

LAGUNITAS SCHOOL DISTRICT

One Lagunitas School Road
San Geronimo, CA

SPECIAL MEETING OF THE GOVERNING BOARD

THURSDAY, JUNE 1, 2023

Closed Session: 5:30 pm - (Staff Lounge)

Open Session: 6:30 pm - (Middle School Room 14)

Richard Sloan, President

Aaron Michelson, Clerk

Denise Bohman

Steve Rebscher

James Sanders

Laura Shain, Superintendent/Principal

1. CALL MEETING TO ORDER:

Richard Sloan, Chair

2. APPROVAL OF CLOSED SESSION AGENDA:

Board Members will approve the Closed Session Agenda.

3. PUBLIC COMMENTS ON CLOSED SESSION AGENDA:

Members of the public may address the Board regarding items on the Agenda as such items are taken up or, for closed session items, prior to board adjournment to Closed Session.

4. RECESS TO CLOSED SESSION:

Board Members will recess to Closed Session.

Closed Session Agenda:

- 4.1. Pursuant to Section 54957.6: Conference with Labor Negotiators; Certificated, Classified, Management/Confidential
- 4.2. Pursuant to Section 54956.9 (d): Conference with Legal Counsel-Anticipated Litigation
- 4.3. Pursuant to Section 54957: Public Employee Appointment/Discipline/Dismissal/Release
- 4.4. Reconvene in Open Session

5. REPORT OUT FROM CLOSED SESSION

6. INTRODUCTIONS

7. PUBLIC COMMENTS:

This is an opportunity for the public to address the Trustees on matters related to school business that are not on the agenda. No comment, discussion, deliberation, or action can be taken by the Trustees unless the matter is placed on the agenda.

8. APPROVAL OF OPEN SESSION AGENDA:

Board Members will review and approve the Open Session Agenda.

9. ITEMS FOR DISCUSSION / ACTION

- 9.1. San Geronimo Valley Community Center (SGVCC) Lease Agreement and First Addendum
- 9.2. Feasibility Study Report and Amended Memorandum of Understanding between San Geronimo Valley Community Center (SGVCC) and Lagunitas School District for Joint Use of Building and Courtyard.
- 9.3. Solar Field Contract Renewal Options
Our contract for the Solar Array on our field is due for renewal or ending this July.
- 9.4. Consider Updating School Name to Lagunitas Community School
The Lagunitas School District and its two schools, the Lagunitas School and the San Geronimo School, closely align with the practices of Community Schools. Adding the word "Community" to our future school name, the Lagunitas Community School, can better reflect our

identity and unique partnerships. Included in this discussion is the consolidation of our two schools into one for clarity and administrative efficiency.

10. HUMAN RESOURCES / ACTION ITEM

- 10.1. Authorize Interview Committee for the position of Instructional Assistants and Student Supervision for 2023-2024.

11. ADJOURN

The next regular meeting of the Board of Trustees of the Lagunitas School District is scheduled for Thursday, June 15, 2023 at 6:30 p.m.

LEASE AGREEMENT

This Agreement, dated June 13, 2013, is between the LAGUNITAS SCHOOL DISTRICT ("District") and the SAN GERONIMO VALLEY COMMUNITY CENTER ("Center").

RECITALS

- A. The District is the owner of real property situated at One Lagunitas School Road (PO Box 308, San Geronimo, CA) which is the site of the San Geronimo Community Center.
- B. Center is a non-profit corporation that provides community, educational, and recreational activities and programs for the benefit and enjoyment of students and the community.
- C. It is recognized and acknowledged by Lessee that the subject property is not Field Act compliant and has been found to be structurally unsafe under said Field Act.

In consideration of the terms and conditions set forth below, and in accordance with the Civic Center Act (Education Code sections 38130 et. seq.), the parties agree as follows:

1. Term/Premises Upon approval of this Agreement by the parties for a period of twelve (12) years contingent upon a satisfactory review by the lessor beginning July 1, 2013, Center may use San Geronimo Valley Community Center in Premises A ("Premises") for the purpose of operating its programs and activities in accordance with the terms of this Agreement. Such review will include: care and maintenance of facilities, consistency of sub-leases, community outreach programs, Community Center Board operations and procedures.
2. Utilities: Lessee agrees to pay Lessor the cost of the electric utility and water service attributable to the subject property, prorated based on the square footage percentage of the Center to the Lagunitas School campus. The Lagunitas School campus is 43,520 sq. ft. and the Center is 5,001 sq. ft. the percent allocation is 11.49%. The billing will be quarterly based on actual expenses incurred by the district or as mutually agreed to by the parties. In addition, the Lessee agrees to pay all vendor costs for telephone service, internet service, propane service and garbage service and all fees associated with these services.
3. Center's Use of Premises
 - a. Center shall not permit anyone to possess or consume alcohol, smoke tobacco products or use illegal drugs on the Premises. Center shall post and maintain signs on the Premises stating that the Premises are a smoke-free, alcohol-free, and drug-free zone.
 - b. The leased property, shall be used by Lessee solely for recreational, educational, community, child care, human services, and other community service purposes, provided that Lessee expressly agrees that the leased property will not be used in any manner as a building into which Lessor's pupils are required to enter, except as allowed by provisions of the Field Act. Lessee shall, in addition, at all times have no smoking signs posted.
4. District's Use of Premises. District reserves the right to use the Premises from time-to-time during school hours for instructional purposes provided notice is given to Center at least 30 days in advance and District's use does not conflict with any program or activity previously scheduled by Center. During school hours, Center shall permit District students, as part of scheduled school or class events, to enjoy or participate in the programs and activities (e.g., art or musical presentation) offered, sponsored, or permitted on the Premises by the Center.

Center agrees that such enjoyment or participation generally shall be at no cost to District students or District.

5. Criminal Background Review. All employees of the San Geronimo Valley Community Center providing direct services to programs that serve primarily minors shall be fingerprinted and shall pass the same security screening required of classified employees by the Lagunitas School District.

All volunteers of the San Geronimo Valley Community Center who perform their volunteer service on Lagunitas School District instructional days between the hours of 7:00 a.m. and 6:00 p.m. and who may be in close proximity to students of the Lagunitas School District shall be fingerprinted and shall pass the same security screening required of classified employees by the Lagunitas School District.

6. Supervision. Center at all times shall provide a sufficient number of Center employees to supervise programs and activities in a safe manner. Any program or activity to be conducted on the Premises during instructional days that is provided by anyone other than an employee of the Center shall at all times be supervised directly by an employee of the Center.
7. Use Fee. Commencing on July 1, 2013 through the end of the Term, Center shall pay no fee to District
8. Janitorial Services/Maintenance. Center shall be solely responsible for maintenance of the Premises. Center shall also be responsible for all regular janitorial services delivered to the Premises including, but not limited to, the provision of supplies (e.g., paper goods, light bulbs etc.). Center shall at all times keep the Premises in good order and repair.
9. Inspection. District retains the right to inspect the Premises at reasonable times to ensure compliance with the terms of this Agreement.
10. Alterations, Additions, and Improvements. Center shall not make alterations, additions, or improvements to the Premises without obtaining the advance, written consent of District. Any alterations, additions, or improvements shall be made at Center's expense and shall remain on and be surrendered with the Premises at the termination of this Agreement, unless otherwise agreed by District. Any person entering the San Geronimo Community Center to provide services on campus (e.g. construction, maintenance, janitorial) shall be subject to applicable laws and District rules and regulations regarding fingerprints, safety and security.
11. Waste/Compliance with Law. Center shall not commit waste on the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for an unlawful purpose. Center shall comply with all applicable laws and regulations including, but not limited to, those pertaining to occupancy and use of the Premises, operation of Center programs and activities, and non-discrimination. Center shall not use the Premises or permit anything to be done, which will create a hazardous condition, in or about the Premises. Center shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, including the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or

affected by Center's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Center in any action against Center, whether District is a party thereto or not, that Center has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the District and Center.

12. Surrender of Premises. Upon termination of this Agreement, Center shall return the Premises to District in as good condition as on the commencement date of the term, normal wear and tear excepted.
13. Insurance. Center: With respect to this Agreement, Center shall maintain insurance as described below:
 - a. Workers' compensation insurance with limits of \$1,000,000.00 or more with an insurance carrier satisfactory to the District in accordance with the "Workers' Compensation Insurance and Safety Act" originally approved May 26, 1913, and all amendments and supplements thereto. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District. In the event Center is self-insured, it shall furnish a certificate of permission to self-insure, signed by the Department of Industrial Relations Administration of Self-insurance, Sacramento, California."
 - b. Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$2,000,000.00 combined single limit for each occurrence. Said insurance shall include, but not be limited to: Premises and operations liability, independent contractors liability, and personal injury liability.
 - c. Each said comprehensive or commercial general liability insurance policy shall be endorsed with the following specific language:
 - (1) District, its officers and employees are named as additional insured for all liability arising out of the operations by or on behalf of the name insured in the performance of this 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 had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
 - (3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss, except for the sole negligence of District.
 - (4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.
 - d. Documentation: The following documentation shall be submitted to District:
 - (1) Properly executed Certificate of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.
 - (2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
 - (3) Upon District's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District's request.

- e. Policy Obligations: Center's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
 - f. Material Breach: If Center, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement.
14. Hold Harmless. To the fullest extent permitted by law Center shall hold harmless, defend and indemnify District, its governing board, officers, agents and employees, from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of the activities of Center or Center's invitees or guests in or about the Premises, whether or not there is concurrent passive or active negligence on the part of District, but excluding liability due to the sole negligence or willful misconduct of District. This obligation shall continue beyond the term of this Agreement as to any or omission that occurred during or under this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to Center or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
15. Independent Status. Center shall not represent itself or its programs or activities as a District program or activity. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the District and Center or Center's employees and agents.
16. Miscellaneous.
- a. Assignment: This Agreement shall not be assigned by Center or by operation of law without the advance written consent of District. Any attempt to so assign the Agreement without consent shall be null and void.
 - b. Notice: As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named below, or (b) when deposited in the United States or Campus mail in a sealed envelope or container, postage and charges paid if required addressed as follows:

Superintendent, Lagunitas School District
PO Box 308
San Geronimo, CA 94963

San Geronimo Valley Community Center
PO Box 194
San Geronimo, CA 94963

- c. Successors In Interest: The provisions and conditions of this Agreement shall extend to and bind the assignees or transferees, as permitted, under this Agreement and shall bind any successors in interest of the parties hereto.
- d. Property Taxes: Center is aware of the terms of Revenue and Taxation Code Section 107.6 (possessory interest tax). Pursuant to this Section, should this Agreement create a possessory interest as defined in Revenue and Taxation Code Section 107 and/or 107.4, such property interest may be subject to property taxation if created and Center may be subject to the payment of property taxes on such interest.
- e. Attorney's Fees: If any party brings an action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- f. Entire Agreement: This Agreement contains the entire agreement between the parties. The terms and conditions of this Agreement may be modified only by written agreement signed by the parties.
- g. Governing Law: This Agreement shall be governed and interpreted under the laws of the State of California and should any term, condition or provision be deemed to be invalid or unenforceable, the remaining terms and conditions shall be remain in full force and effect.
- h. Corporate Authority: The signatories hereto certify as to their authority to execute this Agreement as provided by their respective entities.

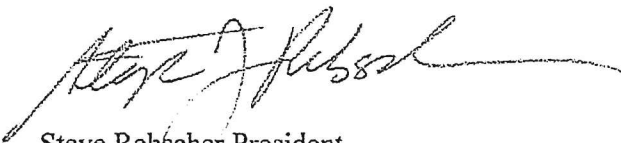
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Lagunitas School District

San Geronimo Valley Community Center

BY:

BY:



Steve Rebscher President
Lagunitas School District Board of
Trustees

Dave Cort, Director
San Geronimo Valley Community Center

First Addendum to the Lease Agreement

This Addendum is made and entered into the _____ day of _____, 2022 ("Effective Date"), by and between the LAGUNITAS SCHOOL DISTRICT (hereinafter referred to as "District") and the SAN GERONIMO VALLEY COMMUNITY CENTER (hereinafter referred to as "Center").

RECITALS

WHEREAS, the District and the Center entered into a Lease Agreement dated June 13, 2013 for the lease of the property located at 6350 Sir Francis Drake Blvd., San Geronimo, CA 94963 ("Agreement"); and

WHEREAS, the parties desire to extend the Agreement and amend certain terms and conditions.

NOW, THEREFORE, the parties agree to modify the Agreement and add Premises A to the Agreement as set forth below.

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the Agreement shall remain the same and in full force and effect.
2. Updated Certificate of Insurance(s) attached hereto.
3. Recitals A. is amended as follows:
The District is the owner of the real property situated at One Lagunitas School Road (PO Box 308, San Geronimo, CA 94963) which is the site of the San Geronimo Valley Community Center, whose address is 6350 Sir Francis Drake Blvd. (PO Box 194 San Geronimo, CA 94963).
4. Recitals B is amended as follows:
Center is a non-profit corporation whose mission is to foster healthy communities within the San Geronimo Valley and Nicasio by providing an inclusive, diverse, and dynamic center for locally based human services, arts and culture, education, health and wellness, and community building.
5. Section 1 is amended as follows:
The term of the Agreement shall be extended fifty (50) years from the end of the original term, June 30, 2025.
6. Section 2 is amended as follows:
Utilities: Lessee agrees to pay Lessor the cost of the electric utility and water service attributable to the subject property, prorated based on the square footage percentage of the Center to the Lagunitas School campus. The Lagunitas School campus is 43,520 sq. ft. and the Center is 5,001 sq. ft. the percent allocation is 11.49%. The billing will be annually in June based on actual expenses incurred by the District or as mutually agreed to by the parties. In addition, the Lessee agrees to pay all vendor costs for telephone

service, internet service, propane service and garbage service and all fees associated with these services. The billing will be annually in June based on actual expenses incurred by the District or as mutually agreed to by the parties.

7. Section 5 is amended as follows:

Criminal Background Review. All employees, volunteers, and class instructors of the Center sharing a space and/or providing direct services to programs that serve primarily minors shall be fingerprinted and shall pass the same security screening required of classified employees by the District.

All volunteers of the Center who perform their volunteer service on District instructional days between the hours of 8:00 a.m. and 3:00 p.m. and who may be in close proximity to students of the District, but not sharing a space and/or providing direct services to programs that serve primarily minors, shall be fingerprinted and shall pass the same security screening required of classified employees by the Lagunitas School District shall be supervised by Center employees who have completed fingerprinting and have passed the same security screening required of classified employees by the District.

8. Section 7 is amended as follows:

Commencing on July 1, 2013 through the end of the Term and any extension of the Term, Center shall pay no fee to District.

All other terms and conditions of the Agreement shall remain the same.

Where any of the terms and conditions in this Addendum are in conflict with the Agreement and cannot be read in any way to be compatible, those in this Addendum shall prevail.

No revisions or changes may be included in the Addendum. Any and all changes to this Addendum must be approved in writing by both parties.

IN WITNESS WHEREOF, each of the parties have caused this Addendum to the Lease Agreement to be executed by the District and the Center as of the Effective Date set forth above.

Lagunitas School District		San Geronimo Valley Community Center	
Address	1 Lagunitas School Rd.	Address	6350 Sir Francis Drake Blvd.
City, State Zip	San Geronimo, CA 94963	City, State Zip	San Geronimo, CA 94963
Print Name		Print Name	Dave Cort
Title	President, Lagunitas School Board	Title	Executive Director
Signature		Signature	
Date		Date	

**Memorandum of Understanding
San Geronimo Valley Community Center
and Lagunitas School District**

This Memorandum of Understanding (MOU) is entered into on June 1, 2023 (“Effective Date”), by **San Geronimo Valley Community Center** (“Community Center”) and **Lagunitas School District** (“School District”) for the purpose of planning, developing, and building Joint Use performing arts space and a STEAM room in the building currently designated as Room 20 and the School Library (hereafter the “Building”), and a Joint Use Performing Arts space in the courtyard (hereafter the “Courtyard”).

Whereas the Community Center and School District entered into an MOU dated April 21, 2022 for the purpose of planning, developing, and building a Joint Use Performing Arts Center in the building currently designated as Room 20 and the School Library.

Whereas the findings from the feasibility study conducted by Noll & Tam from October 2022 through May 2023 resulted in a determination that the project as outlined in the MOU dated April 21, 2022 is not feasible.

Whereas the recommendation from Performing Arts Center Steering Committee based on broad community input and the feasibility study findings for next steps of the proposed project are set forth below.

The above-named parties agree upon the following vision elements for the Building and Courtyard:

1. One side of the Building will be designed with a focus on STEAM and the other side will be designed as a small scale flexible space for studio theater, performing arts, dance, music, and approved community classes/use.
2. The Courtyard will be designed as an outdoor performing arts venue that is a “destination” for music, theater, and performance and should attract new talent, culture, and experiences into West Marin. Design vision incorporates a permanent infrastructure, including but not limited to sound system, lighting, stage, and well-designed grounds and landscaping.
3. Experts in the field shall be consulted and involved in the process to ensure the highest quality space possible subject to financial resources and project budget.
4. The Building and Courtyard shall fill a gap for the School District, creating a distinct place for STEAM, theater, music, and performance leaning as well as beautiful grounds for student/family/community gatherings, such as graduations, that could contribute to student recruitment and retention.
5. The Building and Courtyard shall fill a gap for the Community Center, creating opportunities for STEAM-based afterschool classes for youth and adults, and flexible space for theater, music, community classes, and performance for the broader community, as well as beautiful grounds for cultural programs, large scale performances/events, and community gathering.

The above-named parties agree that:

1. No funds will be expected from the School District to plan, develop, or build the Building and Courtyard, except for the agreed upon shared cost of the Courtyard drainage mitigation.
2. The Building will have a distinct purpose of STEAM and small scale theater, performing arts, dance, music, and approved community classes/use.

3. Any architects, contractors and engineers selected by Community Center shall be submitted to the School District Facilities Committee ("Facilities Committee") and approved by the Board of Trustees. Notwithstanding the foregoing, the Facilities Committee and School District shall not unreasonably withhold approval.
4. The School District retain all rights to approve the project and any portion of the project including but not limited to change orders.
5. The Community Center retains all rights to approve the project costs and any portion of the project including but not limited to change orders.
6. Both parties agree to work together in good faith to develop a joint use agreement that details the use, management, maintenance, and ongoing operational expenses associated with the Joint Use Building and Courtyard.
7. The Community Center shall be responsible for all funds related to the planning, development, and building of the Building and Courtyard, and the Project management related to the planning, development, and building of the Building and Courtyard.

RELATIONSHIP OF THE PARTIES

- A. This MOU does not create an employment relationship between either of the parties or the employees, officers, directors, agents, affiliates, or subcontractors of each, and does not create a joint venture, partnership, trust, or other association between the parties. Neither party has the authority to bind, act, enter into any contract, or to incur any liability on behalf of the other party.
- B. Neither party controls, directs, or supervises the other party's employees, officers, directors, agents, affiliates, or subcontractors in the performance of any activities in the course of the MOU. Each of the parties shall have sole responsibility for any and all compensation, benefits, withholding and other taxes, expenses, and other applicable costs for its own employees (if any).

TERM AND TERMINATION; NOTICE

- A. The term of this MOU is from the Effective Date until terminated as set forth below.
- B. In the event that either party fails to fulfill any material term of this MOU, or otherwise breaches this MOU, the other party shall have the right, on written notice to the defaulting party, to terminate this MOU, such notice being effective thirty (30) days after having been given and only if the failure or breach has not been fully remedied during such thirty (30) day period.
- C. Either party may terminate this MOU at any time, with or without cause, by giving thirty (30) days written notice to the other party at the Notice Addresses designated below by first class mail postage prepaid, by fax, or by email with proof acknowledgment of receipt.

If to Lagunitas School District:

Laura Shain
Lagunitas School District
PO Box 308
San Geronimo, CA 94963
Tel: 415-488-4118
Email: lshain@lagunitas.org

If to San Geronimo Valley Community Center:

Dave Cort
San Geronimo Valley Community Center
PO Box 194
San Geronimo, CA 94973
Tel: 415-488-8888
Email: dcort@sgvcc.org

MISCELLANEOUS

- A. Each party represents and warrants to each other that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has the full right, power, and authority to enter into this MOU and to perform its obligations herein; (iii) the execution of this MOU by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (iv) when executed and delivered by both parties, this MOU will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- B. This MOU constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, promises, negotiations or representations, whether written or oral, that are not expressly set forth in this MOU.
- C. This MOU shall be legally binding on the parties and may not be amended or modified except by a written document executed by each of the parties.
- D. Neither party shall assign its rights or obligations under this MOU to any third party without the prior written consent of the other party.
- E. This MOU and all claims arising out of or relating to this MOU shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles.
- F. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties may execute this Agreement in a digital format (including but not limited to DocuSign), which will be deemed an original signature.

By signing below, parties hereby acknowledge that the Community Center Board of Directors and the School District Board of Trustees hereby agree to the terms and conditions of this MOU based on a majority vote.

IN WITNESS WHEREOF, the parties have executed and entered into this MOU as of the Effective Date set forth above.

Dave Cort,
Executive Director
San Geronimo Valley Community Center

Date _____

Date _____

David Bernard
Board President
San Geronimo Valley Community Center

Laura Shain
Superintendent
Lagunitas School District

Date _____

Richard Sloan
Board President
Lagunitas School District

Date _____