetings/Status Updates. During the course of the **Work**, **Contractor** will meet with **District's Project Manager** on a regular basis agreed to by the **Parties** to report on the general status and progress of the **Work**.

3.4.5 District's Project Manager. **District** will assign a project manager for the **Work** performed under this **Agreement** ("**District's Project Manager**"). The **District's Project Manager** is authorized to give **Contractor** instructions and authorizations and issue written approvals and the **Notice to Proceed** on behalf of **District**. **District** reserves the right to designate a different Project Manager at any time. **District** shall provide forty-eight (48) hours' advance written notice to **Contractor** if **District** designates a different Project Manager. Any task, including, but not limited to, reviews or approvals that **District** may perform pursuant to this Contract may be performed by the Project Manager, unless that task requires it be approved by the **District's** Board. The Project Manager will render decisions in a timely manner with regard to any documents submitted by **Contractor** and to other requests made by **Contractor**.

3.5. Protective Measures and Scheduling.

- (a) **Contractor** shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its **Subcontractors**, in connection with the performance of the **Work**.
- (b) **Contractor** shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the **Site** where the **System** is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the **Work** is being performed.

- (c) **Contractor** shall keep the relevant part of the **Site** where the **System** is located and surrounding areas free from accumulation of waste materials or rubbish caused by the **Work**, and at the end of each **Day** that the **Contractor** performs the **Work**, **Contractor** shall remove any debris, store such debris in containers at its sole expense, and leave the **Site** in a clean and orderly condition. Upon **Final Completion**, **Contractor** shall remove from the relevant part of the **Site** where the **System** is located all waste materials, rubbish, debris, debris containers, tools, **Equipment**, machinery and surplus materials from the **Site** and leave the **Site** in a clean and orderly condition.
- (d) **Contractor** shall comply with the provisions of the California Education Code Section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees.
- (e) **Contractor** acknowledges that it must schedule the **Work** in coordination with **District** staff to avoid or minimize interference with the **District's** educational programs. To the extent the **Work** is done while school is in session, **Contractor** shall make every effort to avoid or minimize interference with the **District's** operations.

3.6. Prevailing Wage.

- (a) California Labor Code. **Contractor** shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public **Work** projects in excess of \$1,000. In addition, **Contractor** and each **Subcontractor** shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6 forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by **Contractor** or **Subcontractor**.
- (b) Intentionally Left Blank.
- (c) Certified Payroll Records. This **Project** is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. **Contractor** and all **Subcontractors** must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within 10 **Days** of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.
- (d) Payment Withholding. Pursuant to 8 CCR 16463(e), the **District** may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the **Contractor** or **Subcontractor** whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the **Contractor** or **Subcontractor** whose payroll records are delinquent or inadequate; provided that the **Contractor** may be required by District in turn to cease all payments to a **Subcontractor** whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the **Subcontractor** has cured the delinquency or deficiency.

- (e) Department of Industrial Relations Site Access. **Contractor** shall provide site access to Department of Industrial Relations personnel upon request.
- (f) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the **Contractor** shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, Section 16451(d) of the California Code of Regulations.
- (g) Prevailing Rate Penalty. **Contractor** shall, as a penalty, forfeit not less than Two Hundred **Dollars** (\$200.00) to the **District** for each calendar **Day** or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such **Work** or craft in which such worker is employed for the **Work** by the **Contractor** or by any **Subcontractor**, of any tier, in connection with the **Work**. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar **Day**, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by **Contractor**.

3.7. Insurance.

- (a) Insurance. **Contractor** and **District**, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the **Work** at the **Site** and until **Final Completion**, all insurance coverage specified in Exhibit E.
- (b) Additional Insureds. **District** and any lenders to the **District** and **Contractor** shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/ excess liability insurance procured and maintained by **Contractor** in connection with the **Work**. **Contractor** shall not add **District** or any lender as additional insureds under its Worker's compensation insurance policy.
- (c) Certificates. Each **Party** shall furnish current certificates indicating that the insurance required under this **Agreement** is being maintained. Each **Party's** certificate shall contain a provision whereby the insurer agrees to give the other **Party** thirty (30) **Days** (or ten (10) **Days** in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.8. Performance of the Work.

- (a) Subcontractor Licenses. **Contractor** agrees to use, and agrees that it shall require each of its **Subcontractors** to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by **Applicable Law** or any **Governmental Authority** to enable such **Persons** to perform their **Work** involving any part of **Contractor's** obligations under this **Agreement**.
- (b) Materials and Equipment. **Contractor** agrees that all materials and **Equipment** to be supplied or used by **Contractor** or its **Subcontractors** in the performance of its obligations under this **Agreement** shall be new (if being incorporated into the **System**) or

in good operating condition (if not being incorporated into the **System**) and fit for the use(s) for which they are employed by **Contractor** or its **Subcontractors**. Such materials and **Equipment** shall at all times be maintained, inspected and operated pursuant to **Industry Standards** and as required by **Applicable Law**.

- (c) Approvals; Permits. **Contractor** further agrees that all licenses, permits, registrations and certificates or other approvals required by **Applicable Law** or any **Governmental Authority** will be procured and maintained for such materials and **Equipment** at all times during the use of the same by **Contractor** or its **Subcontractors** in the performance of any of **Contractor's** obligations under this **Agreement**.

### 3.9. Hazardous Materials.

- (a) **Contractor** hereby specifically agrees to indemnify, defend and hold **District**, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
  - (i) any release of a **Hazardous Material** brought on to the **Site** by **Contractor**, or any pre-existing **Hazardous Materials** that, through **Contractor's** negligence, are released or disturbed at the **Site**;
  - (ii) any enforcement or compliance proceeding commenced by or in the name of any **Governmental Authority** because of an alleged, threatened or actual violation of any **Applicable Law** by **Contractor**; and
  - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any **Applicable Law** by **Contractor**.
- (b) **District** hereby specifically agrees to indemnify, defend and hold **Contractor**, its present and future direct or indirect parents, subsidiaries, **Affiliates**, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
  - (i) any release of a **Hazardous Material** brought on to the **Site** by **District**, **District Representative**, or **Third Party** and any pre-existing **Hazardous Material** except pre-existing **Hazardous Material** released or disturbed at the **Site** through **Contractor's** negligence;
  - (ii) any enforcement or compliance proceeding commenced by or in the name of any **Governmental Authority** because of an alleged, threatened or actual violation of any **Applicable Law** by **District** or **District Representative**; and

- (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any **Applicable Law** by **District** or **District Representative**.

3.10. **Liens.** **Contractor** warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all **Equipment** and other items furnished by it or any of its **Subcontractors** that become part of the **System** to the extent payment therefore has been received by **Contractor** from **District**.

3.11. Suspension of the Work.

- (a) If **Contractor** does not receive payment of any undisputed invoices submitted in accordance with Exhibit C, **Contractor** shall have the right, upon not less than fifteen (15) **Days** written notice, to suspend the **Work** under this **Agreement**. **Contractor** shall be entitled to compensation for all undisputed amounts under this **Agreement**. If **District** issues full payment of the undisputed invoice within fifteen (15) **Days** of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and **Contractor** shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, **Contractor** shall be entitled to request (i) an extension of the deadlines of this **Agreement** for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by **Contractor** (provided **Contractor** undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the **Work**, the delay resulting from such suspension, and in resumption of the **Work**. If a suspension of the **Work** under this Section 3.11(a) continues for more than two (2) months, **Contractor** shall be entitled to, at its sole discretion, terminate this **Agreement**.
- (b) **District** may suspend the **Work** temporarily at its discretion. In the event of any such suspension, **Contractor** shall be entitled to request (i) an extension of the deadlines of this **Agreement** for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by **Contractor** (provided **Contractor** undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the **Work**, the delay resulting from such suspension, and in resumption of the **Work**. If a suspension of the **Work** under this Section 3.11(b) continues for more than six (6) months, **Contractor** shall be entitled, at its sole discretion, to terminate this **Agreement**.
- (c) In the event that the **Work** is totally or partially suspended, the **Party** that has caused the suspension (whether by reason of an act, omission or default) shall bear all the damages, costs and expenses caused by the suspension. If the suspension is not due to an act, omission or default of any of the **Parties**, and such delay falls under the definition of an **Excusable Delay**, then the deadlines of this **Agreement** will be extended for the same period of the suspension, or for such other period that the **Parties** deem reasonable in view of the circumstances, and **District** shall assume any costs arising under the effects of the suspension on the obligations of the **Parties** under this **Agreement**.
- (d) After the resumption of the performance of the **Work**, **Contractor** shall, after due notice to **District**, examine the **Work** affected by the suspension. **Contractor** shall make good

any defect, deterioration or loss of the construction or the **Work** affected that may have occurred during the suspension period. Costs properly incurred by **Contractor** (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the **Work Order Price**, so long as the suspension did not arise due to any act, omission or default on the part of **Contractor**.

3.12. Compliance with Applicable Laws.

- (a) **Contractor** specifically agrees that it shall at all times fully comply with **Applicable Laws** and that it shall perform the **Work** in accordance with the **Applicable Laws**. Notwithstanding the foregoing, **Contractor's** responsibility for any environmental liabilities shall be governed by Section 3.9.
- (b) **District** specifically agrees that in the performance of its obligations under this **Agreement** it shall at all times fully comply with **Applicable Laws**.

3.13. Environmental Attributes, Incentives, and Energy Credits.

- (a) **District** acknowledges that **Contractor** shall own, and may assign or sell in its sole discretion, all rights, title, and interest in any **Environmental Attributes, Incentives, and Energy Credits** associated with or resulting from the development, construction, installation and ownership of the **System** or the production, sale, purchase or use of the energy output including, without limitation:
  - (i) All **Environmental Incentives** arising from the **Environmental Attributes** associated with the **System**;
  - (ii) The reporting rights and exclusive rights to claim that: (i) the energy output was generated by the **System** (except as stated in paragraph (a)), (ii) **Contractor** is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the **System**, (iii) **Contractor** is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing;
  - (iii) All carbon reduction tonnage as defined under the Climate Action Reserve or similar definition as enacted by the State of California or the U.S. Federal Government (“Carbon Credits”);
  - (iv) All “renewable energy credits” (as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code);
  - (v) All **Environmental Incentives** hereafter enacted into law, whether under federal, state or local law, arising from the **Environmental Attributes** of the **System** or the energy output or production, sale, purchase, consumption or use of the energy output from the **System**, expressly excluding, however, any future **Environmental Incentives** that are or may be dependent on ownership of the **System** for federal tax purposes.
- (b) The Carbon Credits, renewable energy credits, grants and future **Environmental Incentives** as described herein shall be referred to collectively as “Energy Credits.” The **Contractor** may assign, sell, transfer or otherwise convey all or any part of its right, title, and interest in and to the Energy Credits from time to time as it may determine to be in its best interest. **District** shall take such steps as **Contractor** shall reasonably request to confirm **Contractor's** ownership of Energy Credits as herein provided and shall cooperate with **Contractor**, to the extent **Contractor**

reasonably requests and at **Contractor's** expense, in the sale or other disposition of Energy Credits.

- (c) Independent Contractor. **Contractor** is acting hereunder as an independent **Contractor** and not as an agent or employee of the **District**. The **Contractor** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **District**.

#### 3.14. Subcontractors.

**Contractor** shall at all times be responsible for the acts and omissions of **Subcontractors**. **Contractor** shall be responsible for performance of all the **Work**, whether performed by **Contractor** or its **Subcontractors**. **District** shall not undertake any obligation to pay or to be responsible for the payment of any sums to any **Subcontractor**. The **District** shall have no responsibility for settling **Subcontractor** claims or **Disputes**.

#### 3.15. Performance & Payment Bonds.

See individual **Work Orders** in Exhibit C for bonding requirements.

#### 3.16. Title; Risk of Loss.

- (a) From the **Effective Date** and until the date of **Substantial Completion** for the **Work** subject to the applicable **Work Order**, **Contractor** assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the **System** and all damages to and defects in materials, **Equipment**, supplies and maintenance **Equipment** (including temporary materials, **Equipment** and supplies) that are purchased by **Contractor** for permanent installation in or for use during construction of the **System**.
- (b) **District** shall bear the risk of loss and full responsibility with respect of the **System** from and after the date of **Substantial Completion** of the **Work** subject to the **Work Order**.
- (c) Notwithstanding anything herein to the contrary, **District** shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the **System** applicable to the **Work Order** and all materials, **Equipment**, supplies and maintenance **Equipment** (including temporary materials, **Equipment** and supplies) that are purchased by **Contractor** or **District** for permanent installation in or for use during construction of the **System** to the extent caused by the grossly negligent or willful acts of **District** or its agents, employees or representatives.
- (d) Title to all materials, **Equipment**, supplies and maintenance **Equipment** required by this **Agreement**, to be purchased by **Contractor** for permanent installation as part of the **System** or for use by **District** or **Project Owner** in the operation of that portion of the **System** subject to the particular **Work Order** shall pass to the **District** upon the achievement of **Substantial Completion** of the **Work** required by that **Work Order**.

### 4. PRICE AND PAYMENT

#### 4.1. Work Order Price.

- (a) The **Work Order Price** is firm and fixed and includes all expenses to be incurred by **Contractor** including, but not limited to, **Equipment** and materials, erection, commissioning, inclusive of cost of travel and lodging expenses, **Applicable Permits** (other than the **District Permits**) and taxes, related to **Contractor's** performance of its obligations under this **Agreement**.

- (b) Any **Changes** to the **System** or **Work** above and beyond code requirements and **Industry Standards** requested by the **District** shall be resolved through a **Change Order** to this **Agreement**.
- (c) Any additional **Work** not otherwise specified in Exhibit C shall be resolved through a **Change Order** to this **Agreement**.
- (d) **District** and **Contractor** may mutually agree to reduce portions of the **Work** to offset the **Change Order** request to comply with **District** budget limits.
- (e) The **Work Order Price** shall only be **Changed** by **Change Order** approved by **Contractor** and **District**.

4.2. Payment.

- (a) Progress Payments. **District** shall pay to **Contractor** the progress payments set forth in Exhibit C when **Contractor** (i) has completed the **Work** associated with such payment and has submitted to the **District** an invoice with supporting documentation and (ii) **District** has approved the invoice.
- (b) Retention. After approval, **District** shall pay each undisputed invoice, less a retention amount of five percent (5%) ("Retention") in accordance with California Public Contract Code 7201, within thirty (30) calendar **Days** after **District's** receipt and approval of the Invoice.
- (c) Timing. Payments will be made by **District** within thirty (30) calendar **Days** of receipt and approval of the Invoices. Invoices shall include any partial Lien releases and any other supporting documentation that **District** may reasonably request. **District** shall notify **Contractor** of any missing documentation within five (5) **Business Days** of receipt of invoice.
- (d) The following minimum content will be contained in, or delivered together with, any payment request from **Contractor** to **District**:
  - (i) **Contractor** address, phone number, and fax
  - (ii) **Contractor** invoice number and date
  - (iii) Project **Site** address(es)
  - (iv) Description of completed milestones since the immediately preceding payment request
  - (v) Total invoice amount
  - (vi) "Remit to" details (for wire transfer)
  - (vii) Lien waivers from major **Subcontractors** (>5% of **Work Order Price**)
  - (viii) Signature of **Contractor's Representative**, certifying as to the accuracy of the payment request.
- (e) Overdue payment obligations of **District** hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate published by the *Wall Street Journal* as the "prime rate" on the date on which such interest begins to accrue plus two percent (2%).

- (f) **District** may withhold payment or, nullify and require repayment of the whole or part of any payment to the extent necessary to protect **District** from loss, including costs and actual attorneys' fees, on account of (1) any breach of this **Agreement** by **Contractor**; (2) claims filed or reasonable evidence indicating probable filing of claims; (3) failure of **Contractor** to make payments properly to its **Subcontractors** or for material, labor or fringe benefits; (4) a reasonable doubt that the **Work** to be completed as a condition to a payment has properly been completed; (5) penalties assessed against **District** for failure of **Contractor** to comply with state, federal or local laws and regulations; or (6) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this **Agreement**. When the above matters are rectified, such amounts as are then due and owing shall be paid or credited to **Contractor**.

5. COMMENCEMENT & COMPLETION OF CONSTRUCTION

5.1. Commencement and Substantial Completion.

- (a) Commencement. **Contractor** shall commence performing the **Work** following the receipt of **District's Notice to Proceed**.
- (b) Review of Construction Documents. After receipt of the **Notice to Proceed**, **Contractor** will prepare and submit all drawings and specifications to **District** for review and approval. **District** will review the documents and provide any comments in writing to **Contractor** within fifteen (15) **Business Days** after receipt of the documents. **Contractor** will incorporate appropriate **District** comments into the applicable drawings and specifications.
- (c) Substantial Completion. The **Contractor** shall achieve **Substantial Completion** as set forth in each applicable **Work Order**. However, **Contractor** may claim a justified extension of the **Substantial Completion Date** if it is or will be delayed in completing the **Work** for one or more of the following causes:
  - (i) **Changes** in the design, scope, or schedule of the **Project** required by the **District**;
  - (ii) Breach of this **Agreement** by **District**;
  - (iii) Suspension of the **Work** pursuant to Section 3.11; or
  - (iv) a **Force Majeure Event**.
- (d) The following conditions must be met in order for the **Contractor** to be considered to have achieved **Substantial Completion** of any **Work Order**:
  - (i) the **System** is mechanically, electrically, and structurally constructed in accordance with the requirements of this **Agreement**, the **Work** and **Industry Standards**, except for non-critical punchlist items that do not affect operations; and
  - (ii) **District** and **Contractor** shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, and final lien waivers; and
  - (iii) For **Work Orders** involving the procurement of goods only (such as **Work Order #1** attached hereto), **Substantial Completion** shall be deemed achieved when the goods have been delivered to the site where they will be used;

- (e) When **Contractor** believes it has achieved **Substantial Completion**, **Contractor** shall provide notice to **District** containing sufficient detail to enable **District** to determine that **Contractor** has complied fully with the requirements of Section 5.1(d). Within five (5) **Days** after receipt of such notice, **District** shall either issue to **Contractor** the **Certificate of Substantial Completion** in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise **Contractor** by notice (stating the reasons therefore) that **Substantial Completion** has not been achieved. In the event **District** determines that **Substantial Completion** has not been achieved in accordance with the conditions precedent in Section 5.1(d), **Contractor** shall promptly take such action or perform such **Work** as is required to achieve **Substantial Completion** and shall thereupon issue to **District** another notice as set forth above. This procedure shall be repeated until such time as **District** has acknowledged **Substantial Completion**.
- (f) All punchlist items shall be completed no later than sixty (60) **Days** after **Substantial Completion Date** unless otherwise delayed by the local utility. Failure of **Contractor** to fulfill this obligation shall entitle **District** to complete the pending **Works** on its own, in which case **District** shall issue final payment to **Contractor** minus the cost to complete remaining or incomplete punchlist items.
- (g) Any **Dispute** between **District** and **Contractor** with respect to the projected achievement of **Substantial Completion** as contemplated by this Section 5.1(d) shall be resolved in accordance with Section 8.5(b).

5.2. Final Completion.

- (a) "**Final Completion** of the **System** shall be deemed to have occurred only if:
  - (i) all punchlist items contemplated in Section 5.1(d)(i) have been completed or waived;
  - (ii) all manuals, drawings and other documents expressly required to be delivered by **Contractor** hereunder have been delivered to **District**;
  - (iii) on-site operation and maintenance training as required has occurred;
  - (iv) all final Lien waivers have been obtained; and
  - (v) a **Certificate of Final Completion** in a form similar to Exhibit G is duly signed by **District's Representative** and the **Contractor's Representative**.
- (b) Upon **Final Completion**, **Contractor** shall submit to **District** a **Certificate of Final Completion** in a form similar to Exhibit G certifying that all of the foregoing conditions have been satisfied. **District** shall, within five (5) **Business Days** after the receipt by **District** of such written certificate, shall execute an acknowledgment of such certificate if **Contractor** has achieved **Final Completion** or provide written notice of **Contractor's** failure to achieve **Final Completion**. **Contractor** shall promptly take such action or perform such **Work** as is required to achieve **Final Completion** and shall thereupon issue to **District** another notice as set forth above. This procedure shall be repeated until such time as **District** has acknowledged **Final Completion**.
- (c) Any **Dispute** between **District** and **Contractor** with respect to the projected achievement of **Final Completion** as contemplated by this Section 5.2 shall be resolved in accordance with Section 8.5(b).

5.3. Inspection.

All **Work** performed by **Contractor** and all **Equipment** shall be subject to inspection by **District**, but such right of inspection of the **Work** or **Equipment** shall not relieve **Contractor** of responsibility for the proper performance of the **Work** or **Equipment** to the extent provided under this **Agreement**. **Contractor** shall provide to **District** or **District's** designee access to the **Facility** or facilities where the **Work** is being performed during business hours, and subject to compliance with **Site** safety rules and policies. **District** shall ensure that the inspections do not affect the normal performance of this **Agreement** unless **Work** is not in compliance with this **Agreement**.

5.4. Manufacturer and Other Third-Party Warranties. The **Contractor Warranty** shall in no event be deemed or construed to limit, in any manner, any manufacturer or other third-party guarantee or warranty (including, without limitation, any that have a longer applicable warranty period). No such manufacturer or other third-**Party** guarantee or warranty shall be deemed or construed to relieve the **Contractor** from its responsibilities and/or liabilities pursuant to the **Contractor Warranty**. At all times while the **Contractor Warranty** is in effect during an applicable warranty period, but not thereafter, the **Contractor** must assist the **District** in processing any manufacturer and other third-party guarantee or warranty claims with respect to systems, **Equipment**, materials and/or other things incorporated into the **Project** as part of the **Work**.

## 6. REPRESENTATIONS & WARRANTIES

6.1. Representations and Warranties of Contractor. **Contractor** represents and warrants to **District** that:

- (a) **Contractor** is a California corporation, duly organized, validly existing, and in good standing under the laws of the State of California, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.
- (b) **Contractor** has (either directly or through a **Subcontractor**) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the **Work** in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with **Industry Standards**. **Contractor** has (either directly or through a **Subcontractor**) the experience and skills necessary to determine, and **Contractor** has reasonably determined, that **Contractor** can perform the **Work** for the **Work Order Price**.
- (c) The execution, delivery and performance by **Contractor** of this **Agreement** will not (i) violate or conflict with any covenant, **Agreement** or understanding to which it is a **Party** or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the **System** or any component part thereof to any lien other than as contemplated or permitted by this **Agreement**.
- (d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to **Contractor's** knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of **Contractor** or in any impairment of its ability to perform its obligations under this **Agreement**.
- (e) All goods, services, **Equipment**, parts, and materials furnished in connection with the **Work** related to the **System** are new, unused and undamaged at the time of delivery to the **Site**.

- (f) The individual executing this **Agreement** on behalf of **Contractor** is duly authorized to execute and deliver this **Agreement** on behalf of **Contractor** and this **Agreement** is binding upon **Contractor** in accordance with its terms.

6.2. Representations and Warranties of District. **District** represents and warrants to **Contractor** that:

- (a) **District** is a California public school district, duly organized, validly existing, and in good standing under the laws of the State of California, and has full legal capacity and standing to pursue its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.
- (b) The execution, delivery and performance by **District** of this **Agreement** will not (i) violate or conflict with any covenant, **Agreement** or understanding to which it is a **Party** or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the **System** or any component part thereof or the **Site** or any portion thereof to any lien other than as contemplated or permitted by this **Agreement**.
- (c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to **District's** knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of **District** or in any impairment of its ability to perform its obligations under this **Agreement**.
- (d) The individual executing this **Agreement** on behalf of **District** is duly authorized to execute and deliver this **Agreement** on behalf of **District** and this **Agreement** is binding upon **District** in accordance with its terms.

7. BREACH & TERMINATION; DISPUTE RESOLUTION

7.1. Termination by District:

- (a) For Cause. **Contractor** agrees that **District** shall be entitled to terminate this **Agreement** upon the occurrence of any of the following circumstances:
  - (i) Except as otherwise permitted under this **Agreement**, **Contractor** abandons the entire **Work** for more than ninety (90) **Days** or fails to commence the **Work** within one-hundred and eighty (180) **Days** after receiving the **Notice to Proceed**, and after expiration of said period fails to commence or continue performance of the **Work** within ten (10) **Business Days** of **Contractor's** receipt of a written notice from **District** to commence or continue performance of the **Work**;
  - (ii) **Contractor** commits a material breach of this **Agreement**, and **Contractor** does not commence the cure of said breach and is thereafter diligently pursuing to completion the cure of said breach, within ten (10) **Days** following **Contractor's** receipt of written notice thereof from **District**, or
  - (iii) **Contractor** makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
  - (iv) Upon the occurrence of any of the foregoing, **District** may instruct **Contractor** to discontinue all or any part of the **Work**, and **Contractor** shall thereupon discontinue

the **Work** of such parts thereof. **District** shall thereupon have the right to continue and complete the **Work** or any part thereof, by contract or otherwise.

- (b) Upon exercising commercially reasonable efforts, **District** shall be entitled to terminate this **Agreement** if it is unable to procure funding for the Project within 365 **Days** of the **Effective Date**. Upon this occurrence, **District** shall have no further obligation to **Contractor**.
- (c) For Convenience. **District** may elect to terminate this **Agreement** for convenience. If **District** elects to terminate this **Agreement** for any reason other than those provided above, **District** shall reimburse **Contractor** for all reasonable expenses supported by written receipts incurred prior to termination.

7.2. Termination by Contractor.

- (a) Without limiting the provisions of Section 8.5, **District** agrees that upon the occurrence of any of the following, **Contractor** may terminate and **District** shall reimburse **Contractor** for all reasonable expenses supported by written receipts incurred prior to termination.
- (b) If **District** makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (c) If **District** fails to make any payment to **Contractor** hereunder when due, which failure remains uncured for twenty (20) **Days** following **District's** receipt of written notice thereof from **Contractor**, **Contractor** shall have all rights and remedies that may be available under **Applicable Law** against **District** with respect thereto, including without limitation the right to suspend performance of the **Work** or terminate this **Agreement** as set forth in Section 7.2.

7.3. Indemnity.

- (a) **Contractor** shall fully indemnify, save harmless and defend **District** from and against any and all costs, claims, and expenses incurred by **District** and their successors, assigns, governing board members, administrators, managers, employees, agents, **Affiliates** and partners in connection with or arising from any claim by a third-party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than **Affiliates** of **District**) arising from or relating to **Contractor's** performance of its obligations under this **Agreement**, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of **Contractor** or its **Subcontractors**, agents or employees or others under **Contractor's** control or (b) a breach by **Contractor** of its obligations hereunder.
- (b) **District** shall fully indemnify, save harmless and defend **Contractor** and its successors, assigns, officers, directors, members, managers, employees, agents, **Affiliates** and partners in connection with or arising from any claim by a third **Party** for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than **Affiliates** of **Contractor** or **Subcontractors**) arising from or relating to this **Agreement**, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of **District** or its agents or employees or others under **District's** control or (b) a breach by **District** of its obligations hereunder.
- (c) Each **Party** shall indemnify, defend and hold the other **Party**, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and **Affiliates** and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a)

actual or alleged infringement or misappropriation by such **Party** (or in the case of **Contractor**, any **Subcontractor**) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the **System**, including without limitation, any deliverable, (b) such **Party's** (and in the case of **Contractor**, any **Subcontractor's**) violation of any third-party license to use intellectual property in connection with the **Work**, including, without limitation, any deliverable. **District** shall indemnify, defend and hold **Contractor** and its present and future direct and indirect parents, subsidiaries and **Affiliates** and their directors, officers, shareholders, employees, agents and representatives harmless from against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from the challenge to the procedures under which this **Agreement** was approved by the **District**. Notwithstanding the foregoing, the indemnification obligations of **Contractor** set forth in this Section 7.3(c) shall not apply when the claim of infringement arises from a particular design, process or product of a particular manufacturer or manufacturers that **Contractor** is directed by **District** to use in connection with the **Contract Documents**, unless the **Contractor** has reason to believe there is an infringement of such intellectual property right.

- (d) If any claim is brought against a **Party** (the "**Indemnified Party**") that gives rise to a potential indemnity claim under this Section 7.3, then the **Indemnified Party** shall give written notice of said claim to the other **Party** (the "**Indemnifying Party**"). Upon receipt of written notice of the claim, the **Indemnifying Party** shall be entitled to participate in, and, unless in the opinion of counsel for the **Indemnifying Party** a conflict of interest between the **Parties** may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the **Indemnified Party**. Where the **Indemnifying Party** has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section 7.3, the **Indemnifying Party** shall reimburse the **Indemnified Party** for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the **Indemnifying Party** assumes the defense of the **Indemnified Party** with acceptable counsel, the **Indemnified Party**, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the **Indemnifying Party** of any of its obligations hereunder.

#### 7.4. Limitations of Liability.

- (a) No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE **CONTRACTOR** OR **DISTRICT** OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION 7.4(a) SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS **AGREEMENT** FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.

8. MISCELLANEOUS

8.1. Representatives.

- (a) District Representative. **District** designates, and **Contractor** agrees to accept, William McCoy, Superintendent, as **District Representative** for all matters relating to **Contractor's** performance of the **Work**. The actions taken by **District Representative** with the school board's authorization regarding such performance shall be deemed the acts of **District** and shall be (to the extent permitted by law) fully binding for **District**. **District** may, upon written notice to **Contractor**, pursuant to Section 8.6 hereof, **Change** the designated **District Representative**.
- (b) Contractor Representative. **Contractor** designates, and **District** agrees to accept, Stan Butts as **Contractor Representative** for all matters relating to **Contractor's** performance under this **Agreement**. The actions taken by **Contractor Representative** shall be deemed the acts of **Contractor** and shall be fully binding for **Contractor**. **Contractor** may, upon written notice to **District**, pursuant to Section 8.6 hereof, **Change** the designated **Contractor Representative**.
- (c) Power of Representatives. The **Parties** shall vest their **Representatives** with sufficient powers to enable them to assume the obligations and exercise the rights of **Contractor** or **District**, as applicable, under this **Agreement**.
- (d) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, **Change Orders**, notices and other communications between **Contractor** and **District** contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

8.2. Ownership of Plans, Data, Reports and Material.

- (a) Subject to Sections 8.2(c), **Contract Documents** developed by **Contractor** under this **Agreement** shall become the property of **District** when prepared and shall be delivered to **District** upon completion of the **Work**; provided that nothing in the foregoing shall impair, alter or otherwise affect **Contractor's** proprietary rights in its patents, products or other intellectual property.
- (b) Any additional inventions or intellectual property created during performance of this **Agreement** shall be owned by **Contractor**.
- (c) **Contractor** further agrees to grant and hereby grants to **District** an irrevocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of **Contractor** related to the **Work** now or hereafter owned or controlled by **Contractor** to the extent reasonably necessary for the operation, maintenance or repair of the **System** or any subsystem or component thereof designed, specified, or constructed by **Contractor** under this **Agreement**. No other license in such patents and proprietary information is granted pursuant to this **Agreement**.

8.3. Governing Law.

The formation, interpretation and performance of this **Agreement** shall be governed by and construed in accordance with the laws of the State of California. In the event of any **Dispute** that is not resolved pursuant to Section 8.5, the **Parties** hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Marin County, California and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure.

**Contractor** shall promptly notify **District** in writing of any delay or anticipated delay in **Contractor's** performance of this **Agreement** due to a **Force Majeure Event**, and the reason for and anticipated length of the delay. **Contractor** shall deliver such notice as soon as reasonably practicable, but in any event within forty-eight (48) hours of **Contractor's** becoming aware of such delay. **Contractor** shall be excused for any delays or defaults in the performance of its obligations under this **Agreement** that are the result of a **Force Majeure Event**. **Contractor** shall be entitled to a reasonable extension of time for delays due to a **Force Majeure Event**; provided that any **Work** done or materials furnished by **Contractor** in restoring or rebuilding the **System** will be paid for by **District** as a **Change Order** pursuant to the provisions of this **Agreement**.

8.5. Dispute Resolution.

- (a) Good faith negotiations. In the event that any question, **Dispute**, difference or claim arises out of or in connection with this **Agreement**, including any question regarding its existence, validity, performance or termination (a "**Dispute**"), which either **Party** has notified to the other, senior management personnel from both **Contractor** and **District** shall meet and diligently attempt in good faith to resolve the **Dispute** for a period of thirty (30) **Days** following one **Party's** written request to the other **Party** for such a meeting. If, however, either **Party** refuses or fails to so meet, or the **Dispute** is not resolved by negotiation, the provisions of Sections 8.5(b), 8.5(c) and 8.5(d) shall apply to the extent applicable to the **Dispute**.
- (b) Technical Dispute. **Technical Disputes** shall be resolved by an independent expert. For the purposes of this **Agreement**, a "**Technical Dispute**" shall mean a **Dispute** regarding whether the **System** conforms to the **Industry Standards** and applicable Building Codes, whether the relevant part of the **Site** where the **System** is located meets the required **Site** characteristics, and any other **Disputes** of a technical or engineering nature. All **Technical Disputes** shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by **Contractor** and **District**. **Parties** will share equally in the cost of the independent expert engaged to resolve **Technical Disputes**.
- (c) Non-Binding Mediation. If the **Dispute** remains unresolved, a **Party** may require that a non-binding mediation take place with a mediator mutually chosen by **District** and **Contractor**. If **District** and **Contractor** are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by **District**, and one-half by **Contractor**. In any such mediation, representatives of the **Parties** with authority to resolve the **Dispute** shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any **Party** with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual **Dispute**; (ii) actions to collect payments not subject to bona fide **Dispute**; or (iii) claims involving third parties who have not agreed to participate in the mediation of the **Dispute**. The provisions of this Section 8.5 shall survive any termination of this **Agreement**.
- (d) Attorneys' Fees. The prevailing **Party** in any action brought to enforce the terms of this **Agreement** or arising out of this **Agreement** may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other **Party**.

8.6. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this **Agreement**, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same **Day** if personally

delivered; (b) three (3) **Days** after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same **Day** if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

**District:**

Name: Sausalito Marin City **School District**  
Attention: Will McCoy, Superintendent  
Address: 200 Phillips Drive  
Sausalito, CA 94965  
Phone: 415-332-3190  
Facsimile: 415-332-9643  
Email: [wmccoy@smcsd.org](mailto:wmccoy@smcsd.org)

With a copy to:

Name: Fagen Friedman & Fulfrost LLP  
Attention: Jim Traber  
Address: 520 Capitol Mall St. 400  
Sacramento, CA 95814  
Email: [jtraber@f3law.com](mailto:jtraber@f3law.com)

**Contractor:**

Name: Indoor Environmental Services  
Attention: Stan Butts, Vice President  
Address: 1512 Silica Avenue  
Sacramento, CA 95815  
Phone: (916) 888-8808  
Facsimile: (916) 348-3020  
E-mail: [sbutts@ies-hvac.com](mailto:sbutts@ies-hvac.com)

8.7. Nondisclosure.

To the extent permitted by law, whichever **Party** receives confidential information (the “**Receiving Party**”) from the other **Party** (the “**Disclosing Party**”) shall not use for any purpose other than performing the **Work** under this **Agreement** or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the **Disclosing Party**, any such information of the **Disclosing Party**. Confidential Information includes, without limitation, all information or materials prepared in connection with the **Work** performed under this or any related subsequent **Agreement**, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, personnel names and other information related to **Contractor**, **Suppliers**, personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets. Confidential information does not include (a) information known to the **Receiving Party** prior to obtaining the same from the **Disclosing Party**; (b) information in the public domain at the time of disclosure by the **Receiving Party**; or (c) information obtained by the **Receiving Party** from a third-party who did not receive same, directly or indirectly, from the **Disclosing Party**. The **Receiving Party** shall use the higher of the standard of care that the **Receiving Party** uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such confidential information. Notwithstanding anything herein to the contrary, the **Receiving Party** has the right to disclose Confidential Information without the prior written consent of the **Disclosing Party**: (i) as required by any court or other **Governmental Authority**, or by any stock exchange upon which the shares of any **Party** are listed, (ii) as otherwise required by law, (iii) as advisable or required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its

attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the **Party** receiving the Confidential Information is bound by confidentiality obligations. If a **Receiving Party** believes that it will be compelled by a court or other **Governmental Authority** to disclose confidential information of the **Disclosing Party**, it shall give the **Disclosing Party** prompt written notice, and in all cases not less than five (5) **Business Days**' notice in advance of disclosure, so that the **Disclosing Party** may determine whether to take steps to oppose such disclosure. Notwithstanding the foregoing, **Contractor** acknowledges that this **Agreement**, once fully executed and approved by the **District's** Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 6250 et seq. (Public Records Act). **District** shall use reasonable efforts to prevent or limit disclosure of the Confidential Information.

8.8. Time of Essence.

Time is expressly agreed to be of the essence of this **Agreement** and each, every and all of the terms, conditions and provisions herein.

8.9. Validity.

The provisions contained in each Section, subsection and clause of this **Agreement** shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The **Parties** shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this **Agreement** reflect the true intent of the **Parties** as of the date of execution of this **Agreement**.

8.10. Binding Effect.

This **Agreement** shall be binding on the **Parties** hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications.

No oral or written amendment or modification of this **Agreement** by any administrator, Board member, officer, agent or employee of **Contractor** or **District**, either before or after execution of this **Agreement**, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both **Parties** to be bound thereby.

8.12. Headings.

The headings in this **Agreement** are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this **Agreement**.

8.13. Counterparts; Signature Pages.

This **Agreement** may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a **Party** to this **Agreement**.

8.14. Announcements and Publications.

**Contractor** shall coordinate with **District** with respect to, and provide advance copies to **District** for review of, the text of any proposed announcements or publications that include any non-public information concerning the **Work**

prior to the dissemination thereof to the public or to any **Person** other than **Subcontractors** or advisors of **Contractor**, in each case, who agree to keep such information confidential. If **District** delivers written notice to **Contractor** rejecting any such proposed announcement or publication within two (2) **Business Days** after receiving such advance copies, the **Contractor** shall not make such public announcement or publication; provided, however, that **Contractor** may disseminate or release such information in response to requirements of **Governmental Authority**.

8.15. Complete Agreement.

This **Agreement** together with the Exhibits hereto completely and exclusively states the **Agreement** of the **Parties** regarding its subject matter and its terms govern, all prior proposals, **Agreements**, or other communications between the **Parties**, oral or written, regarding such subject matter. No oral **Agreement** or conversation with any officer or employee of either **Party** or any or all prior proposals shall affect or modify any of the terms and conditions of this **Agreement**. This **Agreement** shall not be modified except by written amendment signed on behalf of the **District** and **Contractor** by their duly authorized representatives. Any purported oral amendment to the **Agreement** shall have no effect.

8.16. No Agency.

This **Agreement** is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the **Parties** or to impose any such obligation or liability upon either **Party**. Neither **Party** shall have any right, power or authority to enter into any **Agreement** or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other **Party**.

8.17. Priority of Documents.

In the event of conflicting provisions between any of the **Contract Documents**, the provisions shall govern in the following priority: first, duly executed amendments to this **Agreement** (to the extent not superseded by a subsequent amendment); second, this **Agreement**; third, **Work Order** in Exhibit C, and fourth, the other **Contract Documents**.

8.18. Assignment.

No **Party** shall be entitled to assign or subcontract this **Agreement** or any of its rights or obligations under this **Agreement**, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other **Party**, which shall not be unreasonably withheld, provided that **Contractor** may subcontract that portion of the **Work** to **Subcontractors**. Notwithstanding the foregoing, (i) without the consent of the **Contractor**, **District** shall be entitled to assign its right, title and interest in and to this **Agreement** (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from **Contractor**) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the **District**, **Contractor** shall be entitled to assign its right, obligation, title and interest in and to this **Agreement** in connection with a merger or acquisition of **Contractor**; and (iii) without consent of **District**, **Contractor** shall be entitled to assign its right, obligation, title and interest in and to this **Agreement** to an **Affiliate** of the **Contractor**.

8.19. No Waiver.

Either **Party's** failure to enforce any provision of this **Agreement** or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the **Parties** hereto have duly executed and delivered this Agreement as of the date set forth above.

Sausalito Marin City School District,  
a school district organized and existing under the laws  
of the State of California

By: \_\_\_\_\_

Name: Will McCoy, Superintendent

Title: Superintendent

Famand, Inc.,  
a California corporation, (dba) Indoor Environmental  
Services

By: \_\_\_\_\_

Name: Stan Butts

Title: Vice President

Contractor's License #: 646794

## EXHIBIT A DEFINITIONS

“**Affiliate**” of a specified **Person** means any **Person** that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified **Person**. As used in this definition of **Affiliate**, the term “**control**” of a specified **Person** including, with correlative meanings, the terms, “controlled by” and “under common control with,” means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a **Person** or (b) the power to direct or cause the direction of the management and policies of a **Person**, whether through ownership of voting securities, by contract or otherwise.

“**Agreement**” shall have the meaning set forth in the preamble.

“**Applicable Law**” shall mean, with respect to any **Governmental Authority**, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such **Governmental Authority**, as construed from time to time by any **Governmental Authority**.

“**Applicable Permits**” means those permits identified as the responsibility of **Contractor** as determined in Exhibit C.

“**Authority Having Jurisdiction (AHJ)**” means those local, state, or federal entities having regulatory authority over a specific aspect of the **Project**, such as building officials, Department of State Architecture, and fire departments.

“**Business Day**” means Mondays to Fridays, except such **Days** on which banks are permitted or required to close in California.

“**Certificate of Substantial Completion**” shall mean a document in similar form to Exhibit F.

“**Certificate of Final Completion**” shall mean a document in similar form to Exhibit F.

“**Change**” shall mean any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the **Work**, including without limitation any such addition, deletion, suspension, or other modification that effects a **Change** in the scope of the **Work**.

“**Change Order**” shall mean a written document signed by **District** and **Contractor** to adjust the **Work Order Price** or **Construction Schedule** as a result of a **Change** issued after execution of this **Agreement**.

“**Commencement of Work**” shall mean the **Commencement of Work** for each **Work Order**.

“**Construction Schedule**” shall mean the schedule for implementation of the **Work** as determined by the **Contractor** to meet the **Project Milestones** as set forth on Exhibit C.

“**Construction Documents**” shall mean **Construction Documents** prepared by **Contractor** and approved by **District**.

“**Contract Documents**” shall mean this **Agreement** and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this **Agreement** and the **Construction Documents** prepared by **Contractor** and approved by **District**.

“**Contractor**” shall have the meaning set forth in the preamble.

“**Contractor Representative**” shall mean the individual designated by the **Contractor** in accordance with Section 8.1(b).

“**Day**” means calendar **Day** unless it is specified that it means a “**Business Day**”.

“**Disclosing Party**” shall have the meaning set forth in Section 8.7.

“**Dispute**” shall have the meaning set forth in Section 8.5(a).

“**District**” shall have the meaning set forth in the Preamble to this **Agreement**.

“**District Permits**” means those permits identified as the responsibility of **District** in Exhibit C.

“**District's Representative**” shall mean the individual designated by **District** in accordance with Section 8.1.

“**Dollar**” and “**\$**” shall mean the lawful currency of the United States of America.

“**Effective Date**” shall mean the date first set forth in the preamble.

“**Environmental Attributes**” means all environmental and other attributes that differentiate the **System** or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the **System** that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the **System** or the compliance of the **System** or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of **Environmental Attributes** and Reporting Rights.

“**Environmental Incentives**” means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the **Environmental Attributes** of the **System** on each **Site** or the energy output or otherwise from the development, construction, installation or ownership of the **System** on each **Site** or the production, sale,

purchase, consumption or use of the energy output from each **Site**. Without limiting the foregoing, “**Environmental Incentives**” includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the **Environmental Attributes** of the **System** on each **Site** or the energy output or otherwise from the development, construction, installation or ownership of the **System** on each **Site** or the production, sale, purchase, consumption or use of the energy output from each **Site**.

“**Equipment**” shall mean (a) all materials, supplies, apparatus, machinery, **Equipment**, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the **System** in accordance with **Industry Standards** and (b) all materials, supplies, apparatus, machinery, **Equipment**, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the **Work** or the **Contract Documents**.

“**Excusable Delay**” shall mean a Delay outside of **Contractor's control** that prevents **Contractor** from achieving the Commercial Operation Date for any **System** in accordance with the **Project Schedule**, and to the extent that such Delay adversely affects the **Work** such that the performance of the **Work** is prevented or delayed, **Contractor** shall be entitled to an adjustment in the **Construction Schedule** and deadlines of this **Agreement**. For purposes of this **Agreement**, an **Excusable Delay** shall include any of the following events:

- (a) an act or failure to act of, or other delay caused by, or negligence of, **District** or its agents or employees;
- (b) **Changes** in the design, scope or schedule of the **Project** unilaterally required by the **District**;
- (c) the suspension of **Work** in whole or in part by **District**, unless caused by **Contractor**;
- (d) labor **Disputes**, fire, vandalism, delay in manufacturing and deliveries;
- (e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.*, rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;
- (f) unforeseen conditions at any **Site**, including discovery or existence of Hazardous Substances;
- (g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond **Contractor's control**;
- (h) the failure to obtain any permission to operate, Applicable

Permit, CEQA/NEPA approval or approval of a **Governmental Authority** or delays caused by **Changes** and/or modifications to the Scope of Work as required by any **Governmental Authority Having Jurisdiction** over the **Project**;

- (i) any **Equipment** or material delays caused by suppliers or vendors;
- (j) adverse **Changes** to regulatory requirements;
- (k) any breach of this **Agreement** or the Utility Interconnection Agreement or any information provided to the **Contractor** by **District** or Utility is inaccurate or incomplete; or
- (l) any other cause outside **Contractor's control** after **Contractor's** best efforts to mitigate that delay, to the extent that **Contractor** is able to mitigate such delay, provided that a failure to perform of **Contractor's Subcontractors'** shall not be an **Excusable Delay**, unless such **Subcontractors** are unable to perform the **Work** as a result of any of the events described in this definition of "**Excusable Delay**".

"**Facility**" shall mean any and all properties of the **District** upon which the **System** is constructed or to which the **System** shall be connected, including land, buildings, structures, **Equipment**, and electrical tie-in points.

"**Final Completion**" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the **System** applicable to a particular **Work Order** as set forth in Section 5.2.

"**Force Majeure Event**" shall mean, when used in connection with the performance of a **Party's** obligations under this **Agreement**, any act or event (to the extent not caused by such **Party** or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the **control** of the **Party** which invokes it, and which renders said **Party** unable to comply totally or partially with its obligations under this **Agreement**. In particular, any of the following shall be considered a **Force Majeure Event**:

- (a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any **Governmental Authority**, riot, terrorism, acts of a public enemy or other civil disturbance;
- (b) acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third **Party** (other than any **Contractor** retained by or on behalf of the **Party**) of **Facility** and

**Equipment** relating to the performance by the affected **Party** of its obligations under this **Agreement**;

(c) strikes, walkouts, lockouts or similar industrial or labor actions or **Disputes**, in each case of a regional or national nature;

(d) **Changes in Applicable Law** after the **Effective Date** that materially impact a **Party's** ability to perform under this **Agreement**; and

(e) acts of any **Governmental Authority** that materially restrict or limit **Contractor's** access to the **Site**.

**“Contract Approval Date”** shall mean the date that **District** and **Contractor** have approved and executed this **Agreement**.

**“Governmental Authority”** shall mean any national, autonomic, regional, province, town, city, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

**“Hazardous Material”** shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl's (“PCBs”), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or **Applicable Law**.

**“Indemnified Party”** shall have the meaning set forth in Section 7.3(d).

**“Indemnifying Party”** shall have the meaning set forth in Section 7.3(d).

**“Industry Standards”** shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the **Work** will be performed and in accordance with good construction practices, **Applicable Permits**, and other standards established for such **Work**.

**“Manufacturer Warranty”** shall have the meaning set forth in Exhibit C.

**“Party”** shall mean, individually, each of the parties to this **Agreement**.

**“Performance Tests”** means, the tests of the **System**, as more particularly described in Exhibit C.

**“Person”** shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or **Governmental Authority**.

**“Project”** shall mean the entirety of **Work** to be performed by **Contractor** pursuant to the terms and conditions of the **Work** and any **Change Orders**.

**“Receiving Party”** shall have the meaning set forth in Section 8.7.

“**Representatives**” shall mean the **Contractor Representative** and the **District Representative** and each may individually be referred to as a “**Representative**”.

“**Rock**” is defined as limestone, sandstone, granite or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger. Material which can be loosened with a pick, frozen materials, soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, shall not be classified as “**Rock**”.

“**School District**” shall have the meaning set forth in preamble.

“**Site**” shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual **Site** shall mean any area of a property owned by the **District** upon which a **System** is constructed.

“**Subcontractor**” shall mean any **Person**, other than **Contractor** and **Suppliers**, retained by **Contractor** to perform any portion of the **Work** (including any **Subcontractor** of any tier) in furtherance of **Contractor's** obligations under this **Agreement**.

“**Substantial Completion**” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the **System** applicable to a particular **Work Order** as set forth in Section 5.1.

“**Substantial Completion Date**” shall mean the actual date on which the **Substantial Completion** of the **System**, as defined in Section 5.1, has occurred.

“**Suppliers**” shall mean those **Equipment** suppliers with which **Contractor** contracts to build the **System**.

“**System**” shall have the meaning ascribed in the Recitals to this **Agreement**.

“**Technical Dispute**” shall have the meaning set forth in Section 8.5(b).

“**Third Party**” shall have the meaning of any persons or entity not **Affiliated** with **Contractor** or **District**.

“**Work**” shall mean all obligations, duties, and responsibilities assigned to or undertaken by **Contractor** and described in Exhibit C, including any **Change Orders**.

“**Work Order**” shall mean the assigned **Work** for each **Site** as described in Exhibit C.

“**Work Order Price**” shall mean the amount for performing the **Work** that is payable to **Contractor** as set forth in Section 3.4, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

**EXHIBIT B  
CERTIFICATIONS**

Exhibit B-1 Fingerprinting / Criminal Background Investigation Certification

Exhibit B-2 Drug-Free Workplace / Tobacco-Free Environment Certification

Exhibit B-5 Asbestos & Other Hazardous Materials Certification

(Certifications are on the following pages.)

**FINGERPRINTING / CRIMINAL BACKGROUND INVESTIGATION  
CERTIFICATION  
(EXHIBIT B-1)**

The undersigned does hereby certify to the governing board of the \_\_\_\_\_ as follows:

That I am a representative of the **Contractor** currently under contract ("Contract") with the \_\_\_\_\_; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of **Contractor**.

**Contractor** certifies that it has taken at least one of the following actions with respect to the construction **Project** that is the subject of the Contract (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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 **Site** and no employee and/or **Subcontractor** or supplier of any tier of Contract shall come in contact with the \_\_\_\_\_ pupils.

**Contractor's** responsibility for background clearance extends to all of its employees, **Subcontractors**, and employees of **Subcontractors** coming into contact with \_\_\_\_\_ 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: \_\_\_\_\_

**DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION**  
**(EXHIBIT B-2)**

Government Code Section 8350 et seq., 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 \_\_\_\_\_ is not a "state agency" as defined in the applicable Section(s) of the Government Code, but the \_\_\_\_\_ is a local agency and public school \_\_\_\_\_ under California law and requires all **Contractors** on \_\_\_\_\_ 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 understand that if the \_\_\_\_\_ 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.

In addition, and pursuant to, without limitation, 20 U.S.C Section 6083, Labor Code Section 6400 et seq., Health & Safety Code Section 104350 et seq. and \_\_\_\_\_ Board Policies, all \_\_\_\_\_ sites, including the **Sites**, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in \_\_\_\_\_ property. \_\_\_\_\_ property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on \_\_\_\_\_ property. I acknowledge that I am aware of the \_\_\_\_\_'s policy regarding tobacco-free environments 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 **Sites**.

Date: \_\_\_\_\_  
Proper Name of **Contractor**: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT B-3**

**ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION**

This Asbestos And Other **Hazardous Materials** Certification form is part of the **Facility Solutions Agreement** made by and between the Sausalito Marin City School District ("**District**") and Famand, Inc. (dba Indoor Environmental Services), a California corporation ("**Contractor**") the ("**Project**").

To the best of my knowledge, information and belief, in completing the **Contractor's Work** for the **Project**, no material furnished, installed or incorporated into the **Project** will contain, or in itself be composed of, any asbestos, polychlorinated biphenyl (PCB), any material listed by the federal or state EPA 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this \_\_\_\_\_ **Day** of \_\_\_\_\_, 2017 at \_\_\_\_\_.

Name of **Contractor** (Print or Type): \_\_\_\_\_

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

**EXHIBIT C  
WORK ORDERS**

**Work Order #1  
Major Equipment Procurement**

**Work Order #2  
ECM Installations**

## EXHIBIT C

### Work Order #1 Major Equipment Procurement

This scope of **Work** is intended to define the requirements which will form the basis for the procurement of Energy Conservation **Work** at **District** Facilities that are part of the **Agreement**.

This Work Order includes the following:

- HVAC, Lighting
- Work Order Milestones
- Fixed Price Amount
- Progress Payment Schedule
- Performance and Payment Bonds

#### HVAC & LIGHTING EQUIPMENT PROCUREMENT SCOPE OF WORK

##### General

The scope of **Work** for this **Work Order** includes the procurement and transportation of the major components of the **System** at each **Facility**. **Contractor** shall perform, supervise and direct the **Work** in accordance with **Industry Standards**, **Applicable Law** and **Project Milestone** dates.

##### Procurement

**Contractor** shall procure the HVAC, Lighting materials and **Equipment** required for the **System** under this **Work Order**. The following shall be procured:

##### Shipping and Transportation

The **Contractor** shall make all necessary arrangements with each manufacturer or distributor for the proper packaging and shipment of all **Equipment** to the **District Facility** or **Contractor** warehouse. All **Equipment** shall be shipped in appropriate packaging and by suitably equipped transportation to avoid damage to the **Equipment** at all points from the manufacturer's or distributor's site to the **District Facility** or **Contractor's** warehouse. The **Contractor** shall ensure that suitable **Equipment** is available and used for unloading and handling of the **Equipment** at the **Project Facility**.

**Equipment Documentation**

Upon placement and confirmation of the purchase order, the **Contractor** shall request from each manufacturer all applicable documentation regarding shipping, handling, factory testing, storage, installation, and maintenance for all **Equipment** ordered. Upon receipt, this information shall be stored and/or transmitted to the **District** as appropriate.

**WORK ORDER MILESTONES**

<b>Estimated Work Order Milestone Schedule</b>	
<b>Milestone</b>	<b>Milestone Date</b>
Contract Execution Date	February 6, 2018
Major Equipment Ordering	February 7, 2018

**Contractor** shall be given a Day-for-Day slip in the **Work Order** Milestone Schedule for a delay in the Funding Date beyond the date shown above.

**Substantial Completion** as defined in section 5.1 for this Work Order shall occur on or before June 30, 2018.

**FIXED PRICE AMOUNT**

The fixed price for this **Work Order** (“**Work Order Price**”) is **\$120,503**

**PROGRESS PAYMENT SCHEDULE**

The **District** shall pay to **Contractor** the progress payments set forth below when **Contractor** has completed the **Work** associated with such payment. **Contractor** must submit documentation at the time of invoicing for related progress payments.

<b>Progress Payments Schedule</b>	
<b>Payment Milestone</b>	<b>% of Total Task Order Price</b>
Execution Date	10%
Major Equipment Ordering	90%

**PERFORMANCE AND PAYMENT BONDS**

Prior to **Commencement of Work**, **Contractor** shall provide evidence of the following bonds to **District**:

a. Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to **District**, in an amount equal to one-hundred percent (100%) of this **Work Order Price** payable under the **Agreement** securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of this **Work Order**.

No performance bond is required for this work order.

## EXHIBIT C

### Work Order #2

#### PROJECT SCOPE OF WORK INDEX

<u>Section 1</u>	Basis of Energy Engineering
<u>Section 2</u>	Lighting Scope of Work
<u>Section 3</u>	HVAC Controls Scope of Work
<u>Section 4</u>	HVAC Scope of Work
<u>Section 5</u>	Energy Program Assistance Services
<u>Section 6</u>	Proposed Project Installation Timeline & Coordination

#### 1.0 BASIS OF ENERGY ENGINEERING

This **Agreement** should be considered in conjunction with the California Energy Commission approved energy savings forecasts that are presented in the **District's** approved Energy Expenditure Plan, as required by Proposition 39 California Clean Energy Jobs Act. All projected energy savings figures are incorporated herein by reference consistent with Public Resources Code section 26026.

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the **Equipment** included in the scope of **Work**. The pre-retrofit (or Baseline) data for this **Project** covers the period from July 2016 through June 2017. The Baseline data takes into consideration the quantity of facilities and size; 2015/2016 building operational schedules; 2015/2016 School Calendar and 2015/2016 individual school Bell Schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average ASHRAE weather files for the closest weather station. Except weather files, all this data have been obtained from the DISTRICT.

Since **CONTRACTOR** does not **control**/follow the building operations on a **Day-by-Day** basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of the **CONTRACTOR'S control**. These factors (permanent or temporary) include, but are not limited to: weather **Changes**; **Changes** in the use of any **Facility** and number of occupants (including, but not limited to, staff, faculty and students); **Changes** to the hours of operation of any **Facility**; **Changes** to the **control** system scheduling; **Changes** or modifications to the **Equipment** or services provided under this **Agreement**; **Changes** in utility suppliers, method of utility billing, number of **Days** in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the **Equipment** or of any energy-consuming **Equipment**; **Changes** to the **Equipment** or to any **Facility** required by **Changes** to building codes; additions or deletions of energy-consuming **Equipment**; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc. It should be also noted, that the weather within last two years was unusually mild and, as a result, heating and cooling energy costs were lower than normal.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather **Changes**, HVAC or other unrelated **Equipment** energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on DISTRICT inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be effected by unrelated building modifications.

Additionally, selected energy savings calculations have been performed with the help of the on-line Energy Saving Calculators developed by California Energy Commission (CEC). These on-line calculators are offered by CEC as a part of CA Clean Energy Jobs Act (Proposition 39). **CONTRACTOR** has no control over engineering methodologies utilized by CEC in on-line Energy Saving Calculators.

In any event, the overall energy use of the **Facility** would be lower than if the energy saving measures (retrofits) identified in the **Facility** solutions **Project** herein had not been implemented.

If desired, the **CONTRACTOR** may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). The DISTRICT is to notify **CONTRACTOR** in writing no later than thirty (30) **Days** after any **Changes** as outlined above made to the Property that would affect the energy usage at the Property. The DISTRICT shall make available to **CONTRACTOR** no later than thirty (30) **Days** upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of all energy bills, energy usage data, and any and all other such documentation related to **Changes** to energy usage as outlined above.

## 2.0 GENERAL LIGHTING SCOPE OF WORK

Energy savings are realized due to the fact that the total input watts of the lighting fixtures will be reduced. Energy savings resulting from the Lighting System Retrofit have been estimated for each individual light fixture type based on the following simple formula:

$$\text{Annual Saving, \$} = \frac{(\text{Existing Watts} - \text{New Watts})}{1000} \times \text{Hours/Year} \times \text{Utility Rate} \times N$$

Where,

*Existing Watts* – Wattage rating for the existing (Baseline) light fixture

*New Watts* – New wattage rating for the existing light fixture

*Hours/Year* – Annual number of “burn-hours” (run hours for different areas as reported to CEC)  
*Utility Rate* – Actual weighted composite utility rate, \$/kWh  
*N* – Number of light fixtures of the particular type (see below for the actual quantities).

Currently the (1) site has a mixture of lighting technologies. Past modernization and retrofit projects included the upgrading of several sites with first generation electronic ballasts and T8 fluorescent lamps.

This **Project** will provide a significant energy reduction while greatly improving the overall quality and quantity of light. Optical imaging reflectors will be installed where applicable to maximize overall fixture efficiency. All fixtures presently powered by electronic ballasts will be retrofitted with 4<sup>th</sup> generation electronic ballasts and High CRI extended performance T8 fluorescent lamps. In addition to the linear fluorescent fixture retrofits all incandescent lamps will be replaced with L.E.D. lamps or fixtures.

All discolored or broken lighting diffusers encountered during this **Project** will be replaced as part of this **Project**.

All incandescent or CFL exit signs included in this **Project** will be retrofitted with new L.E.D. exit sign kits as applicable.

All exterior lighting included in this **Project** will be replaced with new L.E.D. fixtures or lamps as applicable.

All expended lighting lamps and ballasts will be disposed of per current EPA regulations. Any found lighting ballast containing PCB's will be treated as Hazardous waste and disposed of per EPA hazardous waste regulations.

Unless specifically requested by the DISTRICT, the intent of lighting retrofit **Work** is not to increase the light levels but rather to maintain the existing or better lighting levels while maximize energy savings without re-designing the overall system. In some cases, where the areas are over illuminated (per Illumination Engineering Society recommendations), light levels may be reduced to the recommended levels.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different options. The presented retrofits will not affect the usability of the buildings or facilities and therefore are not alterations, additions, new construction or modification of the existing systems. As a result, the scope of **Work** is considered maintenance replacement of the existing outdated lighting system components with like-kind components of higher efficiency and longer useful life. Maintenance related items are not considered lighting alterations and are exempted from the code and Title 24 provisions. Due to the possibility of dissimilar interpretations of regulations, additional cost-incurring system upgrades may be requested. Upon the DISTRICT

Schedule of Total Award Allocations for the Proposition 39 - California Clean Energy Jobs Act

Local Educational Agency	Energy Expenditure Plan (EEP) Amount Approved**	2013-14 Award Allocation	2014-15 Award Allocation	2015-16 Award Allocation	2016-17 Award Allocation	2017-18 Award Allocation	Total Award Allocation	Planning Funds Paid	EEP Funds Paid	Award Allocation Remaining
Sausalito Elementary	\$163,152	\$103,802	\$0	\$103,552	\$0	\$51,696	\$259,050	\$51,901	\$163,152	\$43,997

California Department of Education  
 School Fiscal Services Division  
 November 13, 2017

SMCSD Award Allocation	\$259,050
Planning/Submittal	\$22,515
Funds Available for	\$236,535
Revised Plan/Contract	\$219,097

- (f) The Work includes the submission to the California Energy Commission of sufficient data to comply with the Proposition 39 tracking and reporting requirements.
- (g) The Work also includes providing to the **District**, or assisting the **District** in obtaining, sufficient data required for annual and final reports for **Energy Efficiency Upgrades**, to the extent required by California Public Resources Code §§ 26206 and 26240 and the Proposition 39 Guidelines.
- (h) The **Work** completed herein must meet the approval of **District**, such approval to be granted or denied in accordance with the requirements set forth in this **Agreement**, and will be subject to **District's** general right of inspection and supervision to secure the satisfactory completion thereof in accordance with this **Agreement**.

### 3.3. Contract Price

- (a) Contract Price. Subject to adjustments set forth in this **Agreement**, **Contractor** agrees to perform the **Work** for a total fixed price of **\$219,097** ("**Contract Price**"), including the following amounts detailed in Exhibit C ("**Work Order Prices**"):
  - (i) **Work Order 1** with a total fixed price of **\$120,503**
  - (ii) **Work Order 2** with a total fixed price of **\$98,594**
  - (iii) Payment of the **Contract Price** shall be made in compliance with the process described in Exhibit C.
- (b) **Work Order Prices** in Exhibit C assume all **Work Orders** are executed.
- (c) Taxes. The **Work Order Price** includes (and **Contractor** assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all **Equipment** and **Contractor's** services contemplated by this **Agreement**, provided that **District** shall pay and have exclusive liability with respect to any taxes payable with respect to **District's** income. **Contractor** shall hold harmless, indemnify and defend **District**, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of **Contractor's** failure to pay such taxes, charges or contributions. **Contractor** and **District** shall cooperate with each other to minimize the tax liability of both **Parties** to the extent legally permissible.

### 3.4. Project Implementation

3.4.1 Notice to Proceed. The following are conditions precedent to **District's** issuing to **Contractor** a written **Notice to Proceed** ("**Notice to Proceed**"):

- (a) **Contractor** must have submitted, and **District** must have approved, the certificates of insurance required by this **Agreement**;
- (b) **Contractor** must have submitted, and **District** must have approved, the Contract Bonds described in individual **Work Orders** in Exhibit C; and

*WCA Scope of Work (2)  
Draft (Information Only)*

requesting **Changes** based on interpretations, the CONTACTOR will provide a written **Change Order** to the DISTRICT for review and approval.

Below is the Itemized Scope of Work below for specific retrofit strategies and fixture totals for each site:

Martin Luther King Academy, 620 Drake Avenue, Marin, CA

ITEMIZED SCOPE OF WORK			
Existing	Proposed		QTY
4L F32T8/32W W/ EB	4L LED T8		23
3L F32T8/32W W/ EB	3L LED T8		139
3L F32T8/32W W/ EB	3L LED T8		40
2L F32T8/32W W/ EB	2L LED T8		117
2L F17T8 W/ EB	2L 2-FOOT LED T8		2
3L F32T8/32W HIGH BAY	3L LED T8		36
CF 26W DRUM	10W LED DRUM		7
CF 26W CANOPY	10W LED RECESS SQUARE RETROFIT KIT		5
HPS, (1) 175W POLE LIGHTS	D816 40W SHOEBOX (DECO)		7
100W HID POLE FIXTURE	D816-LED 30W ( DECO )		12
TWIN 13W CF PORCH LIGHT	D411-LED 10W		10
Add New Fixture	WRAP LENS		12
Add New Fixture	2X4 PRISMATIC LENS		30
INC. 60W	9W LED LAMP		4
INC 60W	21W LED BI-PASS		11
24W CF	12W LED PLUG IN		18
26W CFL CAN	10W RT6 LED CAN RETROFIT		57
50W MR16	8W MR16 LED		6

## 2.1 Lighting System Terms and Definitions

- 2L FO28T8/850/XP/SS/ECO
  - 2 Lamp, Fluorescent Ocron, lamp wattage, 8/8”diameter Lamp, 85 CRI (Color Rendering Index), 5000 Kelvin (Color), Extended Performance, Super Saver (4<sup>th</sup> generation), Ecologic
- QHE2X32T8UNIVISL
  - Quicktronic High Efficiency electronic ballast, number of lamps by lamp wattage, 8/8” diameter Lamp, Universal( 120 - 277 watt), Instant Start Low output.
- RTK                    Reflector model
- PRS                    Prismatic Lense

- PF Precision Fluorescent (Brand Name)
- INC Standard Incandescent style lamp
- LED Light Emitting Diode technology
- EB Electronic Ballast
- ESB Energy Saving Ballast
- ESL Energy Saving Lamp (Fluorescent)
- RFL Powder Coated Reflector installed into Fixture to improve Efficiency
- SB Standard Magnetic Ballast
- CF Compact Fluorescent Lamp
- NEW Means a "new" fixture is to be installed, and not retrofitted
- Wrap A type of fluorescent fixture, surfaced mounted with a "wrap around lens"
- MH Metal Halide
- PS Pulse Start
- HPS High Pressure Sodium lamp
- MP Metalarc Pro-Tech lamp
- MS Super Metalarc Lamp
- PC Photocell
- Flood A type of exterior lighting fixture possessing directional capabilities.

## 2.2 Lighting Scope of Work Exclusions

The impact of the following exclusions has not been estimated in the above Scope of Work:

- Repair of any preexisting electrical distribution problems.
- Repair or replacement of any existing lighting controls or new lighting controls.
- New acoustical ceiling tiles for the existing T-bar grid unless broken by the **Contractor**.
- Any items not specified in this scope of work

## 3.0 HVAC CONTROLS SCOPE OF WORK

### 3.1 Single-Zone HVAC Units Controls Scope of Work

To minimize HVAC **Equipment** operation and save energy, the existing single zone thermostats serving the HVAC **Equipment** will be replaced with new Venstar model T8850, 365-Day programmable, Wi-Fi thermostats.

The DISTRICT will have the capability to adjust the temperature set points within pre-determined range. HVAC units will be programmed to run for a pre-determined period of time (see below) within the published Annual School Calendar to address Holidays and non-instructional **Days**. The DISTRICT will have the capability to adjust the temperature set points within pre-determined range. The thermostat will have digital display and set back capability. Control wiring will be provided, as needed. The thermostats shall be configured to operate upon command. Units'

activation shall commence upon pushing the button (on the screen). HVAC units will be activated for a pre-determined period of time (from 30 min up to 4 hours maximum). *Morning warm-up will be available for (2) or (2.5) hours in the morning, as described below, for all locations.* The janitorial staff should not operate the thermostats after regular school or office hours as the extra run time will affect the energy savings. To address ventilation requirements the fan is to be programmed in the “ON” mode. For better energy efficiency and to comply with Title-24 regulations **CONTRACTOR** assumes the following zone temperature settings to achieve 5° F dead band:

- 75° F – Minimum Occupied Cooling
- 70° F – Maximum Occupied Heating
- 95° F – Night/Unoccupied set back. Different set back cooling temperature can be established in critical areas per DISTRICT’S request.
- 40° F – Unoccupied Heating for Gas Heating units (night set back can be established per DISTRICT’S request to prevent water pipes freezing in the critical areas)
- 45° F – Unoccupied Heating for Heat Pump units (night set back can be established per DISTRICT’S request to prevent water pipes freezing in the critical areas)

Specific sites morning warm-up schedules for individual thermostats (per Bell schedules provided by the District and interviews with District’s HVAC maintenance personnel):

<u>Site</u>	<u>Location</u>	<u>Morning Schedule</u>	<u>Warm-up or Daily Programming Schedules</u>
<b>Martin Luther King Academy</b>	All Areas School Office	7:00 AM – 9:30 AM	7:00 AM – 4:00 PM

Note: Above Schedules are for Mon-Fri operation, **off on Sat-Sun and Holidays per Sausalito-Marín City School District 2015-2016 Instructional Calendar.**

**CONTRACTOR** includes up to (4) hours of DISTRICT’S training on how to program and operate new thermostats.

Existing thermostats will be removed and discarded or returned to the DISTRICT, if desired. Existing time clocks and Energy Management System interfaces (if applicable) will be disabled and abandoned in place.

The specific locations and quantities for the new thermostats are provided in the following table:

<u>Site</u>	<u>Location</u>	<u>Quantity</u>
<b>Martin Luther King Academy</b>	(2) MPR, (2) Office area, 101, 102 Portables 103 - 111	15

**3.2 Single-Zone HVAC Units Controls Scope of Work Exclusions**

**Schedule of Total Award Allocations for the Proposition 39 - California Clean Energy Jobs Act**

<b>Local Educational Agency</b>	<b>Energy Expenditure Plan (EEP) Amount Approved**</b>	<b>2013-14 Award Allocation</b>	<b>2014-15 Award Allocation</b>	<b>2015-16 Award Allocation</b>	<b>2016-17 Award Allocation</b>	<b>2017-18 Award Allocation</b>	<b>Total Award Allocation</b>	<b>Planning Funds Paid</b>	<b>EEP Funds Paid</b>	<b>Award Allocation Remaining</b>
Willow Creek Academy	\$64,939	\$52,471	\$103,898	\$0	\$52,809	\$52,543	\$261,721	\$52,471	\$64,939	\$144,311

California Department of Education  
 School Fiscal Services Division  
 November 13, 2017

WCA Award Allocation	\$261,721
Planning/Submittal	\$17,212
Funds Available for	\$244,509
Revised Plan/Contract	\$231,212

SAUSALITO MARIN CITY SCHOOL DISTRICT  
RESOLUTION #751  
APPROVAL OF FINDINGS FOR PROP 39 PROJECT,  
APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN SMCSO "DISTRICT" FOR THE PURPOSE OF  
CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY MEASURES ON SELECTED DISTRICT SITES

WHEREAS, the District Board of Trustees ("Board") has endorsed the goal of energy efficiency and directed staff to develop energy efficient practices for use at existing District sites, District had discussions and an informal RFQ process with firms and has selected IES based on their response to be "Best Value" and

WHEREAS, the DISTRICT approved a FEMP agreement to enter into negotiations with Indoor Environmental Services ("IES") and its associated entities which proposes a Prop 39 Conservation project to the District to include energy efficiency improvements to the sites including the use of Government Code 4217 Agreement to implement new and additional scopes of work above and beyond Prop 39 funding allocations; and

WHEREAS, the Board has received and reviewed information and data presented by District staff demonstrating that the cost to the District for Supplier to provide multiple conservation measures pursuant to the Agreement will be less than the anticipated cost to the District

WHEREAS, in order to maximize the cost savings from the energy project, the District desires to improve the interior building energy efficiency at specified school sites with conservation scope of work

BE IT FURTHER RESOLVED that based on comments, staff reports and Documentation reviewed by the Board, the Board makes the formal findings that the cost of the project will be offset by the anticipated savings in the energy consumption; and

BE IT FURTHER RESOLVED that the Board hereby approves the Agreement

BE IT FURTHER RESOLVED that the District's Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

PASSED AND ADOPTED by the Board of Trustees  
vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Signature, Board President  
Joshua Barrow

\_\_\_\_\_  
Signature, Clerk of the Board  
Debra Turner

Sausalito Marin City School District

Agenda Item: 13.03

Date: February 6, 2018

- |                                     |                                 |                          |                |
|-------------------------------------|---------------------------------|--------------------------|----------------|
| <input type="checkbox"/>            | Correspondence                  | <input type="checkbox"/> | Consent Agenda |
| <input checked="" type="checkbox"/> | Reports                         |                          |                |
| <input type="checkbox"/>            | General Functions               |                          |                |
| <input type="checkbox"/>            | Pupil Services                  |                          |                |
| <input type="checkbox"/>            | Personnel Services              |                          |                |
| <input type="checkbox"/>            | Financial & Business Procedures |                          |                |
| <input type="checkbox"/>            | Curriculum and Instruction      |                          |                |
| <input type="checkbox"/>            | Policy Development              |                          |                |
| <input type="checkbox"/>            | Public Hearings                 |                          |                |

Item Requires Board Action:       Item is for Information Only:

**Item:** Review and Approve the School Accountability Report Card 2016-2017 Published in 2017-2018 (SARC) for Bayside Martin Luther King Jr. Academy

**Background:**

As a requirement of Education Code §35256, the School Accountability Report Card (SARC) for Bayside Martin Luther King Jr. Academy must be updated on an annual basis and posted on the school's website. The School Accountability Report Card (SARC) provides parent with information about the overall performance of the school their children attend. Demographics, student testing data, teacher qualifications and textbook sufficiency are among the areas that are covered in the SARC report.

The SARC has been completed and has been made public on the school's website on February 1, 2018. The report is available to the community upon request at each school site.

**Recommendation:**      Approve

**Attachments:**      School Accountability Report Card 2016 2017 (Published in 2017-2018)

# Bayside Martin Luther King Jr. Academy

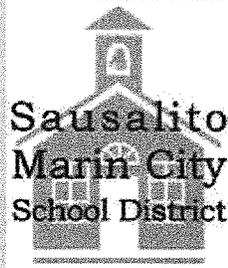
200 Phillips Drive • Sausalito, CA 94965 • (415) 332-3573 • Grades K-8

David Finnane, Principal

dfinnane@smcsd.org

www.smcsd.org

## 2016-17 School Accountability Report Card Published During the 2017-18 School Year



### Sausalito Marin City School District

200 Phillips Drive  
Sausalito, CA 94965  
(415) 332-3190

<http://www.smcsd.org/>

#### District Governing Board

Joshua Barrow, President

Ida Green, Vice President

Debra Turner, Clerk

Thomas Newmeyer, Board Member

Caroline Van Alst, Board Member

#### District Administration

William McCoy  
Superintendent

Amy Prescott

Interim Chief Business Official

Alan Rothkop

Director of Maintenance and  
Operations

Susan Martin

Director of Special Education  
Services

#### **Vision**

Our Vision is to provide each child a world class college preparatory curriculum that integrates communication, collaboration, creativity, inquiry and problem-solving skills and builds character through fostering strong relationships of mutual trust and respect.

#### **Mission**

The mission of the Sausalito Marin City School District is to academically and socially prepare students for success at each grade level and in high school, keeping them on the path to college and career in a safe, healthy and culturally responsive learning environment. We provide a rigorous and challenging academic program with highly qualified educators in collaboration with parents and community partners. We will hold our learning community accountable for our progress.

Bayside Martin Luther King, Jr. Academy is an TK-8 community school located in Marin City. Located in a beautiful facility completed in 2009, we are blessed with small class sizes, exemplary teachers and strong community support. Our mission statement defines what we are all about: We strive to be compassionate citizens of the world demonstrating confidence, integrity, and academic excellence. As global thinkers, we have pride in ourselves, our knowledge, and our community. We are committed to creating a college culture by connecting with our past and voicing our desires for our future. We are the dreamers and doers of Bayside Martin Luther King Jr. Academy. We hold the power to enact change and give back to ensure the success of our community.

We provide a challenging curriculum, based on Common Core, a new set of standards developed by the federal government in the hopes of unifying education standards nationwide. Our teachers design interdisciplinary, project-based learning opportunities for our students. Our course offerings include Language Arts, Social Studies, Science, Math, Physical Education, Music, and Visual Arts. Our teachers provide individualized learning opportunities to our students. Technology is also deeply integrated into the curriculum with more access as the kids transition through the grade levels.

Kindergarten through fifth grade students have a variety of after-school opportunities including the Boys and Girls Club program on campus, and community programs such as Bridge the Gap College Prep and the Manzanita after-school program.

Our students enjoy a wide variety of extra- and co-curricular activities. Students participate in Robotics Club, Student Council, Kitchen Ambassadors, Yearbook, and Garden Club where students learn to play musical instruments. Additionally, we have Basketball and Track and Field teams in the middle school athletic league.

Our Conscious Kitchen meal program provides students with breakfast, lunch, and an after-school snack each day that are organic, non-GMO, using sustainable, locally grown food. All of the food is prepared on site by the Conscious Kitchen chefs and staff.

David Finnane, Principal

## About the SARC

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

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

2016-17 Student Enrollment by Grade Level	
Grade Level	Number of Students
Kindergarten	27
Grade 1	15
Grade 2	20
Grade 3	23
Grade 4	11
Grade 5	18
Grade 6	16
Grade 7	16
Grade 8	15
<b>Total Enrollment</b>	<b>161</b>

2016-17 Student Enrollment by Group	
Group	Percent of Total Enrollment
Black or African American	50.9
American Indian or Alaska Native	0
Asian	8.7
Filipino	2.5
Hispanic or Latino	29.2
Native Hawaiian or Pacific Islander	0
White	5
Two or More Races	3.7
Socioeconomically Disadvantaged	72
English Learners	31.1
Students with Disabilities	21.1
Foster Youth	0

## A. Conditions of Learning

### State Priority: Basic

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

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

Teacher Credentials			
Bayside Martin Luther King Jr. Academy	15-16	16-17	17-18
With Full Credential	14	13.2	12.4
Without Full Credential	0	0	1
Teaching Outside Subject Area of Competence	0	0	0
Sausalito Marin City School District	15-16	16-17	17-18
With Full Credential	♦	♦	12.4
Without Full Credential	♦	♦	1
Teaching Outside Subject Area of Competence	♦	♦	0

Teacher Misassignments and Vacant Teacher Positions at this School			
Bayside Martin Luther King Jr.	15-16	16-17	17-18
Teachers of English Learners	1	.20	0
Total Teacher Misassignments	0	1.4	.20
Vacant Teacher Positions	0	0	0

\* "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc. Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

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

We choose our textbooks from lists that have already been approved by state education officials. For a list of some of the textbooks we use at our school, see the Data Almanac that accompanies this report.

We have also reported additional facts about our textbooks called for by the Williams legislation of 2004. This online report shows whether we had a textbook for each student in each core course during the 2015–2016 school year and whether those textbooks covered the California Content Standards.

In December of the 2016-2017 school year the Marin County Office of Education conducted a textbook inventory at our school and reported that a few of our classrooms lacked sufficient textbooks. (Grades K-2 History/Social Studies/Science and Grade 4- Social Studies.) Based on the data we received, textbooks were ordered. Presently, the textbooks on the MCOE Textbook Sufficiency Inventory list have been ordered, received and are in use in the classroom, with the exception of the Kindergarten Science curriculum (Foss Kits), which we are expecting by Friday, Feb. 10, 2017.

Textbooks and Instructional Materials Year and month in which data were collected: December 2016	
Core Curriculum Area	Textbooks and Instructional Materials/Year of Adoption
Reading/Language Arts	Wonders Reading (K-5) Adopted in 2015  SRA Spelling (K-5) Adopted in 2000  Teacher's College Reading & Writing Project-Lucy Calkins (K-8) Adopted in 2014  Wonders Writing Series (K-5) Adopted in 2015  Engage NY - Writing (6-8) Adopted 2015  SIPPS (K-5) Adopted 2014  Rewards (5-8) Adopted 2014  The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
Mathematics	Houghton Mifflin Math (K-5)/Expressions- (6-8) Big Ideas Adopted in 2014  The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
Science	Delta-Foss Full Option Science System (K-5) Adopted in 2012  The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
History-Social Science	TCI History Alive Social Studies 6-8 Adopted in 2011  The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
Foreign Language	The textbooks listed are from most recent adoption: No Percent of students lacking their own assigned textbook: 0

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

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

Security on both campuses is effective. Emergency Preparedness on both is effective. Fire Prevention is in is always in progress for both. Playground safety is effective for both. Chemical Safety is effective for both. Pest Management is also effective on both campuses. Self Inspection is effective on both campuses. IIPP is effective on both campuses. All buildings at Willow Creek Academy are in fair to good condition. All buildings at Martin Luther King Middle School are in good condition.

School Facility Good Repair Status (Most Recent Year)				
Year and month in which data were collected: 1/3/18				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	X			
<b>Interior:</b> Interior Surfaces	X			
<b>Cleanliness:</b> Overall Cleanliness, Pest/ Vermin Infestation	X			
<b>Electrical:</b> Electrical	X			
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains	X			
<b>Safety:</b> Fire Safety, Hazardous Materials	X			
<b>Structural:</b> Structural Damage, Roofs	X			
<b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences	X			
<b>Overall Rating</b>	<b>Exemplary</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>
	X			

## B. Pupil Outcomes

### State Priority: Pupil Achievement

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

- Statewide assessments (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. The CAAs have replaced the California Alternate Performance Assessment [CAPA] for ELA and mathematics, which were eliminated in 2015. Only eligible students may participate in the administration of the CAAs. CAA items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

2016-17 CAASPP Results for All Students						
Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	15-16	16-17	15-16	16-17	15-16	16-17
ELA	25	31	44	47	48	48
Math	25	16	39	38	36	37

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

2015-16 CAASPP Results by Student Group Science (grades 5, 8, and 10)				
Group	Number of Students		Percent of Students	
	Enrolled	with Valid Scores	w/ Valid Scores	Proficient or Advanced
All Students	23	16	69.6	12.5
Male	15	11	73.3	18.2
Socioeconomically Disadvantaged	13	12	92.3	16.7

\* Science test results include CSTs, CMA, and CAPA in grades five, eight, and ten. The "Proficient or Advanced" is calculated by taking the total number of students who scored at Proficient or Advanced on the science assessment divided by the total number of students with valid scores. Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in Science for All Students						
Subject	Percent of Students Scoring at Proficient or Advanced (meeting or exceeding the state standards)					
	School		District		State	
	14-15	15-16	14-15	15-16	14-15	15-16
Science	54	13	54	49	56	54

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

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

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

Grade Level	2016-17 Percent of Students Meeting Fitness Standards		
	4 of 6	5 of 6	6 of 6
5	15.4	7.7	
7	21.4	14.3	7.1

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

**School Year 2016-17 CAASPP Assessment Results – English Language Arts (ELA)  
Disaggregated by Student Groups, Grades Three through Eight and Eleven**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	93	78	83.87	30.77
Male	48	39	81.25	17.95
Female	45	39	86.67	43.59
Black or African American	47	38	80.85	23.68
Asian	--	--	--	--
Filipino	--	--	--	--
Hispanic or Latino	25	22	88	22.73
White	--	--	--	--
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	75	68	90.67	33.82
English Learners	31	29	93.55	37.93
Students with Disabilities	20	11	55	9.09

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

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

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

**School Year 2016-17 CAASPP Assessment Results – Mathematics  
Disaggregated by Student Groups, Grades Three through Eight and Eleven**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	93	77	82.8	15.58
Male	48	38	79.17	15.79
Female	45	39	86.67	15.38
Black or African American	47	38	80.85	13.16
Asian	--	--	--	--
Filipino	--	--	--	--
Hispanic or Latino	25	22	88	9.09
White	--	--	--	--
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	75	68	90.67	16.18
English Learners	31	29	93.55	20.69

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

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

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

## C. Engagement

### State Priority: Parental Involvement

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

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

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

Parents have a variety of opportunities to become involved at our school and become an important part of our school culture. They are invited to become room parents to assist in their child's classroom, volunteer as lunch and yard supervisors, help out during lunch by working in the Conscious Kitchen, partnering with teachers in the classrooms, tutoring small groups of students, or working from home (preparing class materials).

Each week, the school hosts a Parent Roundtable, where parents assemble to have important questions answered and concerns addressed. Additionally, they participate in parent-sponsored activities, field trips, and home visits when applicable. Parents are further encouraged to participate in all school-wide events, assemblies, and leadership teams such as School Site Council, Community Advisory Committee, and ELAC. Our community members, stakeholders, and business/service organizations support the academic and social development of our students by volunteering at our school as well. We have a strong partnership with many local businesses and agencies who dedicate hundreds of hours per year to our school community.

Jennifer Puckett is the contact person for parent involvement and volunteering. She can be reached at [jpuckett@smcsd.org](mailto:jpuckett@smcsd.org) or (415) 332-3573.

### State Priority: School Climate

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

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

### School Safety Plan

As safety is our highest priority, we make every effort to ensure that students staff are safe at all times. We require all visitors to sign in and out in the office, and wear visitor badges.

Whenever students arrive at school late or need to leave early, they must be signed in and out at the office. We contact parents when a student is absent in an effort to verify absences. In addition, students must have permission to be outside the classroom and must have a pass in hand when in the hallways.

We hold monthly emergency drills that are evaluated by the fire or police department. Each room has an emergency backpack filled with provisions in case of a disaster. We utilize the school website, memos, flyers, and the Blackboard Connect communication system to notify parents of all activities and events, including campus safety concerns.

Surveillance cameras are frequently monitored and located throughout the main building and outside the premises of the campus. Our campus supervisors carry walkie-talkies to aide in clear, efficient communication as they walk the campus.

The School Safety Plan was revised this year and shared with students and staff. It includes procedures for a wide variety of emergency events and outlines the staff's actions and responsibilities.

Suspensions and Expulsions			
School	2014-15	2015-16	2016-17
Suspensions Rate	37.9	15.2	15.5
Expulsions Rate	0.0	0.0	0.0
District	2014-15	2015-16	2016-17
Suspensions Rate	14.2	6.4	5.1
Expulsions Rate	0.0	0.0	0.0
State	2014-15	2015-16	2016-17
Suspensions Rate	3.8	3.7	3.6
Expulsions Rate	0.1	0.1	0.1

## D. Other SARC Information

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

2017-18 Federal Intervention Program		
Indicator	School	District
Program Improvement Status	Not in PI	Not In PI
First Year of Program Improvement		
Year in Program Improvement		
Number of Schools Currently in Program Improvement		1
Percent of Schools Currently in Program Improvement		50

Academic Counselors and Other Support Staff at this School	
Number of Full-Time Equivalent (FTE)	
Academic Counselor	0
Counselor (Social/Behavioral or Career Development)	0
Library Media Teacher (Librarian)	0
Library Media Services Staff (Paraprofessional)	.375
Psychologist	1.0
Social Worker	0
Nurse	0.11
Speech/Language/Hearing Specialist	1.0
Resource Specialist	.4
Other	0
Average Number of Students per Staff Member	
Academic Counselor	

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

Average Class Size and Class Size Distribution (Elementary)												
Grade	Average Class Size			Number of Classrooms*								
				1-20			21-32			33+		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
K	31	18	14		1	2	1					
1	19	24	15	1		1		1				
2	9	19	20	2	1	1						
3	20	5		1	1							
4	14	17	24	1	1				1			
5	14	10	22	1	2				1			
6	15	15	3	12	12	1						

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

### Professional Development provided for Teachers

2014-2016, The major areas of professional development focus were culture and curriculum within the context of our new Community School. Teachers worked on creating interdisciplinary lessons that integrated technology and art. They also worked to implement the Positive Behavior Support System including the Class Dojo program (grades 6-8). All staff participated in Restorative Justice training, including follow-up sessions to support the implementation of the Restorative Justice model.

Teachers engaged in three full-days of professional development and weekly meetings after school on Wednesdays. Professional development has been focused on the two most recent adoptions math, ELD, Common Core standards and new technology. Teachers who had been trained in the use of second language acquisition strategies (GLAD) received coaching from a certified GLAD coach.

2016-2017- Based on Staff needs, the Professional Development has been focused around teachers' need for additional Curriculum training in the areas of Language Arts and Math. Thus, Wonder's and Math Expression Professional Developments were coordinated and provided. Additional trainings include Culturally Relevant Teaching and Learning, with an emphasis on building relationships with a culturally diverse student body. This was provided by Dr. Nancy Dome. P.B.I.S. and Restorative Justice trainings have been ongoing to sustain the school climate and positive behavior.

Future trainings will be focused on data analysis and vertical teams.

The 2017-2018 - Professional Development has focused on trauma informed systems, capturing kids' hearts, integrating culturally relevant material into the classroom, addressing the impact of white bias on student progress and the culture and climate of a school, grades TK-5 Wonders ELA programming, and implementing Writing Workshop in grades TK-8th.

FY 2015-16 Teacher and Administrative Salaries		
Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$50,722	\$42,598
Mid-Range Teacher Salary	\$79,433	\$62,232
Highest Teacher Salary	\$96,413	\$80,964
Average Principal Salary (ES)	\$115,000	\$102,366
Average Principal Salary (MS)	\$154,000	\$104,982
Average Principal Salary (HS)		
Superintendent Salary	\$165,000	\$117,868
Percent of District Budget		
Teacher Salaries	18%	32%
Administrative Salaries	10%	7%

\* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at [www.cde.ca.gov/ds/fd/cs/](http://www.cde.ca.gov/ds/fd/cs/).

### Types of Services Funded

The Sausalito Marin City School District has developed a Local Control Accountability Plan (LCAP) for the 2016-2017 through 2018-2019 school years that provides substantial investment in resources, staffing and goals. Through significant community input and staff attention, this LCAP sets a solid course for increased student outcomes at Bayside MLK Academy. Those outcomes, both social/emotional and academic, are bolstered by intentional allocation of appropriate staffing and resources toward identified student needs. Without question, this LCAP outlines the fiscal commitment toward improving our school system, in a way that is unprecedented for this District.

Goal One exhibits our commitment to the "whole child" through actions to increase academic achievement and opportunities for personally enriching experiences in the arts, while strengthening supports for social/emotional development and positive relationship development.

Goal Two exemplifies a true commitment to the Community School Model by resourcing positions (Community School Coordinator, Parent Liaison) that will support our students, family, community and staff through coordinated efforts and communication.

Goal Three shows the understanding of the critical nature of communication and partnerships among all members of the learning community. The actions focus on increasing and improving engagement and communication within the school, and between the school and families, community and local businesses.

Goal Four underscores and reinforces our understanding of the need for a safe and healthy school environment. Our commitment to this premise is reflected in our newly formed and highly focused goal that includes physical, social and emotional health of everyone in the learning community.

### DataQuest

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

### Internet Access

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

FY 2015-16 Expenditures Per Pupil and School Site Teacher Salaries				
Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Restricted	Unrestricted	
School Site	\$20,719	\$6,605	\$14,114	\$73,568
District	♦	♦	\$39,601	\$73,568
State	♦	♦	\$6,574	\$61,939
Percent Difference: School Site/District			-94.9	0.0
Percent Difference: School Site/ State			72.9	17.2

\* Cells with ♦ do not require data.

Sausalito Marin City School District  
 Personnel Action Report  
 2017/2018-3

Date of Board Meeting: February 6, 2018

Action	Name	Title	FTE	Site	Effective Date
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**Classified**


**Certificated**

Hired	Friedman, Richard	SDC Teacher	1.0	BMLK	1/29/2018
Resigned	Speiser, Ellen	SDC Teacher	1.0	BMLK	12/31/2017

**Confidential**

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**Administrative**
