

Alexander Valley Union School District

Board of Trustees Meeting

October 8, 2018, at 5:30 PM

Alexander Valley School

Library

Agenda

District Goals

2014-2020

Curriculum & Instruction

All AVS students will receive powerful education establishing a strong foundation for college and career readiness in the 21st Century

Professional Development

The District will maintain a highly professional and expert staff with annual professional development plans

Fiscal Responsibility

The District will maintain an undesignated unrestricted balance equal to 30% of annual expenditures and reserves for specific contingencies

Facilities

All AVS students will learn in a state of the art learning environment that is safe and excellently maintained

Emergency Response

The District will implement, maintain and improve the comprehensive emergency response plan

The Alexander Valley Union School District Board of Trustees meetings are open to the public, except for certain subjects that are addressed in closed executive session in accordance with the Brown Act. If any member of the public wishes to attend, and requires special accommodations due to handicapping conditions as outlined in the Americans with Disabilities Act, please contact the Superintendent-Principal in the Alexander Valley School Office at least 2 working days prior to the meeting.

1.0 Call to Order

2.0 Roll Call

3.0 Approval of the Agenda

4.0 Flag Salute

5.0 Students of the Month: Music/Art

Break

6.0 Comments from the Audience

In accordance with Board Bylaw 9323, visitors are allowed to address the Board for up to three (3) minutes for a total of 20 minutes per topic. With Board consent, the president may increase or decrease the time allowed for public comment. The Board does not respond or take action on these comments.

7.0 Reports and Correspondence

7.1 Alexander Valley School Parent Club Report

7.2 Alexander Valley School Faculty Report

7.3 Alexander Valley Union School District Trustees' Reports

7.4 District Committee Report

- Facilities Committee
- Emergency Prep Committee
- Curriculum Committee
- Wellness Committee

7.5 Superintendent's Report

- Current Enrollment Update
- Williams Quarterly Report
- The Great California Shake Out

8.0 Consent items

Consent items are routine, non-controversial agenda items that will be approved or rejected as whole, without extensive discussion or debate.

8.1 Approval of Vendor Warrants

8.2 Approval of the minutes of the Sept. 10, 2018, Regular meeting of the Board.

9.0 Curriculum and Instruction

9.1 Discussion: Initial Benchmark Information K-1 DIBELS & 2-6 AR/STAR

Mr. Reno will review September 2018 Benchmark baseline data

9.2 Discussion: SBAC testing data review

Mr. Reno will review the state, county, and district averages of the 2018 Smarter Balance Assessment.

9.3 Discussion: AVS Social and Emotional Teaching & Learning

Mr. Reno will review the 2018/19 programs happening in K-6 classrooms

10.0 Personnel and Fiscal

10.1 Discussion: Financial Updates

The Board will review the current budget and multi-year budget projections.

10.2 Action: Acceptance of revisions to Resolution 2018-07 Gann Limit Report

The Board will consider taking action on Gann Limit Revisions

10.3 Action: Acceptance of revisions of State Unaudited 17/18 Reports

The Board will consider taking action on State Unaudited 17/18 Revisions

11.0 Facilities

11.1 Discussion: AVS School Bus Update

Mr. Reno will update the Board on the status of the new school bus.

11.2 Discussion/Possible Action: Construction Manager Update

Mr. Reno will discuss updates and next steps regarding meetings with Construction Management firm, as well as communication updates.

12.0 Governance

12.1 Discussion: AVS Board Vacancy Announcement

The Board will review current timeline and process of interviewing interested candidates to serve on the AVUSD Board for the 2018-2022 term of service.

12.2 Action: Debt Management Board Policy 3470 and RESOLUTION 2018-08

The Board will consider adopting BP 3470 Debt Management Policy, and take further action by passing Resolution #2018-08

12.3 Action: RESOLUTION 2018-09: AUTHORIZING THE ISSUANCE AND SALE OF General Obligation Funds Re: Preliminary Official Statement

The Board will consider taking action on resolution #2018-09 from the Election of 2018, Series A, In Principal Amount Not To Exceed \$3,000,000 and Approving Related Documents and Actions.

12.4 Discussion: Bond Timeline Financing Schedule

The Board will review the most recent Bond Financing Timeline Schedule

12.5 Action: Hardin & Bisbee Architect Contract Approval

The Board will consider taking action on approving the architects contract

12.6 Action: Interagency Foster Youth Transportation Agreement

The Board will consider taking action on approving Interagency Foster Youth Transportation Agreement per Sonoma County Office of Education.

12.7 Action: District of Choice Renewal for 2019-2020

The Board will consider taking action on renewing Alexander Valley Union School District as a District of Choice for the 2019-2020 school year. The state has established a deadline of October 15th, 2018.

13.0 Future Agenda Items

At this point, Trustees can request that specific items be placed on the agenda for future meetings. Members of the audience may request that the Board consider specific items, as well.

November 5, 2018	<p>Regular Meeting</p> <ul style="list-style-type: none"> ▪ Approve First Interim Report if available • Dash Board update (if available) • Set 2019 Board Meeting Days, Times, & Dates • Campus Improvement Facilities Update • 18/19 Donations by Class • Complete Form 700 Statement of Economic Interests • Interview Potential Candidate(s) for one Trustee Term 2018-2022 • Citizens’ Oversight Committee Approval
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14.0 Future Meetings and Events

These meetings and events serve a variety of purposes and are charged with a variety of tasks that are important to the mission of Alexander Valley School and the Alexander Valley Union School District. Each of them is open to the public, and members of the Community are encouraged to attend.

10/9	Lockdown Drill	10:00am
10/10	Architect Luncheon	11:30-2:30pm
10/12	SF2 Event	10:00am
10/12	AVS Opera	1:30pm
10/17	Author: Jon Agee	1:00pm
10/17	AVSPC Mtg	6:00pm
10/19	Great Shake Out	9:30am
10/22	AVS Speaker: XerXes	9:00am
10/26	ELAC	8:30am
10/31	Fall Festival	1:30pm
11/5	Board Meeting	5:30pm

17.0 Adjournment

October 2018 COMMITTEE UPDATES:

Facilities Committee

Meeting: 9/14/18 @10:00am

Trustee's Smit and Peachey along with Mr. Reno conducted a final interview with Hardin and Bisbee architecture. Through a Q&A process our team made the final decision to move forward with hiring this team to be our architects through the Bond projects. Hardin and Bisbee took several architectural schematics designed from previous projects and will make copies and return. The team walked the campus and discussed areas of need, as well as next steps in the process. Mr. Hardin indicated he would be emailing Mr. Reno a contract for services and would like him to start securing feedback on the programming side of things which includes staff and other shareholder interests and needs from the project. A luncheon with the Architects will be taking place with staff on Oct. 10th, 2018 in efforts to start securing shareholder information on project needs. In addition, communication plans with the broader AV community via social media was also generated from our committee. Construction Management firms were discussed and Mr. Reno agreed to reach out and thank both firms for presenting. The committee was concerned with the overall possible expense of 6% for construction related services. Committee members brought this concern forward to the architects and they understood the challenges, they explained in other districts they have found local supports or someone who could be on contract for a specific amount that could reduce the costs. Trustee Peachey and Smit advised Mr. Reno to reach out to school districts to see if we could find support in this area.

Next Meeting: TBA

Emergency Prep Committee

Meeting: 9/17/18 @3:15pm

Trustee Kreck, Ralph and Janice Scales, Colleen, Dawn, and Matt reviewed the teams purpose for the year. Mr. Reno identified LCAP Goals 3 & 4 as relevant to our work within the committee. AVS LOCKDOWN Parent Procedures and AVS STUDENT EVACUATION Parent Procedures were reviewed by the committee. NEW Social Emotional Learning and Teaching Supports at K-6 grade level actions were discussed as well as a Mindfulness (draft) student survey. Key dates were identified for all drills throughout the year, including "The Great Shakeout" scheduled for Oct. 19th @9:30am. New additions were provided to staff on how to shut down mission critical systems like power, water, and gas. New Construction and the impacts on student safety was discussed and will require further conversation around Building Layout and the possibility of installing Surveillance Cameras on campus. A "to do" list was formed and will be put into motion

- A. Update Staff Phone Tree
- B. Remind parents and staff of Emergency Protocols (Tues. Mail)
- C. Add Shut Off Visuals to Staff Binders (water, gas, & power)
- D. Ensure E-Bags are up to date w/students health lists
- E. Teacher Sub Plans need to include Emergency Protocols
- F. Remark all interior doors with arrow for quick lock access

Next Meeting Date is tentatively set for: May 9th, 2019 (Th) @3:15pm

Curriculum Committee

Meeting: 9/25/18 @3:15pm

Trustee Hawkes, as well as Mrs. Hayman and Mrs. Hausman joined us on our committee. We discussed the Pearson Social Studies (1-6) Adoption Initial Feedback from our staff. We reviewed AVS Social/Emotional Student Supports and Student Survey. The committee reviewed 17/18 year over year growth in CAASPP Scores. In addition, the team identified a task for staff to review technology skills and identify who teaches what at which grade level. Top 30 tech skills needed for SBAC were reviewed from Tech Skills Checklist. English Language Learner Data and future programmatic options was also discussed as well as the NGSS Curriculum Implementation CDE Adoption Timeline. T-Mobile Hot Spots deployment program was outlined and Campus Facility Improvements were discussed. Next Meeting Date: 11/27/18 (Tuesday) @3:15pm

Wellness Committee

Meeting: 9/26/18 @10:30am

Team of Gail Brunson, Anne Loarie, Coach Tiffany, Chris Bowen, and Maria Arreola were welcomed Back to the committee. The team reviewed new SEL requirements need to be included in School Safety Plans. A grade level checklist was provided with what is happening in each classroom in regards to SEL. Goals 3 & 4 of 18/19 LCAP were highlighted in plan. Future work has the committee identifying a few Wellness Wednesday's throughout the year where our staff celebrate "wellness" with staff led activities. The committee also discussed the importance of outside food coming into campus that is sugar based and the impacts this can have on student learning. A further discussion will take place with staff, parents' club, and Wellness Committee on this topic. The committee may introduce some new ideas to pilot in a classroom or two centered around student compliment birthday cards in place of outside sugar centered treats coming into classrooms. Current practices include teachers accepting birthday snacks from parents and are often distributed at dismissal. Parent classroom birthday treats range from donuts, cookies, cupcakes, muffins, popsicles, fruit bars, energy bars, or fruit. A further discussion was had about future goals from the committee generated in our AVS Wellness Plan need to be Specific Measurable Achievable Realistic and Timely.

Next Meeting Date: 12/5/18 (Wed.) @10:30am

ALEXANDER VALLEY UNION SCHOOL DISTRICT

What: The Great California Shake Out Emergency Disaster Drill

When: October 19th @9:30am-10am

Who: Students, staff, and several parents will take part in our annual drill.

Where: AVS campus

Home Other ShakeOuts Other Languages Contact Us Search Login

The Great California ShakeOut

Register Here Why Participate? Who is Participating? How to Participate Resources News & Events Partners & Sponsors

GET READY TO SHAKEOUT!

Millions of people worldwide will practice how to [Drop, Cover, and Hold On](#) on October 18* during [Great ShakeOut Earthquake Drills](#).

2018 is the 10th Anniversary of ShakeOut, which began in southern California in 2008.

Participating is a great way for [your family or organization](#) to be prepared to survive and recover quickly from big earthquakes—wherever you live, work, or travel.

* If you cannot hold your ShakeOut drill on 10/18, you can select another day when you register.

Earthquake Safety Video Series

Start here to be included in the 2018 Great California ShakeOut!

LEARN THE LATEST

[ShakeOut Participant Resources](#)
"Drill Broadcast" recordings, manuals, earthquake safety videos, posters, graphics, and much more

[Media / PIO Resources](#)
B-Roll, PSAs, Drill Broadcasts, Web resources, Key Messages, Media Venues, and more.

[ShakeOut Calendar](#)
See events, or add to the list

[Frequently Asked Questions](#)

Checks Dated 09/06/2018 through 10/02/2018

Board Meeting Date October 8, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1664004	09/07/2018	Barbara Adams	01-4312	Art Program materials		424.34
1664005	09/07/2018	Monica M. Goetz	01-4390	Afterschool Program		43.87
1664006	09/07/2018	Lorna M. Hayman	01-4310	Storyboard That		71.88
1664007	09/07/2018	AMS.NET, Inc.	01-4340	Meraki Network Upgrade		4,647.62
1664008	09/07/2018	AT&T	01-5911	Phone 18-19		177.71
1664009	09/07/2018	Environmental Discovery Center	01-5800	1st Grade Spring Lake Park S. Hausman		320.00
1664010	09/07/2018	Geraldine Peek Biehl	01-5827	Adult ESL Program		580.00
1664011	09/07/2018	Mobile Modular	01-5600	Modular Lease		423.00
1664012	09/07/2018	Norine Kaufer-Smith	01-4390	AVS Adult ESL Program materials	10.85	
			01-5827	Adult ESL Program	980.00	990.85
1664013	09/07/2018	Office Depot	01-4310	Classroom Supplies and Paper	429.22	
			01-4350	Office Supplies	38.80	468.02
1664014	09/07/2018	Riley Street Art Supply	01-4312	Art Supplies		302.62
1664906	09/12/2018	Jacqueline C. Sloan	01-4310	books - Student self care	31.21	
				Unpaid Sales Tax	.81-	30.40
1664907	09/12/2018	Maria Arreola	13-5200	Aug 2018 mileage NSLP		55.26
1664908	09/12/2018	Nadia L. Konik	01-4310	Galley Sets for Fielddtrip	37.22	
				Galley Sets for Fieldtrip	37.22	
				Unpaid Sales Tax	4.36-	70.08
1664909	09/12/2018	Big John's Market	01-4390	School Year Start Up		357.83
1664910	09/12/2018	Garrett Hardware & Plumbing	01-4380	Maintanance Supplies		1,222.07
1664911	09/12/2018	Greenfield Learning Inc.	01-4340	Lexia Reading Core 5 18-19		3,000.00
1664912	09/12/2018	Jess A Zimmerman Inc	01-4360	Bus Fuel 18-19		359.41
1664913	09/12/2018	Nextel Communications	01-5911	cell phone service		16.08
1664914	09/12/2018	Office Depot	01-4310	Classroom Supplies and Paper	371.89	
			01-4312	Art Program Supplies	647.55	1,019.44
1664915	09/12/2018	Opperman & Sons Inc	01-5630	Bus Repair		881.09
1664916	09/12/2018	Oscar Guajardo	01-5804	Trustee Announcement		20.48
1664917	09/12/2018	Recology Sonoma Marin	01-5560	waste disposal 18-19		243.70
1664918	09/12/2018	Redwood Pediatric Therapy Associates	01-5811	occupational Therapy for 18-19		396.80
1664919	09/12/2018	Riley Street Art Supply	01-4312	Art Supplies		446.32
1664920	09/12/2018	TIAA Bank	01-5632	Kyocera Copier Lease		236.80
1664921	09/12/2018	Weeks Drilling & Pump Inc.	01-5802	Water System Service 18-19	380.42	
			14-5800	2 pressure tanks and installation	518.50	898.92
1665694	09/14/2018	Dan Bowen DBA D3G Consulting	01-5840	IT Services		4,230.39
1665695	09/14/2018	Office Depot	01-4310	Classroom Supplies and Paper		622.00
1665696	09/14/2018	Pearson Education Inc	01-4390	Adult ESL Program materials		1,252.39

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

ESCAPE ONLINE

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Checks Dated 09/06/2018 through 10/02/2018

Board Meeting Date October 8, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1666481	09/19/2018	Colleen T. Flores	01-4390	AVS Stickers	157.15	
				Unpaid Sales Tax	11.81-	145.34
1666482	09/19/2018	Julie M. Axell	01-4310	Kn dg Curriculum	555.08	
				Kn dg materials and supplies	599.23	1,154.31
1666483	09/19/2018	Nadia L. Konik	01-4390	Pride Postcard printing		51.03
1666484	09/19/2018	Amazon	01-4390	Stop/Slow Paddle sign and Flagpole bracket	111.64	
				Unpaid Sales Tax	6.33-	105.31
1666485	09/19/2018	Victor Arreola	01-5827	AVS Adult ESL Program		380.00
1666486	09/19/2018	Environmental Discovery Center	01-5800	Weather or Not - 2nd Grade		255.00
1666487	09/19/2018	Ferrellgas	01-5510	Propane for 18-19		707.10
1666488	09/19/2018	Muftiah Martin	01-5829	Counseling Services 18-19		2,286.60
1666489	09/19/2018	Office Depot	01-4310	Classroom Supplies and Paper		8.54
1666490	09/19/2018	Oscar Guajardo	01-5804	Oct Reno Report		43.92
1666491	09/19/2018	School Speciality Inc	01-4310	Agendas-4th and 5th Grade		128.27
1666492	09/19/2018	Sonoma County Regional Parks	01-5800	Tolay Fall Festival		392.00
1666493	09/19/2018	Sonoma County Office of Education	01-5200	Restorative Practices Session		800.00
1666494	09/19/2018	SupplyWorks	01-4370	Custodial Supplies		357.40
1666495	09/19/2018	Vision Service Plan	01-9574	Vision Service Premium 18-19		248.81
1666496	09/19/2018	VocabularySpellingCity.com	01-4340	Vocab-Spelling City		297.00
Total Number of Checks					46	31,170.00

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	45	30,619.55
13	Cafeteria Fund	1	55.26
14	Deferred Maintenance Fund	1	518.50
Total Number of Checks		46	31,193.31
Less Unpaid Sales Tax Liability			23.31
Net (Check Amount)			31,170.00

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

ESCAPE ONLINE

Alexander Valley Union School District

Board of Trustees Meeting

September 10, 2018, at 5:30 PM
Alexander Valley School
Library
Minutes

1.0 Call to Order: President Doran called the meeting to order at 5:31 PM

2.0 Roll Call: All Trustees are present.

3.0 Approval of the Agenda: Trustee Kreck moved to approve the agenda with the correction to 11.1 moving RGM construction to the 6:30 time slot. Trustee Smit second with a 5-0 vote.

4.0 Flag Salute: President Doran chose to forgo the Flag Salute at this time.

5.0 Comments from the Audience: No comments were made at this time.

6.0 Public Hearing: President Doran opened the Public Hearing portion of the meeting at 5:33PM to discuss 6.1 below.

6.1 Public Hearing on the Sufficiency of Instructional Materials

The Board held a public hearing to certify that sufficient standards-based textbooks have been purchased for each student at Alexander Valley School. President Doran asked for questions or comments from the audience. There were no questions or comments at this time. President Doran closed the Public Hearing portion of the meeting at 6:50 PM.

7.0 Reports and Correspondence:

7.1 Alexander Valley School Parent Club Report: Mr. Reno reported on the following per AVSPC President Saini's request:

AVSPC Update for AVUSD Board Meeting: 9/10/18

- Welcome Back to School coffee held on the first day of school was a success!
- Most volunteer roles for the school year have been fulfilled.
- Jog-a-thon will be held Friday, September 21st @ 1:30 pm, please join!
- First Parents Club meeting of the year will be Wednesday 9/12, 8:15am -9:15am, AVS Library.
- We have set a tentative date of October 2nd for a Bear Republic Dine and Donate night to benefit AVSPC. Official details will be in Tuesday Mail as soon as available.

7.2 Alexander Valley School Faculty Report: Mrs. Hausman and Mr. Bowen reported on behalf of the AVS faculty to the Governing Board that the beginning of school year has started off nicely. Back to school night was successful and well attended. Kindergarten – 3rd grade will be going to the Heirloom Festival, tomorrow. Mrs. Hausman noted the Heirloom Festival has been inviting students for the past 8 years and offers fun for kids, a chance to talk to farmers, and allows students to see a variety of pumpkins and tomatoes. Anne Loarie, AVS Garden Teacher, will have an exhibit at the festival. Opera tryouts are happening Thursday and Friday for 3rd – 6th grade students Friday, October 12th 1:00 – 3:00 AVS students Along with the San Francisco Opera a la Carte will be performing Elixir of Love. Mrs. Hausman extended an invitation to the

Governing Board to attend the performance if possible. Students who are not in Opera can be in the Chorus. The students involved will be going to the San Francisco Opera House to see a live performance on 11/15. The Jogathon is underway. There will be a pledge check in soon and a thermometer displayed near the office to show families how close we are to reaching our goal. The Kindergarten class will be going to the Public Library next week; 1st grade will be going later in the year. Mr. Reno is hosting Pride assemblies tying the assembly into our Pride theme this year. Mr. Bowen spoke regarding 4th and 5th grade overnight AGE of Sail field trip to the San Francisco Maritime Museum. Mr. Bowen noted that the Adults chaperoning are not allowed to talk to students while the students experience living history working and sleeping on the ship. Both Mr. Bowen and Mrs. Hausman thanked the Trustees for the new Social Studies Curriculum

7.3 Alexander Valley Union School District Trustees' Reports: No report at this time

7.4 Superintendent's Report:

- Current Enrollment Update – Mr. Reno reported that we are staying steady at 110 total students enrolled.
- SCOE Admin Kickoff “Culture & Academic Achievement” Sept. 13 from 1-3pm: Mr. Reno asked if the Board had interested in attending the aforementioned Kickoff to please email him as he would make reservations.
- Schools for Sound Finance Regional Mtg: October 12th @10:30am in Tiburon: Trustee Kreck and Trustee Smit plan to attend. Mr. Reno will register both Trustees along with Ms. Kopache and himself.
- CSBA Annual Conference in San Francisco Nov. 29th-Dec. 1st, 2018: Any interest? The Governing Board does not have interest at this time.
- Rating Meeting with Standard & Poor's: Mr. Reno commended the Governing Board and previous Boards for all their hard and conservative budgeting work. Mr. Reno remarked that AVUSD has received a triple AAA rating noting that we are one of only 13 school districts in California to receive this distinction. Mr. Reno wanted the Trustees know that it is a testament to their careful work and the careful watch and of those who served in the past as Trustees that has earned us this distinction. This rating gives a safer rate for the Bond and lower interests rate for our taxpayers.
- Mr. Reno also noted that AVS will offer Move Over Mozart piano piece as an After School Program. The cost will be \$35 per student and that scholarships might be available

8.0 Consent items: Trustee Smit moved to approve the below Consent items. Trustee Hawkes second with a 5-0 vote.

8.1 Approval of Vendor Warrants

8.2 Approval of the minutes of the August 6, 2018, Regular meeting of the Board.

8.3 Approval of the minutes of the August 16, 2018 Special meeting of the Board.

8.4 Approval of the minutes of the August 24, 2018 Special meeting of the Board.

8.5 Approval/Acceptance of \$120.00 from GiftofKnowledge.org

8.6 Approval of MOU SLP partnership Cloverdale Unified School District Ms. Maria Dilley: Mr. Reno noted that Ms. Dilley is off to a good start and the certificated staff are happy with Ms. Dilley's start as well.

9.0 Curriculum and Instruction

9.1 Action: Approve Annual Sufficiency of Instructional Materials Resolution #2018-06

The Board approved Resolution#2018-06 required by Education Code 60119, certifying that sufficient standards-based text books have been purchased for each student at Alexander Valley School. Trustee Peachey second with a 5-0 vote.

9.2 Discussion: Board Committee Assignments

The Board discussed 2018/19 Committee assignments with Mr. Reno. In conclusion, the Board agreed for each Trustee to continue serving on the committees they were currently assigned.

10.0 Personnel and Fiscal

10.1 Action: Approve the Unaudited Actuals

On a motion from Trustee Kreck, the Board approved the "un-audited actuals," a final report of revenue and expenditures for the 2017-18 fiscal year as required by law and will be submitted to the Sonoma County Office of Education. Trustee Smit second with a 5-0 vote. Trustees commended Ms. Kopache for her good work.

10.2 Action: Approve the Gann Limit Resolution #2018-07

On a motion from Trustee Hawkes, the Board approved Resolution #2018-7 in compliance with Article XIII-B to the California Constitution stipulating that the revenues of the District were not in excess of statutory limits during the 2017-18 fiscal year and will not exceed those limits for the 2018-19 fiscal year. Trustee Peachey second with a 5-0 vote.

10.3 Action: Approve Budget Updates: Ms. Kopache noted that the Budget Updates reflected Mr. Reno and Mr. Parks decision to not participate the MAA program for this school year. Mr. Reno stated that it was not cost effective. Trustee Peachey moved to approve the Budget Updates. Trustee Keck second with a 5-0 vote.

10.4 Discussion: District Tax Base Data

The Board reviewed Secured Assessed Valuation by Land Use for 2017-18, Assessed Valuation of Single Family Homes, and Twenty Largest Taxpayers in AV with Mr. Reno. Mr. Reno noted that our Board of Trustees is represented in the largest tax paying group in the Alexander Valley. Mr. Reno expressed his appreciation to each of the Trustees for their support.

11.0 Facilities

11.1 Guest Presentations: Construction Manager Interviews for Bond Projects

Two construction firms will present their information to the Board for the opportunity to serve as the construction managing organization for Bond projects. **Please note** that originally three construction firms were scheduled. Greystone notified Mr. Reno in the morning of September 10, 2018, that they will withdraw their opportunity to present to the Governing Board. Greystone Construction has been approved to work on a large school district project in Contra Costa County and will not be available to be considered for Alexander Valley School's project.

6:00-6:30pm Counterpoint Construction: Mr. Reno welcomed the Counterpoint Construction team. Ms. Tenaya Dale along with Bryan Valdez spoke on behalf of Counterpoint Construction. Ms. Dale presented their construction management services highlighting the various strengths of their company and years of knowledge of public school construction. Ms. Dale introduced herself as our potential project manager stating she would be our main contact and that since she lived in Healdsburg she would have a personal interest in our success. At the conclusion of Ms. Dale's presentation, she opened the discussion up for questions from the Governing Board. Ms. Dale concluded noting her practice will be to manage our project with AVUSD's intent and not Counterpoint's.

6:30-7:00pm RGM Construction: Mr. Reno welcomed the RGM team and expressed his appreciation for RGM making the time adjustment to 6:30 PM. The RGM team consisted of Rich Dunlap Senior Project Manager, Andrea Noble, Project Manager and Steve Petcavich, Project Manager. Mr. Dunlap introduced his colleagues and indicated should the Board select RGM Construction, Steve Petcavich would be our project's manager with the resting of the firm lending their expertise when needed. Mr. Dunlap gave an overview of RGM and Associates Construction Managers highlighting the various strength of their company and years of knowledge of public school construction. Mr. Dunlap presented a slide show presentation of who they were, where they work and what they do. Mr. Dunlap noted their longevity of their staff members, their skills with small school districts, their approach and examples of timelines, familiarity with the School and College Legal Services, two different types of scheduling, one for planning the scope of the job and the other for overseeing the job. Overseeing the job includes OPSC, scrutinizing invoices to ensure we do not get charged for things that are not in the contract, to helping us scope our budget and identify soft costs. Mr. Dunlap reviewed demolition and prep of the building site including keeping it safe for should it become necessary for portions of the construction to be done while students are present. At the conclusion of his presentation, Mr. Dunlap and his team fielded questions form the trustees and Mr. Reno.

11.2 Discussion/Possible Action: Architect Firm Review/Construction Firm Review and Selection for Alexander Valley Union School District Bond Projects:

The Board discussed taking action on selecting an architectural firm and construction managing firm to lead the Alexander Valley Union School District's bond facility projects. Mr. Reno reviewed the presentation of the Architect firms including information gathered from the site visits. Each Trustee named their top two choices. The Board reviewed their pros and cons of the Architect firms, modular vs construction, and added the idea of making the AVS Library into the Kindergarten classroom. Trustee Kreck moved to hire Hardin and Brisbee Architect firm and the RGM Construction Management Company contingent on the recommendation from the Facilities' Committee at their next meeting. Trustee Hawkes second with a 5-0 vote.

12.0 Governance:

12.1 Action: November 12th Regular Meeting of the Board date change:

Trustee Hawkes moved to change the November 12, 2018, Board meeting calendar date to November 5, 2018, due to the Veterans' Day holiday. Trustee Peachey second with a vote of 5-0.

12.2 Action: Approval of Board Policy (BP), Administrative Regulation (AR), and Exhibit (E) Updates for Personnel (4000's), Students (5000'2) and Instruction (6000's)

The Board approved the following Board Policies, Administrative Regulations, and Exhibit updates, as recommended by the California School Board Association on a motion from Trustee Kreck. Trustee Hawkes second with a vote of 5-0.

May 2018 CSBA Policy Updates

BP/AR 3514	Environmental Safety
BP 3514.1	Hazardous Substances
BP/AR 3516	Emergencies and Disaster Preparedness Plan
AR 3514	Transportation Routes and Services
BP/AR 4158/ 4258/4358	Employee Security
BP/AR 5111	Admission
BP 5111.1	District Residency
BP/AR 5125	Student Records
AR 5125.1	Release of Directory Information
BP 5131.2	Bullying

13.0 Future Agenda Items

October 8, 2018	Regular Meeting <ul style="list-style-type: none">▪ Annual accounting of developer fees (and approve resolution if necessary)▪ Williams Quarterly report through September▪ California DashBoard Results (if available)▪ Form 700 Statement of Economic Interests▪ Citizens Oversight Committee Update▪ Facility/Construction Project Update▪ Interagency Agreement: Transportation Procedures Stability for Foster Students
------------------------	---

14.0 Future Meetings and Events

• Alexander Valley School Parents' Club	September 12, 2018	8:15 AM
• Citizens' Oversight Committee Apps Deadline	September 21, 2018	3:15 PM
• AVS Emergency Prep Mtg	September 17, 2018	3:15 PM
• AVS Jogathon/Walkathon	September 21, 2018	1:30 PM
• Curriculum Committee	September 25, 2018	3:15 PM
• Parent/Teacher Conferences	October 2-5, 2018	
• AVUSD Board Meeting	October 8, 2018	5:30pm

15.0 Closed Executive Session: President Doran adjourned to Closed Session at 7:45 PM to discuss the following:

15.1 Evaluation/Goal Setting of the Superintendent-Principal (pursuant to Government Code [54957](#) and Board By Law 9321)

16.0 Report of Any Action Taken in Closed Session: No Action taken.

17.0 Adjournment: President Doran adjourned the meeting at 8:11 PM.

Respectfully submitted,

Matt Reno, Superintendent-Principal
Secretary to the Board

Benchmark Summary Report

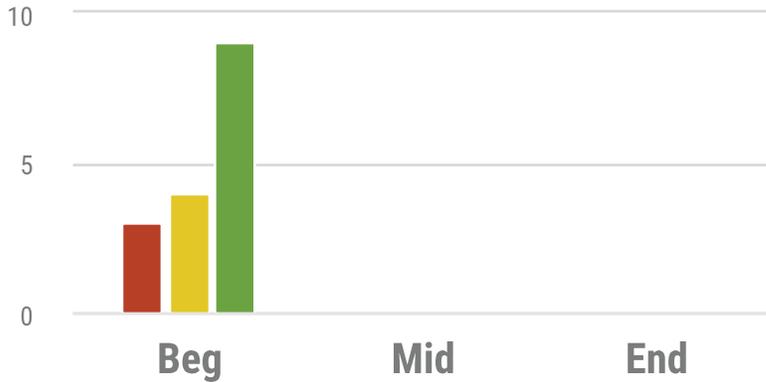
DIBELS Next Grade K Beginning

Site: **Alexander Valley Union School District**
 Teacher: **All Teachers**
 DIBELS Assessment Year: **2018-19**

Roster Date: **Control Panel (09-24-2018)**
 Gender(s): **Male & Female**
 Reported Race: **All Reported Races**
 Special Education: **Special & Non Special Ed**
 Socio-Economic: **SED & Not SED**
 English Proficiencies: **All**

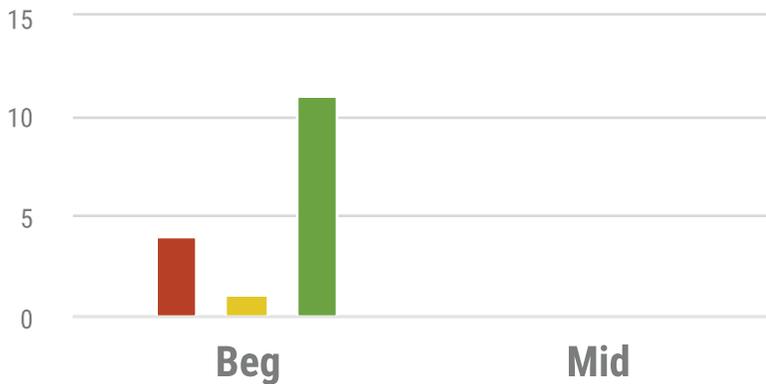
Performance Bands ■ At or Above Benchmark - Core Support ■ Below Benchmark - Strategic Support ■ Well Below Benchmark - Intensive Support

DIBELS Composite Score



	Beg	Mid	End
At or Above Benchmark	56% 9		
Below Benchmark	25% 4		
Well Below Benchmark	19% 3		
Total Students	16		
Average Score	30.1		

First Sound Fluency



	Beg	Mid
At or Above Benchmark	69% 11	
Below Benchmark	6% 1	
Well Below Benchmark	25% 4	
Total Students	16	
Average Score	15.0	

Benchmark Summary Report

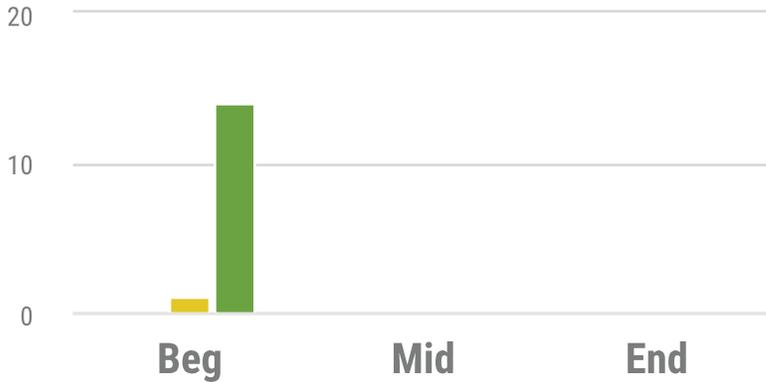
DIBELS Next Grade 1 Beginning

Site: **Alexander Valley Union School District**
 Teacher: **All Teachers**
 DIBELS Assessment Year: **2018-19**

Roster Date: **Control Panel (09-24-2018)**
 Gender(s): **Male & Female**
 Reported Race: **All Reported Races**
 Special Education: **Special & Non Special Ed**
 Socio-Economic: **SED & Not SED**
 English Proficiencies: **All**

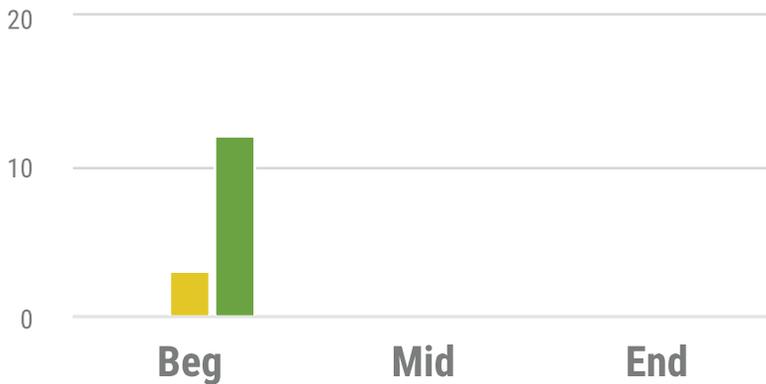
Performance Bands ■ At or Above Benchmark - Core Support ■ Below Benchmark - Strategic Support ■ Well Below Benchmark - Intensive Support

DIBELS Composite Score



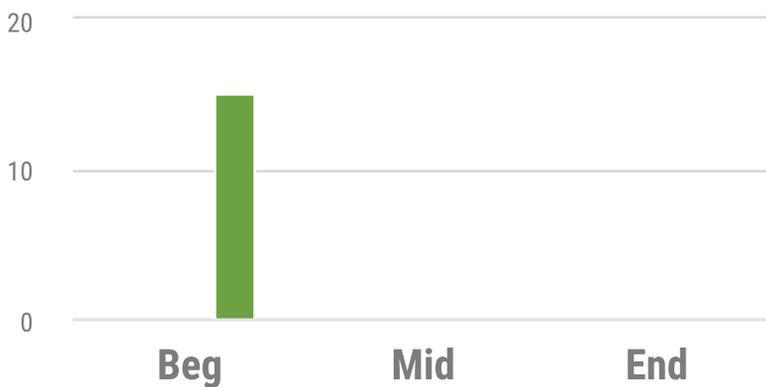
	Beg	Mid	End
At or Above Benchmark	93% 14		
Below Benchmark	7% 1		
Well Below Benchmark	0% 0		
Total Students	15		
Average Score	153.9		

Nonsense Word Fluency - Correct Letter Sounds



	Beg	Mid	End
At or Above Benchmark	80% 12		
Below Benchmark	20% 3		
Well Below Benchmark	0% 0		
Total Students	15		
Average Score	52.6		

Nonsense Word Fluency - Whole Words Read



	Beg	Mid	End
At or Above Benchmark	100% 15		
Below Benchmark	0% 0		
Well Below Benchmark	0% 0		
Total Students	15		
Average Score	16.9		

Benchmark Summary Report

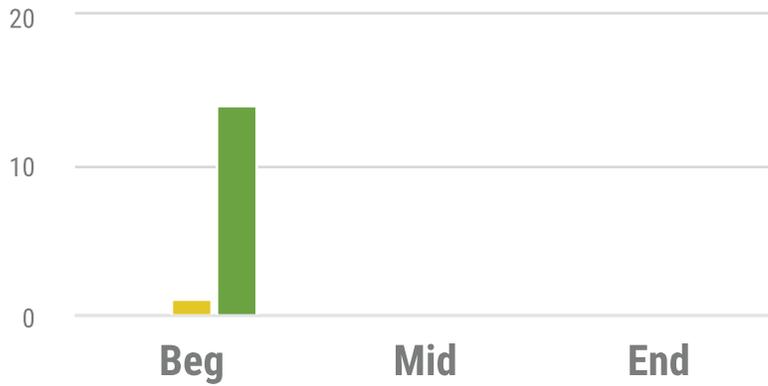
DIBELS Next Grade 1 Beginning

Site: **Alexander Valley Union School District**
Teacher: **All Teachers**
DIBELS Assessment Year: **2018-19**

Roster Date: **Control Panel (09-24-2018)**
Gender(s): **Male & Female**
Reported Race: **All Reported Races**
Special Education: **Special & Non Special Ed**
Socio-Economic: **SED & Not SED**
English Proficiencies: **All**

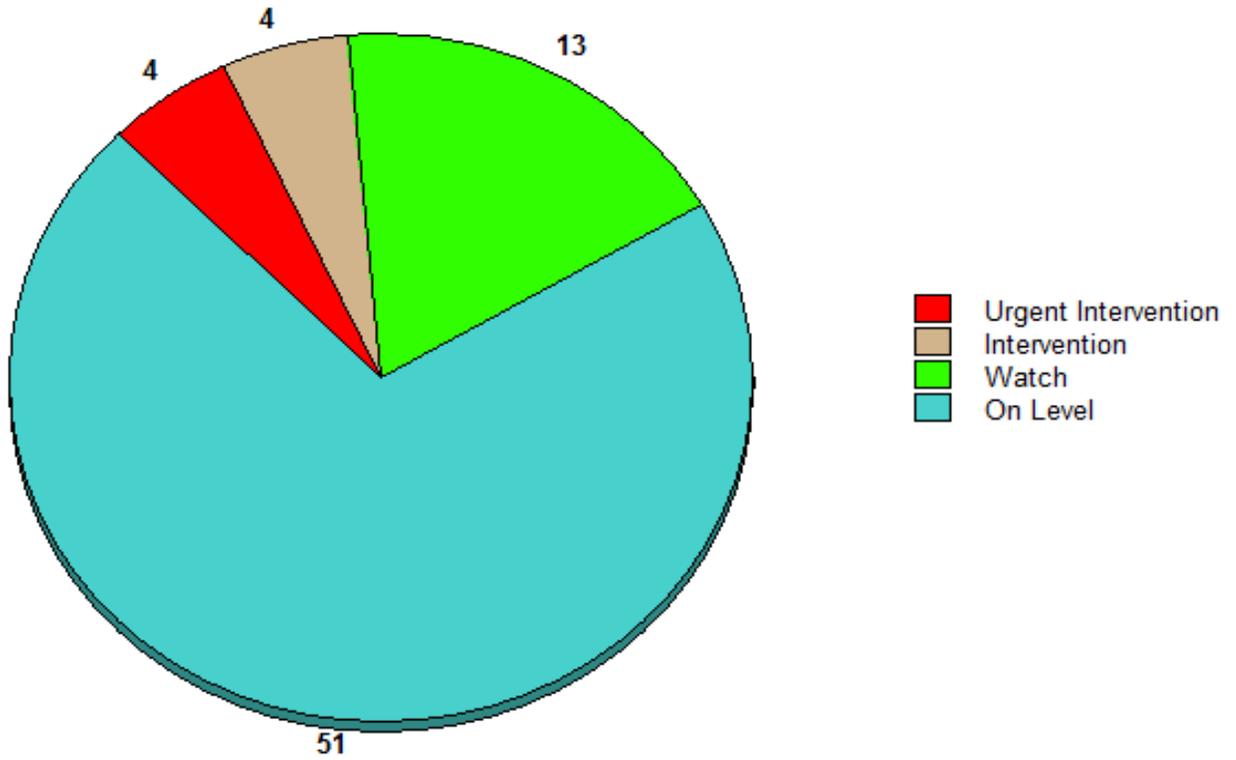
Performance Bands ■ At or Above Benchmark - Core Support ■ Below Benchmark - Strategic Support ■ Well Below Benchmark - Intensive Support

Phoneme Segmentation Fluency



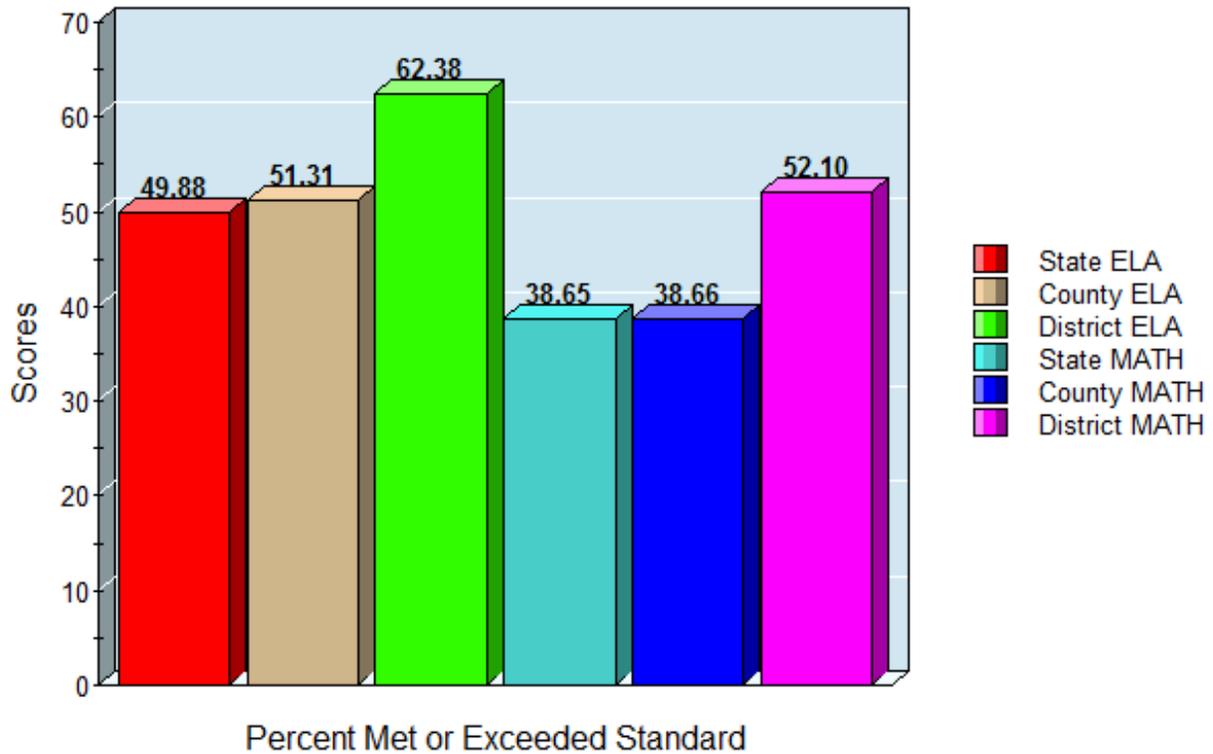
	Beg	Mid	End
At or Above Benchmark	93% 14		
Below Benchmark	7% 1		
Well Below Benchmark	0% 0		
Total Students	15		
Average Score	54.8		

AR/STAR Grades 2-6 Initial Data



Grade	Urgent Intervention	Intervention	Watch	On Level
2	2	0	1	15
3	1	0	2	11
4	0	3	1	10
5	0	0	3	8
6	1	1	6	7
	4	4	13	51

2018 CAASPP SCORES



This year, the fourth year of CAASPP testing, just over 28,000 Sonoma County students in grades 3-8 and 11 took the exams, compared with 37,000 in 2017. The difference can be attributed to Santa Rosa City Schools not testing. The county's largest district, it serves roughly 8,000 students in grades 3-8 and 11.

The 2018 CAASPP Testing data shows the county and state ELA average scores are within 2 percentage points of each other, and the county and state MATH scores are virtually the same.

At Alexander Valley, scores show an 11% increase in students that met or exceeded the ELA standards (green column) when compared to county ELA averages, and a 14% increase (purple column) when our students are compared to the county averages in MATH.

AVS Social Emotional Learning 2018/2019

Classroom	K	1st	2nd	3rd	4th	5th	6th
Mindfulness	2x/wk	1x/wk	1x/wk	5x/wk	3x/wk	3x/wk	1x/wk
Notes of Appreciation	X	X	X	X	X	X	X
Read Alouds	X	X	X	X	X	X	X
Class Meetings	X	X	X	X	X	X	X
Verbal Praise/ Encouragement	X	X	X	X	X	X	X
P.R.I.D.E.					X	X	
Toolbox	X	X	X				

Additional programs being implemented by individual teachers:

Sharing

Teaching Active Listening

The 3 Be's; Be Safe, Be Responsible, Be Respectful

Reflection and Goal Setting

Personal Check in Every Morning

It Happened to Me Jar

First of the Year Get to Know You Bag

Student Selected Best Work

Class Sets up Own Rules

Daily Class and Teacher "I Pledge" Proclamation

Alexander Valley Union School District

2018-19 Monthly Budget Summary Report October 2018

Regular Board Meeting October 8, 2018

as of 10/3/18

	Fund 01	Fund 13	Fund 14	Fund 17	Fund 20	Fund 25	Fund 40
	General Fund	Cafeteria Program	Deferred Maintenance	Special Reserve Fund	Post Employment Benefits	Capital Facilities	Capital Reserve
Budget Update for this month							
Beginning Balance	1,410,261	8,566	14,304	472,157	109,603	28,076	108,972
Revenues	2,428,799	35,750	12,500	6,000	1,150	18,300	1,100
Expenses	2,466,347	35,878	12,000	156,100	13,000		9,000
Excess/Deficit	(37,548)	(128)	500	(150,100)	(11,850)	18,300	(7,900)
Projected Ending Balance	1,372,713	8,438	14,804	322,057	97,753	46,376	101,072

**ALEXANDER VALLEY UNION SCHOOL DISTRICT
BUDGET UPDATES 2018-19**

10/3/2018

General Fund 01

This fund is used to account for the ordinary operations of a District. All transactions except those required or permitted by law to be in another fund are accounted for in this fund. Restricted projects or activities within the General Fund must be identified and separated from unrestricted activities.

Regular Board Meeting October 8, 2018	(Col A) 2018-19 Current Operating Budget	(Col B) Proposed Budget	Actual To Date	BUDGET CHANGES
UNAUDITED BEGINNING BALANCE	1,305,774	1,410,261	1,410,261	1
Revenues				
LCFF/Property Tax Revenue	1,854,151	1,854,151	154,310	
Federal Revenue	35,436	35,436	(13,987)	
State Revenue	143,243	143,243	(2,288)	
Local Revenue	226,869	226,869	37,730	
Transfers In	169,100	169,100	0	
Total Revenues	2,428,799	2,428,799	175,765	
Expenditures				
Certificated Salaries	895,466	895,466	182,740	
Classified Salaries	441,270	441,270	85,571	
Benefits -Mandatory/Health	478,901	478,901	78,884	
Books and Supplies	92,729	92,729	31,933	
Services and Oper Exp	386,355	386,355	64,129	
Capital Outlay	164,626	164,626	8,526	
Other Outgo	0	0		
Transfers Out	7,000	7,000		
Total Expenditures	2,466,347	2,466,347	451,783	
NET REVENUE (EXPENDITURES)	(37,548)	(37,548)	(276,018)	
Net Ending Balance	1,268,226	1,372,713	1,134,243	
<i>Less Components of Ending Bal:</i>				
Revolving Cash	100	100		
Reserve for Economic Uncertainty(5%)	115,691	123,317		
Special Ed Extraordinary Costs	90,000	90,000		
Curriculum Adoption Reserve	50,000	50,000		
AVSPC Support-Enrich Prgm Transition	40,000	40,000		
Operating Cash Flow (Prop Tax deposits)	547,377	547,377		
Ending Balance				
Undesignated Amount	425,058	521,919		

**ALEXANDER VALLEY UNION SCHOOL DISTRICT
MULTI-YEAR PROJECTION 2017-18 THROUGH 2021-22**

Regular Board Meeting Oct 8, 2018

ADA for LCFF purposes (prior yr)

	2017-18 Unaudited			2018-19 Projection			2019-20 Projection			2020-21 Projection			2021-22 Projection		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
ADA for LCFF purposes (prior yr)			123.54			118.89			113.00			111.00			111.00
Revenue															
Revenue Limit Sources															
IDT Revenue	25,728	-	25,728	27,180	-	27,180	27,180	-	27,180	27,180	-	27,180	27,180	-	27,180
Education Protection Account	23,180	-	23,180	22,504	-	22,504	22,504	-	22,504	22,504	-	22,504	22,504	-	22,504
Property Tax Revenue	1,488,760	-	1,488,760	1,518,139	-	1,518,139	1,548,502	-	1,548,502	1,579,472	-	1,579,472	1,611,061	-	1,611,061
LCFF (includes Fair Share)	286,330	-	286,330	286,328	-	286,328	286,328	-	286,328	286,328	-	286,328	286,328	-	286,328
Federal Revenues	4,988	49,808	54,796	-	35,436	35,436	-	35,436	35,436	-	35,436	35,436	12,000	54,224	66,224
State Revenues -	43,501	89,254	132,755	53,852	89,390	143,243	20,584	93,414	113,998	20,403	96,460	116,863	20,946	99,026	119,972
Local Revenues	117,050	184,585	301,635	68,413	158,456	226,869	68,575	151,547	220,122	68,741	151,456	220,197	46,251	114,216	160,467
Total Revenue	1,989,537	323,647	2,313,184	1,976,416	283,282	2,259,698	1,973,673	280,397	2,254,070	2,004,628	283,352	2,287,980	2,026,270	267,466	2,293,736
Expenditures															
Certificated Salaries	812,424	64,472	876,896	829,863	65,603	895,466	846,460	66,915	913,375	863,389	68,253	931,643	880,657	69,618	950,276
Classified Salaries	287,728	105,954	393,682	330,996	110,274	441,270	337,616	112,479	450,095	344,368	114,729	459,097	351,256	117,024	468,279
Employee Benefits	202,208	105,541	307,749	234,253	113,947	348,200	264,388	120,726	385,114	295,636	127,730	423,366	329,432	135,434	464,866
Employee Health & Welfare	101,804	26,464	128,268	105,047	25,654	130,701	105,047	25,654	130,701	105,047	25,654	130,701	105,047	25,654	130,701
Books and Supplies	88,357	17,542	105,899	77,980	14,749	92,729	77,530	28,118	105,647	79,468	14,821	94,288	81,454	1,191	82,646
Services, Other Oper Exp	320,225	60,568	380,793	320,406	65,949	386,355	328,416	67,598	396,014	336,627	69,288	405,914	345,042	71,020	416,062
Capital Outlay	-	-	-	164,626	-	164,626	-	-	-	-	-	-	-	-	-
Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	1,812,746	380,541	2,193,287	2,063,171	396,176	2,459,347	1,959,457	421,490	2,380,947	2,024,535	420,475	2,445,009	2,092,888	419,942	2,512,830
Excess (Deficiency)	176,791	(56,894)	119,897	(86,755)	(112,894)	(199,649)	14,215	(141,093)	(126,878)	(19,907)	(137,122)	(157,029)	(66,619)	(152,476)	(219,094)
Transfers In-Ret Benefits/Reserve Fund	11,094	-	11,094	169,100	-	169,100	13,000	-	13,000	13,000	-	13,000	13,000	-	13,000
Transfer to Cafeteria Fund	(3,879)	-	(3,879)	(7,000)	-	(7,000)	(7,000)	-	(7,000)	(7,000)	-	(7,000)	(7,000)	-	(7,000)
Transfer to Spec Reserve Fund 17	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer to Capital Reserve Fund 40 (DOC)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contribution to Other Programs	(9,102)	9,102	-	(22,924)	22,924	-	(24,070)	24,070	-	(25,274)	25,274	-	(26,537)	26,537	-
Contribution to Technology Plan	(12,000)	12,000	-	(12,000)	12,000	-	(12,000)	12,000	-	(12,000)	12,000	-	(12,000)	12,000	-
Contribution to Special Ed	(51,345)	51,345	-	(78,998)	78,998	-	(105,023)	105,023	-	(111,849)	111,849	-	(125,938)	125,938	-
Net Increase (Decrease)	111,559	15,553	127,112	(38,577)	1,028	(37,549)	(120,878)	-	(120,878)	(151,029)	-	(151,029)	(213,094)	-	(213,094)
Audit Adjustment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Beginning Balance	1,226,896	56,251	1,283,146	1,338,455	71,804	1,410,258	1,299,878	72,832	1,372,710	1,179,001	72,832	1,251,832	1,027,972	72,832	1,100,803
Net Ending Balance	1,338,455	71,804	1,410,258	1,299,878	72,832	1,372,710	1,179,001	72,832	1,251,832	1,027,972	72,832	1,100,803	814,877	72,832	887,709
Components of Ending Balance:															
Reserves for Economic Uncertainties 5%	110,857	-	110,857	131,772	-	131,772	120,047	-	120,047	123,250	-	123,250	126,641	-	126,641
Designated Reserves	-	71,804	71,804	-	72,832	72,832	-	72,832	72,832	-	72,832	72,832	-	72,832	72,832
Reserved Operating Capital for next year	450,921	-	450,921	547,618	-	547,618	562,352	-	562,352	577,951	-	577,951	589,510	-	589,510
Reserve for Special Education	90,000	-	90,000	90,000	-	90,000	90,000	-	90,000	90,000	-	90,000	90,000	-	90,000
Reserve for Curriculum & Enrichment	90,000	-	90,000	90,000	-	90,000	90,000	-	90,000	90,000	-	90,000	90,000	-	90,000
Revolving Cash	100	-	100	100	-	100	100	-	100	100	-	100	100	-	100
Prepaid Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unappropriated Ending Balance	596,577	-	596,577	440,388	-	440,388	316,501	-	316,501	146,670	-	146,670	(81,374)	-	(81,374)
Net Ending Balance	1,338,455	71,804	1,410,258	1,299,878	72,832	1,372,710	1,179,001	72,832	1,251,832	1,027,972	72,832	1,100,803	814,877	72,832	887,709

ALEXANDER VALLEY UNION SCHOOL DISTRICT
2017-18 FISCAL YEAR
RESOLUTION #2018-07 FOR ADOPTING THE “GANN” LIMIT
****REVISED****

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2017-18 fiscal year and a projected Gann Limit for the 2018-19 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law; and,

WHEREAS, Government Code Section 7902.1 provides that school districts may increase their Gann Limits under specified circumstances;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2017-18 and 2018-19 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this board does provide public notice that the attached calculations and documentation of the Gann Limits for the 2017-18 and 2018-19 fiscal years include an increase of **\$10,851.12** to the 2017-18 Gann Limit pursuant to the provisions of Government Code Section 7902.1;

AND BE IT FURTHER RESOLVED that the Superintendent notifies the Director of the State Department of Finance of the increase to the 2017-18 Gann Limit;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2017-18 and 2018-19 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

Adopted this 8th day of October, 2018 in Healdsburg, CA

____AYES ____ NOES ____ Absent/Abstain

Alison Doran, President of the Alexander Valley Union School District Board of Trustees

	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA	2016-17 Actual			2017-18 Actual		
(2016-17 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	1,534,219.50		1,534,219.50			1,497,006.56
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	118.92		118.92			111.09
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2016-17			Adjustments to 2017-18		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA	2017-18 P2 Report			2018-19 P2 Estimate		
(2017-18 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)						
1. Total K-12 ADA (Form A, Line A6)	111.09		111.09	112.52		112.52
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			111.09			112.52
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2017-18 Actual			2018-19 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	10,010.33		10,010.33	10,200.00		10,200.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	1,438,167.50		1,438,167.50	1,451,276.00		1,451,276.00
5. Unsecured Roll Taxes (Object 8042)	40,194.17		40,194.17	43,123.00		43,123.00
6. Prior Years' Taxes (Object 8043)	388.15		388.15	0.00		0.00
7. Supplemental Taxes (Object 8044)	0.00		0.00	0.00		0.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	0.00		0.00	0.00		0.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	0.00		0.00	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	1,488,760.15	0.00	1,488,760.15	1,504,599.00	0.00	1,504,599.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	1,488,760.15	0.00	1,488,760.15	1,504,599.00	0.00	1,504,599.00

	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			18,137.12			18,982.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			18,137.12			18,982.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	351,663.00		351,663.00	348,012.00		348,012.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(4,425.00)		(4,425.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	347,238.00	0.00	347,238.00	348,012.00	0.00	348,012.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	2,313,185.46		2,313,185.46	2,250,690.00		2,250,690.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	19,898.83		19,898.83	12,000.00		12,000.00
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT			2017-18 Actual			2018-19 Budget
1. Revised Prior Year Program Limit (Lines A1 plus A6)			1,534,219.50			1,497,006.56
2. Inflation Adjustment			1.0369			1.0367
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9342			1.0129
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			1,486,155.44			1,571,966.81
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			1,488,760.15			1,504,599.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			13,330.80			13,502.40
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			15,532.41			86,349.81
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			15,532.41			86,349.81
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			13,052.73			8,527.93
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			1,501,812.88			1,513,126.93
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			13,330.80			77,821.88
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			1,501,812.88			
b. State Subventions (Line D8)			13,330.80			
c. Less: Excluded Appropriations (Line C23)			18,137.12			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			1,497,006.56			



Alexander Valley Union School District

Matt Reno
Superintendent-Principal

October 8, 2018

Michael Cohen, Director
State Department of Finance
Attention: School Gann Limits
State Capitol, Room 1145
Sacramento, CA 95814

Re: Revision to Increase of 2017-18 Appropriations Limit Pursuant to Government Code Section 7902.1

This is to inform you that, Pursuant to Government Code Section 7902.1, the governing board of the **Alexander Valley Union School District** in Sonoma County adopted on **October 8, 2018**, a revision to resolution #2018-07 originally adopted on September 10, 2018, increasing its 2017-18 appropriations limit by **\$10,851.12**. This increase to the appropriations limit is permanent and will be reflected in future fiscal year calculations.

If you have any questions, please contact **Anne Kopache, CBO** at **(707) 433-1375 ex 101**.

Matt Reno, Superintendent-Principal
Alexander Valley Union School District

Description	2017-18 Unaudited Actuals			2018-19 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	59.92	59.50	59.92	58.20	58.20	58.20
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	51.17	51.31	51.17	54.32	54.32	54.32
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	111.09	110.81	111.09	112.52	112.52	112.52
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	111.09	110.81	111.09	112.52	112.52	112.52
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land	57,128.00		57,128.00			57,128.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	57,128.00	0.00	57,128.00	0.00	0.00	57,128.00
Capital assets being depreciated:						
Land Improvements	47,314.00		47,314.00			47,314.00
Buildings	3,930,437.51	126,872.49	4,057,310.00	1,006.00		4,058,316.00
Equipment	225,602.00		225,602.00			225,602.00
Total capital assets being depreciated	4,203,353.51	126,872.49	4,330,226.00	1,006.00	0.00	4,331,232.00
Accumulated Depreciation for:						
Land Improvements	(16,707.30)		(16,707.30)	(3,110.00)		(19,817.30)
Buildings	(985,764.00)	0.00	(985,764.00)	(91,583.00)		(1,077,347.00)
Equipment	(136,722.00)		(136,722.00)	(6,463.00)		(143,185.00)
Total accumulated depreciation	(1,139,193.30)	0.00	(1,139,193.30)	(101,156.00)	0.00	(1,240,349.30)
Total capital assets being depreciated, net	3,064,160.21	126,872.49	3,191,032.70	(100,150.00)	0.00	3,090,882.70
Governmental activity capital assets, net	3,121,288.21	126,872.49	3,248,160.70	(100,150.00)	0.00	3,148,010.70
Business-Type Activities:						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability	1,406,029.00	204,763.00	1,610,792.00	26,545.00		1,637,337.00	
Total/Net OPEB Liability	27,178.00	11,292.00	38,470.00	0.00		38,470.00	
Compensated Absences Payable	35,391.11		35,391.11	1,796.06		37,187.17	
Governmental activities long-term liabilities	1,468,598.11	216,055.00	1,684,653.11	28,341.06	0.00	1,712,994.17	0.00
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Unaudited Actuals
2017-18
General Fund and Charter Schools Funds
Program Cost Report

Goal	Program/Activity	----- Direct Costs -----			Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
		Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3			
Instructional Goals							
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00		0.00
1110	Regular Education, K-12	1,556,932.30	231,602.91	1,788,535.21	167,418.23		1,955,953.44
3100	Alternative Schools	0.00	0.00	0.00	0.00		0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00		0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00		0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00		0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00		0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00		0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00		0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00		0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00		0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00		0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00		0.00
4760	Bilingual	0.00	0.00	0.00	0.00		0.00
4850	Migrant Education	0.00	0.00	0.00	0.00		0.00
5000-5999	Special Education	165,401.35	10,078.38	175,479.73	16,426.01		191,905.74
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00		0.00
Other Goals							
7110	Nonagency - Educational	5,276.80	0.00	5,276.80	493.94		5,770.74
7150	Nonagency - Other	0.00	0.00	0.00	0.00		0.00
8100	Community Services	0.00	0.00	0.00	0.00		0.00
8500	Child Care and Development Services	33,621.72	0.00	33,621.72	3,147.21		36,768.93
Other Costs							
----	Food Services					0.00	0.00
----	Enterprise					0.00	0.00
----	Facilities Acquisition & Construction					0.00	0.00
----	Other Outgo					3,878.98	3,878.98
Other Funds							
----	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		0.00	0.00	2,888.88		2,888.88
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				0.00		0.00
----	Total General Fund and Charter Schools Funds Expenditures	1,761,232.17	241,681.29	2,002,913.46	190,374.27	3,878.98	2,197,166.71

Unaudited Actuals
2017-18
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Allocation Factors (AF) for Support Costs

	----- Teacher Full-Time Equivalents -----				----- Classroom Units -----		Pupils Transported
	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)	0.00	0.00	0.00	0.00	166,256.43	5,076.00	70,348.86
B. Enter Allocation Factor(s) by Goal: (Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
Instructional Goals Description							
0001 Pre-Kindergarten							
1110 Regular Education, K-12					8.00	8.00	66.00
3100 Alternative Schools							
3200 Continuation Schools							
3300 Independent Study Centers							
3400 Opportunity Schools							
3550 Community Day Schools							
3700 Specialized Secondary Programs							
3800 Career Technical Education							
4110 Regular Education, Adult							
4610 Adult Independent Study Centers							
4620 Adult Correctional Education							
4630 Adult Career Technical Education							
4760 Bilingual							
4850 Migrant Education							
5000-5999 Special Education (allocated to 5001)					0.50	0.50	
6000 ROC/P							
Other Goals Description							
7110 Nonagency - Educational							
7150 Nonagency - Other							
8100 Community Services							
8500 Child Care and Development Services							
Other Funds Description							
-- Adult Education (Fund 11)							
-- Child Development (Fund 12)							
-- Cafeteria (Funds 13 & 61)							
C. Total Allocation Factors	0.00	0.00	0.00	0.00	8.50	8.50	66.00

Unaudited Actuals
FINANCIAL REPORTS
2017-18 Unaudited Actuals
Summary of Unaudited Actual Data Submission

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	53.46%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	exempt
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2019-20 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your Appropriations Limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	\$10,851.12
	Adjusted Appropriations Limit	\$1,497,006.56
	Appropriations Subject to Limit These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	\$1,497,006.56
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2019-20, subject to CDE approval.	5.07%

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2017-18 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Sep 10, 2018

To the Superintendent of Public Instruction:

2017-18 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: _____
County Superintendent/Designee
(Original signature required)

Date: _____

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

For School District:

Linda Daugherty

Anne Kopache

Name
District Fiscal Management Advisor

Name
Chief Business Official

Title
707-524-2629

Title
707-433-1375 ex 101

Telephone
ldaugherty@scoe.org

Telephone
akopache@alexandervalleyusc

E-mail Address

E-mail Address

Unaudited Actuals
2017-18
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Direct Charged Costs (DCC)

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110-3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000-4999)	Community Services (Functions 5000-5999)	General Administration (Functions 7000-7999, except 7210)*	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Total
Instructional Goals													
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
1110	Regular Education, K-12	1,213,960.69	0.00	11,359.54	266,865.03	64,747.04	0.00	0.00			0.00	0.00	1,556,932.30
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
5000-5999	Special Education	165,401.35	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	165,401.35
6000	ROC/P	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
Other Goals													
7110	Nonagency - Educational	0.00	0.00	0.00	0.00	5,276.80	0.00	0.00	0.00	0.00	0.00	0.00	5,276.80
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8100	Community Services		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00		33,621.72	0.00	0.00	0.00	33,621.72
Total Direct Charged Costs		1,379,362.04	0.00	11,359.54	266,865.03	70,023.84	0.00	0.00	33,621.72	0.00	0.00	0.00	1,761,232.17

* Functions 7100-7199 for goals 8100 and 8500

Unaudited Actuals
2017-18
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Allocated Support Costs (AC)

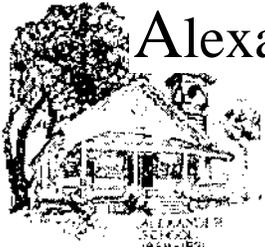
Goal	Type of Program	Allocated Support Costs (Based on factors input on Form PCRAF)			Total
		Full-Time Equivalents	Classroom Units	Pupils Transported	
Instructional Goals					
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00
1110	Regular Education, K-12	0.00	161,254.05	70,348.86	231,602.91
3100	Alternative Schools	0.00	0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	0.00	10,078.38	0.00	10,078.38
6000	ROC/P	0.00	0.00	0.00	0.00
Other Goals					
7110	Nonagency - Educational	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00
8100	Community Services	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00
Other Funds					
--	Adult Education (Fund 11)		0.00		0.00
--	Child Development (Fund 12)	0.00	0.00	0.00	0.00
--	Cafeteria (Funds 13 and 61)		0.00		0.00
Total Allocated Support Costs		0.00	171,332.43	70,348.86	241,681.29

Unaudited Actuals
2017-18
Program Cost Report
Schedule of Central Administration Costs (CAC)

A. Central Administration Costs in General Fund and Charter Schools Funds		
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	78,813.12
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000-7999)	11,300.00
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	99,061.15
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	1,200.00
5	Total Central Administration Costs in General Fund and Charter Schools Funds	190,374.27
B. Direct Charged and Allocated Costs in General Fund and Charter Schools Funds		
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	1,761,232.17
2	Total Allocated Costs (from Form PCR, Column 2, Total)	241,681.29
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	2,002,913.46
C. Direct Charged Costs in Other Funds		
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	0.00
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	30,862.03
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	30,862.03
D. Total Direct Charged and Allocated Costs (B3 + C5)		2,033,775.49
E. Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)		9.36%

Unaudited Actuals
2017-18
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Other Costs (OC)

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400, and 6500)	0.00				0.00
Enterprise (Objects 1000-5999, 6400, and 6500)		0.00			0.00
Facilities Acquisition & Construction (Objects 1000-6500)			0.00		0.00
Other Outgo (Objects 1000-7999)				3,878.98	3,878.98
Total Other Costs	0.00	0.00	0.00	3,878.98	3,878.98



Alexander Valley Union School District

Matt Reno
Superintendent-Principal

10/8/18

To: AVUSD Board of Trustees
RE: 2019 Bluebird School Bus

Dear Trustees,

I was recently informed that the expected date of our new school bus has been moved from October 2, 2018 to October 24th, 2018. Mr. Gabe Hightman, of "A 2 Z Bus Sales" informed me of the production delay on October 1st, 2018. Due to this delay Mr. Hightman has offered a \$2500.00 credit towards additional parts/supplies.

In addition, once the new bus arrives, Mr. Clay Green has offered to assist us in storing our current bus for a year outside on his property should we need to access it as a backup for any reason. At the end of 2019 we will revisit next steps on what to do with our 1994 Bluebird bus.

Sincerely,
Matt



Alexander Valley School

<https://www.facebook.com/AlexanderValleySchool/>

Follow the Alexander Valley School Facebook Page
for updates on the following:

- Construction Facility Improvement Updates and Information related to our Bond.
- Citizens' Oversight Committee Information
- School Calendar
- Events on Campus

**ANNOUNCEMENT
ALEXANDER VALLEY SCHOOL DISTRICT
BOARD OF TRUSTEE OPENING 2018-2022 Term**

10/9/18

Dear AVS Parents and Community,

This is a great time of year, students and staff have locked into learning routines and meaningful relationships continue to build. This time of year also means we need to inform you that we currently have one Trustee position open on our Board.

State law requires all school districts to have a Board of Trustees. The Trustee must be a resident of the district, as well as be a registered voter, and commit to a four-year term.

Here is a little information about the role and responsibilities on becoming a Trustee. Our Board approves expenditures, policies, regulations, and hiring. They adopt our annual budget, provide direction to the Superintendent with regard to managing our district, and approve the goals that drive our efforts to do the best we can for our students. In addition, each Trustee participates in our district committees.

If any of you have interest in learning more about becoming a Trustee, please give me a call or send me an email. Interested candidates will be asked to submit their letter of interest and resume to our office manager, Jackie Sloan by October 26th, 2018. A future date will be announced for interested candidates to interview in open session with the Board.

Thanks,
Matt Reno, Superintendent-Principal
Alexander Valley Union School District

Alexander Valley Union School District

Board Policy

Business and Noninstructional Operations

BP 3470(a)

DEBT ISSUANCE AND MANAGEMENT

The Governing Board is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

(cf. 3000 - Concepts and Roles)

(cf. 3460 - Financial Reports and Accountability)

(cf. 7110 - Facilities Master Plan)

(cf. 7210 - Facilities Financing)

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategies.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

(cf. 9270 - Conflict of Interest)

DEBT ISSUANCE AND MANAGEMENT (continued)**Goals**

The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the district shall ensure that it:

1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs
2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements
3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues
4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt
5. Monitors the district's statutory debt limit in relation to assessed valuation within the district and the tax burden needed to meet long-term debt service requirements
6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws
7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the district at the time the new debt is issued
8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future
9. Preserves the availability of the district's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt
10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 7000 - Concepts and Roles)

DEBT ISSUANCE AND MANAGEMENT (continued)

Authorized Purposes for the Issuance of Debt

The district may issue debt for any of the following purposes:

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities
2. To refund existing debt
3. To provide for cash flow needs

(cf. 3100 - Budget)

(cf. 3110 - Transfer of Funds)

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

Authorized Types of Debt

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt
 - a. Short-term debt, such as tax and revenue anticipation notes (TRANs), when necessary to allow the district to meet its cash flow requirements (Government Code 53850-53858)
 - b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)

DEBT ISSUANCE AND MANAGEMENT (continued)

- c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the district (Government Code 53859-53859.08)
2. Long-Term Debt
 - a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government Code 53506-53509.5)

(cf. 7214 - General Obligation Bonds)
 - b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)

(cf. 7212 - Mello Roos Districts)
3. Lease financing, including certificates of participation (COPs)
 - a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)
 - b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400-17429)
4. Special financing programs or structures offered by the federal or state government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs
5. Temporary borrowing from other sources such as the County Treasurer

COPs, TRANs, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133)

DEBT ISSUANCE AND MANAGEMENT (continued)

Relationship of Debt to District Facilities Program and Budget

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the district's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The district may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

Structure of Debt Issues

The district shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The district shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

For new money debt issuances for capital improvements, the district shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the district to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15106.

To the extent practicable, the district shall also consider credit issues, market factors, and tax law when sizing the district's bond issuance. The sizing of refunding bonds shall be

DEBT ISSUANCE AND MANAGEMENT (continued)

determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any general obligation bond issued by the district shall mature within 40 years of the issuance date or as otherwise required by law. (California Constitution, Article 16, Section 18; Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed but, with respect to a lease purchase of equipment, no longer than a period of 10 years. (Education Code 17452)

Method of Sale

For the sale of any district-issued debt, the Superintendent or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the district. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost
2. Negotiated sale, subject to approval by the district to ensure that interest costs are in accordance with comparable market interest rates
3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the district than either a negotiated or competitive sale

Investment of Proceeds

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

(cf. 3430 - Investing)

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

DEBT ISSUANCE AND MANAGEMENT (continued)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

Refunding/Restructuring

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the district shall consider the maximization of the district's expected net savings over the life of the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

Internal Controls

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

(cf. 3314 - Payments for Goods and Services)

(cf. 3400 - Management of District Assets/Accounts)

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure. (Government Code 53410)

When feasible, the district shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

The district shall annually conduct a due diligence review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their responsibilities.

In addition, the Superintendent or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

Records/Reports

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory

DEBT ISSUANCE AND MANAGEMENT (continued)

Commission (CDIAC). Such report shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

On or before January 31 of each year, the Superintendent or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the issued debt for the period from July 1 to June 30. (Government Code 8855)

The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

The Superintendent or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. In addition, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

The Superintendent or designee shall annually report to the Board regarding debts issued by the district, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the district's bonds, market update and refunding opportunities, new development for California bond financings, and the district's compliance with post-issuance requirements.

Legal Reference: (see next page)

DEBT ISSUANCE AND MANAGEMENT (continued)

Legal Reference:

EDUCATION CODE

5300-5441 *Conduct of elections*
15100-15262 *Bonds for school districts and community college districts*
15264-15276 *Strict accountability in local school construction bonds*
15278-15288 *Citizen's oversight committees*
15300-15425 *School Facilities Improvement Districts*
17150 *Public disclosure of non-voter-approved debt*
17400-17429 *Leasing of district property*
17450-17453.1 *Leasing of equipment*
17456 *Sale or lease of district property*
17596 *Duration of contracts*
42130-42134 *Financial reports and certifications*

ELECTIONS CODE

1000 *Established election dates*

GOVERNMENT CODE

8855 *California Debt and Investment Advisory Commission*
53311-53368.3 *Mello-Roos Community Facilities Act*
53410-53411 *Bond reporting*
53506-53509.5 *General obligation bonds*
53550-53569 *Refunding bonds of local agencies*
53580-53595.55 *Bonds*
53850-53858 *Tax and revenue anticipation notes*
53859-53859.08 *Grant anticipation notes*

CALIFORNIA CONSTITUTION

Article 13A, Section 1 *Tax limitation*

Article 16, Section 18 *Debt limit*

UNITED STATES CODE, TITLE 15

78o-4 *Registration of municipal securities dealers*

UNITED STATES CODE, TITLE 26

54E *Qualified Zone Academy Bonds*

CODE OF FEDERAL REGULATIONS, TITLE 17

240.10b-5 *Prohibition against fraud or deceit*

240.15c2-12 *Municipal securities disclosure*

CODE OF FEDERAL REGULATIONS, TITLE 26

1.103 *Interest on state and local bonds*

1.141 *Private activity bonds*

1.148 *Arbitrage and rebate*

1.149 *Hedge bonds*

1.6001-1 *Records*

Management Resources: (see next page)

DEBT ISSUANCE AND MANAGEMENT (continued)

Management Resources:

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION PUBLICATIONS

California Debt Issuance Primer

GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS

An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016

Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015

Investment of Bond Proceeds, Best Practice, September 2014

Selecting and Managing Municipal Advisors, Best Practice, February 2014

Debt Management Policy, Best Practice, October 2012

Analyzing and Issuing Refunding Bonds, Best Practice, February 2011

INTERNAL REVENUE SERVICE PUBLICATIONS

Tax Exempt Bond FAQs Regarding Record Retention Requirements

Tax-Exempt Governmental Bonds, Publication 4079, rev. 2016

U.S. GOVERNMENT ACCOUNTABILITY OFFICE PUBLICATIONS

Internal Control System Checklist

WEB SITES

California Debt and Investment Advisory Commission: <http://www.treasurer.ca.gov/cdiac>

Government Finance Officers Association: <http://www.gfoa.org>

Internal Revenue Service: <https://www.irs.gov>

Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA):

<http://www.emma.msrb.org>

U.S. Government Accountability Office: <http://www.gao.gov>

U.S. Securities and Exchange Commission: <https://www.sec.gov>

RESOLUTION NO. 2018-08

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
ALEXANDER VALLEY UNION SCHOOL DISTRICT
ADOPTING DEBT POLICY**

WHEREAS, California Government Code Section 8855(i), effective as of January 1, 2017, requires that issuers of state or local government indebtedness adopt debt policies which include specific provisions concerning the use of indebtedness; and

WHEREAS, the Alexander Valley Union School District (the "District") expects to issue indebtedness and to comply with Government Code Section 8855(i);

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ALEXANDER VALLEY UNION SCHOOL DISTRICT DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. The Debt Management Policy in the form on file with the Superintendent is hereby approved and adopted for the purpose of establishing debt policies.

Section 3. This resolution shall take effect on and after its adoption.

* * * * *

PASSED AND ADOPTED on October 8, 2018, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board of Trustees
Alexander Valley Union School District
Sonoma County, California

Attest:

Clerk of the Board of Trustees
Alexander Valley Union School District
Sonoma County, California

**BOARD OF TRUSTEES
ALEXANDER VALLEY UNION SCHOOL DISTRICT**

RESOLUTION NO. 2018-09

**AUTHORIZING THE ISSUANCE AND SALE OF
GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES A, IN
AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000
AND APPROVING RELATED DOCUMENTS AND ACTIONS**

WHEREAS, the Alexander Valley Union School District (the "District") is an elementary school district located within the County of Sonoma (the "County"), State of California (the "State"), and is organized and operating pursuant to the Constitution and laws of the State; and

WHEREAS, an election was duly and regularly held in the District on June 5, 2018, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting Measure B (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$6,000,000, and more than the requisite 55% of votes cast were in favor of the Bond Measure; and

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code ("the Bond Law"), general obligation bonds are authorized to be issued by the District for the purposes set forth in the ballot submitted to voters in the Bond Measure; and

WHEREAS, the District wishes at this time to initiate proceedings for the issuance of an initial series of bonds pursuant to the authorization of the Bond Measure and the Bond Law, in the aggregate principal amount of not to exceed \$3,000,000, to be designated "Alexander Valley Union School District (Sonoma County, California) General Obligation Bonds, Election of 2018, Series A" (the "Bonds"), as provided in this Resolution for the purpose of providing financing for projects which are authorized under the Bond Measure and the Bond Law; and

WHEREAS, the District's most recent interim budget report was certified as positive and the District intends to sell the Bonds on a negotiated basis directly and on its own behalf in accordance with the Bond Law; and

WHEREAS, in accordance with Government Code Section 5852.1, the Board has obtained and disclosed the information set forth in Appendix B hereto; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Alexander Valley Union School District as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

“Authorized Investments” means the County Investment Pool, the Local Agency Investment Fund of the California State Treasurer, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, and investment agreements, including guaranteed investment contracts, float contracts or other investment products (provided that such agreements comply with the requirements of Section 148 of the Tax Code).

“Board” means the Board of Trustees of the District.

“Bond Counsel” means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Law” means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, or such other law pursuant to which the Bonds may be issued, as in effect on the date of adoption hereof and as amended hereafter.

“Bond Measure” means Measure B submitted to and approved by more than the requisite 55% of the voters on June 5, 2018, under which the issuance of the Bonds has been authorized.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, pursuant to which the Underwriter agrees to purchase the Bonds and pay the purchase price therefor.

“Bonds” means the not-to-exceed \$3,000,000 aggregate principal amount of Alexander Valley Union School District (Sonoma County, California) General Obligation Bonds, Election of 2018, Series A, issued and at any time Outstanding under this Resolution.

“Building Fund” means the fund maintained by the County Treasurer under Section 3.03.

“Closing Date” means the date upon which there is a delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Underwriter.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate to be executed and delivered by a District Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Bonds.

“County” means the County of Sonoma, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Sonoma County Treasurer-Tax Collector, or any authorized deputy thereof.

“Debt Service Fund” means the account maintained by the County Treasurer under Section 4.02 of this Resolution.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the Alexander Valley Union School District, an elementary school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the President of the Board, the Secretary of the Board, the Superintendent or the Chief Business Official of the District, or such officer’s written designee, or any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District with respect to this Resolution and the Bonds.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Education Code” means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

“Government Code” means the Government Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

“Interest Payment Dates” means February 1 and August 1 in each year during the term of such Bond, commencing on the date set forth in the Bond Purchase Agreement, provided, however, that such dates are subject to modification as provided in the Bond Purchase Agreement.

“Office” means the office or offices of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

“Outstanding,” when used as of any particular time with reference to Bonds, means all Bonds except: (a) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Bonds in lieu of or in substitution for which other Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner”, whenever used herein with respect to a Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books.

“Paying Agent” means any bank, trust company, national banking association or other entity appointed as paying agent for the Bonds in the manner provided in Article VI of this Resolution, initially The Bank of New York Mellon Trust Company, N.A.

“Record Date” means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Bonds under Section 2.08.

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a written request of the District delivered to the Paying Agent.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Underwriter” means Raymond James & Associates, Inc. as original purchaser of the Bonds upon the negotiated sale thereof, as designated pursuant to Section 3.01.

“Written Certificate of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a written request of the District for that purpose.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Bonds, together with all other indebtedness of the District, will not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Bonds in an aggregate principal amount not to exceed \$3,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising funds for the acquisition or improvement of educational facilities in accordance with the Bond Measure, and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest and premium, if any, on all Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds will be issued as current interest bonds and shall be designated the "Alexander Valley Union School District (Sonoma County, California) General Obligation Bonds, Election of 2018, Series A".

SECTION 2.02. *Terms of Bonds.*

(a) Terms of Bonds. The Bonds will be issued as fully registered bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Bonds maturing in the year of maturity of the Bond for which the denomination is specified. Bonds will be lettered and numbered as the Paying Agent may prescribe. The Bonds will be dated as of the Closing Date.

Interest on the Bonds is payable semi-annually on each Interest Payment Date. Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Bond is in default at the time of authentication thereof, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and in the amounts, and will bear interest at the rates, as determined upon the sale thereof as provided in the Bond Purchase Agreement; *provided, however*, the maximum interest rate per annum and the final maturity date shall not extend beyond the legal limits set forth in the Bond Law. Interest on the Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than 30 years after the Closing Date, a District Representative is authorized to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Bonds which mature more than 30 years after the Closing Date exceeds the final maturity date of said Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Bonds, but such numbers do not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Bonds will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(e) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the

Bond Purchase Agreement relating to the terms of the Bonds, the provisions of the Bond Purchase Agreement will be controlling.

SECTION 2.03. *Redemption of Bonds.*

(a) Optional Redemption Dates and Prices. The Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the respective redemption prices as set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in this Resolution) in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Bonds for Redemption. Whenever less than all of the Outstanding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Bond will be deemed to consist of individual bonds of \$5,000 portions.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the serial numbers of the Bonds to be redeemed by giving the individual number of each Bond or by indicating those Bonds between two stated numbers, both inclusive, or by stating that all of the Bonds of one or more maturities have been called for redemption, and shall require that such Bonds be then surrendered at the Office of the Paying Agent

for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Upon surrender of Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption have been duly provided, the Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (d) of this Section.

SECTION 2.04. *Form of Bonds.* The Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, as are set forth in Appendix A attached hereto, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement.

SECTION 2.05. *Execution of Bonds.* The Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary of the Board. Only those Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Bonds.* Subject to Section 2.10, any Bond may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Bond issued upon any transfer.

Whenever any Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. No transfers of Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Bonds.* Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Bond issued upon any exchange (except in the cases of any exchange of temporary Bonds for definitive Bonds). No exchange of Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Bonds, and the Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Bonds in the full aggregate principal amount of the Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Bonds. The District shall cause to be paid all principal and interest with respect to the Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify DTC Participants of the availability through DTC of Bonds.

In such event, the District shall issue, transfer and exchange Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Bonds evidencing the Bonds to any Depository System Participant having Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Bonds.

Section 2.10. *Transfer Under Book-Entry System; Discontinuation of Book-Entry System.* Registered ownership of the Bonds, or any portion thereof, may not be transferred except as follows:

(i) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a “substitute depository”); *provided that* any successor of Cede & Co., as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District or the County, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the County (upon consultation with the District) to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; *provided*, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

ARTICLE III

SALE OF BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Sale of Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Bonds to the Underwriter. The Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery by a District Representative of the Bond Purchase Agreement, provided that the Bond Purchase Agreement shall contain the following terms:

- (i) the Bonds shall bear a rate of interest of not to exceed 8 percent per annum and the final maturity shall not exceed the limits contained in the Bond Law;
- (ii) the Bonds shall have a ratio of total debt service to principal of not to exceed four to one; and
- (iii) the Underwriter's discount shall not exceed 1.35% of the principal amount of the Bonds.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Bonds at negotiated sale for the following reasons: (a) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (b) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (c) a negotiated sale will permit the time schedule for the issuance and sale of the Bonds to be expedited, if necessary; (d) a negotiated sale provides the District access to the underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between District objectives and investor acceptance and demand; and (e) a negotiated sale provides time for underwriters to educate potential investors about the District and the Bonds with the goal of maximizing investor orders and reducing interest cost on the day of bond pricing.

As required pursuant to Section 53509.5 of the Bond Law, after the sale of the Bonds, the Board will present actual cost information of the sale at its next scheduled public meeting.

(b) Official Statement. The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Bonds in substantially the form on file with

the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, and an agreement facilitating the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Bonds.* The proceeds of the Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The portion of the proceeds representing the premium (if any) received by the County Treasurer on the sale of the Bonds will be deposited in the Debt Service Fund established pursuant to Section 4.02.
- (b) All remaining proceeds received by the County Treasurer from the sale of the Bonds will be deposited in the Building Fund established pursuant to Section 3.03.

At the option of the District, a portion of the proceeds of the Bonds to be used by the District to pay Costs of Issuance may be deposited with a fiscal agent selected by the District, as provided in Section 15146(g) of the Education Code, in order to facilitate the payment of Costs of Issuance. A District Representative is authorized to enter into an agreement with such fiscal agent to facilitate such payment. In addition, the Bond Purchase Agreement may provide that the Underwriter is obligated to pay certain Costs of Issuance and a District Representative is authorized to review and consent to a schedule of such costs.

SECTION 3.03. *Building Fund.* The County Treasurer shall maintain a fund designated as the "Alexander Valley Union School District, Election of 2018, Series A Building Fund," into which the proceeds from the sale of the Bonds shall be deposited, to the extent required under Section 3.02(b). The County Treasurer shall maintain separate accounting for the proceeds of the Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Bonds shall be

expended by the District solely for the financing of projects for which the Bond proceeds are authorized to be expended under the Bond Measure (which includes related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Bonds.

If excess amounts remain on deposit in the Debt Service Fund after payment in full of the Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Bonds have been authorized or otherwise in accordance with the Bond Law.

SECTION 3.04. *Estimated Financing Costs.* The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of Isom Advisors, a Division of Urban Futures, Inc., has previously been engaged to act as the District's financial advisor, in connection with the issuance and sale of the Bonds. The estimated costs of issuance associated with the bond sale are \$140,000, which include bond counsel and disclosure counsel fees, costs of printing the Official Statement, financial advisor fees, rating agency fees, and paying agent fees, but which do not include underwriting fees and the cost of municipal bond insurance, if obtained.

ARTICLE IV

SECURITY FOR THE BONDS; DEBT SERVICE FUND

SECTION 4.01. *Security for the Bonds.* The Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation as to rate or amount, for the payment of the Bonds and the interest and redemption premium (if any) thereon. The District hereby formally directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Bonds are Outstanding in an amount not less than sufficient to pay the principal of and interest on the Bonds when due, including the principal of any Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund. Additionally, the County is directed to include in the tax levy the expense of paying the Bonds elsewhere than at the office of the County Treasurer.

The principal of and interest and redemption premium (if any) on Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Bonds. In no event are the principal of and interest and redemption premium (if any) on Bonds payable out of any funds or

properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

The District hereby pledges all revenues from the property taxes collected from the levy by the County for the payment of the Bonds and the amounts in the Debt Service Fund (the "Pledged Revenues") to the payment of the principal of and interest on the Bonds. It is the intention of the District that (i) for purposes of 11 U.S.C. §902(2)(E), the Pledged Revenues constitute "taxes specifically levied to finance one or more projects or systems" of the District and are not "general property, sales or income taxes . . . levied to finance the general purposes of" the District, and (ii) the pledge of the Pledged Revenues constitutes a pledge of "special revenues" for purposes of 11 U.S.C. §§901 et seq., and that a petition filed by the District under 11 U.S.C. §§901 et seq., will not operate as a stay under 11 U.S.C. §362 of the application of such Pledged Revenues to payment when due of principal of and interest on the Bonds. The District will not take any action inconsistent with its agreement and statement of intention hereunder and will not deny that the pledge of the Pledged Revenues constitutes a pledge of special revenues for purposes of 11 U.S.C. §§901 et seq.

SECTION 4.02. *Establishment of Debt Service Fund.* The District hereby directs the County Treasurer to hold and maintain a fund designated as the "Alexander Valley Union School District Election of 2018, Series A Debt Service Fund", which the County Treasurer shall hold as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest and premium (if any) on the Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

The Debt Service Fund is hereby pledged for the payment of the principal of and interest on the Bonds when and as the same become due, including the principal of any term Bonds required to be paid upon the mandatory sinking fund redemption thereof. Amounts in the Debt Service Fund shall be transferred by the County Treasurer to the Paying Agent to the extent required to pay the principal of and interest and redemption premium (if any) on the Bonds when due. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 4.03. *Disbursements from Debt Service Fund.* The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Treasurer shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Bonds. DTC will thereupon make payments of principal and interest on the Bonds to DTC Participants, who will thereupon make payments of principal and interest to the beneficial owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Investments.* All moneys held in any of the funds or accounts established with the County hereunder will be invested in Authorized Investments in

accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder will be deposited in the fund or account from which such investment was made, and will be expended for the purposes thereof.

The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board hereby directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Bonds, in conformity with the terms of the Bonds and of this Resolution. Nothing herein contained shall prevent the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Books and Accounts; Financial Statements.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Bond Owners.* The District will preserve and protect the security of the Bonds and the rights of the Bond Owners, and will warrant and defend their rights against all claims and demands of all persons.

Following the issuance of the Bonds by the District, the Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Exemption from Rebate Requirement. The District is a governmental unit with the power to impose taxes of general applicability which, when collected, may be used for general purposes of the District; the Bonds are not private activity bonds within the meaning of section 141 of the Internal Revenue Code of 1986 (the "Code"); and ninety-five percent (95%) of the Net Sale Proceeds of the Bonds are to be used for local governmental activities of the District. The aggregate face amount (or, issue prices, in the case of issues with a net original issue discount or net original issue premium in excess of two percent (2%) of the principal amount of the issue, excluding original issue premium used for reasonable underwriter's compensation) of all tax-exempt obligations (other than private activity bonds as defined in section 141 of the Code) issued by the District, including all subordinate entities of the District and all entities which may issue obligations on behalf of the District, during the calendar year during which the Bonds are being issued, is not reasonably expected to exceed \$15,000,000, of which no more than \$5,000,000 is for other than the construction of public school facilities, excluding, however, that portion of current refunding obligations having a principal amount not in excess of the principal amount of the refunded obligation. By reason of the statements set forth in this subparagraph, the District will not rebate excess investment earnings, if any, to the federal government.

(f) Small Issuer Exemption from Bank Nondeductibility Restriction. The District hereby designates the Bonds for purposes of paragraph (3) of section 265(b) of the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Tax Code, except certain qualified 501(c)(3) bonds as

defined in section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including the Bonds, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year 2018. If the District determines prior to the sale of the Bonds that obligations which exceed \$10,000,000 aggregate principal amount will be issued in calendar year 2018, the District Representative shall provide in the Bond Purchase Agreement that the Bonds are not bank qualified.

SECTION 5.05. *Continuing Disclosure.* The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *CDIAC Annual Reporting.* The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Bonds.

SECTION 5.07. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* The Bank of New York Mellon Trust Company, N.A. is hereby appointed to act as the initial Paying Agent for the Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the District by executing and delivering to the District a certificate or agreement to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto and, if not the County

Treasurer, such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Any bank, national association, federal savings association, or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings association, or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible as described in this Section 6.01 shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.02. *Paying Agent May Hold Bonds.* The Paying Agent may become the owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF BOND OWNERS

SECTION 7.01. *Remedies of Bond Owners.* Any Bond Owner has the right, for the equal benefit and protection of all Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and

in the Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Bond Owners.

SECTION 7.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bond Owners, the District and the Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, substitute any party, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in any of the provisions in Section 7.01 or (d) a reduction in the amount of moneys pledged for the repayment of the Bonds, and no right or obligation of any Paying Agent may be changed or modified without its written consent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent or the Owners of the Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Bonds.

SECTION 9.02. *Defeasance of Bonds.*

(a) Discharge of Resolution. Any or all of the Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Bonds; or
- (iii) by delivering such Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Bond shall cease and be completely

discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent, or an escrow agent selected by the District, money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

Such amounts of money and investments in escrow or trust shall be in an amount which is certified by a certified public accountant to be sufficient to meet the requirements of Government Code Section 53558.

(d) Payment of Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due

and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 9.03. *Execution of Documents and Proof of Ownership by Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Limited Duties of County; Indemnification.* The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default with respect to the Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs,

expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

SECTION 9.06. *Destruction of Canceled Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

SECTION 9.07. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the Superintendent of the District in trust for the benefit of the Bond Owners.

SECTION 9.08. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

The foregoing Resolution was adopted by the Board of Trustees of the Alexander Valley Union School District of Sonoma County, being the Board authorized by law to make the designations therein contained by the following vote, on October 8, 2018.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

President of the Board of Trustees

ATTEST:

Secretary to the Board of Trustees

[INCLUDED IN FORM ONLY – NOT FOR EXECUTION]

**APPENDIX A
FORM OF BOND**

REGISTERED BOND NO. _____ *****\$**_____ *******

**ALEXANDER VALLEY UNION SCHOOL DISTRICT
(Sonoma County, California)
GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES A**

**INTEREST RATE
PER ANNUM: MATURITY DATE: DATED DATE: CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT: *** _____ **DOLLARS*****

The Alexander Valley Union School District (the "District"), located in the County of Sonoma (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the principal amount is paid or provided for, at the interest rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____ (the "Interest Payment Dates").

This Bond is one of a duly authorized issue of Bonds of the District designated as "Alexander Valley Union School District (Sonoma County, California) General Obligation Bonds, Election of 2018, Series A" (the "Bonds"), in an aggregate principal amount of \$_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California (the "Bond Law"), and under a resolution of the Board of Trustees of the District adopted on October 8, 2018 (the "Bond Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite 55% vote of the electors of the District cast at a bond election held on June 5, 2018, upon the question of issuing bonds in the amount of \$6,000,000.

This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such

Interest Payment Date, or (b) it is authenticated on or before January 15, 2019, in which event it shall bear interest from the Dated Date referred to above. Principal hereof is payable at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being The Bank of New York Mellon Trust Company, N.A., Dallas, Texas.

Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding such Interest Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose.

The Bonds are being issued in the form of current interest bonds in the aggregate principal amount of \$_____ subject to the terms and conditions of the Bond Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Bond Resolution. Reference is hereby made to the Bond Resolution (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Bond Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest and redemption premium, if any, on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__ and on any

date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with interest thereon to the date fixed for redemption, without premium.

[If applicable:] The Bonds maturing on August 1, 20__ (the "Term Bonds") are also subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedules set forth below. The Term Bonds so called for mandatory sinking fund redemption will be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium. If any Term Bonds are redeemed pursuant to optional redemption, the total amount of all future sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 principal amount (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

Redemption Date
(August 1)

Sinking Fund Redemption

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Bond Resolution.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Bond Resolution.

Authentication Date:

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Paying Agent**

Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____, attorney, to transfer the same on the registration books of the Bond
Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an
eligible guarantor institution.

Note: The signature(s) on this Assignment must
correspond with the name(s) as written on the face
of the within Bond in every particular without
alteration or enlargement or any change
whatsoever.

APPENDIX B

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided by the underwriter and financial advisor, which has been provided to the District in good faith:

- (A) True interest cost of the Bonds: 3.853731%
- (B) Finance charge of the Bonds (sum of all costs of issuance and fees/charges paid to third parties): \$180,500
- (C) Net proceeds to be received (net of finance charges, reserves and capitalized interest, if any): \$2,860,000
- (D) Total payment amount through maturity: \$5,595,419.49

**ALEXANDER VALLEY UNION SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES A**

Financing Schedule

August 2018						
S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
September 2018						
S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
October 2018						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Holidays highlighted in yellow

Legend

- SD – Alexander Valley Union SD
- FA – Isom Advisors
- BC – Jones Hall
- UW – Raymond James

Date	Action	Responsible Party
July 10	Distribute Timeline, Distribution List and Term Sheet	FA
July 31	Distribute first draft of Preliminary Official Statement, bond resolution and supporting legal documents	BC
August 7	Comments due on resolution, POS, and legal documents	ALL
August 13	Submit credit packages to rating agency and bond insurers	FA
Week of Aug 13	Rating prep call	SD/FA
August 27	Rating agency meeting or conference call	SD/FA
September 3	Labor Day Holiday	ALL
September 5	Receive rating	SD/BC
Week of Oct. 1	Due Diligence conference call with Underwriter	All
October 1	Board agenda deadline	FA
October 8	District Board approves bond resolution and forms of POS and legal documents	SD
October 9	Distribute POS	BC
October 15	Pre-Price Bonds	All
October 16	Price Bonds	All
October 23	Distribute Final OS	BC
October 29	Pre-close Bond transaction	All
October 30	Close Bond transaction	All

Preliminary; subject to change

AGREEMENT FOR ARCHITECTURAL SERVICES

This agreement for architectural services (“Agreement”) is made and entered into by and between the [Alexander Valley School District](#) (“District”) and [Dan Hardin Architect](#), (“Architect”).

Whereas, the District proposes to undertake the construction of the projects described below which require the services of a duly qualified and licensed architect with expertise in the area of school construction;

Whereas, the Architect is licensed to practice architecture in the State of California (License No. [C31756](#)) and represents that the firm is qualified to provide the services required by the District; and

Whereas, this Agreement sets forth the terms and conditions for the provision of such services.

Now, therefore, it is hereby agreed:

1. AGREEMENT

District retains Architect to perform, and Architect agrees and undertakes to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural services specified in this Agreement and those related services incidental thereto.

2. PROJECT DESCRIPTION AND SCHEDULE

a. Project Description: Architectural services shall be provided for the planning, development and new construction for the [Alexander Valley School Multi-Purpose Building and Campus Modernization Project](#) (“Project”), which is described in **Exhibit A**, Project Description and Schedule, attached hereto and incorporated by this reference. The Project is located at [8511 California Highway 128, Healdsburg, California](#).

b. Project Schedule: Included in Exhibit A is the Project Schedule indicating duration and milestone dates for key Project tasks. Architect shall perform services consistent with the Project Schedule as required by Paragraph 19, Time Schedule. Architect shall regularly report to District, not less frequently than once a month, and when the District requests, on actions required to meet milestone schedule dates and shall recommend further adjustments to the Project Schedule, if and when needed.

3. TERM OF AGREEMENT

The term of this Agreement begins with execution of the Agreement by the parties and ends upon completion of services under the Agreement, unless terminated sooner. Should none of the services stated herein be commenced within sixty (60) days from the date of execution, this Agreement is void.

4. COMPENSATION

As compensation for Architect's services, District shall pay Architect as follows:

a. Basic Services: For all "Basic Services," which are listed in Paragraph 5, below, and as specified in **Exhibit B**, Tasks and Responsibilities, attached hereto and incorporated by reference, the Architect shall receive compensation in an aggregate amount not to exceed the amount to be determined the parties in writing as the project scope and fees are established. **Exhibit C**, Compensation and Schedule of Hourly Billing Rates, is attached hereto and incorporated by reference.

b. Additional Services: For all "Additional Services," which are defined to mean authorized services in addition to the Basic Services, compensation shall be agreed upon by the parties in writing prior to performance of any such Additional Services by Architect, and may be a flat fee or hourly fee based on Architect's standard hourly rates, as set forth in Exhibit C, with necessary consultants at 1.10 times cost. Only the District's Superintendent or authorized designee, Principal/Superintendent Matthew Reno may authorize Additional Services or changes to previously authorized Additional Services. Each such authorization must be in writing and shall be effective only after formal Board approval or ratification. Architect understands that no other District employees are authorized to order or approve either Additional Services or changes to previously authorized Additional Services. Failure of the Architect to secure proper authorization for Additional Services or changed services shall constitute a waiver of any and all right to adjustment in the contract price, and Architect shall not be entitled to compensation for any such unauthorized services.

c. Reimbursable Expenses: "Reimbursable Expenses" include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project which fall within the categories listed below in this Paragraph 4.c. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit C is subject to prior written approval by District. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval. Reimbursable expenses shall be compensated at 1.10 times the actual cost of the expense as follows:

Reasonable expenses for authorized travel in connection with the Project except for travel within the District or as otherwise agreed and set forth in writing in Exhibit C hereto.

 X Reasonable expense of interim and final reproductions, plotting, postage and handling of drawings, specifications and other Project documents including those for use of Architect and its consultants.

 Long distance telephone expense related to the Project.

 X Actual and necessary agency or permit fees for the Project, if any, paid by Architect on behalf of District.

d. Payments: District shall pay Architect monthly, in arrears, as follows:

(1) Progress Payments: Payments for Basic Services shall be made monthly in proportion to services performed within each phase as reasonably determined by District up to the following amounts (or as otherwise agreed and set forth in writing in Exhibit C):

<u>Upon Completion Of</u>	<u>Percentage Of Total Fees</u>	<u>Cumulative Percentage Of Total Fees</u>
Schematic Design Phase	15	15
Design Development Phase	20	35
Construction Documents Phase	35	70
DSA Approval	04	74
Bidding/Lease-Leaseback Coordination	05	79
Construction Phase	20	99
DSA Close Out	01	100

(2) Additional Services: Payments for Additional Services shall be made monthly, proportionate to the degree of completion, or as the parties specify in writing when the services are authorized.

(3) Monthly Invoices and Payment. Architect shall submit a monthly invoice to the District which itemizes the services performed during the billing period, method of computation, and amount payable. Architect shall format the invoice in accordance with the reasonable instructions as the Business Manager of the District may deliver to Architect in order that each invoice clearly discloses, as the Business Manager may require, the following:

- (i) Identification of the phase of the work to which the item belongs;

- (ii) Any information the District may require in order to satisfy the requests and requirements of the District's auditor(s);
- (iii) Any itemization or information which the District requires in order to complete worksheets provided or required by the Office of Public School Construction and/or other governmental agencies with jurisdiction over the scope of work; and Architect shall be paid monthly in the usual course of District business after the invoice has been approved by District's authorized representative. Architect shall be paid for all undisputed amounts within thirty (30) days from receipt of approved invoice.

(4) **Payment Upon Termination:** If District terminates this Agreement at any time, with or without cause, Architect shall, upon notice of such termination, promptly cease all services. Architect's total fee for all services performed shall be computed to cover the services actually and satisfactorily performed to the date of such notice.

5. BASIC SERVICES

Architect's Basic Services shall consist of the following items and the items specified in Exhibit B hereto:

a. Schematic Design Phase: Architect shall review the program furnished by District to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with District. If District requires assistance in the preparation of the program, including meetings with faculty and other representatives, this assistance shall be compensated as an Additional Service. Architect shall, as part of the Basic Services: prepare schematic design studies, drawings and other necessary documents showing site use and the scale and relationship of the components of the Project for District approval; meet with faculty and other persons with a stake in the Project (including, for example, parents and community members); prepare a written preliminary estimate of probable construction costs based on current area, volume or other unit costs; and prepare a written time schedule for the performance of Architect's services

b. Design Development Phase: From the approved schematic design studies Architect shall prepare the design development documents consisting of site and floor plans, elevations and other drawings and documents sufficient to fix and describe the size and character of the Project as to structural, mechanical and electrical systems, kinds of materials and outline specifications, all for written approval by District. Architect shall also provide District with a revised and updated written estimate of probable construction cost. Architect shall assist District in applying for and obtaining required approvals from all applicable governmental agencies.

c. Construction Documents Phase: From the approved design development documents, Architect shall prepare complete working drawings and specifications setting

forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical systems and utility-service-connected equipment and site work, all for written approval by District. With assistance from the District, and using the forms approved by the District and by the District's legal counsel, Architect shall prepare the bidding information, bidding forms, and the construction contract documents. **Bid and contract forms and documents must be submitted to District's legal advisor for review and approval at least ten (10) working days prior to proposed publication or distribution.** Architect shall assist District in filing any documents needed for obtaining the approval of any governmental authorities or other agencies having jurisdiction over the Project. Architect shall include with the delivery of the final form of construction documents Architect's final statement of probable construction cost based on adjustments to previous estimates indicated by changes in requirements or general market conditions. When the Project involves a school building, Architect shall make best efforts to ensure that the construction documents receive all required DSA - approval prior to bidding and shall ensure that DSA approval is obtained prior to Board approval of the construction contract.

d. Bid Phase: Following District's approval of the construction documents and District's acceptance of Architect's final estimate of probable construction costs, Architect shall reproduce the plans, specifications and construction contract documents in the required number and assist District in dissemination of plans, specifications and construction contract documents among interested contractors; in obtaining bids, and in award and preparation of the construction contract and the notice to proceed. Architect shall schedule advertising and bidding sufficiently in advance of the regular meeting of District's Governing Board to allow time for any bid protest that may arise to be handled in conformance with the approved bid protest procedures.

e. Construction Phase: The construction phase shall begin upon award of the construction contract and shall end sixty (60) days after the filing of the Notice of Completion. During this phase, Architect shall:

(1) Provide general administration of the construction contract, coordinating such services with the District's construction manager as directed by District, if applicable.

(2) Advise and consult with and serve as representative of District in dealings with the contractor. Architect shall have authority to act for District to the extent provided in the construction contract. However, all change orders affecting price shall be approved or ratified by the Governing Board of the District.

(3) Provide general direction to any Project inspector employed by and responsible to District as required by applicable law.

(4) Assist the District to direct the contractor in the preparation of a set of drawings showing the exact location and depth of buried utility lines and

any other subsurface structures (as-built dimensions) which Architect shall cause to be delivered to District upon completion of the Project.

(5) Visit the Project site at intervals appropriate to the stage of the contractor's operations in order to maintain familiarity with the progress of work and to determine in general that the contractor's work complies with the DSA approved plans and specifications and that the work, when fully completed, will be in accordance with the contract documents. Such visits and determinations are to be distinguished from the continuous inspection provided by a project inspector required by law for public school construction. Architect shall neither have control over nor charge of, nor be responsible for, the contractor's construction sequences or procedures nor for safety precautions and programs in connection with the contractor's work

(6) Make such regular oral and/or written reports as shall be required by District or by any other applicable reviewing or licensing agencies.

(7) Review schedules, shop drawings, samples and other submissions of the contractor for general compliance with design and the contract specifications and timely notify the contractor and District of matters which may affect the construction schedule.

(8) Promptly notify District in writing of deviations known or observed by Architect in the contractor's work or materials or both which do not conform to the contract documents. Upon instructions from the District representative, Architect shall reject any work or materials or both which do not so conform. Architect shall promptly inform District what further work, installation of conforming materials, or testing of proposed substitute materials, whichever may be applicable, may be required. Upon instructions from District representative, further work, conforming materials, or substitute materials, whichever may be applicable, shall be required of the contractor if determined by Architect to be necessary to carry out the intent and purposes of the contract documents and the project, based on Architect's reasonable professional judgment. Architect shall not be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract documents. Architect shall be responsible for Architect's negligent acts, errors and omissions, but shall not have control over or charge of and shall not be responsible for the intentional acts, errors or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the construction work.

(9) Architect shall promptly notify District of any significant defect that an architect exercising reasonable professional judgment in the course of maintaining familiarity with the construction work would detect in materials, equipment, or workmanship which comes to Architect's attention and of any known or observed default by the contractor in the orderly and timely progression or prosecution of the work.

(10) Examine and verify the contractor's applications for payments including reviews of the status of the contractor's record drawings and approve the issuance of certificates for payment for work completed in the amount Architect determines is proper under the contract documents. Architect's approvals shall constitute representations to the District, based on the Architect's professional evaluation of the contractor's work and on the data comprising the contractor's applications for payment, that the contractor's work has progressed to the points indicated and that, to the best of Architect's professional knowledge, information and belief, the quality of the contractor's work is in accordance with the contract documents. Architect's approvals shall not be representations that Architect has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by District to substantiate the contractor's rights to payment, or (d) ascertained how or for what purpose the contractor has used money previously paid on account of their contract sums.

(11) Prepare and/or review any necessary change orders for approval by the contractor, District and all applicable governmental agencies, including review of the contractor's pricing requests.

(12) After notice and approval by District, Architect shall have authority to reject work that does not conform to the contract documents. Architect shall have authority to require inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Architect to the contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

(13) Architect shall review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. Architect shall respond to contractor's requests for information relating to the construction documents. Architect's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work or in the activities of District or of separate contractors or subcontractors, while allowing sufficient time in Architect's professional judgment to permit adequate review. If at any time it appears that the time required for such review may result in a delay, Architect shall promptly notify District of the possibility of delay, and exercise best efforts to avoid or minimize such delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other

details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor as required by the contract documents. Architect's review shall not constitute approval of safety precautions nor, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(14) Architect shall interpret and attempt to resolve matters concerning performance of District and the contractor under the requirements of the contract documents on written request of either District or the contractor. Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of Architect shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings.

(15) District shall require each contractor to provide District with record drawings indicating the location and size of all underground or imbedded construction and utility connections or other subsurface structures or installations not covered in the original drawings, change orders, supplemental drawings, or shop drawings. District shall require the contractor to record such construction on reproducible drawings furnished to the contractor by District. Architect shall review the contractor's completed record drawings for general completeness based on Architect's site visits. Such a review by Architect shall not relieve the contractor of its responsibility for the accuracy or completeness of the information recorded.

(16) Provide a color schedule of all finished materials in the project for District's review and approval.

(17) Make final detailed on-site review of the work with representatives of District and contractor, including preparation of punch list.

(18) Collect from contractor and deliver to District all written guarantees, warranties, instruction books, diagrams, charts and as-built drawings as defined in the bid documents which are required of and assembled by contractor.

(19) Determine the date of final completion based on full completion of all punch list items and all requirements of the Project contract, and issue Architect's certificate of completion and final certificate for payment.

f. Post-construction Phase: After completion of Construction Phase services, Architect shall be available for reasonable consultation relating to the Project and the plans drawn by Architect and any disputes related thereto. At the request of the District, Architect shall provide to the District a written detailed analysis of Contractor claims as they relate to the plans and specifications. Architect shall attend meetings, at the request of District,

relating to: completion of any punch list or lists; any claim by the contractor or any subcontractor of extra work or delay due to the plans, alleged design flaws, alleged insufficient drawings, or the construction contract administration by Architect; or any other matter germane to the completion of the Project over which Architect had general or specific control or responsibility. Architect shall assist District in compiling information necessary for Project closeout and, if applicable, shall promptly take all necessary steps, within the Architect's control, to obtain a DSA closeout letter for the Project. Services after notice of completion that are not covered by this subparagraph shall be compensated as Additional Services.

g. Responsibility for Construction Costs:

(1) District's budget for the Project may include a contingency of ten percent (10 %) over and above any estimate of construction cost or evaluation prepared or agreed to by Architect

(2) Evaluation of District's budget for the Project, preliminary estimates of the probable construction cost and any updated estimates of the probable construction cost prepared by Architect represent Architect's best judgment as a design professional familiar with the construction industry. The parties recognize, however, that neither Architect nor District has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from District's budget for the Project or from any estimate of construction costs or evaluation prepared or agreed to by Architect.

(3) In preparing estimates of construction cost, the Architect shall include reasonable contingencies for design, bidding and price escalation as agreed to by the District.

(4) If bidding or negotiating has not commenced within sixty (60) days after Architect submits the construction documents to District, following review and approval by District's legal counsel, any Project budget shall be adjusted to reflect changes, if any, in the general level of prices in the construction industry.

(5) Should the lowest responsible bid received exceed Architect's final estimate of probable construction costs as accepted by District by more than ten percent (10%), District may:

- (a) award the contract and proceed with the Project;
- (b) authorize rebidding of the Project within a reasonable time;
- (c) cancel the Project and terminate this Agreement in accordance with Paragraph 13; or

(d) direct Architect to revise the Project scope and quality as required to reduce the construction cost.

(6) If District chooses to proceed under item 5(d) above, Architect shall as part of Basic Services make any changes in plans and specifications necessary to bring new bids within ten percent (10%) of such estimated cost. The modification of the contract documents shall be the limit of Architect's responsibility arising out of the estimate of probable construction cost. Architect shall be entitled to compensation in accordance with this Agreement for all services satisfactorily performed to date whether or not the Construction Phase is commenced.

(7) If the lowest responsible bid exceeds the final estimate of probable construction cost by less than 10% and District chooses to require revising the Project scope and quality to reduce the construction cost, Architect's services to make such revisions shall be compensated as Additional Services.

h. Consultants and Staff: District and Architect agree that the professional services under this Agreement require adequate staffing and continuity of qualified people. All key staff listed below have been approved by District and Architect and may not be changed without prior written approval of the District except when such staff cease to work for Architect. If District finds the performance of an approved individual not acceptable, District shall notify Architect who shall then take necessary corrective action. If unable to correct performance to District's satisfaction, Architect shall make appropriate staffing changes acceptable to the District.

<u>Position</u>	<u>Individual</u>	<u>Firm</u>
Architect of Record	Dan Hardin	Dan Hardin Architect
Design Architect	Nate Bisbee	Bisbee Arch. & Design
Principal Landscape Architect	Rob Cox	Tangram Landscape Arch,
Principal Engineer, Structural	Rich Burris	SDG Inc
Principal Engineer, Civil	Paul Bartholow	Brelje & Race Inc
Principal Engineer, Electrical	Chris Richards	GHD Inc
Principal Engineer, Mechanical	Tim Souza	TEP Inc

(1) All engineers and experts and consultants employed by Architect not listed herein shall be approved in writing in advance by District prior to their engagement. Architect shall supervise and shall be responsible for the work of consultants hired by Architect. Architect shall confer and cooperate with landscape architects, educational planners, and other professional consultants employed by District.

(2) Architect shall require each engineer and consultant listed above, prior to commencing any services relating to the Project, to provide District with evidence that each such engineer or consultant has in effect a policy of comprehensive general liability insurance, with the same limits, endorsements and requirements as specified in Paragraph 9 of this Agreement.

(3) Architect, as part of the Basic Services, shall furnish, at Architect's own expense, all draftsmen and clerical personnel necessary to perform the services described herein.

(4) Architect shall promptly notify District of reassignment or replacement of engineers, consultants and experts specified above. Architect shall also notify District of staff changes of all other key personnel working on the Project.

i. Modifications: Architect shall not make modifications to plans, designs or specifications which would increase the size or scope of the project or which would increase the probable cost of construction, without the prior express written instruction of District. Before performing any substantial work on any modification or change in design, plans or specifications, Architect shall notify District in writing of the amount of any increase in the probable cost of construction due to any such proposed modification or change. To the extent required, Architect shall obtain DSA approval for the modification.

j. Consultation: Architect shall consult as necessary with representatives of District and with representatives of any funding, licensing, or reviewing agencies or organizations concerned in the Project throughout the planning and construction of the Project and the post-construction phase noted above.

6. ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

The following services are not included in the Basic Services. These services shall be provided by Architect if authorized in writing by District, and shall be compensated as Additional Services.

- a. Analyses of District's needs, and programming requirements of the Project.
- b. Financial feasibility or other special studies.
- c. Planning surveys, site evaluations, environmental studies or comparative studies of prospective sites that are identified by the parties in writing as Additional Services.
- d. Design services relative to future facilities, systems and equipment that are not intended to be constructed as part of the Project or as later phases related to the Project.
- e. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to revise or verify the accuracy of drawings or other information furnished by District.
- f. Detailed quantity surveys or inventories of material, equipment and labor.

- g. Services required for or in connection with the selection of furniture and furnishing or equipment or articles not included in the construction contract.
- h. Services for planning tenant or rental spaces. Preparing contract documents required in connection with temporary housing during or related to construction.
- i. Revisions to drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given or are due to causes beyond the control of Architect.
- j. Preparing supporting data and other services such as extra drawings, estimates, studies, correspondence and presentations in connection with change orders if the change in the basic compensation resulting from the adjusted contract sum is not commensurate with the services required of Architect.
- k. Investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by District.
- l. Consultation concerning replacement of any work damaged by fire or other cause during construction.
- m. Professional services made necessary by the failure of performance, termination or default of the contractor or a subcontractor or by major defects in the work of the contractor or a subcontractor in the performance of the construction contract except as provided in paragraph 5(f).
- n. Preparing a set of reproducible record prints of drawings showing significant changes in the work made during the construction process, based on marked-up prints, drawings and other data furnished by the contractor to Architect.
- o. Ongoing services if the agreed upon initial construction schedule is exceeded by more than thirty (30) days through no fault of the Architect.
- p. As requested by the District in writing, preparing to serve or serving as an expert witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, that does not pertain in any way to Architect's services under this Agreement.
- q. Any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice.
- r. Preparation time and materials for presentation to community for all required community meetings in excess of four, excluding District board meetings.
- s. Drawings and documents required for the demolition process if not part of the Project.

- t. Services for the following disciplines: detailed cost estimating, acoustical engineering, signage and graphics (other than for code-required signage), energy management, food service, off-site civil engineering, and security engineering.
- u. Special presentation models, renderings or mock-ups.
- v. Changes to previously prepared documents other than those changes for which Architect should have reasonably foreseen, due to enactment or revisions of codes, laws or regulations or changes in official interpretations.
- w. Seeking variances or changes to agency guidelines on behalf of District when so directed by District.
- x. Formal value engineering and detailed life-cycle cost analyses beyond those normally provided or required to meet the approved construction budget.
- y. Preparation of design and documentation for alternate bid or proposal requests by District when not required to meet the approved construction budget.
- z. Preparing District-generated addenda during the Bidding Phase other than those needed to clarify the construction documents.
 - aa. Assistance with environmental and EIR studies other than those which would normally be required to complete Architect's Basic Services
 - bb. Coordination of construction performed by District's own forces or coordination in connection with equipment supplied by District and not reflected within the contractor's construction costs.
 - cc. Providing assistance in the utilization of any equipment or system such as preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
 - dd. Services related to furniture, furnishings, equipment or other articles incorporated in to the construction documents by Architect and not included in the construction contract.
 - ee. Services related to manufactured relocatable buildings specified or coordinated by Architect and not included in the construction contract.
 - ff. If the Project is suspended by District for more than ninety (90) consecutive days through no fault of Architect, the parties shall negotiate equitable adjustment to Architect's compensation due to such suspension.

7. RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

- a. Make available to Architect all necessary data and information concerning the purposes and requirements of the Project, including realistic scheduling and budget limitations and a program which sets forth District's objectives, space requirements and relationships, site requirements, facilities standards, special equipment and systems.
- b. Upon Architect's request, furnish Architect with a survey in an electronic CADD format approved by Architect of the Project site prepared by a registered surveyor or civil engineer which shall indicate legal limitations, existing structures, land features, improvements, sewer, water, gas, electrical and utility lines and locations including inverts and depths, topographical information and boundary dimensions of the site, and provide a soils investigation report, if required by law, and a geological report.
- c. Pay all fees required by any reviewing or licensing agency.
- d. Designate one or more representatives authorized to act as liaison between Architect and District in the administration of this Agreement and the construction contract.
- e. Furnish at District expense the services of any Project inspector agreed to or required by law.
- f. Review all documents submitted by Architect and notify Architect of decisions thereon within a reasonable time after submission.
- g. Issue any orders to contractors through Architect or with notice to Architect.
- h. Notify Architect in writing of any deficiencies in material or workmanship becoming apparent to the District during the contractor's guarantee period.
- i. Retain a testing service for materials testing and inspection as required by the Department of General Services, Division of State Architect, Office of Regulatory Services, Title 24 of the California Code of Regulations, and the Uniform Building Code with California.
- j. Provide copies of floor plans of existing buildings to be remodeled, if applicable and if available.

8. INDEMNITY

Architect shall defend and indemnify District and its officials and employees against any and all claims, demands, liability, losses, damages, and expenses, including attorneys' fees and court costs (collectively, 'Claims'), which arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Architect and are in any way connected to the work

covered by this Agreement. However, Architect shall have no obligation to defend or indemnify District Parties against Claims caused by the sole negligence or willful misconduct of District Parties.

9. INSURANCE

Architect, at Architect's sole cost and expense, shall maintain at all times during the life of this Agreement, personal injury and property damage insurance for all activities of Architect and its employees, agents and consultants arising out of or in connection with this contract, written on a comprehensive or commercial general liability form, in an amount no less than \$2,000,000 combined single limit personal injury and property damage for each occurrence in an annual aggregate of no less than \$4,000,000 or as may be agreed upon in writing between District and Architect. Such insurance must be written by an admitted company or companies licensed to do business in the State of California at the time the policy is issued, and acceptable to District.

a. Endorsements: The general liability coverage specified above shall be endorsed with the following specific (or equivalent) language:

(1) The District is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured.

(3) The insurance provided herein is primary and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days written notice given to District.

b. Errors and Omissions Insurance: Architect shall maintain in force for the period covered by this Agreement, professional liability (errors and omissions) insurance covering Architect's activities, in the amount not less than \$2,000,000 with an insurance carrier satisfactory to District. In addition, to the extent that the activities and services of engineers or consultants retained by Architect are not covered under Architect's professional liability insurance, Architect shall require each engineer and consultant to obtain and maintain a policy of professional liability insurance in an amount of not less than \$2,000,000 with an insurance carrier satisfactory to District, before commencing services on the Project.

Architect shall provide a copy of the insurance policies to the District upon request, and the policies, or certificates thereof, must contain the provision that the insurance cannot

be canceled until thirty (30) days after written notice of intended revocation has been given to District

c. Workers' Compensation Insurance: Architect and all engineers, consultants, and subcontractors Architect intends to employ shall maintain, for the period covered by this Agreement, workers' compensation insurance as required by California law, with an insurance carrier satisfactory to District, for all persons whom they may employ in carrying out the work contemplated under this Agreement. If Architect is self-insured, Architect shall furnish a valid Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California. The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to District.

d. Documentation: Prior to execution of this Agreement, Architect shall submit for District approval, certificates of insurance showing the limits of insurance provided and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, Architect shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

e. Miscellaneous: If Architect or its consultants fails to maintain the required insurance, District may take out insurance to cover any damages for which District might be held liable on account of Architect's failure to pay such damages or to provide the required insurance coverage, and deduct and retain the amount of the premiums from any sums due Architect under the Agreement to the extent such a credit can be applied, and Architect, upon demand, shall immediately pay any difference to District. Nothing herein contained shall be construed as limiting in any way the extent to which Architect or any Architect's employees, agents, consultants, or subcontractors may be held responsible for payment of damages resulting from its operations.

10. ERRORS AND OMISSIONS:

In addition to any other remedy which may be available to District under this Agreement or under the laws of the State of California, District may require Architect to pay all reasonable costs made necessary and to the extent caused by any negligent or intentional error or omission of Architect or any subconsultant, including, but not limited to, costs for the removal or replacement of materials and labor or both, and Architect shall not receive any fee for any of its work performed in correcting said error or omission. Notwithstanding the foregoing, District shall pay for the cost of any actual materials and labor that were omitted for any reason, but only to the extent the contract price obtained from the contractor was lower by reason of the omission.

11. COMPLIANCE WITH LAWS

a. Architect's services and performance under this Agreement shall meet the standard of due care for architects in the community in which the Project is being constructed. Using reasonable professional judgment, Architect shall determine compliance with and

interpretation of all applicable requirements of federal, state and local law including, but not limited to, the Uniform Building Code with California amendments, the Education Code, Title 19, and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services, as these codes and regulations may be amended from time to time. Conflicts of codes or regulations which should be disclosed, based on Architect's reasonable professional judgment and based on the Project schedule, scope of services or significance of the conflict, shall be made known to District and its legal advisor. District shall decide the course of action after recommendation, if any, by Architect and the legal advisor.

b. Architect and all engineers, and consultants retained by Architect in performance of this Agreement shall be licensed as required by law to practice in their respective professions.

12. RECORDS

Architect shall maintain all records concerning the Project for a period of four years after the completion of the third phase of the work of which the Project constitutes the first phase, or a longer term if there is litigation regarding the Project. Architect shall keep and maintain full and complete documentation and accounting records concerning all additional services performed that are compensable by other than a flat rate. Architect shall make such documents and records available to authorized representatives of District for inspection or audit at any reasonable time and shall provide copies thereof to District upon request.

13. TERMINATION OF CONTRACT

a. District shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Architect and upon compensation to Architect as set forth above. If District terminates this Agreement under this provision the parties shall be relieved of the remaining executory obligations of the Agreement except for such liability arising out of services performed prior to the date of termination.

b. District may, at its election, terminate this Agreement if Architect defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days following written notice, or if the default cannot be cured within 15 days, fails to commence to cure such default within said 15 day period and thereafter diligently to prosecute such cure and complete the cure within a reasonable time following written notice and demand from District. If District terminates this Agreement based upon the material default of Architect, District shall be entitled to pursue any remedy available under the law against Architect including, without limitation, an action for damages for breach of contract.

c. Architect may, at its election, terminate this Agreement if District defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days, or if the default cannot be cured within 15 days, fails to commence to cure such default within said 15 day period and thereafter diligently to prosecute such cure and complete the cure within a reasonable time following written notice and demand from Architect. If Architect terminates this Agreement based upon the material default of District, Architect shall be entitled to pursue any

remedy available under the law against District, including, without limitation, an action for damages for breach of contract.

d. Upon termination of this Agreement for any reason, Architect shall promptly and without further cost or charge to District, deliver to District all of the documents and other work product relating thereto.

14. ARCHITECT AN INDEPENDENT CONTRACTOR

Architect and District agree that in the making and performance of this Agreement, Architect and its agents are independent contractors and are not and shall not be construed to be an officer or employee or partner or joint venturer of District.

15. STANDARDIZED MANUFACTURED ITEMS

Architect shall consult with and cooperate with District's staff in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor covering, shall be standardized to District's criteria so long as the same does not materially interfere with building design. Architect is responsible for ensuring that any specification calling for a designated material, product, thing, or service by a specific brand or trade name is drafted in compliance with Section 3400 of the Public Contract Code and related provisions.

16. OWNERSHIP OF DOCUMENTS

All plans, including, but not limited to, record drawings, specifications, and estimates prepared by Architect pertaining to the Project pursuant to this Agreement shall be and shall remain the property of District. Nothing in this paragraph shall preclude District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on or adjacent to the site.

Any use or re-use or modification of any portion of the plans, specifications, or estimates or other documents prepared by Architect under this Agreement by District or any other person with District's consent, for any purpose other than as contemplated in this Agreement, shall be at the sole risk of District and without liability to Architect, with no warranty of merchantability or fitness, and District shall indemnify, hold harmless and defend Architect and its officers, directors, agents, employees and consultants from all claims of any kind arising out of such use, re-use or modification of said plans, specifications, estimates or other documents prepared by Architect.

After the completion of this Project, Architect shall not permit any reproductions to be made of any District-owned documents without the written approval of District, which approval District may grant or withhold in District's absolute discretion, and shall refer all requests for such documents by other persons to District.

The Architect and District shall have the right to include photographic or graphic representations of the design of the Project among their respective promotional and professional materials.

17. DISPUTE RESOLUTION PROVISIONS

a. Non-binding Mediation

(1) Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to non-binding mediation if the parties mutually agree.

(2) A request for mediation shall be filed in writing with the other party to this Agreement.

(3) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

b. Advisory Arbitration

Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to advisory arbitration if the parties mutually agree. Prior to arbitration, the parties may endeavor to resolve disputes by mediation in accordance with the mediation provisions above.

18. SUCCESSORS AND ASSIGNMENTS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Architect shall not assign or transfer by operation of law or otherwise any or all of Architect's rights, burdens, duties, or obligations, professional or otherwise, without the prior written consent of District's Governing Board, which consent District may grant or withhold in District's absolute discretion. Any attempted assignment without such consent shall be invalid.

19. TIME SCHEDULE

a. Time Schedule: Time is of the essence in the performance of this Agreement. Architect shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Architect shall submit for District's approval, as part of Exhibit A hereto, a schedule for the performance of Architect's services which shall be adjusted, as required, as the Project proceeds, and shall include allowance for periods of time required for District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. Once District approves the performance schedule, Architect shall perform its obligations hereunder prior to the occurrence of each scheduled

performance deadline unless District has approved a time extension in writing. Architect shall at all times maintain adequate and competent staffing and resources necessary for the timely performance of Architect's services under this Agreement. Architect shall review and respond to submittals, requests for information, and the like, as expeditiously as possible to avoid delays in the work.

b. Delays: If Architect is delayed in Architect's services by acts of District or its employees or those in a direct contractual relationship with District or by the California Department of General Services or other agencies having jurisdiction over the Project or by acts of God or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of Architect, the time for Architect's performance shall be extended accordingly. Notwithstanding the foregoing, Architect shall endeavor to avoid or minimize such delay. District shall not be liable for the damages to Architect on account of such delays.

20. HAZARDOUS MATERIALS

Unless otherwise specified, the services provided under this Agreement do not include the discovery, identification, removal, handling, or disturbance of any hazardous substances or materials at the project site. If such substances or materials are knowingly encountered by Architect, construction work shall cease in that area and District shall be notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to District.

21. SCHOOL SITE CONDITIONS

District has determined that fingerprinting is not applicable to this Agreement. Architect expressly acknowledges that the following conditions shall apply to any work performed by Architect, Architect's employees or Architect's subconsultants ("Architect representatives") on a school site (and "work" as used in the preceding clause shall mean any entry on to District property for any reason): (1) Architect representatives shall check in with the school office each day immediately upon arriving at the school site; the District may assign a District employee to supervise the representative at the site; (2) Architect representatives shall inform school office staff of their proposed activities and specific location at the school site; (3) Once at such location, Architect representatives shall not change locations without contacting the school office; (4) Architect representatives shall not use student restroom facilities; and (5) if an Architect representative finds himself/herself alone with a student, he/she shall immediately contact the school office and request that a member of the school staff be assigned to the work location

22. MISCELLANEOUS

The following terms and conditions shall apply to this Agreement:

a. Governing Law and Venue: This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Venue shall be in the Superior Court of the State of California in the County of Sonoma, and no other place.

b. Entire Agreement: This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person that are not incorporated herein, and that any other agreement shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

c. Severability: Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

d. Non-Waiver: None of the provisions of the Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. District's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision.

e. Discrimination Prohibited: It is the policy of District that in connection with all work or services performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. Architect agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code section 12900, et seq. In addition, Architect agrees to require like compliance by any consultants or subcontractors employed on the Project.

f. Disabled Veterans Participation Goals: In accordance with Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such Project, Architect shall provide appropriate documentation to District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that District can assess its success at meeting this goal.

g. Retention of DVBE Records: Architect agrees that, for all contracts subject to DVBE participation goals, the State and District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Architect agrees to provide the State or District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records.

Architect agrees to maintain such records for a period of three years after final payment under the contract.

In witness whereof, the parties have executed this Agreement this 17 day of September, 2018.



ARCHITECT: Dan Hardin Architect, C31756
a Sole Proprietor
136 Massimo Circle
Santa Rosa CA 95404

DISTRICT: Alexander Valley School District
8511 California Highway 128
Healdsburg CA 95448

By: _____
Dan Hardin
Principal
CA License No.: C31756

By: _____
Matthew Reno
Principal/Superintendent
Alexander Valley School District

EXHIBITS:

Exhibit A: Project Schedule
Exhibit B: Fee
Exhibit C: Hourly Billing Rates

Exhibit A – Project Description and Schedule

1. Meet with AVS Facilities Committee and select individuals from District and community to review, refine and confirm project program in line with district budget of \$5.0 million. This may include fast tracking a modular classroom building for summer 2019 construction while masterplanning other campus improvements for construction after summer 2019.
2. Design new multi-purpose building including stage, kitchen, restrooms, sound system, tables and chairs, pantry, sized for a reduced-scale elementary school basketball court, and two additional rooms for conferences & meetings
3. Design new kindergarten classroom, approximately 1,280 square feet, with bathroom.
4. Design/coordinate new or relocated kindergarten playground with district’s playground vendor
5. Campus improvements incorporating visual unity, safety, landscape and grounds, and DSA mandated improvements

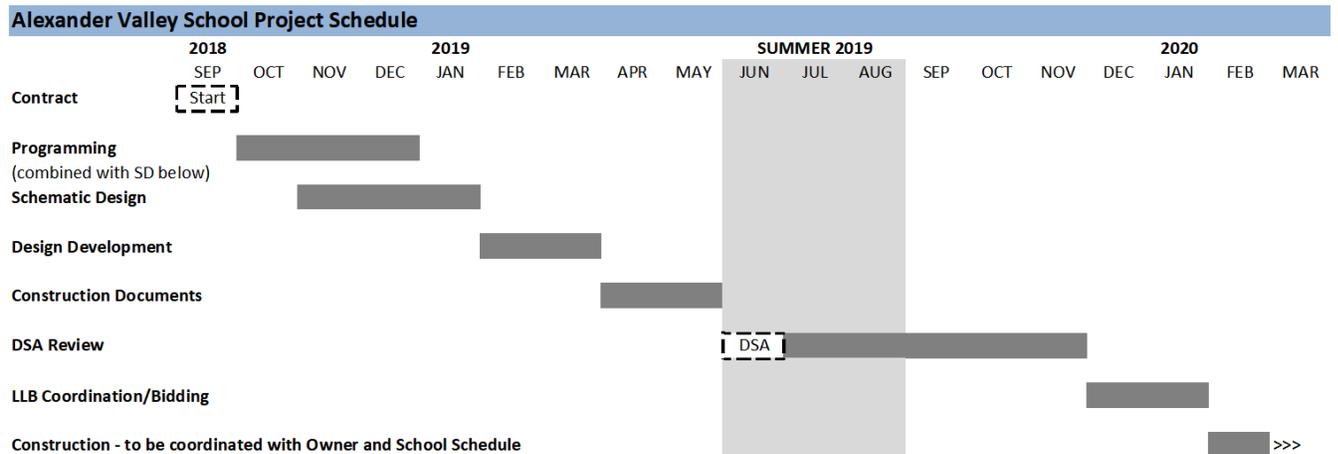


Exhibit B – Tasks and Responsibilities

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
A	Project Administration Services (throughout all phases)				
1	Project Team Selection				
	- Selection of District's additional consultants (soils, seismic, geo-hazard, haz-mat, const. mgrs., financing, energy mgmt., schedule & claims analysts, legal, financing, inspectors, other.)	√			
	- Coordination of District's additional consultants	√			
2	Project Communications				
	- Develop/implement a Community Relations & Public Information Plan	√			
	- Special board presentations & community meetings	√		√	
	- Special status reports to Board & Oversight Committee	√			
	- Establish & maintain web page	√			
3	Project Administration meetings				
	- As required for A/E basic services		√		
	- Other than required for A/E basic services			√	
4	Agency consultations/approvals				
	- Local Fire Marshal		√		
	- State Office of Reg. Services (DSA, SFM)		√		
	- State Department of Education, School Facilities Planning Approvals (if applicable)		√		
5	Prepare applications & supporting documents (as applicable to architects)				
	- state funding applications	√			
	- DSA application & approval		√		
B	Programming, Planning & Evaluation Services				
1	Special investigations				
	- Geotechnical and soils engineering	√			
	- Hazardous materials reports & studies	√			
2	Investigation of unknown existing conditions	√			
	- Property surveys/building measurements (if not available from existing drawings)	√			
	- On-site utility studies (locations, condition, capacity, etc.)	√			
	- Off-site utility studies (locations, condition, capacity, etc.)			√	
3	Comprehensive ADA compliance study			√	
4	Develop detailed program				
	- Educational specifications/program, design criteria & standards	√			
	- Detailed space/adjacency programming	√			
	- Food service plan/program	√			
	- Equipment program	√			
5	Assistance with environmental, Negative Declaration & EIR studies				
	- Ecological studies and mitigation measures	√			
	- Traffic, noise, off-site parking, etc.	√			
	- Hearings and community meetings	√		√	

C	Schematic Design Phase				
1	Review of program and budget		√		
2	Field verification of existing conditions		√		
3	Code documentation & interpretations		√		
4	Schematic site and building plans		√		

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
5	Preliminary sections and elevations		√		
6	Preliminary interior elevations of key spaces		√		
7	Room data sheets and/or finish schedules		√		
8	Preliminary selection of systems & materials		√		
9	Develop approximate dimensions & areas		√		
10	Preliminary description of engineering systems (mechanical, electrical, civil, structural) site only		√		
11	Outline specifications of major materials, systems and equipment		√		
12	Construction cost estimates; probable construction cost		√		
	- Unit cost estimate		√		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			√	
13	Presentation models and/or renderings			√	
14	In-house constructability reviews				√
D	Design Development Phase				
1	Code documentation & interpretations		√		
2	Plans, sections, interior and exterior elevations		√		
3	Development of site plan		√		
4	Development of landscape plan, if required by District			√	
5	Typical construction details		√		
6	Equipment layouts			√	
7	Developed description and drawings of engineering systems (mechanical, electrical, civil, structural) site only		√		
8	Preliminary building specifications		√		
9	Preliminary interior design (fixed furniture, furnishings and equipment included within construction contract)		√		
10	Furniture, furnishings and equipment <u>not</u> included within construction contract			√	
11	Construction cost estimates; probable construction cost		√		
	- Unit cost estimate		√		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			√	
12	Presentation models and/or renderings			√	
13	In-house constructability reviews				√
E	Construction Documents Phase				
1	Code documentation & interpretations		√		
2	Preparation of building construction plans		√		
3	Prepare color boards		√		

4	Final building specifications		√		
5	Furniture, furnishings and equipment				
	- Included within construction contract		√		
	- <u>Not</u> included within construction contract	√		√	
6	Develop detailed documentation on Construction Phasing Program or Multiple Contract Delivery	√			
7	Construction cost estimates; probable construction cost		√		
	- Update of DD phase unit cost estimate		√		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			√	
8	Prepare bidding and procurement forms; Construction Specifications		√		
9	Prepare Conditions of the Contract (Divisions 0 & 1)		√		
10	Develop Project Manual		√		
11	Presentation models and/or renderings			√	
12	In-house constructability reviews				√

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
F	Other Design Services				
1	Hazardous materials identification/determination of mitigation measures	√			
2	FF&E design (furnishings & movable equipment)	√		√	
3	Graphic & signage design	√		√	
	- Fire/life safety graphics & signage; site only		√		
	- Other graphics & signage; site only		√		
4	Mock-up services (workstations, classroom design, etc.)	√		√	
G	Bidding Phase Services				
1	Advertisement to potential bidders		√		
2	Pre-qualification of bidders	√			
3	Pre-bid conferences		√		
4	Distribution of bidding documents		√		
5	Distribution of special bidding/negotiation addenda		√		
6	Response to bidders' questions and provide clarifications		√		
7	Report bidding results & identify apparent low bidder		√		
8	Bid dispute resolution	√			
9	Contract award processing; issue Notice to Proceed	√	√		
H	Contract Administration Services				
1	Plan & manage move-in & out activities including temp. facilities	√			
2	Site visits/observation				
	- Scheduled meetings (as quantified in scope of services)		√		
	- Additional meetings			√	
3	Timely file with DIR the PWC-100 form re labor compliance & notice of award		√		
4	Coordination of other construction activities				√
	- Removal of non-conforming portables	√			
	- Demolition and/or removal of other structures	√			
	- Moving of utilities underground	√			

	- Utility hookups		√		
5	Multiple contract administration or multiple phase coordination efforts for single project			√	
6	Submittals & substitutions; building not included				
	- Review and respond to Contractors' proposed submittal schedules		√		
	- Receive, process, distribute submittals, shop drawings, & substitutions		√		
	- Review submittals and shop drawings		√		
	- Review proposed substitutions		√		
7	Requests for Information/Clarifications; building not included				
	- Receive, process & distribute requests		√		
	- Evaluate and respond to requests		√		
8	Change orders				
	- Receive, process & distribute Change Orders		√		
	- Changes stemming from A/E documents		√		
	- Owner and contractor initiated changes			√	
	- Review, analyze and/or negotiate prices with contractors			√	
9	Testing and inspection administration; No supervision	√			
10	Maintain official construction logs				
	- Change order log		√		
	- Request for Information (RFI) log		√		
	- Submittal log		√		

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
11	Contract cost accounting; Review only				
	- Maintain records of payments	√			
	- Coordinate & assemble contractors' payment applications	√			
	- Approve & process contractors' payment applications		√		
12	Interpretations and decisions				
	- Relating to construction documents/specifications		√		
	- Relating to General Conditions	√			
13	Project closeout; not including building				
	- Preliminary and final punch lists		√		
	- Determination of payment withholdings		√		
	- Issuance of Certificates of Substantial Completion		√		
	- Securing and receipt of sureties	√			
	- Receipt & review of warranties & manuals		√		
	- Receipt & review of waivers of liens	√			
	- Issuance of final Certificates of Payment; See #11		√		
	- Project closeout with DSA		√		
14	Construction tours (students & community)		√		
I	Post-Construction & Facility Operation Services			√	
1	Record Drawings				
	- Develop record drawings based on contractor supplied information				√
	- Review record drawings for completeness		√		
	- Compile drawings & forward to District				√
	- Update contract documents to incorporate changes			√	
2	Warranty review				√

3	Detailed analysis or response to Contractor claims not due to fault of Architect			√	
4	Staff training (operating & maintaining equipment and systems)				√
5	Post-construction facility reviews (operations & performance review)				
	- Post occupancy facility review meeting		√		
	- Document defects or deficiencies			√	
	- Prepare instructions to Contractors for correction of defects			√	
6	Project promotion	√			
7	Community tours		√		

Exhibit C – Compensation and Schedule of Hourly Billing Rates

The Architect's total compensation consists of basic services, additional services and reimbursable expenses as follows:

Basic Services

The Architectural fee arrangement for Basic Services may be any of the following options:

1. A lump sum amount mutually agreed to, calculated based on the fee schedule described below, or estimating hours at billing rates or by negotiation of a mutually acceptable amount.
2. A percentage of construction cost based on a mutually agreed formula or fee schedule as described below.
3. Time and material at rates in the Agreement with an estimated not-to-exceed amount.
4. A combination of these options, as described below, for example a percentage fee through Schematic Design or Design Development after which the final lump sum fee shall be negotiated or calculated on a pre-agreed formula based on the Architect's scope definition and cost estimate.

For Basic Services under this Agreement, the parties have agreed to a fee, under option 2 above, of an amount to be determined by the parties.

The Fee Schedule is as follows:

Option 2: BASIC SERVICES: For all "basic services" compensation in the amount of a percentage of actual construction cost as follows:

All fees are based on the stated percentage of "total construction costs" for the project and the said compensation applies to work let under a single construction contract. "Total construction costs" for purposes of this paragraph shall mean the total amount of money derived by adding the contractor's bid for the project accepted by DISTRICT and any additive Change Orders agreed to by DISTRICT and the contractor (deductive Change Orders, deductive Bid Alternatives and Additive Bid Alternatives not Awarded shall not reduce "total construction costs" for purposes of this paragraph).

Each portion of the project let separately on a segregated bid basis shall be considered a separate project for purposes of determining the fee.

FEE SCHEDULE

- a) Eleven percent (11%) of the first Million Dollars (\$1,000,000) of computed cost.
- b) Ten percent (10%) of the next Million Dollars (\$1,000,000) of computed cost.
- c) Nine percent (9%) of the next Two Million Dollars (\$2,000,000) of computed cost.
- d) Eight percent (8%) in excess of Four Million Dollars (\$4,000,000) of computed cost.

Alexander Valley School - Design Team Fees

Design Cost Estimate \$5,000,000

<u>Contract Amount</u>	<u>Percentage Rate</u>	
first (\$1 mil)	11%	\$110,000
second (\$1 mil)	10%	\$100,000
next (\$2 mil)	9%	\$180,000
excess of (\$4 mil)	8%	\$80,000
Total Fee		\$470,000

<u>Design Phase</u>			<u>Cumulative Fee</u>
Schematic Design	15%	\$	70,500
Design Development	20%	\$	164,500
Construction Documents	35%	\$	329,000
Agency Approval	4%	\$	347,800
LLB Coordination	5%	\$	371,300
Construction Observation	20%	\$	465,300
DSA Closeout	1%	\$	470,000
Total:	100%		\$ 470,000

Additional Services

Any additional services that may be required during the Project must be requested by Architect and approved in writing by District before they are performed. Additional Services shall be compensated as described in Article 4.

Reimbursable Expenses

The Architect has estimated and the District has accepted the following reimbursable expenses to be billed at 110% of cost. The Architect may not exceed the total estimated amount unless approved in writing by District in advance.

Automobile travel (not included in this contract)
Telephone (not included in this contract)
Printing
Plotting
Models and mockups (provided as an Add Service when requested)

Fire Water Engineering: Fire water storage, stand-pipe, and sprinkler engineering as required by building code and local fire department will be a reimbursable expense at 110%.

Estimated reimbursable expenses:

Printing & plotting: \$2,600

Fire Sprinkler & Water Storage Engineering: \$16,000

Standard Hourly Billing Rates

The following hourly rates shall be used for any time and materials services above or for any calculation of future services:

Architect – Principal	\$ 160 /hr.
CAD/BIM Draftsperson	\$ 110/hr.
Admin/Clerical	\$ 95 /hr.

The above rates are effective January 1, 2018, and are in effect for the calendar year 2018. On January 1 of each of the subsequent years, the above rates shall be adjusted in accordance with the Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics for “All Urban Consumers” in “San Francisco-Oakland” for “All Items.”

INTERAGENCY AGREEMENT

Transportation Procedures to Ensure School Stability for Foster Students

Section 1. Parties

The parties to this Interagency Agreement (“Agreement”) are: The Local education Agency (“LEA”): See Exhibit A for list of LEAs, and the Sonoma County Human Services Department, Family, Youth, and Children’s Services Division (“FYC”).

Section 2. Intent

It is the intent of the parties that this Agreement function as the procedures governing how transportation to maintain foster students in their school of origin when it is in their best interest will be provided, arranged, and funded for the duration of the time in foster care, as required by the Every Student Succeeds Act (“ESSA”) (114 P.L. 95, 129 Stat. 1802).

Section 3. Definitions

A. Foster Student

Education Code section 48853.5 defines a foster child as “a child who has been removed from his/her home pursuant to Section 309 of the Welfare and Institutions Code, is the subject of a petition filed under Section 300 or 602 of the Welfare and Institutions Code, or has been removed from his/her home and is the subject of a petition filed under Section 300 or 602 of the Welfare and Institutions Code.”

B. School of Origin

The school of origin is the school in which the child was enrolled before entering foster care. If a child’s foster care placement is changed, the school of origin is the school where the child was enrolled when the placement changed.

C. Best Interest Determination

Under federal and California law, a child in foster care shall remain or enroll in his/her school of origin, unless a determination is made that it is not in the child’s best interest to attend the school of origin. Factors to consider when determining if maintaining school of origin enrollment is in the foster student’s best interest include: the appropriateness of the current educational setting; the proximity of the placement; duration of enrollment; time of placement change; type of transportation available; traffic patterns; flexibility in school schedule; and the student’s maturity and behavioral capacity.

D. Additional Cost

Additional costs are the difference between what LEA would otherwise spend to transport a student to his/her assigned school based on existing transportations options currently available within the LEA, and the cost of transporting a child in foster care to his/her school of origin.

Section 4. Identification of LEA and FYC Representative

LEA shall be responsible for providing FYC prior to the start of each school year, but no later than the third day of school, the contact information for the LEA representative assigned to address foster youth issues. This duty can be satisfied by providing this information to the Sonoma County Office of Education (“SCOPE”), which is maintained on SCOPE’s website:

<http://www.scoe.org/pub/htdocs/fys.html>.

FYC shall be responsible for providing LEA prior to the start of each school year, but no later than the third day of school, the contact information for the designated FYC foster youth representative.

Section 5. Identification of Students in Foster Care

In accordance with California Rules of Court 5.651(e)(1)(A), within one (1) business day of deciding on a change of a youth’s placement to a location that could lead to removal from the school of origin, FYC must notify the foster student’s attorney and education rights holder. In accordance with California Rules of Court 5.651(e)(1)(B), at least ten (10) calendar days prior to potentially changing the placement of a student who qualifies for services pursuant to the Individuals with Disabilities Education Act (“IDEA”), FYC will notify the LEA of the school of origin of the impending placement change.

Section 6. Best interest Determination Procedure

A. Notice of Request to Participate in Best Interest Determination

FYC will notify the LEA within one (1) business day upon learning that a student attending the LEA has been placed in foster care or will be removed to a foster home placement that is located outside the geographical boundaries of the LEA and that the best interest decision must be made.

B. Best Interest Determination

Pursuant to ESSA section 1111(g)(1)(E)(i), a child in foster care shall remain or enroll in his/her school of origin, unless a determination is made that it is not in the child’s best interest to attend the school of origin. The best interest determination is based on all factors relating to the child’s best interest, including the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement. The best interest determination shall be made and agreed upon by the LEA representative, FYC representative, the foster child, and the educational rights holder within two (2) business days of the child attaining foster student status or changing foster placements.

C. Notice of Final Best Interest Determination

The best interest determination and an explanation thereof shall be memorialized in writing by FYC and provided to LEA, the foster child, and the educational rights holder within (1) business day. If the foster student is remaining or enrolling at his/her school of origin, this notice triggers the need for the parties to collaborate under this Agreement to

establish the most cost-effective transportation procedures available for the student, considering the best interests of the student. If the foster student waives his/her right to remain or enroll at the school of origin and is transferring to a new school, FYC, the school of origin (or prior LEA) and new LEA shall coordinate to ensure that the foster student immediately enrolls in the new school in accordance with Education Code section 48853.5 and section 49069.5.

Section 7. Duration of Transportation

Transportation to and from school of origin and the foster placement will be provided for the duration of the child's time in foster care as long as it continues to be in the child's best interest. Pursuant to Education Code section 48853.5(f), if a child exits foster care before the end of a school year, LEA shall allow the former foster child who is in kindergarten or any of grades 1-8, inclusive, to continue his/her education in the school of origin through the duration of the academic school year, as long as it continues to be in the child's best interest. In addition, if a child exits foster care while enrolled in high school, LEA shall allow the former foster child to continue his/her education in the school of origin through graduation, as long as it continues to be in the child's best interests. FYC and LEA are not responsible for funding the additional costs of transporting a former foster student to and from his/her school of origin.

Section 8. Transportation for Foster Students Already Provided through Other Laws

Foster students may already have transportation plans provided through other laws or entitlements, such as an Individualized Educational Program ("IEP") pursuant to the IDEA the McKinney-Vento Homeless Assistance Act ("McKinney-Vento"), or Section 504 of the Rehabilitation Act of 1973 ("Section 504"). The LEA will assess whether the foster student is entitled to transportation services under another law or entitlement within one (1) school day of receiving notice of the final best interest determination. If the student is eligible for transportation under another law or entitlement, LEA will provide, arrange and fund the entire cost of the transportation.

Section 9. Transportation for Foster Students Placed at Resource Family Homes

A. Assessment of Transportation Options

Within three (3) school days of the final best interest determination, LEA and FYC will collaboratively assess all transportation options for maintaining the foster student at his/her school of origin and determine the best available transportation option. LEA and FYC shall consider the appropriateness of the options considering the student's age, experience, and behavioral capacity. Within one (1) school day of making the transportation determination, LEA shall give FYC and the child's educational rights holder written confirmation of the best available transportation mode agreed upon by both parties.

If the LEA is able to provide the best available transportation option to the foster student, *without incurring additional costs*, as defined in this Agreement, LEA will provide, arrange and fund the entire cost of the transportation.

B. Additional Costs

If the best available transportation option will cause LEA to incur additional costs, as defined in this Agreement, the LEA will submit a written Transportation Plan to FYC within one (1) school day of making the transportation determination. The Transportation Plan shall identify the additional costs incurred by the LEA. FYC agrees to fund the additional costs of transportation to and from school of origin for foster students placed at resource family homes.

Section 10. Transportation for Foster Students at Valley of the Moon Children’s Home (“VMCH”)

A. Assessment of Transportation Options

Within three (3) school days of the final best interest determination, LEA and FYC will collaboratively assess all transportation options for maintaining the foster student at his/her school of origin and determine the best available transportation option. LEA and FYC shall consider the appropriateness of the options considering the student’s age, experience, and behavioral capacity. Within one (1) school day of making the transportation determination, FYC shall give LEA and the child’s educational rights holder written confirmation of the best available transportation mode agreed upon by both parties. “Best available transportation mode” shall not be construed to mean the most expensive available option and costs associated with transportation shall be considered in determining the best available transportation mode. LEA shall not have any responsibility to pay costs, including additional costs, unless and until the LEA is provided with notice by FYC that the final best interest determination has been made for a student and a request is made, in accordance with this Section, to collaborate with the LEA on determining the best available transportation option.

If the LEA is able to provide the best available transportation option to the foster student, *without incurring additional costs*, as defined in this Agreement, LEA will provide, arrange and fund the entire cost of the transportation.

B. Additional Costs

If the best available transportation option will cause LEA to incur additional costs, as defined in this Agreement, FYC will submit a Transportation Plan to LEA within one (1) school day of making the transportation determination. The Transportation Plan shall identify the additional costs incurred by the LEA. LEA and FYC agree to equally share the additional cost of transportation: LEA and FYC will each individually pay fifty per cent (50%) of the additional cost stated in the Transportation Plan. As VMCH is a

short-term placement, LEA will only be responsible for its share of additional costs under this Section for twenty (20) school days of transportation provided pursuant to this Agreement per student per placement at VMCH.

Section 11. Potential Modes of Transportation

Potential modes of transportation for transporting foster students to and from a school of origin include, but are not limited to: existing school bus routes; public transportation; carpooling; altering or adding a school bus route; mileage reimbursement for parents of other students; mileage reimbursement for student to transport themselves; contracted transportation provider; contraction transportation provided by individuals or organizations.

Section 12. Cost Dispute

In case of dispute, FYC and LEA agree to work together in good faith in an attempt to resolve the matter. The Sonoma County Office of Education (“SCOE”) agrees to act as a facilitator to resolve any disputes among the parties. Prior to the filing of any complaint with an executive agency or court of competent jurisdiction, the party alleging a violation of this Agreement shall provide written notice describing the alleged violation and providing a requested remedy. The other party will have no less than ten (10) business days to respond in writing to attempt to resolve the matter.

During the pendency of an unresolved dispute, LEA and FYC will share the additional costs of transportation equally: LEA and FYC will each individually pay fifty per cent (50%) of additional costs.

Section 13. Automatic Review

Six (6) months from the date this Agreement was executed, the parties agree to meet and confer in good faith to ensure compliance with the payment obligations and the policies set forth in this Agreement.

Section 14. Term of the Agreement

This Agreement shall become effective as of December 11, 2017, and shall remain in effect until terminated by either FYC or LEA in accordance with this Section 14. Either FYC or LEA may immediately terminate this Agreement for “cause”. “Cause” is defined as a party’s failure to abide by the obligations imposed on that party by the MOU. Either FYC or LEA may terminate this Agreement without cause by giving the other party sixty (60) calendar days advance written notice. However, if the California Department of Education (“CDE”) issues a state foster youth transportation plan prior to the expiration of this Agreement, any party to this Agreement will have thirty (30) calendar days to submit a written request to the other party to meet and confer in good faith to revise this Agreement in accordance with the state’s foster youth transportation plan.

This agreement was executed on the following date: _____

Authorized signature for Local Education Agency (See Exhibit A)

Karee Pies

Authorized Signature Sonoma County Human Services Department

<u>District</u>	<u>Board President</u>	<u>Signature</u>	<u>Date of Governing Board Approval</u>
Alexander Valley Union	_____	_____	_____
Bellevue Union	_____	_____	_____
Bennett Valley Union	_____	_____	_____
Cinnabar	_____	_____	_____
Cloverdale Unified	_____	_____	_____
Cotati-Rohnert Park Unified	_____	_____	_____
Dunham	_____	_____	_____
Forestville Union	_____	_____	_____
Fort Ross	_____	_____	_____
Geyserville Unified	_____	_____	_____
Gravenstein Union	_____	_____	_____
Guerneville	_____	_____	_____

Harmony Union

Healdsburg Unified

Horicon

Kashia

Kenwood

Liberty

Mark West Union

Monte Rio Union

Montgomery

Oak Grove Union

Old adobe Union

Petaluma City

Petaluma Joint
Union High

Piner-Olivet Union

Rincon Valley Union

Roseland

Santa Rosa Elem.

Santa Rosa High Sch.

Sebastopol Union

Sonoma Valley Unified

Twin Hills Union

Two Rock Union

Waugh

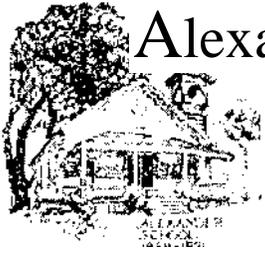
West Side Union

West Sonoma County
Union High

Wilmar Union

Windsor Unified

Wright



Alexander Valley Union School District

Matt Reno
Superintendent-Principal

10/8/18

To: AVUSD Trustees
Re: District of Choice Renewal for 2019-2020

Dear Trustees,

We recently learned the California Department of Education has established October 15th, 2018 as the deadline to annually renew our school district as a District of Choice for the 2019-2020 school year.

At this time, the state continues to project funding at 25% of the LCFF per pupil rate. This was reduced from the 75% per pupil rate at the conclusion of the 2016-17 school year. Even with the 25% LCFF per pupil rate, our district has received approximately \$27,000 of additional revenue to our general fund budget.

As a reminder, as seen in a most recent example, being a District of Choice means the district must follow the legislative requirements set forth through District of Choice qualification language/requirements. One such requirement was implemented in the 2017-18 school year and found in our current lottery process of including NSLP and Active Military behind residents, and siblings. To date, I have not been informed of any other District of Choice requirements that could impact our district for the 2019-2020 school year.

Sincerely,
Matt