

Gravenstein Union School District
Board of Trustees - Regular Board Agenda
5:00 p.m. – Open Session - Gravenstein School – Room 13
Closed Session to follow Open Session
Wednesday, October 12, 2016

If you need an accommodation for the Board Meeting, contact Superintendent Jennifer Schwinn at (707) 823-7008 or jschwinn@grav.k12.ca.us
Agenda documents are available for inspection at the Gravenstein District Office

3840 Twig Avenue, Sebastopol, CA

I. CALL TO ORDER - ROLL CALL

Time: _____ Members present/absent: _____

II. PUBLIC INPUT ON ITEMS NOT ON THE AGENDA

This section is a time for members of the audience to address the Board regarding items not on the agenda. Board action cannot take place at this meeting, as a result of the input given. There will be a limit of 3 minutes for each person speaking under this section.

III. APPROVAL OF CONSENT AGENDA

- A. Approval of Agenda Order
 - B. Approval of Minutes: Regular Meeting Minutes 9-14-2016
 - C. Vendor Warrants
 - D. Accept donation of \$30.00 from Lawrence Pulley and \$30.00 match from PG&E for the Music Program
 - E. Approval of contract with Nancy Ricciardi
 - F. Quarterly Williams Act Uniform Complaint Summary July 1 – September 30, 2016
 - G. Acknowledgement of the retirement of Wilson, Anne, 30 days, School Nurse, effective 12/14/2016.
- Motion _____ Second _____ Vote _____

IV. REPORTS/CORRESPONDENCE

- A. Board Reports
- B. Superintendent Report:
 - 1. 2016-17 enrollment
 - 2. Transportation JPA Update
 - 3. AED Report
 - 4. Thank you letter to PG&E
 - 5. Review Charter Renewal timeline
- C. Hillcrest Report
- D. GUTA Report

V. BUSINESS

- A. Update on Gravenstein Modernization – Phase II – Update
Motion _____ Second _____ Vote _____
- B. Gravenstein Modernization – Phase II – Ratification of Change Order #15 – Fuel for Generator - \$2,348.40
Motion _____ Second _____ Vote _____
- C. Gravenstein Modernization – Phase II – Ratification of Change Order #16 – Changes to Concrete based on RFP #1 - \$6,783.46
Motion _____ Second _____ Vote _____
- D. Gravenstein Modernization – Phase II – Ratification of Change Order #17 – Refinish Cabinet in Room #1 - \$1,310.90
Motion _____ Second _____ Vote _____
- E. Gravenstein Modernization – Phase II – Ratification of Change Order #18 – Modular Building G Power Phasing - \$7,685.70
Motion _____ Second _____ Vote _____

- F. Gravenstein Modernization – Phase II – Ratification of Change Order #19 – Mechanical Company Overtime - \$6,278.29
 Motion _____ Second _____ Vote _____
- G. Gravenstein Modernization – Phase II – Ratification of Change Order #20 – Lighting Changes – \$1,443.30
 Motion _____ Second _____ Vote _____
- H. Gravenstein Modernization – Phase II – Ratification of Change Order #21 –Low Voltage Credit – (\$1,270.92)
 Motion _____ Second _____ Vote _____
- I. Gravenstein Modernization – Phase II – Ratification of Change Order #22 – New Floor in Room 1 - \$1,808.66
 Motion _____ Second _____ Vote _____
- J. Gravenstein Modernization – Phase II – Ratification of Change Order #23 – Ramp Buildup @ Play Area Entrance - \$5,447.31
 Motion _____ Second _____ Vote _____
- K. Gravenstein Modernization – Phase II – Approval of Change Order #24 – Fire Alarm System Changes - \$4,975.29
 Motion _____ Second _____ Vote _____
- L. Gravenstein Modernization – Phase II – Approval of Change Order #25 – Flatwork Changes Kindergarten - \$9,794.92
 Motion _____ Second _____ Vote _____
- M. Gravenstein Modernization – Phase II – Approval of Change Order #26 – Mortar Bed for Tile - \$9,816.38
 Motion _____ Second _____ Vote _____
- N. Gravenstein Modernization – Phase II – Approval of Change Order #27 – Enclosure for New Gas Main - \$19,619.24
 Motion _____ Second _____ Vote _____
- O. Gravenstein Modernization – Phase II – Approval of Change Order #28 – Water Tank Ladder Enclosure - \$4,779.24
 Motion _____ Second _____ Vote _____
- P. Gravenstein Modernization – Phase II – Approval of Change Order #29 – Plumbing Credit – (\$34,222.02)
 Motion _____ Second _____ Vote _____
- Q. Gravenstein Modernization – Phase II – Approval of Change Order #30 – Additional Playfield Striping - \$1,054.68
 Motion _____ Second _____ Vote _____
- R. Gravenstein Modernization – Phase II – Approval of Change Order #31 – Ceiling Room 1 Credit – (\$1,749.81)
 Motion _____ Second _____ Vote _____
- S. Gravenstein Modernization – Phase II – Approval of Change Order #32 – Isolate Building G for Chlorination - \$1,416.12
 Motion _____ Second _____ Vote _____

T. Gravenstein Modernization – Phase II – Approval of Change Order #33 – New Gas Main - \$84,518.67
Motion _____ Second _____ Vote _____

U. Gravenstein Modernization – Phase II – Discussion /Action about Change Order approval limits
Motion _____ Second _____ Vote _____

V. Discussion / Action State Facilities Funding application
Motion _____ Second _____ Vote _____

W. Discussion on Traffic at School Sites

X. Public Hearing for Sufficiency of Textbooks for 2016-17
Open _____ Close _____

Y. Approval of Resolution #161012-1 – Textbook and Instructional Materials Sufficiency for GUSD for the
2016-17 School Year
Motion _____ Second _____ Vote _____

Z. Approval of IXL Learning Implementation Proposal – 1 year subscription \$4,958.00 or 3 year subscription
of \$19,656.00 – Curriculum support
Motion _____ Second _____ Vote _____

AA. Approval of Flocabulary Site License Proposal – 1 year subscription \$1,300.00 – Curriculum support
Motion _____ Second _____ Vote _____

BB. Approval of contract with One Call for phone messaging system. \$ 1,016.45 annually LCAP, Goal 9.3
Motion _____ Second _____ Vote _____

CC. Approval of contract with Document Tracking Systems for managing district plans (LCAPs, SARC's and
School Safety Plan). \$595.00 annually
Motion _____ Second _____ Vote _____

DD. Approval of Local Agency Subscription Agreement for participation in the State Purchase Card Services
(CAL-Card Program) to provide the credit card services for the District.
Motion _____ Second _____ Vote _____

EE. Approval of Resolution #161012-2 to support Proposition 55
Motion _____ Second _____ Vote _____

FF. Approval of salary schedule for Business Manager position

GG. Discussion on Board Email Protocol
Motion _____ Second _____ Vote _____

VI. BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

A. BB 9270 – Conflict of Interest – Biennial Review
Motion _____ Second _____ Vote _____

B. Resolution #161012-3 Conflict of Interest
Motion _____ Second _____ Vote _____

VII. FUTURE MEETING DATES AND AGENDA ITEMS

- Next meeting date November 9, 2016 5:00 PM
 - Administrative Salary Schedules

VIII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

IX. ADJOURN TO CLOSED SESSION

Time _____ Motion _____ Second _____ Vote _____

A. Conference with Labor Negotiator, District – Jennifer Schwinn, Name of Organization – Gravenstein Union Teachers Association

Motion _____ Second _____ Vote _____

B. Existing Litigation – per GC54956.9 (d) – Case #SCV258468

C. Public Employee

1. Performance Evaluation
Government Code section 54957): *Business Manager*
2. Hiring – Coaches for Hillcrest Middle School Sports – contingent on completion of coaching certification, CPR and other employment paperwork

Basketball – 7th grade girls – Katie Deneau
Basketball – 8th grade girls – Rochelle Gregori

Flag Football – 6th grade boys – Will Whitehorn
Flag Football – 7th grade boys – Dave Mason
Flag Football – 8th grade boys – Dave Mason

Volleyball – 6th grade girls – Sharon Lochert
Volleyball – 7th grade girls – Sharon Lochert
Volleyball – 8th grade girls – Sharon Lochert

Motion _____ Second _____ Vote _____

C. Superintendent Evaluation

Motion _____ Second _____ Vote _____

XI. RECONVENE TO OPEN SESSION

Time _____ Motion _____ Second _____ Vote _____

A. Announce Action Taken in Closed Session

XII. ADJOURNMENT

Time _____ Motion _____ Second _____ Vote _____

**GRAVENSTEIN UNION SCHOOL DISTRICT
REGULAR BOARD MEETING
MINUTES**

September 14, 2016

- I. **CALL TO ORDER** Pres. Horn called the meeting to order at 5:01 PM, Mem. Appling, Beck, Weaver and Wickland present.
- II. **PUBLIC INPUT ON ITEMS NOT ON THE AGENDA** A parent of an 8th grader in the Traditional program spoke to the Board about the differences between the programs. He requested the Board look at the 8th grade classes and consider changing class size this year to allow his student and others to be in the Enrich! Program.
- A parent asked the Board to expand the TK program to reflect the State expanding the program so children turning five later in the year can start TK at the beginning of the year.
- Christina Urmini asked the Board to consider supporting Prop 55.
- III. **APPROVAL OF CONSENT AGENDA**
- A. Approval of Agenda Order
- B. Approval of Minutes: Regular Meeting Minutes 7-13-2016, Regular Meeting Minutes 8-10-2016 and Special Board Meeting 8-16-2016 Change the 8-10-2016 minutes as follows:
The number of voting members present on the items was corrected.
- C. Vendor Warrants
- D. Accept Donation of book from Bart King and donations through DonorsChoose.org for tents for A. Brown's class
- E. Approval of contract with Nancy Ricciardi for \$1,870
- F. Acknowledgement of the retirement of Howatt, Catrina, 1 FTE Business Manager effective 12/16/2016 Mem. Wickland moved to approve the Consent Agenda with the changes as noted above, Mem. Beck seconded, 5-0 yes.
- IV. **REPORTS/CORRESPONDENCE**
- A. Board Reports
- B. Superintendent Report

1. 2016-17 Registration

The Board had no reports.

2. Transportation JPA Update

Currently enrollment is down 14 -- 10 at Hillcrest and 4 at Gravenstein. Now the Superintendent will work the waiting list. HC enrollment has dropped from 299 so it needs to be a priority.

3. Beginning of School Update

Supt. Schwinn attended the JPA meeting. There are 20 special education students currently not getting service. Staff is working to absorb the addition of providing Santa Rosa City Schools busing service this year, compounded with driver shortage.

•The Administration has a “me too” on salary adjustments.

4. AED Report

Supt. Schwinn is so impressed by staff and teachers. Everyone is so dedicated. She has visited both campuses and we have great kids, parents and foundations. Outside drinking fountains were installed today. They should be sterilized by next week.

5. Hillcrest Report

The goal is to have them fully functional by next week.

6. GUTA Report

No update.

Christina Urmini reported that teachers are excited to be in their rooms and getting settled. They would like to know when the phones and ceiling tiles will be fixed.

V. BUSINESS

A. Update on Gravenstein Modernization – Phase II –

Doug Hilberman, AXIA, reported on the progress on construction. The administration building has a new completion date of Dec 20th. Contractor is finishing the punchlist on Wings A, B, and C. Roofing is scheduled for Saturday, September 24th for Wing C and patches on Wings A & B.

The Board took action on V.B through V.L. as one action.

B. Gravenstein Modernization – Phase II – Ratification of Change Order #3 – Custom Switch Gear - \$13,053.35

C. Gravenstein Modernization – Phase II – Ratification of Change Order #5 – ACT Ceiling in Restrooms –\$2,699.66

- D. Gravenstein Modernization –
Phase II – Ratification of Change
Order #6 – Relocation of Return
Air Grills –\$5,207.20
- E. Gravenstein Modernization –
Phase II – Ratification of Change
Order #7 – Lighting System
Changes –\$2,623.95
- F. Gravenstein Modernization –
Phase II – Ratification of Change
Order #8 – Misc T & M work–
\$5,865.00
- G. Gravenstein Modernization –
Phase II – Ratification of Change
Order #9 – Misc T&M Electrical
work–\$5,610.00
- H. Gravenstein Modernization –
Phase II – Ratification of Change
Order #10 – Reroute
Underground Fire Alarm
Conduits – \$19,591.24
- I. Gravenstein Modernization –
Phase II – Ratification of Change
Order #11 – Install Isolation
Valves for water system –
\$14,657.22
- J. Gravenstein Modernization –
Phase II – Ratification of Change
Order #12 – Relocation of
Electrical Panel 4LA – \$3,721.18
- K. Gravenstein Modernization –
Phase II – Ratification of Change
Order #13 – Flooring Changes in
Wing A Restrooms – (\$60.13)
- L. Gravenstein Modernization –
Phase II – Ratification of Change
Order #1 with Silver Creek
Industries, Inc. – Manufacturer’s
Error – Ceiling Height at 8 ½ ‘
not 9’ – 10% credit of
(\$36,610.50)

Pres. Horn moved to approve all Change Orders V.B through V.L., Mem. Wickland seconded, 5-0 yes.

Pres. Horn recused himself at 6:30 PM due to a potential conflict of interest. Clerk Beck chaired the meeting.

- M. **Gravenstein Modernization – Phase III and Shade Structure – Authorized AXIA to proceed with Phase III design – \$94,500**
 Contract has been reviewed by School and College Legal and approves the contract.
 Clrk. Beck moved to approve the contract for \$80,325, Mem. Weaver seconded, 4-0-1 yes with Horn abstaining.
 Clerk Beck turned the meeting back over to Pres. Horn at 6:40 PM.

- N. **Approval of 2015-16 Unaudited Actuals**
 Business Manager Howatt reviewed the Unaudited Actuals with the Board. She discussed the items that caused an increase in the ending fund balance at closing. The items were primarily caused by not needing to access the legal retainer budget, non public school budgets where the students left the district, textbook funds unspent, technology and consultant budgets unspent. The next step is to review the current year budget to assess if adjustments are needed.
 Mem. Wickland moved to approve, Pres. Horn seconded, 5-0 yes.

- O. **Approval of Resolution #160914-1 for 2015-16 Gann Limit**
 Pres. Horn moved to approve, Mem. Appling seconded, 5-0 yes.

- P. **Approval of Overnight Field Trips for 2016-17**
 Mem. Wickland moved to approve, Mem. Weaver seconded, 5-0 yes.

- Q. **CSBA Call for Nominations for Directors-at-Large Asian/Pacific Islanders and Hispanic**
 The Board took no action.

- R. **Approval of IXL Learning Implementation Proposal – 1 year subscription – Curriculum support**
 Mem. Weaver moved to table this item until the October meeting, Mem. Appling seconded, 5-0 yes.

VI. BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

- A. **BP/AR 6154 Homework Policy**
 Pres. Horn moved to approve with changes, Mem. Weaver seconded, 5-0 yes.

- B. **BB 9270 – Conflict of Interest – Biennial Review**
 The Board reviewed the Conflict of Interest Policy. The Board asked for GAMUT to be checked for an updated version and bring back to the October meeting for approval. Add the Business Manager to the positions required to file a Form 700.

VII. FUTURE MEETING DATES AND AGENDA ITEMS

- Next Meeting Date: October 12, 2016 5:00 PM
 - Williams Quarterly Report
 - Textbook and Instructional Materials Sufficiency for 2016-17

Mem. Weaver will be absent. Mem. Appling will be late.

- Review Charter timeline
- Business Manager job search update
- Traffic

VIII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

No public input.

IX. ADJOURN TO CLOSED SESSION

Pres. Horn moved to adjourn to closed session at 8:44 PM, Mem. Weaver seconded, 5-0 yes.

- A. Conference with Labor Negotiator, District – Jennifer Schwinn, Name of Organization – Gravenstein Union Teachers Association**

No Action.

- B. Potential Litigation – per GC54956.9(d) – Case #SCV258468**

No Action.

C. Public Employee

- 1. Hiring – 1.0 FTE Temp/Long Term Substitute Sp Ed Credential Teacher (8-24-16 to 12-22-16) Bonnie Kelly**

Pres. Horn moved to hire Bonnie Kelly, Mem. Wickland seconded, 5-0 yes.

- 2. Hiring – .53 FTE Probationary Physical Education Teacher – Chris Coulson**

Pres. Horn moved, Mem. Appling seconded, 5-0 yes.

- 3. Hiring – 8 hours a day Probationary School Secretary – Caroline Purtell**

Pres. Horn moved, Clerk. Beck seconded, 5-0 yes.

D. Superintendent Evaluation

No Action.

X. RECONVENE TO OPEN
SESSION

Pres. Horn moved to reconvene to Open Session at 8:52 PM,
Mem. Wickland seconded, 5-0 yes.

A. Announce action taken in
Closed

Pres. Horn reported action as noted above.

XI. ADJOURNMENT

Pres. Horn moved to adjourn at 8:53 PM, Mem. Weaver
seconded, 5-0 yes.

Checks Dated 09/01/2016 through 09/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1508316	09/02/2016	CDW Government Inc	03-4341	Chrombooks & Carts for 4/5 Combo class		7,584.10
1508317	09/02/2016	Houghton Mifflin Harcourt	01-4110	K-5 Mathematics	5,017.40	
			03-4110	K-5 Mathematics	54,488.54	59,505.94
1508318	09/02/2016	KINCO Carpet Cleaners	01-5830	Grav Carpet Cleaning	280.00	
1508319	09/02/2016	Office Depot	03-5830	Grav Carpet Cleaning	3,220.00	3,500.00
			01-4350	Business Office Supplies	1.87	
			01-4359	Business Office Supplies	9.94	
			03-4310	Classrm Supplies - Grav Vestal	32.36	
			03-4350	Business Office Supplies	22.40	
			03-4359	Business Office Supplies	114.43	
				Classrm Supplies - Grav Vestal	304.30	
				Classroom Supplies - Grav	43.65	
				Crandall/Redfern		
				Classroom Supplies - Grav Trivunovic	25.31	
				Classrm Supplies - Grav Brown	486.64	
				Classrm Supplies - Grav Molina	364.90	
			04-4350	Business Office Supplies	13.07	
			04-4359	Classrm Supplies - Hillcrest 6th Grade	117.04	
			13-4390	Cafe Supplies - Hillcrest	59.36	1,595.27
1508320	09/02/2016	Vision Service Plan	01-9574	Employee's Vision Plan Coverage 16-17		1,773.20
1508321	09/02/2016	California's Valued Trust	01-9572	Employee's CVT Health Plan Coverage 16/17		39,518.00
1508322	09/02/2016	Dave's Music Workshop	04-5630	HC Musical Instrument Repair for 16-17		665.42
1508323	09/02/2016	Amy Gloeckner	04-5200	Reimb for Postage & CPR & AED Training	110.00	
			04-5950	Reimb for Postage & CPR & AED Training	20.00	130.00
			01-4390	Reimb for Staff Development Supplies	12.01	
			03-4390	Reimb for Staff Development Supplies	144.17	
			04-4390	Reimb for Staff Development Supplies	84.09	240.27
1508325	09/02/2016	MCI Comm Service	12-5911	Daycare Phone Line for 2016-17		13.10
1508326	09/02/2016	Robert Gerhold	14-5830	Grav Mod - Asbestos and Air Testing		1,266.00
1508327	09/02/2016	Pacific Gas & Electric	01-5520	Light Poles at Grav Elem 2016-17	1.73	
			03-5520	Light Poles at Grav Elem 2016-17	19.91	
			01-9574	Retiree Vision Coverage 16/17		21.64
1508328	09/02/2016	RESIG	01-5631	Copier Lease at schools and DO for 16/17	32.66	28.60
1508329	09/02/2016	Ricoh Americas Corporation	03-5631	Copier Lease at schools and DO for 16/17	381.80	
			04-5631	Copier Lease at schools and DO for 16/17	339.10	753.56
1508330	09/02/2016	Roberts Mechanical & Elec. Inc	40-6200	Correct Phasing on HVAC @ TK		115.00
1508331	09/02/2016	Sonoma County Office Of Ed.	01-4310	Envelopes/Tardy Slips/CUM/Health Printing	22.48	

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

Checks Dated 09/01/2016 through 09/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1508331	09/02/2016	Sonoma County Office Of Ed.	01-4350	Envelopes/Tardy Slips/CUM/Health Printing	5.33	
			01-4390	Envelopes/Tardy Slips/CUM/Health Printing	8.00	
			01-5800	Envelopes/Tardy Slips/CUM/Health Printing	8.40	
			03-4310	Envelopes/Tardy Slips/CUM/Health Printing	258.52	
			03-4350	Envelopes/Tardy Slips/CUM/Health Printing	61.34	
			03-4390	Envelopes/Tardy Slips/CUM/Health Printing	96.00	
			03-5800	Envelopes/Tardy Slips/CUM/Health Printing	100.79	
			04-4310	Envelopes/Tardy Slips/CUM/Health Printing	129.00	
			04-4350	Envelopes/Tardy Slips/CUM/Health Printing	133.34	
			04-4390	Envelopes/Tardy Slips/CUM/Health Printing	56.00	
			04-5800	Envelopes/Tardy Slips/CUM/Health Printing	58.80	938.00
1508332	09/02/2016	Sonoma County Regional Parks	03-5826	2nd Trad Field Trip - 9/7/16		95.00
1508333	09/02/2016	Sonoma West Publishers, Inc.	01-5880	Sonoma West Times Aug 2016 - Jul 2017	2.50	
			03-5880	Sonoma West Times Aug 2016 - Jul 2017	30.00	
			04-5880	Sonoma West Times Aug 2016 - Jul 2017	17.50	50.00
1508334	09/02/2016	Verizon	01-5912	Supt Phone & Tablet Service	6.50	
			03-5912	Supt Phone & Tablet Service	77.93	
			04-5912	Supt Phone & Tablet Service	45.46	129.89
1508335	09/02/2016	Vision Service Plan	01-9574	Employee's Vision Plan Coverage 16-17		1,744.60
1509530	09/07/2016	Ally Technology Consulting LLC	01-5840	IT Consultant 2016-17	124.99	
			03-5840	IT Consultant 2016-17	1,495.66	
			04-5840	IT Consultant 2016-17	879.35	2,500.00
1509531	09/07/2016	AXIA	21-6210	Gravenstein Modernization, Job #940	8,196.60	
1509532	09/07/2016	J. Stanley Correia	21-6215	Gravenstein Modernization, Job #940	622.57	8,819.17
			03-5830	16/17 Psych Services	640.00	
			04-5830	16/17 Psych Services	340.00	980.00
1509533	09/07/2016	Shannon DeBolt	03-4310	Classroom/School Supplies 16-17 - DeBolt		286.36
1509534	09/07/2016	Glacier Springs	40-6200	Drinking Water Service		99.00
1509535	09/07/2016	Houghton Mifflin Harcourt	01-4110	K-5 Mathematics	21.91	
			03-4110	K-5 Mathematics	237.89	259.80
1509536	09/07/2016	McGraw-Hill School Education	03-4110	Spanish Workbooks 2016-17 for Grades 4	1,188.32	
			04-4110	Spanish Workbooks 2016-17 for Grades 5	1,410.23	
				Spanish Workbooks 2016-17 for Grades 7	4,431.15	
				& 8		
				6th Grade Science Textbooks 2016-17	405.53	7,435.23
1509537	09/07/2016	Office Depot	01-4350	Business Office Supplies	4.11	
			01-4390	Business Office Supplies	11.59	
			03-4350	Business Office Supplies	49.37	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1509537	09/07/2016	Office Depot	03-4390	Business Office Supplies	138.98	
			04-4350	Business Office Supplies	28.80	
			04-4390	Business Office Supplies	81.06	313.91
1509538	09/07/2016	Perfection Learning	04-4110	Spanish 2016-17 for Grade 6		2,719.46
1509539	09/07/2016	School Specialty	03-4359	Classrm Supplies - Grav 2nd & 3rd		65.04
1509540	09/07/2016	William E. Rash Sv dba Windsor Telcom Computer	40-6200	Data/Tel/Bell Work for Grav Site		435.98
1509541	09/07/2016	Worthington Direct	01-4310	Chairs for Staff Room / Meetings	49.90	
			03-4310	Chairs for Staff Room / Meetings	598.71	
			04-4310	Chairs for Staff Room / Meetings	349.25	997.86
1510228	09/09/2016	ACSIG	01-9573	Employee's Dental Plan Coverage 16/17		7,581.60
1510229	09/09/2016	Nature Bridge	04-5826	8! outdoor ed-Yosemite Sep 2016		16,279.26
1510230	09/09/2016	RESIG	01-9570	Kaiser Coverage for Class. & Admin. 2016/17		15,255.00
1511006	09/14/2016	USIS	03-5826	5th GrEI field trip 09/19/16 - Pugno		99.00
1511007	09/14/2016	Angel Island- Tiburon Ferry	03-5826	5th Gr EI field trip 09/19/16 - Pugno		370.00
1511736	09/16/2016	Misty Black	13-8634	Travis, Mackenzie		239.50
1511737	09/16/2016	ACSA	01-5300	ACSA Supt Dues Yr 16-17	65.63	
			03-5300	ACSA Supt Dues Yr 16-17	787.50	
			04-5300	ACSA Supt Dues Yr 16-17	459.37	1,312.50
1511738	09/16/2016	Ally Technology Consulting LLC	01-5840	IT Consultant 2016-17	125.01	
			03-5840	IT Consultant 2016-17	1,495.66	
			04-5840	IT Consultant 2016-17	879.33	2,500.00
1511739	09/16/2016	Conklin Bros. of Santa Rosa Inc.	14-5830	Carpet replacement @ Grav		11,189.00
1511740	09/16/2016	Fishman Supply Company	01-4370	District wide Custodial Supplies	10.22	
			03-4370	District wide Custodial Supplies	122.69	
			04-4370	District wide Custodial Supplies	71.57	204.48
1511741	09/16/2016	Kim Hawkins	03-5200	Conf lodging reimb	272.52	
			04-5200	Conf lodging reimb	272.52	545.04
1511742	09/16/2016	Isaac Kuster	40-6230	DSA Class I Inspector Grav Modern Phase		5,100.00
			04-5826	II e! 7th grade field trip 9/16/16		650.00
1511743	09/16/2016	Marin Shakespeare Company	01-5520	Electric and Gas for 2016-17 Gravenstein	65.46	
1511744	09/16/2016	Pacific Gas & Electric	03-5520	Electric and Gas for 2016-17 Gravenstein	753.45	
			04-5520	Electric and Gas for 2016-17 Gravenstein	8.69	
				Electric and Gas for 2016-17 @ Hillcrest	1,039.21	1,866.81
1511745	09/16/2016	Paleotechnics	04-5826	6th Gr Enrich! Field Trip 09/7 and 8/16		1,100.00
1511746	09/16/2016	Ricoh Americas Corporation	01-5631	Copier Lease at schools - Duplicator 16/17	.98	

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 09/01/2016 through 09/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1511746	09/16/2016	Ricoh Americas Corporation	01-5631	Copier Lease at schools and DO for 16/17	2.17	
			03-5631	Copier Lease at schools and DO for 16/17	25.38	
				Copier Lease at schools - Duplicate 16/17	11.26	
			04-5631	Copier Lease at schools - Duplicate 16/17	12.70	75.02
				Copier Lease at schools and DO for 16/17	22.53	
1511747	09/16/2016	School and College Legal	01-5823	School & Legal Retainer Yr 16-17	337.50	
			03-5823	School & Legal Retainer Yr 16-17	4,050.00	
			04-5823	School & Legal Retainer Yr 16-17	2,362.50	6,750.00
1511748	09/16/2016	Sonoma County Office Of Ed.	01-4390	Business Cards	1.75	
			03-4390	Business Cards	21.00	
			04-4350	Business Cards	35.00	
			04-4390	Business Cards	12.25	70.00
1511749	09/16/2016	United Coach Tours	04-5826	United Coach to Yosemite Enrich!		
1511750	09/16/2016	Westminster Woods	04-5826	ENRICH 6-7 Westminster Woods YR 09/16		3,540.00
1512737	09/21/2016	Business Card	01-4362	Fuel for maintenance	4.87	6,760.00
			01-4370	Grounds Supplies - Gravenstein Sprinklers	21.20	
			01-4380	Library Maint, Supplies @ Gravenstein	1.04	
				Maint, Supplies @ Gravenstein	15.18	
				Plumbing Repair parts @ Gravenstein	5.36	
			01-4390	Staff Development	29.23	
			03-4362	Fuel for maintenance	58.25	
			03-4370	Grounds Supplies - Gravenstein Sprinklers	243.84	
			03-4380	Library Maint, Supplies @ Gravenstein	11.98	
				Plumbing Repair parts @ Gravenstein	61.25	
				Maint, Supplies @ Gravenstein	174.91	
			03-4390	Staff Development	350.64	
			04-4362	Fuel for maintenance	33.99	
			04-4390	Staff Development	204.53	1,171.73
				Unpaid Sales Tax	44.54-	
1512738	09/21/2016	Advanced Security Systems	40-6200	Fire Alarm Programming & Monitoring		440.00
1512739	09/21/2016	All-Guard Alarm Systems, Inc	21-6200	Alarm system at Grav - Re-Install Door Alarms		390.41
1512740	09/21/2016	Business Card	03-5630	Sewer Jet Cleaning @ Gravenstein	6.67	814.55
1512741	09/21/2016	Fishman Supply Company	01-4370	District wide Custodial Supplies	80.06	
			03-4370	District wide Custodial Supplies	46.70	133.43
			04-4370	District wide Custodial Supplies		
1512742	09/21/2016	Luther Burbank Ctr Fr The Arts	03-5826	1st Grade Enrich! Field Trips - Candau & Kindred	828.00	

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.

Checks Dated 09/01/2016 through 09/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1512742	09/21/2016	Luther Burbank Ctr Fr The Arts	03-5826	2nd Grade Enrich! Field Trips	480.00	
			04-5826	6th Gr Enrich! Field Trip	456.00	
				6th grade traditional field trip	1,304.00	3,068.00
1512743	09/21/2016	Oakland Zoo	03-5826	3rd Grade Enrich! Field Trip 11/18/2016		518.00
1512744	09/21/2016	Pepperwood Foundation	03-5826	3rd Gr El Pepperwood Preserve 09/29-30/16		400.00
1512745	09/21/2016	Santa Rosa City Schools	13-4710	Lunch Program for 2016-17		1,674.75
1512746	09/21/2016	Sebastopol Lock Shop	40-6200	Keying & Copies for new Modulars @ Grav		162.20
1512747	09/21/2016	Sonoma County Office Of Ed.	03-5200	SCOE Training Haas 10/4/16	75.00	
				SCOE Training Vestal 10/4/16	75.00	150.00
1512748	09/21/2016	George Sotiras	04-4310	PE Supplies		46.22
1513598	09/23/2016	A and P Moving, Inc.	21-6200	Moving Svs for Gravenstein Modern. - Classrooms		7,198.75
1513599	09/23/2016	Joel Aguayo	04-5880	Referee for Flag Football 09-09-2016		40.00
1513600	09/23/2016	Brett Boudrow	04-5880	Referee for Flag Football 09-12 & 13-2016		110.00
1513601	09/23/2016	Chabot Space & Science Center	03-5826	2nd Grade El Field Trip		900.00
1513602	09/23/2016	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2016-17		271.00
1513603	09/23/2016	Tony Corsello	04-5880	Ref for Girls Basketball	144.85	70.00
1513604	09/23/2016	Fishman Supply Company	01-4370	District wide Custodial Supplies		
			03-4370	District wide Custodial Supplies	2,203.63	3,362.39
			04-4370	District wide Custodial Supplies	1,013.91	1,840.00
1513605	09/23/2016	Lawrence Hall Of Science	03-5826	4th Enrich! Grade Field Trip		
1513606	09/23/2016	Luther Burbank Ctr Fr The Arts	03-5826	2nd Grade Enrich! Field Trip LBC on 02/27/17	398.00	
				2nd Grade Enrich! Field Trips	480.00	
				6th Gr Enrich! Field Trip	456.00	
				7th grade Enrich! field trip 1/27/17	480.00	
				7th grade Enrich! field trip 3/6/17	456.00	2,270.00
1513607	09/23/2016	Nature Bridge	04-5826	6th Grade Enrich Outdoor Education 16/17		3,829.00
1513608	09/23/2016	David Ortega	04-5880	Referee for Basketball 9/9/16		70.00
1513609	09/23/2016	Jacob Royer	04-5880	Referee for Flag Football 09-08-2016		40.00
1513610	09/23/2016	The Exploratorium	03-5826	All 5th Gr FT on 04/19/17		50.00
1513611	09/23/2016	West Sonoma County Union High	25-5800	Developer fees processing fee for 2016-17		15.00
1513612	09/23/2016	Westminster Woods	04-5826	Trad 6th Westminster Woods 10-3-2016		1,920.00
1514841	09/28/2016	Analytical Sciences	01-5830	Water testing for Grav 2016/17	6.56	
			03-5830	Water testing for Grav 2016/17	75.44	
			04-5830	Water testing @ Hillcrest 2016/17	32.00	114.00

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.

Checks Dated 09/01/2016 through 09/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1514842	09/28/2016	AT&T Calnet 3	01-5911	Gravenstein AT&T CALNET 3 Charges 2016-17	21.56	
			03-5911	Gravenstein AT&T CALNET 3 Charges 2016-17	257.21	
			04-5911	Gravenstein AT&T CALNET 3 Charges 2016-17	130.29	
1514843	09/28/2016	CDW Government Inc	03-4440	Hillcrest AT&T CALNET 3 Charges 2016-17	3.69	412.75
			04-4341	Chromebooks & Carts for 4/5 Combo class	1,622.67	
			04-4440	Chromebooks & Carts for 7th Grade LA	1,307.86	
			03-5830	Chromebooks & Carts for 7th Grade LA	314.81	3,245.34
			04-5830	16/17 Psych Services	560.00	680.00
			03-4110	16/17 Psych Services	120.00	2,906.07
1514845	09/28/2016	Follett School Solutions, Inc.		2016-17 Books Science/Social Studies Text Order		
1514846	09/28/2016	LACO Associates	21-6230	Special Inspect & Testing @ Grav Summer 2016		8,829.48
1514847	09/28/2016	MCI Comm Service	12-5911	Daycare Phone Line for 2016-17		13.10
1514848	09/28/2016	Miller Pacific Eng Group	21-6230	Gravenstein Mod Pase II - Geotechnical Eng		6,847.10
1514849	09/28/2016	Office Depot	03-4359	Classrm Supplies - Grav Brown	19.18	37.57
			04-4359	Classrm Supplies - Hillcrest Shore & Sporer	18.39	
1514850	09/28/2016	Pepperwood Foundation	03-5826	3rd Gr El Peppenwood Preserve 10/13-14/2016		425.00
1514851	09/28/2016	Pitney Bowes - Purchase Power	01-5950	Postage for Postage meter	26.02	
			03-5950	Postage for Postage meter	301.94	
			04-5950	Postage for Postage meter	192.62	520.58
1514852	09/28/2016	Ricoh Americas Corporation	01-5631	Copier Lease at schools - Duplicator 16/17	13.91	
			03-5631	Copier Lease at schools - Duplicator 16/17	160.01	354.40
			04-5631	Copier Lease at schools - Duplicator 16/17	180.48	
1514853	09/28/2016	Sonoma County Office Of Ed.	01-5819	Agreement for Instructional Resources for 2016-17	246.40	
			03-5819	Agreement for Instructional Resources for 2016-17	2,956.45	
			04-5819	Agreement for Instructional Resources for 2016-17	1,724.65	4,927.50
1514854	09/28/2016	Weeks Drilling & Pump Co. Inc.	01-5530	Gravenstein Elem Water Service for 2016-17	49.59	

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

Page 6 of 8

Checks Dated 09/01/2016 through 09/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1514854	09/28/2016	Weeks Drilling & Pump Co. Inc.	03-5530	Gravenstein Elem Water Service for 2016-17	570.26	
1514855	09/28/2016	West Sonoma County Disposal	04-5530 01-5560 03-5560 04-5560	Hillcrest Water Service for 2016-17 Waste Disposal for Grav 2016-17 Waste Disposal for Grav 2016-17 Hillcrest Garbage service 2016-17	230.00 31.05 357.06 216.72	849.85
1514856	09/28/2016	Business Card	01-4350 01-4380	Supplies for Business Office Maint, Supplies @ Gravenstein	1.46 45.01	604.83
1514857	09/28/2016	Dept Of Justice, Acctg Office	03-4350 03-4380 04-4350 01-5862 03-5862	Plumbing Repair parts @ Gravenstein Supplies for Business Office Maint, Supplies @ Gravenstein Plumbing Repair parts @ Gravenstein Supplies for Business Office Fingerprinting for staff 2016-17 Fingerprinting for staff 2016-17	4.09 17.57 689.05 46.94 10.25 11.20 134.40	814.37
1514858	09/28/2016	Vision Service Plan	04-5862 21-6200 01-9574	Fingerprinting for Enrich! Parents for 2016/17 Fingerprinting for staff 2016-17 Fingerprinting for Traditional! Parents 16/17 Fingerprinting for staff 2016-17 Employee's Vision Plan Coverage 16-17	32.00 78.40 32.00 64.00	416.00 1,344.20
Total Number of Checks					97	290,364.18

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	39	74,160.49
03	Gravenstein Elementary Charte	55	103,277.47
04	Hillcrest Middle Charter	52	59,728.86
12	Child Development Fund	2	26.20
13	Cafeteria Fund	4	2,244.61
14	Deferred Maintenance Fund	2	12,455.00
21	Building	6	32,148.91
25	Capital Facilities Fund	1	15.00

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.

Checks Dated 09/01/2016 through 09/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
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Fund Summary

Fund	Description	Check Count	Expensed Amount
40	Special Reserve-capital Proj	6	6,352.18
	Total Number of Checks	97	290,408.72
	Less Unpaid Sales Tax Liability		44.54
	Net (Check Amount)		290,364.18

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.

AGREEMENT WITH AN INDEPENDENT CONTRACTOR

THIS AGREEMENT, entered this 12th day of October, 2016 by and between the GRAVENSTEIN UNION SCHOOL DISTRICT, a political subdivision of the State of California. Hereinafter-called "District", and Nancy Ricciardi hereinafter-called "Contractor".

WITNESSETH:

WHEREAS, pursuant to Section 39844 of the Education Code and Section 53060 of the Government Code, District is authorized to engage independent contractors to perform sundry services for the District; and

WHEREAS, it is necessary and desirable that Contractor be employed by District for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be performed by contractor:
Art Instruction to students.
2. Payments: in consideration of the services set forth, the District shall pay to Contractor a sum of money not to exceed, during the term of this agreement the session rate of \$85.00, not to exceed a total of \$ _____. Payment of the aforesaid sum shall be made in the following manner: Payments shall be made as invoiced with a detailed invoice by the Contractor.
3. Relationship of the parties. It is understood that this is an agreement by and between Independent Contractor(s), and is not Intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association or any other relationship whatsoever other than that of Independent Contractor.
4. Indemnification and Insurance. Contractor agrees to hold District harmless from any damage or injuries, which may occur to persons or property as a result of Contractor's activities pursuant to this agreement.
5. Non-assignability. Contractor shall not assign this agreement or any portion thereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this agreement.
6. Contact terms. This agreement shall be in effect from August 25, 2016 until November 30, 2016 , provided, however, that either party may terminate this agreement by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination.

IN WITNESS WHEREOF the parties hereto have affixed their hands on the day and year first above written.

Contractor's Name Nancy Ray Ricciardi

Address: _____

City _____ State CA Zip _____

Fax #/email: _____

Telephone _____

Signature, Jennifer Schwinn, District Superintendent

Signature,

Please fill-out, sign and return contract with attached W-9 to facilitate payment. A copy of the contract will be mailed to you. Upon completion of contract, please invoice to: Gravenstein Union School District, Business Office, 3840 Twig Avenue, Sebastopol, CA 95472. If you have any questions, please call (707) 823-7008.

Gravenstein Union School District
Williams Settlement
Quarterly Uniform Complaint Report Summary

Education Code §35186(d): A school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

Reporting Period:

- January 1 – March 31, 2016 April 1 – June 30, 2016
 July 1 – September 30, 2016 October 1 – December 31, 2016

No complaints were received during the above time period.

If you received any complaints during the above time period, please complete the following table. Enter "0" in any cell that does not apply.

General Subject Area	Complaints Received	Complaints Resolved	Unresolved Complaints
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and/or Mis-assignment	0	0	0
CAHSEE Intensive Instruction and Services	0	0	0
Total	0	0	0

Board meeting date: Oct 12, 2016
Date sent to County Superintendent of Schools: Oct 13, 2016
Sonoma County Office of Education
5340 Skylane Blvd.
Santa Rosa, CA 95403
or email to mwallace@scoe.org)

October 2016	PK	K	1	2	3	4	5	6	7	8	Totals
Teachers											
Crandall ENRICH!		19									19
Briggs ENRICH!		18									18
Trivunovic		19									19
Reid-Tom: TK	2	15									17
Redfern		18									18
Candau ENRICH!			21								21
Kindred ENRICH!			20								20
Dellosa			20								20
Clement			18								18
Otterson				18							18
Basque ENRICH!				20							20
DeBolt ENRICH!				20							20
Sprinkle				19							19
Vestal					21						21
Mattish ENRICH!					20						20
Nordstrom ENRICH!					20						20
Haas					20						20
Brown ENRICH!						26					26
Sully ENRICH!						22					22
Molina						21					21
Davis						9	6				15
Gorman ENRICH!							25				25
Pugno ENRICH!							24				24
Urmini							18				18
Helton								15			15
Kinman								14			14
Dexter ENRICH!								24			24
Rich ENRICH!								24			24
Collins ENRICH!									26		26
Clements ENRICH!									25		25
Blanco									18		18
Sotiras									18		18
Cole										29	29
Shore ENRICH!										26	26
Sporrer ENRICH!										26	26
Gravenstein Campus	2	89	79	77	81	78	73				479
Hillcrest Campus								77	87	81	245
October 2016	2	89	79	77	81	78	73	77	87	81	724
October 2015	6	94	78	82	68	77	74	88	83	84	734
October 2014	0	89	75	66	68	67	74	69	83	111	702
October 2013	0	98	65	70	66	70	62	73	101	107	712
October 2012	0	73	69	69	61	68	68	86	110	101	705
October 2011	0	79	68	59	64	59	82	88	92	79	670

2014
479
255
734





GRAVENSTEIN UNION SCHOOL DISTRICT

Jennifer Schwinn, Superintendent

3840 Twig Avenue
Sebastopol, CA 95472
707-823-7008 (v)
707-823-2108 (f)
Email: jschwinn@grav.k12.ca.us

Board of Trustees

Jim Horn, Board President
Desiree Beck, Board Clerk
Gregory Appling, Member
Jeff Weaver, Member
Sandra Wickland, Member

September 26, 2016

PG&E
3965 Occidental Rd.
Santa Rosa, CA 95401

Dear Jim Chaaban:

I am writing to offer my heartfelt appreciation for the hard work and spirit of teamwork that we experienced in working with PG&E this summer on our school building project at Gravenstein Elementary campus.

When we began work in June 2016, we received a shock to learn that the paperwork we had submitted to PG&E requesting shut off of gas and electric had somehow not been processed ideally. The result was that we would need to put our project on hold, for up to four months. That was the first time Steve Willis and PG&E came to our rescue. Mr. Willis came out to meet with our team of contractors and together they managed to put the job back on track to be completed over the summer, much to our relief!

However, that was not the only time that PG&E came through for us. Mr. Willis and his team designed a plan that made every effort to save the District time and expense. Though you may have heard the saying about "best laid plans." They don't always turn out the way you expect, especially with building projects! That was true here too.

When the guys showed up to do the work, they discovered that it could not be completed as planned. However, the PG&E team of professionals did not give up! The designer, Ken Flinn; Inspector, Paul Bell; Electric Construction, Marty Sunday (Superintendent); Mike Montiel (Supervisor); Marvin Meyer (Supervisor), and Gas Construction Supervisor, Brandon Butler, and of course their crews, found a way to overcome old plans that were not accurate and old pipes that trapped their equipment. The PG&E team even worked on the weekend to make sure that our job was completed on schedule. With 500 students set to return Aug 24, we were very concerned that we might not be ready for the first day of school. In fact, we

certainly would not have completed on time if it weren't for the hard work, flexibility, creativity, and generosity of spirit among all the PG&E supervisors and their crews.

They all went above and beyond to make sure the work was completed, but more than that, they did not pass on the extra costs that could have been a real hardship on the Gravenstein Union School District. Despite all the unexpected changes and difficulties, PG&E stuck to their original commitment to us regarding cost. We really could not have asked for better customer service! We really felt like a community coming together for the benefit of the local school children.

So for all these reasons, I felt compelled to write and pass my thanks on to each member of the PG&E team who had a part in completing this project successfully, on time and on budget. These days, that is a rare thing, and an accomplishment that I hope your crews can take great pride in completing. Thank you all!

With gratitude,

A handwritten signature in cursive script that reads "Jennifer Schwinn". The signature is written in black ink and is positioned above the printed name.

Jennifer Schwinn
Superintendent
Gravenstein Union School District

Distribution:
 OWNER
 ARCHITECT
 CONTRACTOR
 OWNER (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No. 15
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 187,830.58
The Contract Sum prior to this Change Order was	\$ 3,442,830.58
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 2,348.40
The new Contract Sum including this Change Order will be	\$ 3,445,178.98
The Contract Time will be UNCHANGED by this Change Order in the amount of	0
The Date of Completion as of the date of this Change Order:	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

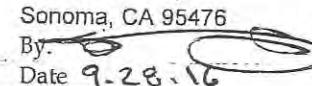
ARCHITECT
AXIA Architects

250 D Street, Suite 210
 Santa Rosa, CA 95404

By: 
 Date 9-8-16

CONTRACTOR

Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

By: 
 Date 9-28-16

OWNER

Gravenstein Union School District
 3840 Twig Ave.
 Sebastopol, CA 95472

By: 
 Date 9/28/16

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

SUMMARY OF ATTACHMENTS TO: **Change Order No.**
 Contract For:
 DSA File No.:
 DSA App. No.:

15
 Phase 2
 49-39
 01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
TOTALS:					\$ 2,348.40	0	0	0	0
1.		Fuel for Generator	2.2	Contractor	\$ 2,348.40				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

2.2

TITLE: **Fuel For Generator**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. 2.2 Date: 8/25/2016 Arch. Project No. 940.00 Contract For: Modernization Contract Date: 5.31.16 DSA File No. 01-115393 DSA App. No. OPSC App. No. Response to: Arch. RFP No.
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:	

DESCRIPTION:

COR for actual fuel usage for 120 KW generator and associated support items as required due to the removal of the PG&E service that is currently supplying the campus. Fuel was excluded in COR 2.1, so this is final billing of generator work.

MODIFICATION TO CONTRACT SUM:
(Line 22 from Page 2) \$2,348.40

MODIFICATION TO CONTRACT TIME: 0
Attach supporting schedule information

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."
"It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."

"Any alteration or revision of this Document, its terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By: Scott Murray
Date: 8/25/2016

Fax:

<input type="checkbox"/>	Architect's Action
<input type="checkbox"/>	REJECT - Received Too Late.
<input type="checkbox"/>	REJECT - Inadequate Back-Up.
<input type="checkbox"/>	REJECT - Not in Proper Form.
<input type="checkbox"/>	Review and Comment Only

SUMMARY OF ATTACHMENTS TO:
PROJECT:
Gravenstein Modernization
3840 Twig Ave.

C.O. R. No.:	<u>2.2</u>
Project No.:	
Date:	<u>8/25/2016</u>
DSA App. No.:	<u>0.00</u>
Page of	<u>2</u>
	<u>3</u>
	<u>ADDED</u>
	<u>CREDIT</u>

Line TITLE: Fuel For Generator

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<u>\$2,002.05</u>	<u>\$0.00</u>
2	Labor (attach itemized hours and rates)	<u>\$0.00</u>	<u>\$0.00</u>
3	Equipment (attach invoices)	<u>\$0.00</u>	<u>\$0.00</u>
4	Subtotal	<u>\$2,002.05</u>	<u>\$0.00</u>
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	<u>\$300.31</u>	<u>\$0.00</u>
6	Subtotal	<u>\$2,302.36</u>	<u>\$0.00</u>
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.	<u>\$0.00</u>	<u>\$0.00</u>
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	<u>\$2,302.36</u>	<u>\$0.00</u>
SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<u>\$0.00</u>	<u>\$0.00</u>
10	Labor (attach itemized hours and rates)	<u>\$0.00</u>	<u>\$0.00</u>
11	Vendor (attach invoices)	<u>\$0.00</u>	<u>\$0.00</u>
12	Subtotal	<u>\$0.00</u>	<u>\$0.00</u>
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	<u>\$0.00</u>	<u>\$0.00</u>
14	Subtotal	<u>\$0.00</u>	<u>\$0.00</u>
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	<u>\$0.00</u>	<u>\$0.00</u>
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	<u>\$0.00</u>	<u>\$0.00</u>

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$0.00	\$0.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$2,302.36	\$0.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$2,302.36	\$0.00
21	Bond not to exceed two percent (2%) of line 20.	\$46.05	\$0.00
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$2,348.40	\$0.00

* Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:

OWNER
 ARCHITECT
 CONTRACTOR
 OWNER (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No. 16
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	
Net change by previous Change Orders	\$ 3,255,000.00
The Contract Sum prior to this Change Order was	\$ 190,178.98
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 3,445,178.98
The new Contract Sum including this Change Order will be	\$ 6,783.46
The Contract Time will be UNCHANGED by this Change Order in the amount of	\$ 3,451,962.44
The Date of Completion as of the date of this Change Order:	0
	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

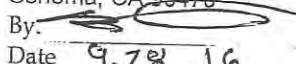
ARCHITECT

AXIA Architects
 250 D Street, Suite 210
 Santa Rosa, CA 95404

By: 
 Date: 9-8-16

CONTRACTOR

Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

By: 
 Date: 9-28-16

OWNER

Gravenstein Union School District
 3840 Twig Ave.
 Sebastopol, CA 95472

By: 
 Date: 9/28/16

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

SUMMARY OF ATTACHMENTS TO: **Change Order No.**
 Contract For:
 DSA File No.:
 DSA App. No.:

16
 Phase 2
 49-39
 01-115393

No Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
					DoC	M1	M2	M3
TOTALS:				\$ 6,783.46	0	0	0	0
1. RFP#1	Concrete Changes from RFP#1	5.1	Architect	\$ 6,783.46				
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

5.1

TITLE: **Changes From RFP #1**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. 5.1 Date: Arch. Project No. 940.00 Contract For: Modernization Contract Date: 5.31.16 DSA File No. 01-115393 DSA App. No. OPSC App. No. Response to: Arch. RFP No. RFP #1
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:	

DESCRIPTION:

COR for several changes to the concrete scope of work as required by the changes identified in RFP #1. Work sheets for the for changes are attached.

MODIFICATION TO
CONTRACT SUM:
(Line 22 from Page 2) \$6,783.46

MODIFICATION TO
CONTRACT TIME: 0
Attach supporting schedule information

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By. Scott Murray
Date 1/0/1900

Fax:

Architect's Action

- REJECT - Received Too Late.
- REJECT - Inadequate Back-Up.
- REJECT - Not in Proper Form.
- Review and Comment Only

SUMMARY OF ATTACHMENTS TO:
PROJECT:
Gravenstein Modernization
3840 Twig Ave.

C.O. R. No.:	5.1
Project No.:	
Date:	1/0/1900
DSA App. No.:	0.00
Page	2
of	3
	ADDED
	CREDIT

Line TITLE: Changes From RFP #1

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$6,650.45	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$6,650.45	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.		\$0.00
6	Subtotal	\$6,650.45	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.	\$0.00	\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$6,650.45	\$0.00

SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*

9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$0.00	\$0.00
12	Subtotal	\$0.00	\$0.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$0.00	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$0.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$0.00	\$0.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$6,650.45	\$0.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$6,650.45	\$0.00
21	Bond not to exceed two percent (2%) of line 20.	\$133.01	\$0.00
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$6,783.46	\$0.00

Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:

OWNER
 ARCHITECT
 CONTRACTOR
 IOR (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No. 17
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 196,962.44
The Contract Sum prior to this Change Order was	\$ 3,451,962.44
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 1,310.90
The new Contract Sum including this Change Order will be	\$ 3,453,273.34
The Contract Time will be UNCHANGED by this Change Order in the amount of	0
The Date of Completion as of the date of this Change Order:	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

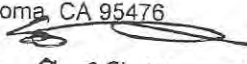
ARCHITECT

AXIA Architects
 250 D Street, Suite 210
 Santa Rosa, CA 95404

By: 
 Date: 9-8-16

CONTRACTOR

Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

By: 
 Date: 9-28-16

OWNER

Gravenstein Union School District
 3840 Twig Ave.
 Sebastopol, CA 95472

By: 
 Date: 9/28/16

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

SUMMARY OF ATTACHMENTS TO: Change Order No.
 Contract For:
 DSA File No.:
 DSA App. No.:

17
 Phase 2
 49-39
 01-115393

No Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract					
					DoC	M1	M2	M3		
TOTALS:					\$	1,310.90	0	0	0	0
1. RFP#3	Refinish Cabinet in Room 1	008	Architect	\$	1,310.90					
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

8

TITLE: **Refinish Cabinet In Room 1**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. Date: Arch. Project No. Contract For: Contract Date: DSA File No. DSA App. No. OPSC App. No. Response to: Arch. RFP No.	8 <u>8/25/2016</u> <u>940.00</u> <u>Modernization</u> <u>5.31.16</u> <u>01-115393</u> <u> </u> <u> </u> <u> </u> <u>RFP #3</u>
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:		

DESCRIPTION:

COR for re-finishing the wood cabinet in Room #1 that was listed as P-Lam on the contract documents.

MODIFICATION TO

CONTRACT SUM:

(Line 22 from Page 2) \$1,310.90

MODIFICATION TO

CONTRACT TIME:

 0

Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, its terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

			<i>Architect's Action</i>
By: Scott Murray	Fax:		<input type="checkbox"/> REJECT - Received Too Late.
Date: 8/25/2016			<input type="checkbox"/> REJECT - Inadequate Back-Up.
			<input type="checkbox"/> REJECT - Not in Proper Form.
			<input type="checkbox"/> Review and Comment Only
SUMMARY OF ATTACHMENTS TO:			C.O. R. No.: 8
PROJECT:			Project No.:
Gravenstein Modernization			Date: 8/25/2016
3840 Twig Ave.			DSA App. No.: 0.00
			Page: 2
			of: 3
Line	TITLE:	Refinish Cabinet In Room 1	ADDED CREDIT

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<u>\$0.00</u>	<u>\$0.00</u>
2	Labor (attach itemized hours and rates)	<u>\$0.00</u>	<u>\$0.00</u>
3	Equipment (attach invoices)	<u>\$0.00</u>	<u>\$0.00</u>
4	Subtotal	<u>\$0.00</u>	<u>\$0.00</u>
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	<u>\$0.00</u>	<u>\$0.00</u>
6	Subtotal	<u>\$0.00</u>	<u>\$0.00</u>
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.	<u>\$0.00</u>	<u>\$0.00</u>
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	<u>\$0.00</u>	<u>\$0.00</u>
	SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*		
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<u>\$0.00</u>	<u>\$0.00</u>
10	Labor (attach itemized hours and rates)	<u>\$0.00</u>	<u>\$0.00</u>
11	Vendor (attach invoices)	<u>\$1,224.00</u>	<u>\$0.00</u>
12	Subtotal	<u>\$1,224.00</u>	<u>\$0.00</u>
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	<u>Incl.</u>	<u>\$0.00</u>
14	Subtotal	<u>\$1,224.00</u>	<u>\$0.00</u>
15	General Contractor's Overhead and Profit on subcontract work, not to exceed five percent (5%) of line 14.	<u>\$61.20</u>	<u>\$0.00</u>
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	<u>\$0.00</u>	<u>\$0.00</u>

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$1,285.20	\$0.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$1,285.20	\$0.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$1,285.20	\$0.00
21	Bond not to exceed two percent (2%) of line 20.	\$25.70	\$0.00
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$1,310.90	\$0.00

* Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:

OWNER
 ARCHITECT
 CONTRACTOR
 FOR (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No. 18
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 198,273.34
The Contract Sum prior to this Change Order was	\$ 3,453,273.34
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 7,685.70
The new Contract Sum including this Change Order will be	\$ 3,460,959.04
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT

AXIA Architects
 250 D Street, Suite 210
 Santa Rosa, CA 95404
 By:
 Date: 9-8-16

CONTRACTOR

Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476
 By:
 Date: 9-28-16

OWNER

Gravenstein Union School District
 3840 Twig Ave.
 Sebastopol, CA 95472
 By:
 Date: 9/28/16

SUMMARY OF ATTACHMENTS TO: **Change Order No.**

18

PROJECT:

Gravenstein Ph 2 Modernization
Gravenstein Union School District

Contract For:

Phase 2

DSA File No.:

49-39

DSA App. No.:

01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract				
						DoC	M1	M2	M3	
TOTALS:					\$	7,685.70	0	0	0	0
1.	RFP#116	Modular Building G Power Phasing	024	Contractor	\$	7,685.70				
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

24

TITLE: Modular Building G Power Phasing

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. Date: Arch. Project No. Contract For: Contract Date: DSA File No. DSA App. No. OPSC App. No. Response to: Arch. RFP No.	24 <u>8/25/2016</u> <u>940.00</u> <u>Modernization</u> <u>5.31.16</u> <u>01-115393</u> <u>RFI #116</u>
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:		

DESCRIPTION: COR for the work associated with changing the power phasing to Modular Building G as per the response to RFI #116.

MODIFICATION TO
CONTRACT SUM:
(Line 22 from Page 2) \$7,685.70

MODIFICATION TO
CONTRACT TIME: TBD
Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

		<i>Architect's Action</i>	
		<input type="checkbox"/>	REJECT - Received Too Late.
		<input type="checkbox"/>	REJECT - Inadequate Back-Up.
		<input type="checkbox"/>	REJECT - Not in Proper Form.
		<input type="checkbox"/>	Review and Comment Only
By:	Scott Murray	Fax:	
Date	8/25/2016		
SUMMARY OF ATTACHMENTS TO:		C.O. R. No.:	24
PROJECT:		Project No.:	
Gravenstein Modernization		Date:	8/25/2016
3840 Twig Ave.		DSA App. No.:	0.00
		Page	2
		of	3
Line	TITLE: Modular Building G Power Phasing	ADDED	CREDIT

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	\$0.00
SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$6,850.00	\$0.00
12	Subtotal	\$6,850.00	\$0.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$6,850.00	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$685.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$7,535.00	\$0.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$7,535.00	\$0.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$7,535.00	\$0.00
21	Bond not to exceed two percent (2%) of line 20.	\$150.70	\$0.00
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$7,685.70	\$0.00

* Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:

OWNER	X
ARCHITECT	X
CONTRACTOR	X
FOR (copy)	X
DSA	X



Via:

Fax	
E-Mail	
Mail	X
Overnite	
Hand	X

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
Gravenstein Union School District
Sebastopol, CA 95472

Change Order No. 19
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

CONTRACTOR: Murray Building Inc.
1181 Broadway
Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 205,959.04
The Contract Sum prior to this Change Order was	\$ 3,460,959.04
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 6,278.29
The new Contract Sum including this Change Order will be	\$ 3,467,237.33
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

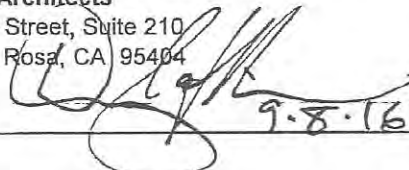


Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT	CONTRACTOR	OWNER
AXIA Architects 250 D Street, Suite 210 Santa Rosa, CA 95404	Murray Building Inc. 1181 Broadway Sonoma, CA 95476	Gravenstein Union School District 3840 Twig Ave. Sebastopol, CA 95472
By:  Date: 9-8-16	By:  Date: 9-28-16	By:  Date: 9/28/16

SUMMARY OF ATTACHMENTS TO: **Change Order No.**

19

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

Contract For: Phase 2
 DSA File No.: 49-39
 DSA App. No.: 01-115393

No Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
					DoC	M1	M2	M3
TOTALS:				\$ 6,278.29	0	0	0	0
1. Various	Mechanical Company Over Time	026	Contractor	\$ 6,278.29				
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
END OF SUMMARY								

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

26

TITLE: Mechanical Company Over Time

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. 26 Date: 8/25/2016 Arch. Project No. 940.00 Contract For: Modernization Contract Date: 5.31.16 DSA File No. 01-115393 DSA App. No. _____ OPSC App. No. _____ Response to: _____ Arch. RFP No. Various
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:	

DESCRIPTION: COR for required over time for installation of mechanical system prior to the start of school. OT was required due to a delayed response to submittal #12, which in turn delayed the arrival of the mechanical components.

MODIFICATION TO
CONTRACT SUM:
(Line 22 from Page 2) \$6,278.29

MODIFICATION TO
CONTRACT TIME: TBD

Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By: Scott Murray
Date: 8/25/2016

Fax:

<input type="checkbox"/>	REJECT - Received Too Late.
<input type="checkbox"/>	REJECT - Inadequate Back-Up.
<input type="checkbox"/>	REJECT - Not in Proper Form.
<input type="checkbox"/>	Review and Comment Only

Architect's Action

SUMMARY OF ATTACHMENTS TO:
PROJECT:
Gravenstein Modernization
3840 Twig Ave.

C.O. R. No.:	<u>26</u>
Project No.:	
Date:	<u>8/25/2016</u>
DSA App. No.:	<u>0.00</u>
Page	<u>2</u>
of	<u>3</u>
ADDED	CREDIT

Line TITLE: Mechanical Company Over Time

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	\$0.00

SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*

9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$5,595.62	\$0.00
12	Subtotal	\$5,595.62	\$0.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$5,595.62	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$559.56	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$6,155.18	\$0.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$6,155.18	\$0.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$6,155.18	\$0.00
21	Bond not to exceed two percent (2%) of line 20.	\$123.10	\$0.00
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$6,278.29	\$0.00

* Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:

OWNER
 ARCHITECT
 CONTRACTOR
 OWNER (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No. 20
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 212,237.33
The Contract Sum prior to this Change Order was	\$ 3,467,237.33
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 1,443.30
The new Contract Sum including this Change Order will be	\$ 3,468,680.63
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

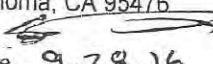
By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

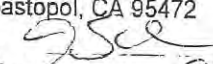
ARCHITECT
 AXIA Architects
 250 D Street, Suite 210
 Santa Rosa, CA 95404

By: 
 Date: 9-8-16

CONTRACTOR
 Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

By: 
 Date: 9-28-16

OWNER
 Gravenstein Union School District
 3840 Twig Ave.
 Sebastopol, CA 95472

By: 
 Date: 9/28/16

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

SUMMARY OF ATTACHMENTS TO: **Change Order No.**
 Contract For:
 DSA File No.:
 DSA App. No.:

20
Phase 2
49-39
01-115393

No Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
					DoC	M1	M2	M3
TOTALS:				\$ 1,443.30	0	0	0	0
1.	RFI 85 & 105 Lighting Changes	027	Architect	\$ 1,443.30				
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

27

TITLE: **Lighting Changes**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. 27 Date: 8/25/2016 Arch. Project No. 940.00 Contract For: Modernization Contract Date: 5.31.16 DSA File No. 01-115393 DSA App. No. OPSC App. No. Response to: Arch. RFP No. RFI 85 & 105
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:	

DESCRIPTION: COR for misc lighting changes due to various RFI responses.

MODIFICATION TO
CONTRACT SUM:
(Line 22 from Page 2) \$1,443.30

MODIFICATION TO
CONTRACT TIME: TBD
Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, its terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By: Scott Murray
Date: 8/25/2016

Fax:

Architect's Action

- REJECT - Received Too Late.
- REJECT - Inadequate Back-Up.
- REJECT - Not in Proper Form.
- Review and Comment Only

SUMMARY OF ATTACHMENTS TO:
PROJECT:
Gravenstein Modernization
3840 Twig Ave.

C.O. R. No.: 27
Project No.: _____
Date: 8/25/2016
DSA App. No.: 0.00
Page 2
of 3

Line	TITLE:	Lighting Changes	ADDED	CREDIT
------	--------	------------------	-------	--------

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	\$0.00

SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*

9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$1,440.00	-\$169.00
12	Subtotal	\$1,440.00	-\$169.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$1,440.00	-\$169.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$144.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$1,584.00	-\$169.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$1,584.00	-\$169.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$1,584.00	-\$169.00
21	Bond not to exceed two percent (2%) of line 20.	\$31.68	-\$3.38
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$1,615.68	-\$172.38

* Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:
 OWNER
 ARCHITECT
 CONTRACTOR
 OWNER (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No. 21
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	
Net change by previous Change Orders	\$ 3,255,000.00
The Contract Sum prior to this Change Order was	\$ 213,680.63
The Contract Sum will be DECREASED by this Change Order in the amount of	\$ 3,468,680.63
The new Contract Sum including this Change Order will be	\$ (1,270.92)
The Contract Time will be UNCHANGED by this Change Order in the amount of	\$ 3,467,409.71
The Date of Completion as of the date of this Change Order:	0
	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

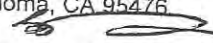
ARCHITECT

AXIA Architects
 250 D Street, Suite 210
 Santa Rosa, CA 95404

By: 
 Date: 9-8-16

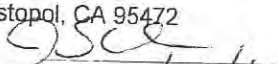
CONTRACTOR

Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

By: 
 Date: 9-28-16

OWNER

Gravenstein Union School District
 3840 Twigg Ave.
 Sebastopol, CA 95472

By: 
 Date: 9/28/16

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

SUMMARY OF ATTACHMENTS TO: Change Order No.
 Contract For:
 DSA File No.:
 DSA App. No.:

21
 Phase 2
 49-39
 01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
TOTALS:					\$ (1,270.92)	0	0	0	0
1.	RFI 99	Low Voltage Credit	028	District	\$ (1,270.92)				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

28

TITLE: **Low Voltage Credit**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. 28 Date: 8/25/2016 Arch. Project No. 940.00 Contract For: Modernization Contract Date: 5.31.16 DSA File No. 01-115393 DSA App. No. OPSC App. No. Response to: Arch. RFP No. RFI #99
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:	

DESCRIPTION:

COR for credit generated by the removal of the clock / PA system reconnection from the scope of work.

MODIFICATION TO
CONTRACT SUM:
(Line 22 from Page 2) -\$1,270.92

MODIFICATION TO
CONTRACT TIME: TBD
Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By: Scott Murray Fax:
 Date: 8/25/2016

Architect's Action	
<input type="checkbox"/>	REJECT - Received Too Late.
<input type="checkbox"/>	REJECT - Inadequate Back-Up.
<input type="checkbox"/>	REJECT - Not in Proper Form.
<input type="checkbox"/>	Review and Comment Only

C.O. R. No.:	<u>28</u>
Project No.:	
Date:	<u>8/25/2016</u>
DSA App. No.:	<u>0.00</u>
Page	<u>2</u>
of	<u>3</u>
ADDED	CREDIT

SUMMARY OF ATTACHMENTS TO:
 PROJECT:
 Gravenstein Modernization
 3840 Twig Ave.

Line	TITLE:	Low Voltage Credit
------	--------	--------------------

ALL LINES SHALL BE FILLED IN, (zero values acceptable).
GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	\$0.00
SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$0.00	-\$1,246.00
12	Subtotal	\$0.00	-\$1,246.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$0.00	-\$1,246.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$0.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$0.00	-\$1,246.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$0.00	-\$1,246.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$0.00	-\$1,246.00
21	Bond not to exceed two percent (2%) of line 20.	\$0.00	-\$24.92
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$0.00	-\$1,270.92

* Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:
 OWNER
 ARCHITECT
 CONTRACTOR
 IOR (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No.	23
Contract For:	Phase 2
Contract Date	05-24-16
DSA File No.:	49-39
DSA App. No.:	01-115393
Arch. Project No.:	940
Arch File Code:	97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	
Net change by previous Change Orders	\$ 3,255,000.00
The Contract Sum prior to this Change Order was	\$ 214,218.37
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 3,469,218.37
The new Contract Sum including this Change Order will be	\$ 5,447.31
The Contract Time will be UNCHANGED by this Change Order in the amount of	\$ 3,474,665.68
The Date of Completion as of the date of this Change Order:	TBD
	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

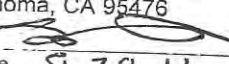
ARCHITECT

AXIA Architects
 250 D Street, Suite 210
 Santa Rosa, CA 95404

By: 
 Date: 9-8-16

CONTRACTOR

Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

By: 
 Date: 9-28-16

OWNER

Gravenstein Union School District
 3840 Twig Ave.
 Sebastopol, CA 95472

By: 
 Date: 9/28/16

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

SUMMARY OF ATTACHMENTS TO: Change Order No.
 Contract For:
 DSA File No.:
 DSA App. No.:

23
Phase 2
49-39
01-115393

No Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract					
					DoC	M1	M2	M3		
TOTALS:					\$	5,447.31	0	0	0	0
1.	Ramp Build Up @ Play Area Entrance	035	Civil Engineer	\$	5,447.31					
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

35

TITLE: **Ramp Build Up @ Play Area Entrance**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. Date: Arch. Project No. Contract For: Contract Date: DSA File No. DSA App. No. OPSC App. No. Response to: Arch. RFP No.	35 <u>8/26/2016</u> <u>940.00</u> <u>Modernization</u> <u>5.31.16</u> <u>01-115393</u> _____ _____ _____
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:		

DESCRIPTION:

COR for additional grading and paving at the entrance to the Play Area. The plans require a 10% slope maximum at the fire land and the design grade was over 14%, so the ramp had to be extended which in turn required the access gates to be re-set. This was reviewed and approved by district personnel prior to the start of the work.

MODIFICATION TO
CONTRACT SUM:
(Line 22 from Page 2)

\$5,447.31

MODIFICATION TO
CONTRACT TIME:

TBD

Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By: Scott Murray Fax:
 Date 8/26/2016

Architect's Action	
<input type="checkbox"/>	REJECT - Received Too Late.
<input type="checkbox"/>	REJECT - Inadequate Back-Up.
<input type="checkbox"/>	REJECT - Not in Proper Form.
<input type="checkbox"/>	Review and Comment Only

C.O. R. No.:	<u>35</u>
Project No.:	
Date:	<u>8/26/2016</u>
DSA App. No.:	<u>0.00</u>
Page	<u>2</u>
of	<u>3</u>
ADDED	CREDIT

SUMMARY OF ATTACHMENTS TO:
 PROJECT:
 Gravenstein Modernization
 3840 Twig Ave.

Line TITLE: Ramp Build Up @ Play Area Entrance

ALL LINES SHALL BE FILLED IN, (zero values acceptable).
GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.	\$0.00	\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	\$0.00
SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$4,855.00	\$0.00
12	Subtotal	\$4,855.00	\$0.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$4,855.00	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$485.50	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	<u>\$5,340.50</u>	<u>\$0.00</u>
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	<u>\$5,340.50</u>	<u>\$0.00</u>
19	Applicable Taxes (itemized by levy and by contract)	<u>\$0.00</u>	<u>\$0.00</u>
20	Subtotal (sum of lines 18 and 19)	<u>\$5,340.50</u>	<u>\$0.00</u>
21	Bond not to exceed two percent (2%) of line 20.	<u>\$106.81</u>	<u>\$0.00</u>
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	<u><u>\$5,447.31</u></u>	<u><u>\$0.00</u></u>

*

Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:

OWNER	X
ARCHITECT	X
CONTRACTOR	X
IOR (copy)	X
DSA	X



Via:

Fax	
E-Mail	
Mail	X
Overnite	
Hand	X

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
Gravenstein Union School District
Sebastopol, CA 95472

Change Order No.	24
Contract For:	Phase 2
Contract Date	05-24-16
DSA File No.:	49-39
DSA App. No.:	01-115393
Arch. Project No.:	940
Arch File Code:	97.00

CONTRACTOR: Murray Building Inc.
1181 Broadway
Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 219,665.68
The Contract Sum prior to this Change Order was	\$ 3,474,665.68
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 4,975.29
The new Contract Sum including this Change Order will be	\$ 3,479,640.97
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

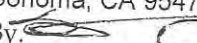
ARCHITECT

AXIA Architects
250 D Street, Suite 210
Santa Rosa, CA 95404

By: 
Date: 10.6.16

CONTRACTOR

Murray Building Inc.
1181 Broadway
Sonoma, CA 95476

By: 
Date: 10.6.16

OWNER

Gravenstein Union School District
3840 Twig Ave.
Sebastopol, CA 95472

By: _____
Date: _____

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

SUMMARY OF ATTACHMENTS TO: **Change Order No.**

Contract For:
 DSA File No.:
 DSA App. No.:

24
Phase 2
49-39
01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract					
						DoC	M1	M2	M3		
TOTALS:						\$	4,975.29	0	0	0	0
1.	RFI's 44, 45, 76, 78, 79, 98	FA System Changes	021		\$	4,975.29					
2.											
3.											
4.											
5.											
6.											
7.											
8.											
9.											

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

24

TITLE: **Modular Building G Power Phasing**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. Date: Arch. Project No. Contract For: Contract Date: DSA File No. DSA App. No. OPSC App. No. Response to: Arch. RFP No.	24 <u>8/25/2016</u> <u>940.00</u> <u>Modernization</u> <u>5.31.16</u> <u>01-115393</u> <u>RFI #116</u>
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:		

DESCRIPTION:

COR for the work associated with changing the power phasing to Modular Building G as per the response to RFI #116.

MODIFICATION TO

CONTRACT SUM:

(Line 22 from Page 2)

\$7,685.70

MODIFICATION TO

CONTRACT TIME:

TBD

Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, its terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

Architect's Action

<input type="checkbox"/>	REJECT - Received Too Late.
<input type="checkbox"/>	REJECT - Inadequate Back-Up.
<input type="checkbox"/>	REJECT - Not in Proper Form.
<input type="checkbox"/>	Review and Comment Only

By. **Scott Murray**

Fax:

Date 8/25/2016

SUMMARY OF ATTACHMENTS TO:

PROJECT:

Gravenstein Modernization
3840 Twig Ave.

C.O. R. No.:	24
Project No.:	
Date:	8/25/2016
DSA App. No.:	0.00
Page	2
of	3
ADDED	CREDIT

Line	TITLE: Modular Building G Power Phasing		
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ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.	\$0.00	\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	\$0.00
SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$6,850.00	\$0.00
12	Subtotal	\$6,850.00	\$0.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$6,850.00	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$685.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	<u>\$7,535.00</u>	<u>\$0.00</u>
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	<u>\$7,535.00</u>	<u>\$0.00</u>
19	Applicable Taxes (itemized by levy and by contract)	<u>\$0.00</u>	<u>\$0.00</u>
20	Subtotal (sum of lines 18 and 19)	<u>\$7,535.00</u>	<u>\$0.00</u>
21	Bond not to exceed two percent (2%) of line 20.	<u>\$150.70</u>	<u>\$0.00</u>
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	<u>\$7,685.70</u>	<u>\$0.00</u>

* Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:

OWNER	X
ARCHITECT	X
CONTRACTOR	X
IOR (copy)	X
DSA	X



Via:

Fax	
E-Mail	
Mail	X
Overnite	
Hand	X

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No.	25
Contract For:	Phase 2
Contract Date	05-24-16
DSA File No.:	49-39
DSA App. No.:	01-115393
Arch. Project No.:	940
Arch File Code:	97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 224,640.97
The Contract Sum prior to this Change Order was	\$ 3,479,640.97
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 9,794.92
The new Contract Sum including this Change Order will be	\$ 3,489,435.89
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

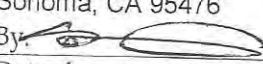
ARCHITECT

AXIA Architects
 250 D Street, Suite 210
 Santa Rosa, CA 95404

By: 
 Date: 10-6-16

CONTRACTOR

Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

By: 
 Date: 10-6-16

OWNER

Gravenstein Union School District
 3840 Twig Ave.
 Sebastopol, CA 95472

By: _____
 Date: _____

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

SUMMARY OF ATTACHMENTS TO: **Change Order No.**
 Contract For:
 DSA File No.:
 DSA App. No.:

25
Phase 2
49-39
01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract					
						DoC	M1	M2	M3		
TOTALS:						\$	9,794.92	0	0	0	0
1.	RFI's 9	Flatwork Changes @ kindergarden	022		\$	9,794.92					
2.											
3.											
4.											
5.											
6.											
7.											
8.											
9.											

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

25

TITLE: **Misc. Site Issues.**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. Date: Arch. Project No. Contract For: Contract Date: DSA File No. DSA App. No. OPSC App. No. Response to: Arch. RFP No.	25 <u>8/25/2016</u> <u>940.00</u> <u>Modernization</u> <u>5.31.16</u> <u>01-115393</u> <u>(E) Conditions</u>
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:		

DESCRIPTION:

COR for several site related items that were encountered due to existing conditions. 1) CO #3R1 - Upon excavation of the water storage tank pad, an undisclosed water line was hit which flooded the pad. The pipe had to be repaired along with additional material having to be over excavated and replaced; 2) CO #4 - Upon excavation of the hydrant fire line, numerous existing utilities were discovered. In order for the fire line to miss these existing utilities, the entire line had to be deepened which resulted in more excavation and back fill along with more hand work around the existing utilities; 3) CO #5 - Continuation of fire line work as described with CO #4.

MODIFICATION TO

CONTRACT SUM:

(Line 22 from Page 2)

\$16,921.64

MODIFICATION TO

CONTRACT TIME:

TBD

Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, its terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

Architect's Action

<input type="checkbox"/>	REJECT - Received Too Late.
<input type="checkbox"/>	REJECT - Inadequate Back-Up.
<input type="checkbox"/>	REJECT - Not in Proper Form.
<input type="checkbox"/>	Review and Comment Only

By: **Scott Murray**
Date: 8/25/2016

Fax:

SUMMARY OF ATTACHMENTS TO:
PROJECT:
Gravenstein Modernization
3840 Twig Ave.

C.O. R. No.:	25
Project No.:	
Date:	8/25/2016
DSA App. No.:	0.00
Page	2
of	3
ADDED	CREDIT

Line TITLE: Misc. Site Issues.

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.	\$0.00	\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	\$0.00
SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$15,081.68	\$0.00
12	Subtotal	\$15,081.68	\$0.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$15,081.68	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$1,508.17	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	<u>\$16,589.85</u>	<u>\$0.00</u>
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	<u>\$16,589.85</u>	<u>\$0.00</u>
19	Applicable Taxes (itemized by levy and by contract)	<u>\$0.00</u>	<u>\$0.00</u>
20	Subtotal (sum of lines 18 and 19)	<u>\$16,589.85</u>	<u>\$0.00</u>
21	Bond not to exceed two percent (2%) of line 20.	<u>\$331.80</u>	<u>\$0.00</u>
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	<u>\$16,921.64</u>	<u>\$0.00</u>

*

Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:

OWNER	X
ARCHITECT	X
CONTRACTOR	X
OWNER (copy)	X
DSA	X



Via:

Fax	
E-Mail	
Mail	X
Overnite	
Hand	X

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No.	26
Contract For:	Phase 2
Contract Date	05-24-16
DSA File No.:	49-39
DSA App. No.:	01-115393
Arch. Project No.:	940
Arch File Code:	97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 234,435.89
The Contract Sum prior to this Change Order was	\$ 3,489,435.89
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 9,816.38
The new Contract Sum including this Change Order will be	\$ 3,499,252.27
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT AXIA Architects 250 D Street, Suite 210 Santa Rosa, CA 95404 By:  Date: 10-6-16	CONTRACTOR Murray Building Inc. 1181 Broadway Sonoma, CA 95476 By: 10-6-16 Date: 	OWNER Gravenstein Union School District 3840 Twig Ave. Sebastopol, CA 95472 By: Date:
--	---	---

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

SUMMARY OF ATTACHMENTS TO: **Change Order No.**

Contract For:
 DSA File No.:
 DSA App. No.:

26
Phase 2
49-39
01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract					
						DoC	M1	M2	M3		
TOTALS:						\$	9,816.38	0	0	0	0
1.		Mortar Bed @ Tile	023		\$	9,816.38					
2.											
3.											
4.											
5.											
6.											
7.											
8.											
9.											

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

26

TITLE: **Mechanical Company Over Time**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. Date: Arch. Project No. Contract For: Contract Date: DSA File No. DSA App. No. OPSC App. No. Response to: Arch. RFP No.	26 <u>8/25/2016</u> <u>940.00</u> <u>Modernization</u> <u>5.31.16</u> <u>01-115393</u> <u>Various</u>
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:		

DESCRIPTION:

COR for required over time for installation of mechanical system prior to the start of school. OT was required due to a delayed response to submittal #12, which in turn delayed the arrival of the mechanical components.

MODIFICATION TO

CONTRACT SUM:

(Line 22 from Page 2)

\$6,278.29

MODIFICATION TO

CONTRACT TIME:

TBD

Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, its terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By: **Scott Murray**
Date: 8/25/2016

Fax:

Architect's Action	
<input type="checkbox"/>	REJECT - Received Too Late.
<input type="checkbox"/>	REJECT - Inadequate Back-Up.
<input type="checkbox"/>	REJECT - Not in Proper Form.
<input type="checkbox"/>	Review and Comment Only
C.O. R. No.:	<u>26</u>
Project No.:	
Date:	<u>8/25/2016</u>
DSA App. No.:	<u>0.00</u>
Page	<u>2</u>
of	<u>3</u>
ADDED	CREDIT

SUMMARY OF ATTACHMENTS TO:
PROJECT:
Gravenstein Modernization
3840 Twig Ave.

Line	TITLE:		
	Mechanical Company Over Time		
ALL LINES SHALL BE FILLED IN, (zero values acceptable).			
GENERAL CONTRACTOR'S WORK			
1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	\$0.00
SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$5,595.62	\$0.00
12	Subtotal	\$5,595.62	\$0.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$5,595.62	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$559.56	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

Distribution:

Via:

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 IOR (copy)
 DSA



Fax
 E-Mail
 Mail
 Overnight
 Hand

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No.	27
Contract For:	Phase 2
Contract Date	05-24-16
DSA File No.:	49-39
DSA App. No.:	01-115393
Arch. Project No.:	940
Arch File Code:	97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 244,252.27
The Contract Sum prior to this Change Order was	\$ 3,499,252.27
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 19,619.24
The new Contract Sum including this Change Order will be	\$ 3,518,871.51
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT
 AXIA Architects

250 D Street, Suite 210
 Santa Rosa, CA 95404

By: 

Date: 10-6-16

CONTRACTOR

Murray Building Inc.

1181 Broadway
 Sonoma, CA 95476

By: 

Date: 10.6.16

OWNER

Gravenstein Union School District

3840 Twig Ave.
 Sebastopol, CA 95472

By:

Date

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

SUMMARY OF ATTACHMENTS TO: **Change Order No.**

Contract For:

DSA File No.:

DSA App. No.:

27

Phase 2

49-39

01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
TOTALS:					\$ 19,619.24	0	0	0	0
1.	RFP #7	Enclosure For New Gas Main	30.10		\$ 19,619.24				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

27

TITLE: **Lighting Changes**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. Date: Arch. Project No. Contract For: Contract Date: DSA File No. DSA App. No. OPSC App. No. Response to: Arch. RFP No.	27 <u>8/25/2016</u> <u>940.00</u> <u>Modernization</u> <u>5.31.16</u> <u>01-115393</u> <u> </u> <u> </u> <u>RFI 85 & 105</u>
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:		

DESCRIPTION: COR for misc lighting changes due to various RFI responses.

MODIFICATION TO
CONTRACT SUM:
(Line 22 from Page 2) \$1,443.30

MODIFICATION TO
CONTRACT TIME: TBD
Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."
"It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."

"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By: **Scott Murray**
 Date: 8/25/2016

Fax:

Architect's Action	
<input type="checkbox"/>	REJECT - Received Too Late.
<input type="checkbox"/>	REJECT - Inadequate Back-Up.
<input type="checkbox"/>	REJECT - Not in Proper Form.
<input type="checkbox"/>	Review and Comment Only

SUMMARY OF ATTACHMENTS TO:
 PROJECT:
 Gravenstein Modernization
 3840 Twig Ave.

C.O. R. No.:	27
Project No.:	
Date:	8/25/2016
DSA App. No.:	0.00
Page	2
of	3
ADDED	CREDIT

Line TITLE: Lighting Changes

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	\$0.00
	SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*		
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$1,440.00	-\$169.00
12	Subtotal	\$1,440.00	-\$169.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$1,440.00	-\$169.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$144.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$1,584.00	-\$169.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$1,584.00	-\$169.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$1,584.00	-\$169.00
21	Bond not to exceed two percent (2%) of line 20.	\$31.68	-\$3.38
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$1,615.68	-\$172.38

* Attach additional copies of this page as required to summarize additional subcontracts.

CHANGE ORDER

Distribution:
 OWNER
 ARCHITECT
 CONTRACTOR
 OWNER (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No.	28
Contract For:	Phase 2
Contract Date	05-24-16
DSA File No.:	49-39
DSA App. No.:	01-115393
Arch. Project No.:	940
Arch File Code:	97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 263,871.51
The Contract Sum prior to this Change Order was	\$ 3,518,871.51
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 4,779.24
The new Contract Sum including this Change Order will be	\$ 3,523,650.75
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT
 AXIA Architects

250 D Street, Suite 210
 Santa Rosa, CA 95404

By: 

Date

10-6-16

CONTRACTOR

Murray Building Inc.

1181 Broadway
 Sonoma, CA 95476

By: 

Date 10.6.16

OWNER

Gravenstein Union School District

3840 Twig Ave.
 Sebastopol, CA 95472

By:

Date

SUMMARY OF ATTACHMENTS TO: **Change Order No.**

28

PROJECT:

Gravenstein Ph 2 Modernization
Gravenstein Union School District

Contract For:
DSA File No.:
DSA App. No.:

Phase 2
49-39
01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
TOTALS:					\$ 4,779.24	0	0	0	0
1.		Water Tank Ladder Enclosure	38	Architect	\$ 4,779.24				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

27

TITLE: **Lighting Changes**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. <u>27</u> Date: <u>8/25/2016</u> Arch. Project No. <u>940.00</u> Contract For: <u>Modernization</u> Contract Date: <u>5.31.16</u> DSA File No. <u>01-115393</u> DSA App. No. _____ OPSC App. No. _____ Response to: _____ Arch. RFP No. <u>RFI 85 & 105</u>
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:	

DESCRIPTION: COR for misc lighting changes due to various RFI responses.

MODIFICATION TO
CONTRACT SUM:
(Line 22 from Page 2) \$1,443.30

MODIFICATION TO
CONTRACT TIME: TBD
Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

Architect's Action

- REJECT - Received Too Late.
- REJECT - Inadequate Back-Up.
- REJECT - Not in Proper Form.
- Review and Comment Only

By: **Scott Murray**
 Date: 8/25/2016

Fax:

SUMMARY OF ATTACHMENTS TO:
 PROJECT:
 Gravenstein Modernization
 3840 Twig Ave.

C.O. R. No.:	27
Project No.:	
Date:	8/25/2016
DSA App. No.:	0.00
Page	2
of	3
ADDED	CREDIT

Line TITLE: Lighting Changes

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	\$0.00
SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$1,440.00	-\$169.00
12	Subtotal	\$1,440.00	-\$169.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$1,440.00	-\$169.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$144.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$1,584.00	-\$169.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$1,584.00	-\$169.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$1,584.00	-\$169.00
21	Bond not to exceed two percent (2%) of line 20.	\$31.68	-\$3.38
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$1,615.68	-\$172.38

* Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:

OWNER	X
ARCHITECT	X
CONTRACTOR	X
OWNER (copy)	X
DSA	X



Via:

Fax	
E-Mail	
Mail	X
Overnight	
Hand	X

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No.	29
Contract For:	Phase 2
Contract Date	05-24-16
DSA File No.:	49-39
DSA App. No.:	01-115393
Arch. Project No.:	940
Arch File Code:	97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 268,650.75
The Contract Sum prior to this Change Order was	\$ 3,523,650.75
The Contract Sum will be DECREASED by this Change Order in the amount of	\$ (34,222.02)
The new Contract Sum including this Change Order will be	\$ 3,489,428.73
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

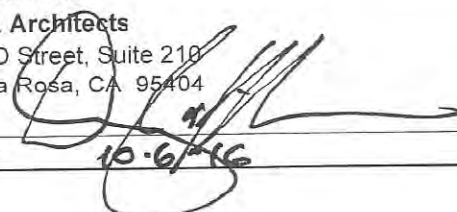
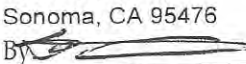
Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT AXIA Architects 250 D Street, Suite 210 Santa Rosa, CA 95404 By:  Date: 10-6-16	CONTRACTOR Murray Building Inc. 1181 Broadway Sonoma, CA 95476 By:  Date: 10.6.16	OWNER Gravenstein Union School District 3840 Twig Ave. Sebastopol, CA 95472 By: Date:
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SUMMARY OF ATTACHMENTS TO: **Change Order No.**

29

PROJECT:

Gravenstein Ph 2 Modernization
Gravenstein Union School District

Contract For:

Phase 2

DSA File No.:

49-39

DSA App. No.:

01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
TOTALS:					\$ (34,222.02)	0	0	0	0
1.	RI's 101 & 11	Plumbing Credit	39		\$ (34,222.02)				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

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<input type="checkbox"/>
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<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

39

TITLE: **Plumbing Credit**

PROJECT:
Gravenstein Modernization
3840 Twig Ave.
Sebastopol, Ca 95472

ARCHITECT:
AXIA
250 D Street, Suite 210
Santa Rosa, Ca 95404
Fax:

OWNER:
Gravenstein Union School District
3840 Twig Ave.
Sebastopol, Ca 95472
Fax:

INSPECTOR OF RECORD:
Isaac Kuster
Fax:

C. O. R. No.	<u>39</u>
Date:	<u>9/26/2016</u>
Arch. Project No.	<u>940.00</u>
Contract For:	<u>Modernization</u>
Contract Date:	<u>5.31.16</u>
DSA File No.	<u>01-115393</u>
DSA App. No.	_____
OPSC App. No.	_____
Response to:	
Arch. RFP No.	<u>RFI's # 102 & 11</u>

DESCRIPTION:

COR for credit created by the removal of some of the plumbing scope of work as per the responses to RFI's 102 & 111. As per the RFI responses, some of the existing plumbing could remain.

MODIFICATION TO
CONTRACT SUM:

(Line 22 from Page 2) -\$34,222.02

MODIFICATION TO
CONTRACT TIME:

Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By. **Scott Murray**
 Date 9/26/2016

Fax:

Architect's Action	
<input type="checkbox"/>	REJECT - Received Too Late.
<input type="checkbox"/>	REJECT - Inadequate Back-Up.
<input type="checkbox"/>	REJECT - Not in Proper Form.
<input type="checkbox"/>	Review and Comment Only

SUMMARY OF ATTACHMENTS TO:

PROJECT:
 Gravenstein Modernization
 3840 Twig Ave.

C.O. R. No.:	39
Project No.:	
Date:	9/26/2016
DSA App. No.:	0.00
Page	2
of	3
ADDED	CREDIT

Line TITLE: Plumbing Credit

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	\$0.00
SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$0.00	-\$33,551.00
12	Subtotal	\$0.00	-\$33,551.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$0.00	-\$33,551.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$0.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$0.00	-\$33,551.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$0.00	-\$33,551.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$0.00	-\$33,551.00
21	Bond not to exceed two percent (2%) of line 20.	\$0.00	-\$671.02
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$0.00	-\$34,222.02

* Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:

OWNER	X
ARCHITECT	X
CONTRACTOR	X
OWNER (copy)	X
DSA	X



Via:

Fax	
E-Mail	
Mail	X
Overnight	
Hand	X

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No.	30
Contract For:	Phase 2
Contract Date	05-24-16
DSA File No.:	49-39
DSA App. No.:	01-115393
Arch. Project No.:	940
Arch File Code:	97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 234,428.73
The Contract Sum prior to this Change Order was	\$ 3,489,428.73
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 1,054.68
The new Contract Sum including this Change Order will be	\$ 3,490,483.41
The Contract Time will be UNCHANGED by this Change Order in the amount of	0
The Date of Completion as of the date of this Change Order:	8/22/2016

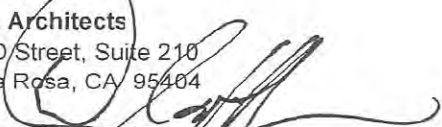
Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

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ARCHITECT
 AXIA Architects
 250 D Street, Suite 210
 Santa Rosa, CA 95404
 By: 
 Date: 10.6.16

CONTRACTOR
 Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476
 By: 
 Date: 10.6.16

OWNER
 Gravenstein Union School District
 3840 Twig Ave.
 Sebastopol, CA 95472
 By:
 Date:

SUMMARY OF ATTACHMENTS TO: **Change Order No.**

30

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

Contract For:
 DSA File No.:
 DSA App. No.:

Phase 2
49-39
01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
TOTALS:					\$ 1,054.68	0	0	0	0
1.		Additional Playfield Striping	40	District	\$ 1,054.68				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

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<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

40

TITLE: **Additional Playfield Striping**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. <u>40</u> Date: <u>9/30/2016</u> Arch. Project No. <u>940.00</u> Contract For: <u>Modernization</u> Contract Date: <u>5.31.16</u> DSA File No. <u>01-115393</u> DSA App. No. _____ OPSC App. No. _____ Response to: Arch. RFP No. _____
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:	

DESCRIPTION:

COR for additional playfield striping as requested by Owner. There will be no charge for MBI's time spent reviewing change and working with subcontractor for layout.

MODIFICATION TO
CONTRACT SUM:

(Line 22 from Page 2) \$1,054.68

MODIFICATION TO
CONTRACT TIME:

Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By: **Scott Murray**
 Date: 9/30/2016

Fax:

Architect's Action	
<input type="checkbox"/>	REJECT - Received Too Late.
<input type="checkbox"/>	REJECT - Inadequate Back-Up.
<input type="checkbox"/>	REJECT - Not in Proper Form.
<input type="checkbox"/>	Review and Comment Only

SUMMARY OF ATTACHMENTS TO:

PROJECT:
 Gravenstein Modernization
 3840 Twig Ave.

C.O. R. No.:	40
Project No.:	
Date:	9/30/2016
DSA App. No.:	0.00
Page	2
of	3
ADDED	CREDIT

Line TITLE: Additional Playfield Striping

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	\$0.00
SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$940.00	\$0.00
12	Subtotal	\$940.00	\$0.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$940.00	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$94.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$1,034.00	\$0.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$1,034.00	\$0.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$1,034.00	\$0.00
21	Bond not to exceed two percent (2%) of line 20.	\$20.68	\$0.00
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$1,054.68	\$0.00

* Attach additional copies of this page as required to summarize additional subcontracts.

CHANGE ORDER

Distribution:

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FOR (copy)	<input checked="" type="checkbox"/>
DSA	<input checked="" type="checkbox"/>



Via:

Fax	<input type="checkbox"/>
E-Mail	<input type="checkbox"/>
Mail	<input checked="" type="checkbox"/>
Overnite	<input type="checkbox"/>
Hand	<input checked="" type="checkbox"/>

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No.	31
Contract For:	Phase 2
Contract Date	05-24-16
DSA File No.:	49-39
DSA App. No.:	01-115393
Arch. Project No.:	940
Arch File Code:	97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 235,483.41
The Contract Sum prior to this Change Order was	\$ 3,490,483.41
The Contract Sum will be DECREASED by this Change Order in the amount of	\$ (1,749.81)
The new Contract Sum including this Change Order will be	\$ 3,488,733.60
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT AXIA Architects 250 D Street, Suite 210 Santa Rosa, CA 95404 By:  Date: 10.6.16	CONTRACTOR Murray Building Inc. 1181 Broadway Sonoma, CA 95476 By:  Date: 10.6.16	OWNER Gravenstein Union School District 3840 Twig Ave. Sebastopol, CA 95472 By: Date:
--	---	---

SUMMARY OF ATTACHMENTS TO: **Change Order No.**

31

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

Contract For:
 DSA File No.:
 DSA App. No.:

Phase 2
49-39
01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
TOTALS:					\$ (1,749.81)	0	0	0	0
1.		Ceiling of Room 1 Credit	41		\$ (1,749.81)				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

41

TITLE: **Ceiling of Room 1 Credit**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. <u>41</u> Date: <u>9/30/2016</u> Arch. Project No. <u>940.00</u> Contract For: <u>Modernization</u> Contract Date: <u>5.31.16</u> DSA File No. <u>01-115393</u> DSA App. No. _____ OPSC App. No. _____ Response to: _____ Arch. RFP No. <u>RFI #114</u>
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:	

DESCRIPTION:

COR for the credit generated by the decision to leave the existing ceiling in place in Room #1.

MODIFICATION TO
CONTRACT SUM:

(Line 22 from Page 2) -\$1,749.81

MODIFICATION TO
CONTRACT TIME:

Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By: **Scott Murray**
 Date: 9/30/2016

Fax:

Architect's Action	
<input type="checkbox"/>	REJECT - Received Too Late.
<input type="checkbox"/>	REJECT - Inadequate Back-Up.
<input type="checkbox"/>	REJECT - Not in Proper Form.
<input type="checkbox"/>	Review and Comment Only

SUMMARY OF ATTACHMENTS TO:
 PROJECT:
 Gravenstein Modernization
 3840 Twig Ave.

C.O. R. No.:	41
Project No.:	
Date:	9/30/2016
DSA App. No.:	0.00
Page of	2 of 3

Line	TITLE:	ADDED	CREDIT
	Ceiling of Room 1 Credit		

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	-\$75.00
2	Labor (attach itemized hours and rates)	\$0.00	-\$565.50
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	-\$640.50
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	-\$640.50
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	-\$640.50
	SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*		
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$0.00	-\$1,075.00
12	Subtotal	\$0.00	-\$1,075.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$0.00	-\$1,075.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$0.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$0.00	-\$1,075.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$0.00	-\$1,715.50
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$0.00	-\$1,715.50
21	Bond not to exceed two percent (2%) of line 20.	\$0.00	-\$34.31
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$0.00	-\$1,749.81

* Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FOR (copy)	<input checked="" type="checkbox"/>
DSA	<input checked="" type="checkbox"/>



Via:

Fax	<input type="checkbox"/>
E-Mail	<input type="checkbox"/>
Mail	<input checked="" type="checkbox"/>
Overnight	<input type="checkbox"/>
Hand	<input checked="" type="checkbox"/>

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No.	32
Contract For:	Phase 2
Contract Date	05-24-16
DSA File No.:	49-39
DSA App. No.:	01-115393
Arch. Project No.:	940
Arch File Code:	97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 233,733.60
The Contract Sum prior to this Change Order was	\$ 3,488,733.60
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 1,416.12
The new Contract Sum including this Change Order will be	\$ 3,490,149.72
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT

AXIA Architects
 250 D Street, Suite 210
 Santa Rosa, CA 95404

By: 

Date: 10-6-16

CONTRACTOR

Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

By: 

Date: 10.6.16

OWNER

Gravenstein Union School District
 3840 Twig Ave.
 Sebastopol, CA 95472

By:

Date:

SUMMARY OF ATTACHMENTS TO: **Change Order No.**

32

Contract For:

Phase 2

DSA File No.:

49-39

DSA App. No.:

01-115393

PROJECT:

Gravenstein Ph 2 Modernization
Gravenstein Union School District

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract				
						DoC	M1	M2	M3	
TOTALS:					\$	1,416.12	0	0	0	0
1.		Isolate Building G For Chlorination	50	Contractor	\$	1,416.12				
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

50

TITLE: **Isolate Building G For Chlorination**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. Date: Arch. Project No. Contract For: Contract Date: DSA File No. DSA App. No. OPSC App. No. Response to: Arch. RFP No.	50 <u>9/30/2016</u> <u>940.00</u> <u>Modernization</u> <u>5.31.16</u> <u>01-115393</u> _____ _____ _____
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:		

DESCRIPTION: COR for additional work required chlorinate Building G due to the modular building installer not having the building connected to the water system at the time of site chlorination..

MODIFICATION TO CONTRACT SUM:
(Line 22 from Page 2) \$1,416.12

MODIFICATION TO CONTRACT TIME: _____
Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

Architect's Action

- REJECT - Received Too Late.
- REJECT - Inadequate Back-Up.
- REJECT - Not in Proper Form.
- Review and Comment Only

By. **Scott Murray**

Fax:

Date 9/30/2016

SUMMARY OF ATTACHMENTS TO:

PROJECT:

Gravenstein Modernization
3840 Twig Ave.

C.O. R. No.:	50
Project No.:	
Date:	9/30/2016
DSA App. No.:	0.00
Page	2
of	3
	ADDED CREDIT

Line	TITLE:	Isolate Building G For Chlorination	ADDED	CREDIT
------	--------	-------------------------------------	-------	--------

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$0.00	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$0.00	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$0.00	\$0.00
SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$1,262.14	\$0.00
12	Subtotal	\$1,262.14	\$0.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$1,262.14	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$126.21	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$1,388.35	\$0.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$1,388.35	\$0.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$1,388.35	\$0.00
21	Bond not to exceed two percent (2%) of line 20.	\$27.77	\$0.00
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$1,416.12	\$0.00

* Attach additional copies of this page as required to summarize additional subcontracts.

Distribution:
 OWNER
 ARCHITECT
 CONTRACTOR
 OWNER (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

PROJECT: Gravenstein Ph 2 Modernization
 Gravenstein Union School District
 Sebastopol, CA 95472

Change Order No.	33
Contract For:	Phase 2
Contract Date	05-24-16
DSA File No.:	49-39
DSA App. No.:	01-115393
Arch. Project No.:	940
Arch File Code:	97.00

CONTRACTOR: Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

You are directed to make the following changes in this contract: (Refer to Attached Summary, next page)

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 235,149.72
The Contract Sum prior to this Change Order was	\$ 3,490,149.72
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 84,518.67
The new Contract Sum including this Change Order will be	\$ 3,574,668.39
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the changed work, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT	CONTRACTOR	OWNER
AXIA Architects	Murray Building Inc.	Gravenstein Union School District
250 D Street, Suite 210	1181 Broadway	3840 Twig Ave.
Santa Rosa, CA 95404	Sonoma, CA 95476	Sebastopol, CA 95472
By.	By.	By.
Date	Date	Date

SUMMARY OF ATTACHMENTS TO: **Change Order No.**

33

PROJECT:
 Gravenstein Ph 2 Modernization
 Gravenstein Union School District

Contract For:
 DSA File No.:
 DSA App. No.:

Phase 2
49-39
01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
TOTALS:					\$ 84,518.67	0	0	0	0
1.	RFP #7	New Gas Main	30.20		\$ 84,518.67				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

END OF SUMMARY

CHANGE ORDER REQUEST

Distribution to:

OWNER
ARCHITECT
CONTRACTOR
INSPECTOR

COR

30.2

TITLE: **New Gas Main**

PROJECT: Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	ARCHITECT: AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	C. O. R. No. Date: Arch. Project No. Contract For: Contract Date: DSA File No. DSA App. No. OPSC App. No. Response to: Arch. RFP No.	30.2 <u>9/29/2016</u> <u>940.00</u> <u>Modernization</u> <u>5.31.16</u> <u>01-115393</u> <u> </u> <u> </u> <u> </u> <u>RFP #7</u>
OWNER: Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	INSPECTOR OF RECORD: Isaac Kuster Fax:		

DESCRIPTION: COR for new gas main and associated work as per RFP #7.

MODIFICATION TO CONTRACT SUM:
(Line 22 from Page 2) \$84,518.67

MODIFICATION TO CONTRACT TIME: TBD
Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

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

"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."

CONTRACTOR

By: **Scott Murray**
 Date: 9/29/2016

Fax:

<input type="checkbox"/>	REJECT - Received Too Late.
<input type="checkbox"/>	REJECT - Inadequate Back-Up.
<input type="checkbox"/>	REJECT - Not in Proper Form.
<input type="checkbox"/>	Review and Comment Only

Architect's Action

SUMMARY OF ATTACHMENTS TO:
 PROJECT:
 Gravenstein Modernization
 3840 Twig Ave.

C.O. R. No.:	30.2
Project No.:	
Date:	9/29/2016
DSA App. No.:	0.00
Page	2
of	3
ADDED	CREDIT

Line TITLE: New Gas Main

ALL LINES SHALL BE FILLED IN, (zero values acceptable).

GENERAL CONTRACTOR'S WORK

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$8,189.44	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	Subtotal	\$8,189.44	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	Subtotal	\$8,189.44	\$0.00
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		\$0.00
8	Subtotal General Contractor Work (sum of lines 6 and 7.)	\$8,189.44	\$0.00
	SUBCONTRACT WORK (Provide separate breakdown for each subcontract)*		
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$67,883.64	\$0.00
12	Subtotal	\$67,883.64	\$0.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	Subtotal	\$67,883.64	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$6,788.36	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	Total of Subcontract Work (sum of lines 14, 15 and 16)	\$74,672.00	\$0.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$82,861.44	\$0.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$82,861.44	\$0.00
21	Bond not to exceed two percent (2%) of line 20.	\$1,657.23	\$0.00
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$84,518.67	\$0.00

* Attach additional copies of this page as required to summarize additional subcontracts.

**GRAVENSTEIN UNION SCHOOL DISTRICT
RESOLUTION #161012-1
TEXTBOOK AND INSTRUCTIONAL MATERIALS SUFFICIENCY
FOR GUSD
FOR THE 2016-17 SCHOOL YEAR:**

Whereas, the governing board of Gravenstein School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on October 12, 2016, at 5:00 p.m. o'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

Whereas, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders (if the district or county office has a bargaining unit) in the public hearing, and;

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics -Houghton Mifflin Go Math! (K-8)
- Science - Glenco-McGraw Hill Science (Grades K-5); McDougal-Littel Science (Grades 6-8)
- History-social science – Harcourt (Grades K-5); History Alive for Social Studies (Grades 6-8)
- English/language arts, including the English language development component of an adopted program - Open Court – *Imagine It 2009* (Grades K-5); McDougal Little (Grades 6-8)

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

- Spanish – Cambridge University Press – Hola! Level 1 (Grade 3); McGraw-Hill – Viva El Espanol Hola (Grade 4-5); Perfection Learning – Spanish is Fun (Grade 6); McGraw Hill – Buen Viaje (Grades 7-8)
- Health - Teen Health (K-8)

Therefore, it is resolved that for the 2016-17 school year, the Gravenstein Union School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

Passed and adopted by the Governing Board of the Gravenstein Union School District on October 12, 2016 by the following vote:

Ayes:

Noes:

Absent:

Date:

Jim Horn
President, Board of Trustees

**GRAVENSTEIN UNION SCHOOL DISTRICT
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Gravenstein Union School District intends to conduct a Public Hearing to consider a resolution stating the Sufficiency of Instructional Materials.

Date: October 12, 2016

Time: 5:00 PM at the regular meeting of the Board of Trustees

Place: Gravenstein School, Room 13
3840 Twig Ave,
Sebastopol, CA 95472

Purpose: (1) To obtain input from the community as to whether each pupil in the Gravenstein Union School District, including English Learners, has sufficient textbooks and instructional materials that are aligned to the content standards and are consistent with the cycles and content of the curriculum frameworks in the in the following subject areas:

(2) To obtain input from the community as to whether each pupil enrolled in a foreign language or health class has sufficient textbooks and instructional materials.

Posted: Gravenstein Elementary School – Multipurpose Room Door
Hillcrest Elementary School
Gravenstein District Office

September 27, 2016



QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 243218
DATE: AUGUST 29, 2016

TO:

Jennifer Schwinn
Hillcrest MS & Gravenstein Elementary
3840 Twig Ave
Sebastopol, CA 95472

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
John Dean		1 year	September 29, 2016

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 4-8: 350 students) Subjects: Math and ELA	\$4,463.00	\$4,463.00
1	60-minute virtual professional development session <i>Unlimited instructor accounts included</i>	\$495.00	\$495.00
SUBTOTAL			\$4,958.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$4,958.00

Ordering instructions

We accept payment by purchase order, check, or credit card. School POs should be faxed to 650-372-4301 or e-mailed to orders@ixl.com. Please be sure to list the quote number on your payment or purchase order.

Gravenstein

IXL Learning Implementation Proposal - September 2016

John Dean - Education Consultant

johnd@ixl.com - 650 372-4383

Program Description

IXL Learning is an educational technology company that delivers an immersive learning experience - for all students in math. With one in ten students already using it in the U.S., and over 18 billion questions asked and answered around the world, IXL is helping schools successfully use technology to improve teaching and learning. Our team of PhDs, teachers, and technologists crafts unique high-quality content and uses strategically mapped progressions to provide unprecedented depth, breadth, and challenge for each skill. From preschool to pre-calculus, grammar to geometry, IXL's content and technology enable fresh, engaging and personalized experiences that spark curiosity and build confidence.

IXL Math is the most comprehensive K-12 math product. With more than 3,500 adaptive math skills, covering grades from pre-K to calculus, IXL provides unmatched question variety with unlimited questions in every skill. It engages students to learn math in an environment that is both challenging and rewarding.

IXL English Language Arts provides more than 1,300 skills with thousands of interactive tasks in which students practice strategies that improve reading comprehension, language mechanics, vocabulary acquisition, and writing. With unparalleled depth, students practice skills that encourage critical analysis of language and prepare them for the language demands of college and career.

IXL Standards Alignment to California Common Core State Standards in math and English language arts allows teachers to seamlessly incorporate IXL practice into their daily lessons. As students practice, teachers are able to use real-time data to monitor progress and intervene as needed.

IXL Analytics provides real-time insights and data to inform lesson planning and student support. Teachers can see at a glance which students need help with which concepts and know instantly whether their class is on track to meet school-year targets and standards. Furthermore, because IXL skills are carefully aligned to California Standards, educators have a tool to measure skill proficiency by standard.

Custom Implementation John Dean - Education Consultant



- Design a customized implementation plan
- Create actionable steps for addressing CAASPP performance data

Personalized Professional Development Kelly Oh - Professional Learning Specialist



- Live and interactive; our online PD empowers your teachers
- Best practices, curriculum alignment, and practical management
- On-site options are available

Dedicated Support Don Aniano - Account Manager



- Ongoing support with student performance data and rosters



Quote #243218-2

Rep: John Dean

Date: September 8, 2016

SALES CONTRACT #4441

Jennifer Schwinn Hillcrest MS & Gravenstein Elementary 3840 Twig Ave Sebastopol, CA 95472	COMMENTS OR SPECIAL INSTRUCTIONS 2016 Year 1 payment (50%) 2016 \$9,828 2017 Year 2 payment (25%) 2017 \$4,914 2018 Year 3 payment (25%) 2018 \$4,914
--	---

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
John Dean		3 years	October 8, 2016

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades K-8: 700 students) Subjects: Math and ELA	\$25,200.00	\$25,200.00
1	Multi-year discount (22%)	-\$5,544.00	-\$5,544.00
1	60-minute virtual professional development session	\$495.00	\$495.00
1	Professional development fee waived <i>Unlimited instructor accounts included</i>	-\$495.00	-\$495.00
SUBTOTAL			\$19,656.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$19,656.00

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed. **ACKNOWLEDGED AND AGREED TO:**

AUTHORIZED SIGNATURE _____

DATE _____

Completed Sales Contract should be faxed to 1.650.372.4301 or e-mailed to orders@ixl.com

TERMS AND CONDITIONS OF SALE



THIS IS A LEGAL DOCUMENT (“SALES CONTRACT”) BETWEEN THE PURCHASER SHOWN ABOVE (“YOU”) AND IXL LEARNING (“SELLER”). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the “Price Valid Until” date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404 (USA)

Credit card payments may be made by phone at (650) 372-4300.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website’s Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend and hold us harmless for any claims arising out of or related to their use of IXL Learning’s website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual’s account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children’s Online Privacy Protection Act (“COPPA”) compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE" AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
 - b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
 - c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
 - d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**
7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient or lacks jurisdiction over you.
- ALL CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND IXL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.



OFFICIAL QUOTE

Company Address 55 Washington Street
Suite 606
Brooklyn, NY 11201
USA
Phone (718) 852-0105
Fax (646) 514-5853
Email ike@flocabulary.com

Quote Name 2016-09-30-95472-Hillcrest MS_35 Disc
Created Date 10/3/2016
Expiration Date 10/31/2016

Contact Name Jennifer Scwhinn
Email jschwinn@grav.k12.ca.us

Bill To Name Hillcrest Middle
Bill To CA 95472

Ship To Name Hillcrest Middle
Ship To CA 95472

Product	List Price	Sales Price	Quantity	Discount	Total Price
A one-year digital site license to Flocabulary	\$2,000.00	\$2,000.00	1.00	35.00%	\$1,300.00

Subtotal \$2,000.00
Discount 35.00%
Total Price \$1,300.00
Grand Total \$1,300.00



OFFICIAL QUOTE

Company Address 55 Washington Street
Suite 606
Brooklyn, NY 11201
USA

Phone (718) 852-0105

Fax (646) 514-5853

Email ike@flocabulary.com

Quote Name 2016-09-30-95472-Hillcrest MS_25 Disc

Created Date 10/3/2016

Expiration Date 10/31/2016

Contact Name Jennifer Scwhinn

Email jschwinn@grav.k12.ca.us

Bill To Name Hillcrest Middle

Bill To CA 95472

Ship To Name Hillcrest Middle

Ship To CA 95472

Product	List Price	Sales Price	Quantity	Discount	Total Price
A one-year digital site license to Flocabulary	\$2,000.00	\$2,000.00	1.00	25.00%	\$1,500.00

Subtotal \$2,000.00

Discount 25.00%

Total Price \$1,500.00

Grand Total \$1,500.00

One Call Now

Service Plan Summary
Gravenstein Union School District

Quote Date: 9/27/2016
Quote #: Q-19210
Group ID:
Prepared By: Eric Cox

The Quote below is for a standard service period of 12 months.

Qty	Product No.	Product Description	Unit Price	Extended Price
701	PERM-SCHL-PBST-STND	Parent Broadcast Plan	\$1.45	\$1,016.45
701	SERV-NMBR-STUD	Number of Students	\$0.00	\$0.00
2	SERV-NMBR-GRPS	Number of Groups	\$0.00	\$0.00
1	FEES-STUP	Setup Fee for New Service	\$0.00	\$0.00
1	xxxxx	Education Plans Assembly	\$0.00	\$0.00
1	FEES-REGR	Regulatory Recovery Fee	\$0.00	\$0.00
			Total	\$1,016.45

Additional Notes: Unlimited Voice, Text and Email plus social media integration (Facebook and Twitter)

Setup fee waived

Signature

Printed Name

Title

Date

Optional Billing Notes (Purchase Order #)

SWN Communications, Inc. d/b/a One Call Now, Authorized Signature



LICENSING AGREEMENT

This Agreement effective **October 15, 2016**, is made and entered into by **Gravenstein Union Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$595**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: October 6, 2016

Licensee

By: _____

Date: _____

Gravenstein Union Elementary School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2016 School Accountability Report Card, English (CDE Template)
2. 2016 Local Control and Accountability Plan (CDE Template)
3. 2016 Comprehensive School Safety Plan (Custom Template)
4. Others to be identified as needed.



October 6, 2016

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

Re: Document Tracking Services

INVOICE #9547201

Pursuant to the licensing agreement between Gravenstein Union Elementary School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [10/15/16 to 10/15/17]: \$595
3 schools and District Personnel = 4 sites
Fee Waived for Gravenstein Community Day School
License Agreement includes up to 5 documents

Template Setup (one-time fee)

2016 School Accountability Report Card - English (CDE Template): \$0
2016 Local Control Accountability Plan (CDE Template): \$0
2016 Comprehensive School Safety Plan (Custom Template): \$0

Data Transfer (one-time fee)

From MS Word into Document Tracking Services: \$0

Total Balance Due: \$595

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)

**State of California Participating Addendum No. 7-14-99-22
Local Agency Subscription Agreement**

This Local Agency Subscription Agreement (“**Local Agency Subscription Agreement**”) constitutes an agreement to participate under the terms and conditions of the Purchase Card Services Participating Addendum No. 7-14-99-22 (“**Participating Addendum**”) signed September 29, 2014 and entered into by U.S. Bank National Association (“**U.S. Bank**”) and the State of California, Department of General Services (“**State**”). This Local Agency Subscription Agreement is entered into by U.S. Bank and the “**Local Governmental Agency**” identified herein, and shall become effective upon signing by U.S. Bank (“**Effective Date**”).

RECITALS

- A. The State has entered into the Participating Addendum for the purpose of making available a Purchase Card Program as described in the Participating Addendum for use by State of California state agencies and local governmental agencies;
- B. The State is willing to permit Local Governmental Agency to participate in the Purchase Card Program provided that Local Governmental Agency assumes all responsibility and liability for Local Governmental Agency’s performance of the terms and conditions of the Participating Addendum as if Local Governmental Agency was the entity signing the Participating Addendum, but Local Governmental Agency shall not be liable for the acts and omissions of the State under the Participating Addendum or this Local Agency Subscription Agreement. The State shall not bear liability or responsibility for Local Governmental Agency under the Participating Addendum or this Local Agency Subscription Agreement; and
- C. Local Governmental Agency has received a copy of the Participating Addendum from the State, and after a thorough review of the Participating Addendum, desires to participate as a Local Governmental Agency under the Participating Addendum. Participating Addendum No. 7-14-99-22 is incorporated into this Local Agency Subscription Agreement in its entirety and all terms and conditions of the Participating Addendum apply to the Local Governmental Agency.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, the mutual premises and covenants set forth in the Participating Addendum, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all parties agree as follows:

- 1. **Local Governmental Agency Responsibility.** Local Governmental Agency agrees to accept and perform all duties, responsibilities and obligations required of Participating Agencies as set forth in the Participating Addendum.
- 2. **Authority.** The representations, warranties and recitals of Local Governmental Agency set forth in this Local Agency Subscription Agreement and the Participating Addendum constitute valid, binding and enforceable agreements of Local Governmental Agency. All extensions of credit made to Local Governmental Agency pursuant to this Local Agency Subscription Agreement and the Participating Addendum will be valid and enforceable obligations of Local Governmental Agency and Local Governmental Agency shall pay to U.S. Bank all Debts incurred by Local Governmental Agency in accordance with the terms of the Participating Addendum and this Local Agency Subscription Agreement. The execution of this Local Agency Subscription Agreement and the performance of the obligations hereunder and under the Participating Addendum are within the power of Local Governmental Agency, have been authorized by all necessary action and do not constitute a breach of any contract to which Local Governmental Agency is a party or is bound.
- 3. **Purpose of Card Use.** Local Governmental Agency declares that cards shall be used for official Local Governmental Agency purchases only, and shall not be used for individual consumer purchases or to incur consumer debt. Local Governmental Agency warrants that it possesses the financial capacity to perform all of its obligations under the Participating Addendum and this Local Agency Subscription Agreement.
- 4. The notice address for Local Governmental Agency is:

Gravenstein Union School District
3840 Twig Avenue
Sebastopol, CA 95472
Attn: Jennifer Schwinn, Superintendent

- 5. **Billing Statements.** Local Governmental Agency may choose to have Statements for all Accounts with Central Billing (1) delivered by U.S. mail (“**Paper Statements**”); (2) made available electronically (“**Electronic Statement(s)**”) for Local Governmental Agency to access on its own through the account management system or (3) both delivered as Paper Statements and made available as Electronic Statements. If Local Governmental Agency chooses Electronic Statements only, that is, option (2) herein, U.S. Bank will suppress delivery of Paper Statements.
- 6. **Authorization.** Local Governmental Agency certifies to U.S. Bank that the person executing this Local Agency Subscription Agreement is authorized by Local Governmental Agency in accordance with its organization rules and applicable law to bind

Local Governmental Agency to the terms and conditions of this Local Agency Subscription Agreement, including the authority to incur Debt in the name of Local Governmental Agency.

7. **Execution.** By signing below, the individual(s) signing this Local Agency Subscription Agreement is/are acting in his or her capacity as an authorized signing officer of Local Governmental Agency and not in his or her personal capacity, and certifies and warrants that (1) all action required by Local Governmental Agency organizational documents to authorize the signer(s) to act on behalf of Local Governmental Agency in all actions taken under this Local Agency Subscription Agreement, including but not limited to, the authority to incur Debt on behalf of Local Governmental Agency, has been taken, (2) each signer is empowered in the name of and on behalf of Local Governmental Agency to enter into all transactions contemplated in this Local Agency Subscription Agreement, and (3) the signatures appearing on all supporting documents of authority, if any, are authentic.
8. **Reliance.** Local Governmental Agency has read, understands and agrees to all terms and conditions in this Local Agency Subscription Agreement and the Participating Addendum, and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth herein.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, executed this Local Agency Subscription Agreement.

Dated this _____ day of _____, 20__	Dated this _____ day of _____, 20__
By Local Governmental Agency:	By U.S. Bank:
Gravenstein Union School District (Name)	U.S. Bank National Association
_____ (Signature of Authorized Signer)	_____ (Signature of Authorized Signer)
Jennifer Schwinn (Printed Name of Authorized Signer)	Michael C. Leppones (Printed Name of Authorized Signer)
Superintendent (Printed Title of Authorized Signer)	Vice President (Printed Title of Authorized Signer)

Approved as to form:

(Signature of Attorney for Local Governmental Agency)

(Printed Name of Attorney)

Vendor Number: To be completed by U.S. Bank

Section 1: W-9 information

U.S. Bank requires your taxpayer identification number (TIN) and filing information for all payments that we process. If required, we also use this information to report to the IRS any income paid to you. Please complete Section 1 in its entirety. A Legal Structure type *must* be selected. If exemptions from backup withholding (exempt payee codes) or FATCA reporting (FATCA reporting codes) apply to you, please ensure that the exemption code is entered. The FATCA reporting code is only for payments outside the U.S.

Exempt payee codes:

- 1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 – The United States or any of its agencies or instrumentalities
- 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 – A foreign government or any of its political subdivisions, agencies or instrumentalities
- 5 – A corporation
- 6 – A dealer in securities or commodities required to register in the United States, District of Columbia, or a possession of the United States
- 7 – A futures in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 8 – A real estate investment trust
- 9 – An entity registered at all times during the tax year under the investment Company Act of 1940
- 10 – A common trust operated by a bank under section 584(a)
- 11 – A financial institution
- 12 – A middleman known in the investment community as a nominee or custodian
- 13 – A trust exempt from tax under section 664 or described in section 4947

Exemption from FATCA reporting code:

- A – An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B – The United States or any of its agencies or instrumentalities
- C – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D – A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E – A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F – A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G – A real estate investment trust
- H – A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I – A common trust fund as defined in section 584(a)
- J – A bank as defined in section 581
- K – A broker
- L – A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M – A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2: Automated Clearing House (ACH)

ACH is U.S. Bank's preferred payment method. Signing up for ACH eliminates postal delays and allows U.S. Bank to pay you (vendor) through an automated electronic deposit into your preferred checking account. Funds are credited within 1-2 business days of the payment date for U.S. Bank account holders and 3-5 business days for non-U.S. Bank account holders. A remittance advice detailing the invoice number(s), date and dollar amount will be sent to you via e-mail if an e-mail address is provided or by mail when the payment has been sent electronically to your account. *Please acquire your routing number and account number from a check (not from a deposit slip).*

Section 3: MWBEs & DVBEs

Minority and Women Owned Business Enterprises (MWBEs) - U. S. Bank is committed to building relationships with certified MWBEs, defined as companies that are at least 51 percent owned, controlled and managed by one or more of the following categories - African American, Hispanic American, Asian Pacific American, Asian Indian American, Native American, Woman. Please include a copy of certification. **Disabled Veteran Businesses (DVBE)** - The law defines a disabled veteran as a United States military, naval or air service veteran with a service related disability of at least 10 percent. Please include a copy of certification.

Foreign and Sole Proprietor

If you are a sole proprietor, please complete and submit a W-9 form or Form 8233 from the IRS. For all other legal structures for foreign vendors, please complete a W-8BEN form or W-8ECI form

Submission

U.S. Bank will not process payments without a properly completed W-9 form on file. Send the signed and completed W-9 form to U.S. Bank with your completed contracts or other legal document (rebate addenda, etc.).



Return completed form to U.S. Bank with completed contracts or other legal documents (rebate addenda, etc.)

Vendor Number:(to be completed by U.S. Bank)
Must be completed and returned for payments to be processed.

Section 1: W-9

Gravenstein Union School District

Legal Name

Trade Name

3840 Twig Ave

Address

Sebastopol

City

CA

State

95472

ZIP

707/823-7008

Phone

707/823-2108

Fax

Federal Taxpayer Identification Number (TIN)*

TIN Type (Check one)

[] Social Security Number [X] Employer Identification Number

*MUST match the person/entity listed above

Legal Structure

[] Sole Proprietorship

[] Corporation

[] Partnership

[] Tax Exempt Organization

[X] Government Agency

[] Other, please specify _____

If LLC, please select one of the following:

[] LLC C Corporation

[] LLC Partnership

[] LLC Sole Proprietor ship (Legal

Name/SSN Required)

Legal Name _____

SSN _____

Exemptions:

Exempt payee code (if any) _____

Exemption from FATCA reporting code

(if any) _____

Section 2: Automated Clearing House (Direct Deposit)

U.S. Bank's preferred payment method.

[] Authorization Agreement for Automatic Deposits (ACH Credits)

I (We) hereby authorize U.S. Bank, on behalf of any affiliate for which it processes payments, hereinafter called COMPANY, to initiate credit entries to my (our) account indicated below and the depository/financial institution named below, hereinafter called BANK, to credit the same to such account.

E-mail address1 (to receive electronic remittance advices)

cps.rebates@usbank.com

E-mail address2

Checking Account Information (Please attach a voided check or copy of a check with MICR coding)

Routing/ABA Number

Account Number

Bank Name

Branch

City

State

ZIP

Phone

This authority is to remain in full force and effect until COMPANY has received written notification from me (us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonably opportunity to act on it.

Section 3: MWBE & DVBE

Is your company certified as a minority/ woman owned business?

[X] No [] Yes (if yes, a copy of your minority/woman owned certification MUST BE INCLUDED)

MWBE Business Status (check all that apply):

[] African American

[] Hispanic American

[] Asian Pacific American

[] Asian Indian American

[] Native American

[] Woman

Is your company certified as a Disabled Veteran Business Enterprise?

[] No [] Yes (if yes, a copy of your DVBE certification MUST BE INCLUDED)

This will certify to U.S. Bank that I have read the requirements cited on this form, and the company classification(s) I have selected above are true and correct. I will advise U.S. Bank if our classification should change.

Section 4: Signature (required)

Name (Print): Jennifer Schwinn Title: Superintendent

Signature

Date

For Internal Use Only: DUNS#

CERTIFICATE OF AUTHORITY
*****INSTRUCTIONS*****

Before completing the Certificate of Authority, please read:

- If the Local Agency Subscription Agreement being signed was "approved as to form" by an attorney, it is not necessary to complete the attached Certificate of Authority (C of A).
- If the Local Agency Subscription Agreement was not "approved as to form" by an attorney, please complete the attached C of A (page 7).
- Be sure to date all documents upon signing. Undated documents cannot be accepted and will be returned for dating.

**Signing Instructions for
Certificate of Authority**

Note that three (3) different individuals must sign and date the C of A. If the Local Governmental Agency does not have three individuals who are authorized to sign on behalf of the Local Governmental Agency, please refer to page 6.

Section 1 Organizational Information- Enter the legal Local Governmental Agency name and the tax ID number on the C of A. Note: The legal name of the Local Governmental Agency name is required. The legal name is usually the name on the Local Governmental Agency's financial statements.

Section 2 Authorized Persons - The individual who signed the Local Agency Subscription Agreement must complete and sign in Section 2.

Section 3 Execution Requirement - Check only one box in Section 3 to indicate how many individuals (either 1 or 2) that the Local Governmental Agency requires to sign legal documents on behalf of the Local Governmental Agency.

Section 4 Execution - No action required.

Section 5 Certification - Two (2) individuals must sign and date Section 5 as well as insert their names and titles. Note: The individual(s) who signed in Section 2 **cannot** sign in Section 5 or this document is invalid.

- An officer of the Local Governmental Agency ("**Officer One**") is required to sign the top area of Section 5 attesting to the signatures in Section 2.
- One other officer of the Local Governmental Agency ("**Officer Two**") must sign the bottom area of Section 5 attesting to the signature of Officer One.

Please see examples below:

5. **Certification.** I certify that I am the **Secretary** and I am acting in my official capacity as an authorized officer who has been given the authority by the Local Governmental Agency to certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Local Governmental Agency to execute and deliver to U.S. Bank, on behalf of the Local Governmental Agency, and to bind the Local Governmental Agency under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

JOHN DOE

↑ PRINTED NAME OF THE **SECRETARY** OF THE LOCAL GOVERNMENTAL AGENCY ↑ (CANNOT BE AN AUTHORIZED PERSON LISTED IN SECTION 2)

↑ Signature of the **Secretary** of the Local Governmental Agency ↑

DATE

I certify that I am an officer of the Local Governmental Agency, and as such, I certify that the above-named **Secretary** is acting in such capacity on behalf of the Local Governmental Agency, the signature below is my genuine signature and the signature above is the genuine signature of such Secretary.

JANE SMITH, TREASURER

↑ PRINTED NAME & TITLE OF INDIVIDUAL SIGNING BELOW ↑ (CANNOT BE AN AUTHORIZED PERSON LISTED IN SECTION 2)

↑ Signature ↑ Attested by One (1) Other Individual of the Local Governmental Agency

DATE

**EXAMPLES TO Signing Instructions
for
Certificate of Authority (C Of A)**

EXAMPLE 1:

1. One (1) person is required to sign legal documents, and
2. Local Governmental Agency has more than two (2) authorized signatories who can attest to signatures of other signatories.

Local Agency Subscription Agreement: Person A signs.

C of A Section 2: Person A completes and signs.

C of A Section 3: First box is checked.

C of A Section 5: Person B (preferably the Secretary) signs attesting to the signature of Person A
AND

Person C signs attesting to Person B's authority and signature.

EXAMPLE 2:

1. Two (2) people are required to sign legal documents, and
2. Local Governmental Agency has more than two (2) authorized signatories who can attest to signatures of other signatories.

Local Agency Subscription Agreement: Persons A and B sign.

C of A Section 2: Persons A and B complete and sign.

C of A Section 3: Second box is checked.

C of A Section 5: Person C (preferably the Secretary) signs attesting to the signatures of Persons
A and B

AND

Person D signs attesting to Person C's authority and signature.

EXAMPLE 3:

1. One (1) person is required to sign legal documents, and
2. Local Governmental Agency has only one (1) other authorized signatory who can attest to signatures of other signatories.

Local Agency Subscription Agreement: Person A signs.

C of A Section 2: Person A completes and signs.

C of A Section 3: First box is checked.

C of A Section 5: Person B (preferably the Secretary) signs attesting to the signature of Person A.
NOTE: If the Secretary can sign the C of A, than they cannot be Person A; they must be Person B.

AND

Person A signs attesting to Person B's authority and signature.

EXAMPLE 4:

1. Two (2) people are required to sign legal documents, and
2. Local Governmental Agency has only one (1) other authorized signatory who can attest to signatures of other signatories.

Local Agency Subscription Agreement: Persons A and B sign.

C of A Section 2: Persons A and B complete and sign.

C of A Section 3: Second box is checked.

C of A Section 5: Either Person A or B (preferably the Secretary) signs attesting to the signature of
Persons A and B.

NOTE: If the Secretary can sign the C of A, than they must sign in Section 4 and the other person must sign in Section 5 **AND** the Person who did not sign Section 4 signs attesting to the signing authority and signature of the person who did sign in Section 4, subject to the note above.

CERTIFICATE OF AUTHORITY

1. **Organizational Information.** This Certificate of Authority has been completed on behalf of the following Local Governmental Agency (the "Local Governmental Agency"):

Local Governmental Agency Legal Name: Gravenstein Union School District

Federal Tax Identification Number: _____

2. **Authorized Persons.** In accordance with the governance rules relating to the Local Governmental Agency, the following individuals (the "Authorized Person(s)") are authorized, on behalf of the Local Governmental Agency, to execute and deliver to U.S. Bank National Association ("U.S. Bank") and/or its affiliates the applicable contract(s), any applicable addenda and/or amendments thereto and any other documents or writings required by U.S. Bank (collectively, the "Documents") for the purpose of establishing one (1) or more card programs, extending credit and providing related services to the Local Governmental Agency with U.S. Bank in the United States (collectively, the "Services"):

Name	Title	Signature
Jennifer Schwinn	Superintendent	
Catrina Howatt	Business Manager	

3. **Execution Requirements.** The governance rules relating to the Local Governmental Agency require the following number of Authorized Persons to sign the Documents for the Services (choose only one box):

- One (1) Authorized Person
 Two (2) Authorized Persons

4. **Execution.** By signing the Documents, each individual signing in his or her capacity as an authorized signing officer of the Local Governmental Agency and not in his or her personal capacity, certifies and warrants that (a) all action required by Local Governmental Agency's organizational documents to authorize the signer(s) to act on behalf of the Local Governmental Agency in all actions taken under the Documents, including but not limited to, the authority to incur debt on behalf of the Local Governmental Agency, has been taken, (b) each signer is empowered in the name of and on behalf of the Local Governmental Agency to enter into all transactions and Services contemplated in the Documents, and (c) the signatures appearing on all supporting documents of authority are authentic.

5. **Certification.** I certify that I am the Clerk of the Board and I am acting in my official capacity as an authorized officer who has been given the authority by the Local Governmental Agency to certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Local Governmental Agency to execute and deliver to U.S. Bank, on behalf of the Local Governmental Agency, and to bind the Local Governmental Agency under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

Desiree Beck

↑ Printed Name of the Clerk of the Board of the Local Governmental Agency↑ (Cannot be an Authorized Person listed in Section 2)

↑ Signature of the Clerk of the Board of the Local Governmental Agency↑

Date

I certify that I am an officer of the Local Governmental Agency, and as such, I certify that the above-named Clerk of the Board is acting in such capacity on behalf of the Local Governmental Agency, the signature below is my genuine signature and the signature above is the genuine signature of such Clerk of the Board.

Jim Horn, President of the Board

↑ Printed Name & Title of Individual Signing Below ↑ (Cannot be an Authorized Person listed in Section 2)

↑ Signature ↑ Attested by One (1) Other Individual of the Local Governmental Agency

Date

GRAVENSTEIN UNION SCHOOL DISTRICT
Resolution #161012-2 to Support PROPOSITION 55:
The California Children's Education and Health Care Protection Act of 2016

WHEREAS, the Gravenstein Union School Board is committed to making policy and financial decisions that enable the school district to provide quality educational programs and services to the school-age children of our community; and

WHEREAS, during the recent recession, the state cut more than \$56 billion from education, healthcare and other critical services; and public schools statewide experienced unprecedented funding reductions and apportionment deferrals; and

WHEREAS, California public schools rank 42nd out of the 50 states in per-pupil spending; California public schools are the most crowded in the nation; and California provides fewer guidance counselors and librarians per student than any other state in the nation;¹ and

WHEREAS, many of California's schoolchildren come from low-income families that lack access to the health care services needed to keep those children in school and learning; and

WHEREAS, passage of Proposition 30 in 2012 helped increase state revenues, providing a significant boost to California's K-12 school spending and sending funds directly to school districts through the Education Protection Account; and

WHEREAS, the revenues from Proposition 30 will decline after 2016 and will disappear completely after 2018, the last year its provisions will be in effect; and

WHEREAS, Proposition 55, the California Children's Education and Health Care Protection Act of 2016 would extend the Proposition 30 temporary income tax rates for an additional 12 years, to continue funding the Education Protection Account and boost spending on health care for low income families; and

WHEREAS, unless Californians extend the Proposition 30 temporary tax increases, the state's schools most likely will receive relatively fewer dollars in the years ahead, raising the prospect that California's school spending will fall even further behind the nation; and

WHEREAS, the California School Boards Association supports Proposition 55, the California Children's Education and Health Care Protection Act of 2016; and

WHEREAS, (insert examples that demonstrate specific programmatic investments that need to continue into the future and depend current funding levels); now, therefore, be it

¹ http://calbudgetcenter.org/wp-content/uploads/Californias-Support-for-K12-Education-Ranks-Low-by-Almost-Any-Measure_FactSheet_11.17.2015.pdf

RESOLVED that the Gravenstein Union School Board joins the California School Boards Association and governing boards around the state in supporting Proposition 55, the California Children’s Education and Health Care Protection Act of 2016 and in urging the Legislature to work with the public education community to identify stable, long-term, adequate funding solutions for public schools.

BE IT FURTHER RESOLVED, that this body, the Gravenstein Union School Board, supports the passage of Proposition 55, the California Children’s Education and Health Care Protection Act of 2016 because it provides needed revenue to public schools.

Adopted by the Governing Board of the Gravenstein Union School Board on October 6, 2016.

Signature (Governing Board Secretary)

Date

Please forward a copy of the signed resolution to the California School Boards Association by emailing it to govrel@csba.org.

Bylaws of the Board

BB 9270(a)

CONFLICT OF INTEREST

Incompatible Activities

Note: Government Code 1126 prohibits district officers and employees from engaging in any employment or activity which is inconsistent, incompatible, in conflict with or inimical to their duties with the district. Such incompatible service or assumption of office results in termination of the prior incompatible office. Attorney General opinions have indicated that it would be incompatible for Governing Board members to serve on other elected or appointed boards, councils or commissions that have interests which may conflict with the interests of the district. (68 Ops. Cal. Atty. Gen. 171 (1985), 65 Ops. Cal. Atty. Gen. 606 (1982)) The determination as to whether an activity or office is incompatible is complex and requires a case-by-case analysis of the particular activities or duties of the office; therefore it is recommended that district legal counsel be consulted as appropriate.

Governing Board members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district. (Government Code 1126)

Note: Pursuant to Education Code 35107, an employee of a school district may not be sworn into office as an elected or appointed member of that district's Board unless he/she resigns as an employee. If the employee does not resign, the employment automatically terminates when he/she is sworn into office.

Conflict of Interest Code

Note: The Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313. Pursuant to 2 CCR 18730, Government Code requirements are satisfied if a district incorporates that regulation by reference along with a designation of employees and the formulation of disclosure categories in an Appendix, as provided for in this bylaw. The following paragraph provides for the incorporation of 2 CCR 18730, and any subsequent amendments adopted by the Fair Political Practices Commission (FPPC), as the terms of the district's conflict of interest code. In some counties, the county provides the conflict of interest code to be used.

The district's conflict of interest code shall comprise of the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

Note: Pursuant to Government Code 87303, the district's conflict of interest code must be approved by the appropriate code reviewing body as specified in Government Code 82011. For school districts located entirely in one county the code reviewing body is the Board of Supervisors of the county in which the district is located. The FPPC is the code reviewing body for school districts with jurisdiction in more than one county. Those districts that submit their code to the FPPC for review are not required to submit this entire bylaw to the FPPC but should submit: (1) the "incorporation" paragraph above and (2) the list of designated employees with corresponding disclosure categories (see the Appendix to this bylaw).

CONFLICT OF INTEREST (continued)

BB 9270 (b)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by changed circumstances such as the creation of new designated positions, amendments or revisions shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

If a Board member or designated employee determines that he / she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)

Financial Interest

Note: Pursuant to Government Code 1092, if any one Board member or designated employee has a financial interest in a contract, it is an absolute bar for that Board to enter into the prohibited contract. The Attorney General has opined in 69 *Ops. Cal. Atty. Gen* 255 (1986) that these prohibitions cannot be avoided by having the financially interested Board member abstain from participating in the matter. The determination of whether a financial interest exists involves a review of statutes, court decisions and attorney general opinions as they apply to the particular facts at issue. The analysis can be complex and legal counsel should be consulted as appropriate.

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty

CONFLICT OF INTEREST (continued)

BB 9270 (c)

2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091

Note: In Thorpe v. Long Beach Community College District, the court held that the promotion of an employee, whose spouse was a member of the district's Board of Trustees, to a new position constituted a new employment and thus was a prohibited conflict of interest under Government Code 1090 and 1091.5. This decision is consistent with several Attorney General opinions. In 80 Ops. Cal. Atty. Gen. 320 (1997), the Attorney General found that a Board member's spouse who has no previous contractual relationship with the district could not be hired by the district, whether as a substitute teacher or in any other employment capacity. While this opinion involved the initial hiring of the substitute teacher by the district, the Attorney General has previously interpreted the phrase employment for at least one year to mean the employment with the district. This opinion, 69 Ops. Cal. Atty. Gen. 255 (1986), stated that a spouse employed by the district at the time the Board member was elected or appointed may continue annual employment as a substitute teacher, since the status quo with respect to the spouse's employment would continue: However, if the spouse were to attempt to become a permanent employee, the Board would be required to make a new contract, an action which would be prohibited under Government Code 1090. In 81 Ops. Cal. Atty. Gen. 327 (1998), the Attorney General opined that a first-year probationary teacher whose spouse becomes a board member during the teacher's first year of probation, may not return the following year as a second-year probationary teacher since a new contract would be required for the following year.

4. That of a spouse of an officer or employee of the district if his/her spouse's employment or office holding has existed for at least one year prior to his/her election or appointment
5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has legal obligation to give particular consideration, and provided further that such interest is noted in its official records
7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records

CONFLICT OF INTEREST (continued)

BB 9270 (d)

8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm.

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

Note: Pursuant to Government Code 87101, even if no exception in Government Code 1091.5 applies, an official may still enter into a contract if the rule of necessity or legally required participation applies. In general, this rule will permit a district to acquire an essential supply or service. The rule also permits a Board member to carry out an essential duty of his/her office where he/she is the only one who may legally act and there is no alternative source of decision-making authority other than to permit the conflicted official to participate in accordance with 2 CCR 18708, as amended and renumbered in Register 2001, No. 2.

It is recommended that the district consult legal counsel when situations arise involving financial interests in contracts or the rule of necessity.

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Note: Board members who willfully fail to disclose a remote interest in a contract may be subject to a fine or imprisonment pursuant to Government Code 1097.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

CONFLICT OF INTEREST (continued)

BB 9270 (e)

Note: The following paragraph reflects the common law definition of "relative within the third degree".

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Gifts

Note: Pursuant to 2 CCR 18730, the prevailing gift limitation is currently \$320. This amount is adjusted on odd-numbered years by the FPPC.

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term *honorarium* does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Note: Exceptions exist within the Government Code's definitions of gifts. Income, interest in real property and investment; see Government Code 82028, 82030, 82033 and 82034.

**APPENDIX
DESIGNATED POSITIONS/DISCLOSURE CATEGORIES**

Note: It's important that the district's Conflict of Interest Code contain the following appendix listing **designated positions**. This appendix should be modified to reflect the specific reporting requirements and positions within the district. Those districts in which the FPPC is their code reviewing body are required to submit their designated positions and disclosure categories to the FPPC along with a copy of the district's incorporation statement; see page (a).

The following paragraph is for use only by districts where Board members and/or the Superintendent or designee are considered to be "officials who manage public investments" and who are required to file a full financial disclosure statement in accordance with Government Code 87200. According to the FPPC, "officials who manage public investments" are Board members and/or superintendents and/or other officials who manage investments in districts that have surplus or special reserve funds to invest in permitted securities and investments pursuant to Education Code 41015 and are defined in 2 CCR 18701. Individuals, who direct the investment of these funds, formulate or approve policies for the investment of these funds, or approve investment transactions involving these funds are considered "officials who manage public investments." Even if the Board delegates day-to-day investment decisions to the Superintendent or designee, Board members are considered "officials who manage public investments" if they set or approve policy as to the investment of these funds. In such districts, Board members must be listed below, even if the Superintendent or designee makes all day-to-day decisions. If investments are managed by a person other than or in addition to the Superintendent, that person's title should be added to the list.

Districts in which Board members and the Superintendent do not "manage public investments" should delete the following paragraph and move the items in the list ("Governing Board Members" and "Superintendent of Schools") to Category 1 below. These are districts in which (1) the district does not have any surplus or special reserve funds to invest and merely deposits all funds it receives in the county treasury pursuant to Education Code 41001-41002.5 or (2) the district participates in a fund where a Tax and Revenue Anticipation Note (TRANs) is issued. Board members and superintendents in these types of situations are not considered to have discretion regarding the investment of the district's money and are therefore not "public officials who manage public investments. Instead of being required to file full financial disclosure statements, they are subject to their district's conflict of interest code and should be listed as designated employees

Note: This remainder of this appendix. is for use by all districts. Government Code 87302 requires the district conflict of interest code to identify the district positions that require the disclosure of financial interests and the specific types of disclosure required for each position. Positions listed below are examples only and should be modified to reflect district practice. If the district's Board members and Superintendent are not "officials who manage public investments," they are subject to the district's conflict of interest code and their titles should be added to Category 1.

1. Persons occupying the following positions are designated employees in Category 1:

**Governing Board Members
Superintendent of Schools**

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
 - (1) Are engaged in the acquisition or disposal of real property within the district

CONFLICT OF INTEREST (continued)

BB 9270 (g)

- (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or
- (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district

Note: The definition of designated employees in Government Code 82019 includes consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or designee shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.

2. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

Note: As amended and renumbered in Register 2001, No. 2, 2 CCR 18701 provides the following definition of "consultant".

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation
- b. Adopt or enforce a law
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
- d. Authorize the district to enter into, modify or renew a contract that requires district approval
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party
- f. Grant district approval to a plan, design, report, study or similar item
- g. Adopt or grant district approval of district policies, standards or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)

CONFLICT OF INTEREST (continued)

BB 9270 (h)

Legal Reference:

EDUCATION CODE

- 1006 Qualifications for holding office
- 35107 School district employees
- 35230-35240 Corrupt practices
- 35233 Prohibitions applicable to members of governing boards.

GOVERNMENT CODE

- 1 090-1098 Prohibitions applicable to specified officers
- 1125-1129 Incompatible activities
- 81000-91015 Political Reform Act of 1974, especially:
 - 82011 Code reviewing body
 - 82019 Definition of designated employee
 - 82028 Definition of gifts
 - 82030 Definition of income
- 87100-87103.6 General prohibitions
- 87200-87210 Disclosure
- 87300-87313 Conflict of interest code
- 87500 Statements of economic interests
- 89501-89503 Honoraria and gifts 91000-91014 Enforcement

CODE OF REGULATIONS, TITLE 2

- 18110-18997 Regulations of the Fair Political Practices Commission

COURT DECISIONS

- Thorpe v. Long Beach Community College District. (2000) 83 Cal App. 4th. 655*
- Kunec v. Brea Redevelopment Agency, (1997) 55 Cal App. 4th 511*

ATTORNEY GENERAL OPINIONS

- 82 Ops. Cal. AttyGen. 83 (1999)
- 81 Ops. Cal. AttyGen. 327 (1998)
- 80 Ops. Cal. AttyGen. 320 (1997)
- 69 Ops. Cal. AttyGen. 255 (1986)
- 68 Ops. Cal. AttyGen. 171 (1985)
- 65 Ops. Cal. AttyGen. 606 (1982)

Management Resources:

WEB SITES

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Adopted: 3-11-04

Reviewed: Zups

**GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, California**

Proposed

CSBA Sample

Board Bylaw

Conflict Of Interest

BB 9270
Board Bylaws

Note: The determination as to whether a conflict of interest exists must be analyzed under two separate sets of statutes: (1) the conflict of interest provisions of the Political Reform Act (PRA) (Government Code 87100-87505), detailed in the section below entitled "Conflict of Interest under the Political Reform Act," and (2) Government Code 1090-1098, detailed in the section below entitled "Conflict of Interest under Government Code 1090 - Financial Interest in a Contract." Even when a conflict does not exist pursuant to those statutes, a violation might still occur under the common law doctrine against conflict of interest; see the section below entitled "Common Law Doctrine Against Conflict of Interest."

Note: Because the law and definitions are quite complex, it is strongly recommended that districts consult with legal counsel and staff from the Fair Political Practices Commission (FPPC) as soon as a potential conflict is presented.

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

Note: The following paragraph reflects the common law definition of "relative within the third degree."

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Note: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313. Board members and employees designated in the district's conflict of interest code are required by Government Code 87500 to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and designated employees who "manage public investments"; see section below entitled "Additional Requirements for Boards that Manage Public Investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation.

Note: Pursuant to Government Code 87303, the district's conflict of interest code must be approved by the appropriate code reviewing body. For districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The FPPC is the code reviewing body for those school districts located in more than one county.

Note: Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference, along with a list of designated positions and disclosure categories. The accompanying exhibit (E 9270) contains a sample resolution that includes an appendix with designated positions and disclosure categories which, once adopted by the Board, will comprise the terms of the district's conflict of interest code that should be submitted to the code reviewing body.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

Note: The FPPC has adopted an eight-step analysis, detailed in Government Code 87100-87500, 2 CCR 18700-18755, and interpretive opinions, to determine whether a conflict of interest exists under the PRA. When such a conflict exists, the affected Board member must disclose the interest and disqualify himself/herself from participating in the decision, as specified below. Because Family Code 297.5 grants a registered domestic partner the same rights, protections, and benefits as a spouse under state law, analysis of a conflict of interest with regards to a Board member's spouse is also applicable to a registered domestic partner.

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

Note: 2 CCR 18705 permits a Board member who is financially interested in a contract to participate in making a decision on the contract if (1) he/she discloses the existence of the conflict and describes with particularity the nature of his/her economic interest in the contract; (2) gives a summary description of the circumstances under which he/she believes the conflict may arise; and (3) either he/she, another Board member, or a district employee discloses the legal basis for concluding that no alternative source of decision exists for the district. In general, this rule will permit a district to acquire an essential supply or service. CSBA strongly recommends that legal counsel be consulted when situations arise involving the rule of necessity, as strict compliance is required.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Note: The following optional section is for use only by districts in which the Board and/or designated employees are considered to be "officials who manage public investments" and who are required to file a full financial disclosure statement in accordance with Government Code 87200. It should be deleted by all other districts. See the accompanying exhibit for further information.

Note: According to the FPPC, officials who manage public investments are boards or designated employees who manage the investment of district surplus or special reserve funds in permitted securities and investments pursuant to Education Code 41015. Those boards that direct the investment of these funds, formulate or approve policies for the investment of these funds, even if they delegate day-to-day investment decisions to staff, or approve investment transactions involving these funds are considered officials who manage public investments.

Note: The Board does not manage public investments when the district does not have any surplus or special reserve funds to invest and merely deposits all funds it receives (1) in the county treasury pursuant to Education Code 41001-41002.5 or (2) in a fund where a Tax and Revenue Anticipation Note (TRANs) is issued. Board members and superintendents in these types of situations are not considered to have discretion regarding the investment of the district's money and are therefore not officials who manage public investments.

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:
(Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Note: Pursuant to Government Code 1090, if a Board member has a financial interest in a contract, it is an absolute bar for that district to enter into the contract. The Attorney General has opined in 69 Ops.Cal.Atty.Gen. 255 (1986) that, unlike the PRA, the prohibitions in Government Code 1090 cannot be resolved by having the financially interested Board member abstain from participating in the matter. However, there are two categories of exceptions. If a financial interest meets the definition of a "noninterest" as specified in Government Code 1091.5, then the restrictions in Government Code 1090 do not apply and the district can enter into the contract. Secondly, if a Board member's interest is deemed a "remote interest" pursuant Government Code 1091, then the district can enter into the contract as long as certain conditions are satisfied, as specified below.

Note: While the prohibitions in the PRA only apply to designated employees, the prohibitions in Government Code 1090 apply to all district employees and consultants. California appellate courts have ruled in McGee v. Balfour Beatty Construction LLC and Davis v. Fresno Unified School District that Government Code 1090 applies to consultants, including corporate consultants, who fill the roles and positions of officers, employees, and agents of the district. However, the Attorney General has opined in 63 Ops.Cal.Atty.Gen. 868 (1980) that an employee's financial interest would not prohibit the district from entering into a contract as long as the employee has not participated in the making of the contract, such as in discussions and planning, as detailed below.

Note: Government Code 1090 does not define financial interest, but courts have held that, for the purposes of this statute, the definition of "financial interest" is not the same as the definition in the PRA which requires a "material financial effect" in order for a conflict to exist. Because the determination of whether a financial interest exists involves a review of statutes, court decisions, and Attorney General opinions as they apply to the particular facts at issue, the analysis can be complex and legal counsel should be consulted as appropriate.

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

***Note: The district may enter into a contract when a Board member's interest is a "remote interest" as defined in Government Code 1091. Generally, this issue arises when the district wishes to enter into a

contract with the Board member's employer. When the conditions specified in Government Code 1091 are satisfied (e.g., Board member is an employee of a nonprofit organization, the employer has at least 10 employees, and the Board member has been employed more than three years), then the district may enter into the contract as long as the affected Board member discloses the remote interest and abstains from the matter.***

Note: Board members who willfully fail to disclose a remote interest in a contract may be subject to a fine or imprisonment pursuant to Government Code 1097.

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

Note: Pursuant to Government Code 1091.5, certain financial interests are defined as "noninterests," meaning a conflict of interest does not exist and the district can enter into the contract. One of the noninterests listed in Government Code 1091.5 is when a Board member's spouse has been employed by the district for at least one year prior to the Board member's election or appointment. If the spouse has not been employed by the district for at least one year prior to the Board member's election or appointment, the exception does not apply and Government Code 1090 prohibits the district from entering into a new contract to hire the spouse. (80 Ops.Cal.Atty.Gen. 320 (1997))

Note: Attorney General opinions and case law have further clarified the application of this noninterest exception when a previously employed spouse changes to a different position during the Board member's term. Generally, these opinions have held that a lateral transfer or change of classification that does not require Board approval (e.g., second year probationary teacher automatically achieving permanent status, step increase) is the same employment not requiring a new contract and thus constitutes a noninterest. (92 Ops.Cal.Atty.Gen. 26 (2009), 87 Ops.Cal.Atty.Gen. 23 (2004)) However, when a new contract is involved (e.g., promotion from classroom teacher to principal, substitute employee becoming a probationary employee), the exception in Government Code 1091.5 does not apply and the action would be prohibited under Government Code 1090 because Board approval of the contract is required. (Thorpe v. Long Beach Community College District, 69 Ops.Cal.Atty.Gen. 255 (1986))

Note: Because this area of law is complex, it is strongly recommended that district legal counsel be consulted if a Board member's spouse is an employee of the district or when analyzing whether an interest is a noninterest or remote interest.

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

Note: Even when there is not a conflict pursuant to the PRA (Government Code 87100-87505) or Government Code 1090, the Attorney General has found that special situations may still exist under the common law doctrine against conflict of interest which, unlike the statutes, extends to noneconomic interests. In 92 Ops.Cal.Atty.Gen. 19 (2009), the Attorney General opined that a redevelopment board member should abstain from voting on a loan agreement where the recipient of the loan was a corporation owned by the board member's adult son. Although the board member was not financially interested in the contract under the PRA or Government Code 1090, the Attorney General determined that abstention was necessary in order to avoid a conflict between the member's official and personal interests and to avoid the appearance of impropriety.

Note: Districts are encouraged to consult legal counsel if situations arise that raise the question as to whether such a conflict exists.

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Note: Government Code 1099 and 1126 prohibit Board members and employees from engaging in any employment or activity which is inconsistent, incompatible, in conflict with, or inimical to their duties with the district. Government Code 1126 mandates the district to adopt procedures regarding this prohibition. See BP 4136/4236/4336 - Nonschool Employment for language implementing this mandate relative to employees.

Note: Attorney General opinions have indicated that it would be incompatible for Board members to serve on other elected or appointed boards, councils, or commissions that have interests which may conflict with the interests of the district (85 Ops.Cal.Atty.Gen. 60 (2002); 68 Ops.Cal.Atty.Gen. 171 (1985); 65 Ops.Cal.Atty.Gen. 606 (1982)). If a Board member is sworn into an incompatible office, then his/her position in the prior office is automatically terminated.

Note: Pursuant to Education Code 35107, an employee of a school district may not be sworn into office as an elected or appointed member of that district's Board unless he/she resigns as an employee. If the employee does not resign, the employment automatically terminates when he/she is sworn into office. See BB 9220 - Governing Board Elections.

Note: The determination as to whether an activity or office is incompatible is complex and requires a case-by-case analysis of the particular activities or duties of the office; therefore, it is recommended that district legal counsel be consulted as appropriate.

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)
(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Note: Pursuant to 2 CCR 18730, the gift limitation is currently \$460. This amount is adjusted in odd-numbered years by the FPPC. Pursuant to Government Code 89503, Board members and candidates are subject to gift limitation for gifts from all sources except when exempted by law or regulation. For those Board members who file a Form 700 based on the disclosure categories specified in the district's conflict of interest code pursuant to Government Code 87302 (see the accompanying exhibit), the gift limit is only applicable as to those individuals and entities that are disclosed on the Form 700.

Note: Several exceptions exist within the Government Code's definitions of gifts, income, interest in real property, and investment; see Government Code 82028, 82030, 82033, and 82034. If questions arise as to such exceptions, the district may seek clarification from the FPPC through email to advice@fppc.ca.gov or consult legal counsel.

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Note: Board members and designated employees may, in the circumstances described in Government Code 89506, receive payments, advances, or reimbursements for travel and related lodging and subsistence, which will not be subject to the gift limit set in Government Code 89503.

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE

- 1006 Qualifications for holding office
- 35107 School district employees
- 35230-35240 Corrupt practices, especially:
- 35233 Prohibitions applicable to members of governing boards
- 41000-41003 Moneys received by school districts
- 41015 Investments

FAMILY CODE

- 297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

- 1090-1099 Prohibitions applicable to specified officers
- 1125-1129 Incompatible activities
- 81000-91014 Political Reform Act of 1974, especially:
- 82011 Code reviewing body
- 82019 Definition, designated employee
- 82028 Definition, gift
- 82030 Definition, income
- 82033 Definition, interest in real property
- 82034 Definition, investment
- 87100-87103.6 General prohibitions
- 87200-87210 Disclosure
- 87300-87313 Conflict of interest code
- 87500 Statements of economic interests
- 89501-89503 Honoraria and gifts
- 89506 Ethics; travel

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18750.1-18756 Conflict of interest codes

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

(7/10) 5/16

Proposed

CSBA Sample

Exhibit

Conflict Of Interest

E 9270

Board Bylaws

RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

Note: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313 of the Political Reform Act (PRA). Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference along with a list of designated positions and disclosure categories. Board members and designated employees must annually file a Statement of Economic Interest/Form 700 pursuant to the disclosure requirements of the district's conflict of interest code.

Note: Government Code 87303 requires a district's conflict of interest code to be approved by a code reviewing body. For school districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The Fair Political Practices Commission (FPPC) is the code reviewing body for school districts with jurisdiction in more than one county.

Note: The code reviewing body needs to review only the portion of the district's conflict of interest code that specifies the district's designated positions and the disclosure categories as detailed in the following sample Resolution, including its Appendix, and not the other legal requirements related to conflict of interest reflected in the accompanying sample bylaw. The Resolution, including the Appendix, should be adopted by the Board and, as necessary, forwarded to the code reviewing body. Pursuant to Government Code 87306.5, the code reviewing body is required to notify the district in even-numbered years of the need to review the district's conflict of interest code. Upon such notification, the district should review the Appendix and make any necessary changes. In some counties, the code reviewing body requires that a resolution be adopted during each review and that the Board's resolution and amended appendix be submitted to that body. In other counties, only the appendix needs to be submitted. In both cases, districts need not submit BB 9270 - Conflict of Interest to the code reviewing body. In addition to the biannual review, districts should modify the Appendix and submit it, and the resolution if required, to the code reviewing body when any changed circumstances within the district require amendments to the Appendix, such as the creation of new designated positions or a change of duties assigned to existing positions.

Note: The following resolution should be modified to reflect district practice as well as any specific requirements of the district's code reviewing body.

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Gravenstein Union School District has previously

adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Gravenstein Union School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Gravenstein Union School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

Secretary/President

Conflict of Interest Code of the
Gravenstein Union School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

Note: The following list must be modified to reflect the specific disclosure categories in the district.

1. Category 1: A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. Category 2: A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Note: Item #3 below is for use only by districts in which the Board and Superintendent "manage public investments." All other districts must delete item #3.

***Note: Government Code 87500 requires public officials and designated employees to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and Superintendents who "manage public investments." Those Board members and

designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation. See section in accompanying bylaw entitled "Additional Requirements for Boards that Manage Public Investments" for a further discussion of this issue.***

3. Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

Note: The following list must be modified to reflect the specific designated positions and applicable disclosure categories in the district. For districts in which the Board and Superintendent "manage public investments," the disclosure category for Board members and the Superintendent in the list below must be modified to "Full Disclosure."

Designated Position and Disclosure Category

Governing Board Members	1
Superintendent of Schools	1
Assistant/Associate Superintendent	1
Purchasing Agent	1
Director	2
Principal	2
Assistant Principal	2
Maintenance and Operations Director	2
Program Coordinator	2
Project Specialist	2
Supervisor	2
Dean of Students	2

Disclosures for Consultants

Note: The definition of designated employees in Government Code 82019 includes consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or designee shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent

of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

**GRAVENSTEIN UNION SCHOOL DISTRICT
RESOLUTION 161012-3 CONFLICT OF INTEREST**

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Gravenstein Union School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Gravenstein Union School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Gravenstein Union School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

Secretary/President

Conflict of Interest Code of the
Gravenstein Union School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

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1. Category 1: A person designated Category 1 shall disclose:
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 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. Category 2: A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Note: Item #3 below is for use only by districts in which the Board and Superintendent "manage public investments." All other districts must delete item #3.

Note: Government Code 87500 requires public officials and designated employees to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and Superintendents who "manage public investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation. See section in accompanying bylaw entitled "Additional Requirements for Boards that Manage Public Investments" for a further discussion of this issue.

3. Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:

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Designated Position and Disclosure Category

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- Assistant/Associate Superintendent 1
- Purchasing Agent 1
- Director 2
- Principal 2
- Assistant Principal 2
- Maintenance and Operations Director 2
- Program Coordinator 2
- Project Specialist 2
- Supervisor 2
- Dean of Students 2

Disclosures for Consultants

Note: The definition of designated employees in Government Code 82019 includes consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or designee shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)