

Gravenstein Union School District
Board of Trustees - Regular Board Agenda
5:00 p.m. – Open Session - Hillcrest School – Room 1
Closed Session to follow Open Session
Wednesday, July 13, 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 6-08-2016 and Special Board Meeting Minutes 6-20-2016
 - C. Vendor Warrants
 - D. Williams Quarterly Report ending June 30, 2016
 - E. Acknowledgement of retirement of Barbara Oakley – Classified School Secretary as of 6-30-2016
- Motion _____ Second _____ Vote _____

IV. REPORTS/CORRESPONDENCE

- A. Board Reports
- B. Superintendent Report:
 - 1. 2016-17 registration
 - 2. Summer Projects
 - 3. CAASPP/Smarter Balanced Testing Results 2016
 - 4. 2015 APR Report
- C. GUTA Report

V. BUSINESS

- A. Update on Gravenstein Modernization – Phase II – Includes Change Order (COR) #1 for \$29,334.97 and COR# 2 for \$31,376.72
Motion _____ Second _____ Vote _____
- B. Gravenstein Modernization – Phase II – Ratification of Geotechnical Engineer Contract with Miller Pacific Engineering Group hourly with approximate cost of \$15,000.
Motion _____ Second _____ Vote _____
- C. Authorization for Superintendent and two Board Members to approve Phase II Change Orders up to the budgeted contingency limit (\$322,500)
Motion _____ Second _____ Vote _____
- D. Consolidated Categorical Program Application Submission (CARS) for 2016-17
Motion _____ Second _____ Vote _____
- E. 2016-17 Agreement with Sonoma County Office of Education (SCOE) for Instructional Resources Center Services – \$4,928.00
Motion _____ Second _____ Vote _____
- F. 2016-17 Memorandum of Understanding with the Sonoma County Superintendent of Schools for the North Coast Beginning Teacher Program (NCBTP)
Motion _____ Second _____ Vote _____

G. 2016-17 Contract with SCOE - IT Consultant – Not to Exceed 1,000 hours - \$48,000.00

Motion _____ Second _____ Vote _____

H. 2016-17 Agreement with Santa Rosa City Schools for Meals

Motion _____ Second _____ Vote _____

I. 2016-17 School Meal Prices

Motion _____ Second _____ Vote _____

J. 2016-17 Student/Parent GUSD Handbook

Motion _____ Second _____ Vote _____

K. Gravenstein Union Teachers Association (GUTA) Sunshine for 2016-17

Motion _____ Second _____ Vote _____

L. Resolution #160713-1 – Bank Signatures Authorizations

Motion _____ Second _____ Vote _____

M. Review 2015-16 Board/Superintendent Goals and 2015-16 Accomplishments/Actions

N. Update on Installation and Training for AEDs

O. Update on the Red Cross Agreement

VI. BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

A. Discussion on BP/AR 6154 Homework Policy

B. BP/AR 5145.3 Nondiscrimination / Harassment

Motion _____ Second _____ Vote _____

VII. FUTURE MEETING DATES AND AGENDA ITEMS

- Next meeting date August 10, 2016 5:00 PM

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. Public Employee

1. Hiring – .57 FTE Probationary Single Subject Credential Teacher – Language Arts (Temporary Permit) for 2016-17 – **Julia Garson**

Motion _____ Second _____ Vote _____

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

Motion _____ Second _____ Vote _____

3. Hiring – Teacher Assistant (1) F/T and (1) P/T

Motion _____ Second _____ Vote _____

4. Hiring – School Secretary F/T

Motion _____ Second _____ Vote _____

C. Superintendent Evaluation

Motion _____ Second _____ Vote _____

X. RECONVENE TO OPEN SESSION

Time _____ Motion _____ Second _____ Vote _____

A. Announce Action Taken in Closed Session

XI. ADJOURNMENT

Time _____ Motion _____ Second _____ Vote _____

Pres. Horn attended both concerts and the graduation activities. He thanked the teachers for packing up and moving their items out of their classrooms in order to make space for modernization to begin.

B. Superintendent Report

1. June Enrollment 2015-16 and Enrollment for 2016-17

Projected enrollment for 2016-17 is 14 ADA above 2015-16.

2. Transportation

There is no encroachment for home-to-school transportation, and there is a credit to help cover the Special Education transportation cost.

3. GSF and MPF Updates

The MPF retreat was last Saturday and went well. Supt. LaMarre is pleased with the work of the board.

There is a GSF meeting coming up on 6/24/16.

4. AED Update

The AEDs should be in place by the start of the school year.

C. Hillcrest Report

Principal Fichera reported on year end activities and thanked the board for recognizing his service at the graduation ceremony.

D. GUTA Report

President Allie Brown announced that she will no longer be the GUTA President, and thanked the board for being a pleasure to work with. She shared the new GUTA officers for the 2016-17 school year.

V. BUSINESS

A. Gravenstein Elementary Modernization Phase II Update - Measure M Project Update

The workers began moving items out of the Gravenstein classrooms immediately after dismissal on the last day of school.

Mem. Wickland arrived at 5:32 PM.

All of the classrooms were emptied as requested, which was attributed to Brian Sposato organizing and directing the packing of the classrooms.

CBO Howatt will be very involved in this project to help ensure continuity during the transition in leadership.

President Horn mentioned that some work to a gas line was discussed with architects in February of 2016, but may have been left out of the plans. He mentioned this to Doug Hilberman at AXIA Architects, who is checking into it.

The main phase of the project is set to be completed by August 17, 2016.

B. Comprehensive District-wide Plan to Improve Student Performance 2016-17

Supt. LaMarre pointed out that the purpose of this document is to show what the district is doing to serve low performing students and what funding is being used. This has been reviewed by the site council.

On pages 9 and 12, there is a drop to 56% proficiency rate in Science, which is a data entry mistake.

Mem. Wickland moved to approve with the changes discussed, Mem. Appling seconded, 4-0 yes.

C. Local Control Accountability Plans (LCAP) for 2016-17

The budget numbers will be adjusted slightly when the final budget is adopted.

The LCAP committee reviewed these documents carefully during several meetings over the last school year.

Pres. Horn inquired about pg. 39 of the Hillcrest LCAP, 10.3, and CBO Howatt responded that the dollar amount is incorrect. On pg. 61, the total cost of the funding is mentioned, and it accounts for 2% of the district income.

Mem. Appling inquired about the possibility of homeless students going undetected. Supt. LaMarre responded that it is possible that some of our students could be classified as homeless because of the wide breadth of the classification. The county provides the school

with a list of homeless and foster youth.

**D. Open Public Hearing for the 2016-17 LCAPs
(The LCAPs are for Gravenstein Union
School District, Gravenstein Charter, and
Hillcrest Charter)**

Pres. Horn moved to open the hearing at 6:08 PM, Mem Wickland seconded, 4-0 yes.

No public comment.

E. Close Public Hearing for the 2016-17 LCAPs

Pres. Horn moved to close the hearing at 6:08 PM, Mem Wickland seconded, 4-0 yes.

**F. 2015-16 Budget Update - Approval of Budget
Transfers**

CBO Howatt reported that the LCFF appears to have gone back up, but it could go down by the time the budget closes. The basic aid supplemental was booked after the first interim, which shows a large increase in income, but the other changes to income are small. The 4.5% pay increase approved by the board is reflected in the expenditures.

On pg. 2, the ending fund balance is at 8 million, showing an adjustment for the raise.

Fund 12 is the daycare fund and reflects the salary adjustment. The cafeteria fund reflects the salary increase and the cost of food.

There are no adjustments to the deferred maintenance fund. The reserve fund has an interest increase.

Pres. Horn asked about fund 35, and if it would be used in the future if the facilities brought back by the state.

Mem. Wickland asked about the basic aid supplemental appearing twice, and CBO Howatt responded that those were from two different years.

Pres. Horn moved to approve, Clrk. Beck seconded, 4-0 yes.

G. Presentation of the 2016-17 Budget,

On pg. 3, the activity in the general fund is shown. The prior budget was moved forward,

Including discussion of the ending fund balance

and the income has been adjusted to account for the increase in 14 ADA. The basic aid supplemental is not included in the budget projection, which has been the standard practice. Step and column increases have been included. The 4.5% raise granted by the board is included in expenditures. The encroachment to the cafeteria fund is increasing because of the increase in salaries. If the cost of meals increases, this encroachment could increase. The bond fund will be drawn down by the modernization project. Mem. Appling inquired about the one-time money, and Supt. LaMarre responded that this is not included in the budget, and is used for one-time expenditures.

Pres. Horn inquired about the cafeteria and child development funds matching between the spreadsheet and another form. CBO Howatt will review this.

President Horn inquired about the fact that on pages 9-10, the assets are listed, and yet the ending fund balances do not match these amounts. CBO Howatt suspects that this is related to changes in software, and she will investigate as to why they do not match, because they should.

Mem. Appling inquired about the difference between restricted and unrestricted funds. CBO Howatt responded that this relates to whether funds from the state are designated for certain expenditures. She gave examples of funds are restricted like Special Education and Cafeteria, while Transportation funds are no longer restricted to that area, and can be spent on other areas like Cafeteria, as needed.

Pres. Horn inquired about pg. 103, and the "rolling percent" grants. CBO Howatt responded that this is functioning as designed by the spreadsheet.

CBO Howatt presented the board with a document to demonstrate what the district has in reserves, and the anticipated needs for economic uncertainty.

- H. Open Public Hearing for 2016-17 Budget** Pres. Horn moved to open at 6:57 PM, Mem. Wickland seconded, 4-0 yes.
- No comment.
- I. Close Public Hearing for 2016-17 Budget** Pres. Horn moved to close at 6:57 PM, Mem. Appling seconded, 4-0 yes.
- J. Gravenstein Union Teachers Association (GUTA) Sunshine for 2016-17** Pres. Allie Brown reported that GUTA plans to present a Sunshine letter in August 2016.
- No action taken.
- K. 2016-17 CSBA Membership and Educational Legal Alliance Membership** The most practical service associated with this membership is sample board policies.
- Mem. Wickland moved to renew both memberships, Mem. Appling seconded, 4-0 yes.
- L. 2016-17 Retainer Agreement with School & College Legal Services** Pres. Horn moved to approve the retainer agreement for 30 hours, Clrk. Beck seconded, 4-0 yes.
- M. Resolution #160608-1 for the Education Protection Account (EPA) resulting from the passage of Proposition 30 designating the funds to be used to support the General Education salaries and benefits** CBO Howatt reported that the board must resolve on what Prop. 30 money needs to be spent on.
- Mem. Appling moved to approve, Pres. Horn seconded, 4-0 yes.
- N. Surplus Curriculum - Language! 4th Edition, copyright 2009. This was replaced with a newer version.** Mem. Wickland moved to approve, Mem. Appling seconded, 4-0 yes.
- O. Contract with Santa Rosa City Schools for meals for Food Service for 2016-17 at \$2.50 per meal.** Pres. Horn moved to table this to July 2016, Clrk. Beck seconded, 4-0 yes.
- P. Consider the Red Cross Shelter Agreement** Pres. Horn moved to table this to July 2016, Mem. Appling seconded, 4-0 yes.

- Q. **Resolution #160608-2 - Specifications of the Election Order for the November 8, 2016 Election**
- Pres. Horn moved to adopt, Clrk. Beck seconded, 4-0 yes.

VI. **FUTURE MEETING DATES AND AGENDA ITEMS**

- Next regular meeting date:
June 20, 2016
 - o Adopt LCAPs for 2016-17
 - o Adopt Budget for 2016-17

- VII. **PUBLIC COMMENT ON ITEMS IN CLOSED SESSION**
- No comments

- VIII. **ADJOURN TO CLOSED SESSION**
- Pres. Horn moved to adjourn as 7:21 PM, Clrk. Beck seconded, 4-0 yes.

- A. **Conference with Labor Negotiator, District – Mrs. LaMarre, Name of Organization – Gravenstein Union Teachers Association**
- No reportable action

- B. **Potential Litigation – per GC54956.9 (b)(3)(c)**
- No reportable action

- C. **Public Employee:**
- I. **Hiring – 1.0 FTE Probationary Multiple Subject Credential Teacher for 2016-17—Carmen Molina**
- Horn moved / Beck seconded to approve hiring, 4-0 yes.

- D. **Superintendent Evaluation**
- No reportable action

- IX. **RECONVENE TO OPEN SESSION**
- Horn moved / Beck seconded to reconvene to open session at 7:32 PM. 4-0 yes.

- A. **Announce action taken in Closed**
- Action reported as noted above.

- X. **ADJOURNMENT**
- Horn moved / Beck seconded to adjourn at 7:32 PM. 4-0 yes.

**GRAVENSTEIN UNION SCHOOL DISTRICT
REGULAR BOARD MEETING
MINUTES
June 20, 2016**

I. CALL TO ORDER

Mem. Wickland called the meeting to order at 5:04 PM, Members Appling and Weaver present, President Horn and Clerk Beck absent.

II. APPROVAL OF CONSENT AGENDA

A. Approval of Agenda Order

Mem. Wickland moved to approve, Mem. Weaver seconded, 3-0 yes.

B. Acknowledgement of Leave of Absence for 2016/17 - Ashley Vestal, 8 hr. a day Instructional Assistant/Daycare Assistant

III. BUSINESS

A. Local Control Accountability Plans (LCAPs) for Adoption (3 Plans - District, Gravenstein Elementary, and Hillcrest Middle)

Some financial information has been updated

The district contributes more expenditures to English Language Learners and Socioeconomically Disadvantaged students than what is provided by the LCFF.

Mem. Weaver suggested some grammatical corrections.

Mem. Wickland moved to approve, Mem. Weaver seconded, 3-0 yes.

B. 2016-17 Budget for Adoption

Between fund 01 and fund 13 there was an increase because the anticipated cost of school lunches will increase by \$.25 per meal.

\$25,000 in capital outlay has been moved from a land account to an equipment account.

Mem. Appling moved to adopt, Mem. Weaver seconded, 3-0 yes.

C. Resolution #160620-1 Declaring Indefinite Salaries

CBO Howatt presented that this document is being requested by the county office, to ensure the board's ability to pay retroactively on salary increases in 2016-17.

Mem. Weaver suggested some grammatical corrections.

Mem. Wickland moved to approve, Mem. Weaver seconded, 3-0 yes.

IV. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

No comment

V. ADJOURN TO CLOSED SESSION

A. Public Employee:

- I. Hiring – 8 hour/day Probationary Instructional Assistant – Kritz, Cordelia
- II. Hiring – 8 hour/day Probationary Instructional Assistant – Trisundi, Christopher
- III. Hiring – .40 FTE Probationary Single Subject Credentialed Teacher - Spanish - Hawkins, Kim
- IV. Hiring – 1.0 FTE Probationary Multiple Subject Credentialed Teacher - Colleen Clements
- V. Discipline/Dismissal/Release

B. Superintendent Evaluation

- VI. **RECONVENE TO OPEN SESSION**
 - A. Announce action taken in Closed

- VII. **ADJOURNMENT**

DRAFT

Checks Dated 06/01/2016 through 06/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1491349	06/03/2016	Bonnie Hayne	04-5826	Ashland FT Reimb		64.95
1491350	06/03/2016	Lisa McNamee	04-5826	Ashland FT Reimb		33.00
1491351	06/03/2016	AXIA	21-6210	Gravenstein Modernization, Job #940	63,074.11	
1491352	06/03/2016	Desiree Beck	21-6215	Gravenstein Modernization, Job #940	6,826.00	69,900.11
			40-6200	Plaque for Hillcrest Bldg	535.84	
				Unpaid Sales Tax	40.84-	
1491353	06/03/2016	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2015-16		495.00
1491354	06/03/2016	LACO Associates	21-6230	Foundation Testing, Phase II @ Grav.		33.98
1491355	06/03/2016	Ricoh Americas Corporation	01-5631	Copier Lease at schools and DO for 15/16	32.65	960.00
			03-5631	Copier Lease at schools and DO for 15/16	376.79	
			04-5631	Copier Lease at schools and DO for 15/16	344.12	
1491356	06/03/2016	Sonoma County Office Of Ed.	03-5862	Fingerprinting for Enrich! Parent Volunteers	28.00	753.56
1491357	06/03/2016	George Sotiras	04-5862	Fingerprinting for Enrich! Parent Volunteers	14.00	42.00
1491358	06/03/2016	The Program	04-5826	Rewards Field Trip - Hillcrest May 2016		416.00
1492421	06/08/2016	ACSIG	03-5830	Lunchtime Intramural Student Activities		550.00
1492422	06/08/2016	Advanced Security Systems	01-9573	Employee's Dental Plan Coverage 15/16		7,637.45
			01-5630	Troubleshoot & Repair Fire Alarm @ Grav Elementary	17.60	
			03-5630	Troubleshoot & Repair Fire Alarm @ Grav Elementary	202.40	220.00
1492423	06/08/2016	American Storage LLC	21-6200	Storage for Furniture @ Gravenstein		335.00
1492424	06/08/2016	AT&T Mobility	01-5912	Superintendent's Cell July 2015 - June 2016	3.27	
			03-5912	Superintendent's Cell July 2015 - June 2016	37.89	
			04-5912	Superintendent's Cell July 2015 - June 2016	24.17	65.33
1492425	06/08/2016	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2015-16		147.77
1492426	06/08/2016	Evalumetrics Inc	03-5830	CA Physical Fitness Testing Services for 15-16	58.62	
			04-5830	CA Physical Fitness Testing Services for 15-16	63.26	121.88
1492427	06/08/2016	Office Depot	01-4350	BO Toner & B Oakley Toner	1.98	
			01-4351	Copy Paper for District 2016	12.55	
			03-4310	BO Toner & B Oakley Toner	48.49	
			03-4350	BO Toner & B Oakley Toner	22.90	
			03-4351	Copy Paper for District 2016	169.47	
			04-4350	BO Toner & B Oakley Toner	14.62	

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 06/01/2016 through 06/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1492427	06/08/2016	Office Depot	04-4351	Copy Paper for District 2016	131.80	401.81
1492428	06/08/2016	Pacific Gas & Electric	01-5520	Light Poles at Grav Elem 2015-16	1.73	
				Electric and Gas for 2015-16 Gravenstein	212.48	
			03-5520	Electric and Gas for 2015-16 Gravenstein	2,443.98	
				Light Poles at Grav Elem 2015-16	19.85	
			04-5520	Electric and Gas for 2015-16 @ Hillcrest	2,064.97	4,772.83
				Electric and Gas for 2015-16 Gravenstein	29.82	
1492429	06/08/2016	Nancy Ricciardi	01-5830	Art program - GSF 2015-16	170.00	
1492430	06/08/2016	Southern Oregon University	03-5830	Art program - GSF 2015-16	510.00	680.00
			04-5826	Lodging/Meals for Shakespeare Festival Trip		13,256.00
1492431	06/08/2016	Vision Service Plan	01-9574	Employee's Vision Plan Coverage 15/16		1,716.00
1492432	06/08/2016	RESIG	01-9571	Kaiser Coverage for Class. & Admin.		16,650.00
1493122	06/10/2016	Pat Babits	03-5826	Oct-Jun 15-16		712.01
1493123	06/10/2016	Allison Brown	03-5826	Ft Ross Reimb		372.84
1493124	06/10/2016	J. Stanley Correia	03-5830	Art Supplies for Fort Ross Field Trip for 4!	1,020.00	
			04-5830	15/16 Psych Services	880.00	1,900.00
1493125	06/10/2016	Jostens	04-4390	Graduation Caps and Gowns 2016		2,426.91
1493126	06/10/2016	Nick Pulley	04-4310	Graduation Party for Band 2016		122.30
1493882	06/15/2016	Lisa McNamee	04-5826	Parking Reimb DeYoung Museum		19.00
1493883	06/15/2016	AT&T Calnet 3	01-5911	Gravenstein AT&T CALNET 3 Charges 2015-16	20.10	
			03-5911	Gravenstein AT&T CALNET 3 Charges 2015-16	232.86	
			04-5911	Gravenstein AT&T CALNET 3 Charges 2015-16	125.23	
				Hillcrest AT&T CALNET 3 Charges 2015-16	49.48	427.67
1493884	06/15/2016	Blakeslee Electric Inc	04-5630	Repair Lighting in Rm 10 @ Hillcrest		144.00
1493885	06/15/2016	Mary Tupa, dba Crown Trophy	04-5880	Engraving Graduate Plaques 2016		303.10
1493886	06/15/2016	Dept Of Justice, Acctg Office	03-5862	Fingerprinting for Enrich! Parents for 2015/16		32.00
1493887	06/15/2016	David Fichera	04-4310	Reimb for Survey Monkey - Enrich! Survey		26.00
1493888	06/15/2016	Linda Lamarre	01-5200	mileage to Sacramento Gold Ribbon		102.82
1493889	06/15/2016	Redwood Pediatric Therapy Asso	03-5811	OT/PT Svcs for Students		760.78
1493890	06/15/2016	Safeway	01-4390	Daycare Supplies & Snacks for 2015/16	10.05	
			03-4390	Daycare Supplies & Snacks for 2015/16	115.53	
			12-4390	Daycare Supplies & Snacks for 2015/16	403.79	

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Checks Dated 06/01/2016 through 06/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1493890	06/15/2016	Safeway	13-4710	Daycare Supplies & Snacks for 2015/16	28.29	557.66
1493891	06/15/2016	West Sonoma County Disposal	01-5560	Waste Disposal for Grav 2015-16	353.55	
			03-5560	Waste Disposal for Grav 2015-16	30.75	
			04-5560	Hillcrest Garbage service 2015-16	214.60	598.90
1493892	06/15/2016	ACSA Attn: Membership Department	01-5825	Ad for MS Principal Vacancy	8.20	
			03-5825	Ad for MS Principal Vacancy	95.12	
			04-5825	Ad for MS Principal Vacancy	60.68	164.00
1493893	06/15/2016	D & S Awards, LLC	01-4350	Names Plates for Board & New Supt.	.82	
			01-4390	Names Plates for Board & New Supt.	.82	
			03-4350	Names Plates for Board & New Supt.	9.47	
			03-4390	Names Plates for Board & New Supt.	9.46	
			04-4350	Names Plates for Board & New Supt.	6.03	
			04-4390	Names Plates for Board & New Supt.	6.03	32.63
1493894	06/15/2016	Sonoma County Office Of Ed.	03-5862	Fingerprinting for Enrich! Parent Volunteers	14.00	
1493895	06/15/2016	Weeks Drilling & Pump Co. Inc.	04-5862	Fingerprinting for Enrich! Parent Volunteers	98.00	112.00
			01-5530	Gravenstein Elem Water Service for 2015-16	18.40	
			03-5530	Gravenstein Elem Water Service for 2015-16	211.60	
1494506	06/17/2016	Business Card	04-5530	Hillcrest Water Service for 2015-16	230.00	460.00
1494507	06/17/2016	CASBO	01-5200	Parking for Gold Ribbon Ceremony	13.75	26.00
			01-5300	Membership dues for CASBO for 15/16	159.50	
			03-5300	Membership dues for CASBO for 15/16	101.75	275.00
			04-5300	Membership dues for CASBO for 15/16	48.86	
1494508	06/17/2016	David Fichera	04-4310	Refreshments for field day	17.38	66.24
			04-4359	Reimb for Pencils Used for Testing		6,227.50
1494509	06/17/2016	Santa Rosa City Schools	13-4710	Lunch Program for 2014-15		21.73
1494510	06/17/2016	George Sotiras	04-4310	Field Day - Balloons		4,373.75
1495317	06/22/2016	A and P Moving, Inc.	21-6200	Moving Svcs for Gravenstein Modern. - Classrooms		175.00
1495318	06/22/2016	All-Guard Alarm Systems, Inc	21-6200	Alarm system at Grav - Remove Door Alarms		3,240.00
1495319	06/22/2016	American Storage LLC	21-6200	Storage for Furniture @ Gravenstein	6.96	
1495320	06/22/2016	Analytical Sciences	01-5830	Water testing for Grav	80.04	
			03-5830	Water testing for Grav		
			04-5830	Water testing @ Hillcrest	151.00	238.00
1495321	06/22/2016	AXIA	35-6240	DSA Closeout Daycare/Classroom Bldg		194.80
1495322	06/22/2016	MCI Comm Service	12-5911	Daycare Phone Line for 20015-16		13.10

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ESCAPE

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Checks Dated 06/01/2016 through 06/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1495323	06/22/2016	Pitney Bowes	01-5600	Postage Machine Rental 2015-16	6.87	
			03-5600	Postage Machine Rental 2015-16	79.63	
			04-5600	Postage Machine Rental 2015-16	50.80	137.30
1495324	06/22/2016	Ricoh Americas Corporation	01-5631	Copier Lease at schools - Duplicator 15/16	13.91	
			03-5631	Copier Lease at schools - Duplicator 15/16	159.99	
			04-5631	Copier Lease at schools - Duplicator 15/16	180.50	354.40
1495325	06/22/2016	School Services Of California	01-5200	May 2016 Revise Workshop @ SCOE	15.50	
			03-5200	May 2016 Revise Workshop @ SCOE	179.80	
			04-5200	May 2016 Revise Workshop @ SCOE	114.70	310.00
1495326	06/22/2016	Sonoma County Office Of Ed.	01-5840	IT Consultant 2015-16	236.16	
			03-5840	IT Consultant 2015-16	48.00	
			04-5840	IT Consultant 2015-16	2,715.84	3,000.00
1495327	06/22/2016	West County Transportation	03-5804	SE Student Transp for 2015-16 for T.C.	101.28	
			04-5804	SE Student Transportation for 2015-16	810.00	
			25-5800	SE Student Transportation for 2015-16	877.50	1,788.78
1495328	06/22/2016	West Sonoma County Union High	01-4362	Developer fees processing fee for 15-16	8.95	
1496495	06/24/2016	Business Card	01-4380	Fuel for maintenance	1.11	
				Maint. Supplies @ Grav. & Hillcrest	4.35	
				Maint. Supplies @ Grav. & Hillcrest - Blue		
				Paint		
			03-4362	Fuel for maintenance	103.64	
			03-4380	Maint. Supplies @ Grav. & Hillcrest	12.85	
				Moving Supplies for Grav & Maint Supplies	54.43	
				Maint. Supplies @ Grav. & Hillcrest - Blue	50.45	
				Paint		
			04-4362	Fuel for maintenance	66.15	
			04-4380	Moving Supplies for Grav & Maint Supplies	49.39	
				Maint. Supplies @ Grav. & Hillcrest - Blue	32.19	
				Paint		
				Maint. Supplies @ Grav. & Hillcrest	36.45	
			21-6200	Moving Boxes & Supplies for Grav	76.13	
				Moving Supplies for Grav & Maint Supplies	108.59	
				Packing Materials for Grav Modernization	995.37	1,600.05
1496496	06/24/2016	AXIA	21-6210	Gravenstein Modernization, Job #940	8,057.33	
			21-6215	Gravenstein Modernization, Job #940	9,785.60	
			21-6240	Gravenstein Modernization, Job #940	1,539.05	19,381.98
1496497	06/24/2016	Cypress School	03-5100	Special Ed Services		6,331.26
1496498	06/24/2016	Gravenstein Revolving Fund	01-5869	Reimb Rev Acct for Bank Fees - Mar 2016	.15	

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 4 of 5

Checks Dated 06/01/2016 through 06/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1496498	06/24/2016	Gravenstein Revolving Fund	03-5869	Reimb Rev Acct for Bank Fees - Mar 2016	1.74	
			04-5869	Reimb Rev Acct for Bank Fees - Mar 2016	1.11	3.00
1496499	06/24/2016	Catrina Howatt	01-4350	Reimb for District Supplies	16.17	
			03-4350	Reimb for District Supplies	186.37	
			04-4350	Reimb for District Supplies	118.97	321.51
Total Number of Checks					63	176,651.69

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	26	27,320.35
03	Gravenstein Elementary Charter	32	16,443.79
04	Hillcrest Middle Charter	35	25,752.39
12	Child Development Fund	2	416.89
13	Cafeteria Fund	4	6,437.54
21	Building	8	99,545.93
25	Capital Facilities Fund	1	45.00
35	County School Facilities Fund	1	194.80
40	Special Reserve-capital Proj	1	535.84
Total Number of Checks		63	176,692.53
Less Unpaid Sales Tax Liability			40.84
Net (Check Amount)			176,651.69

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.

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: July 13, 2016
 Date sent to County Superintendent of Schools: July 14, 2016
 Sonoma County Office of Education
 5340 Skylane Blvd.
 Santa Rosa, CA 95403
 or email to mwallace@scoe.org)

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

1

TITLE: **Additional Over Excavation**

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.	1 <u>6/23/2016</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 over excavation at the Building G pad due to existing soils conditions as per the direction of the geo technical engineer. Additional material removed and replaced was 340 cubic compacted yards. Future unit cost will be \$76.90 per cubic compacted yard plus mark ups for any additional over excavation on other areas of project.

MODIFICATION TO CONTRACT SUM:
(Line 22 from Page 2) \$29,334.97

MODIFICATION TO CONTRACT TIME: _____
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

Architect's Action

By. **Scott Murray**
 Date 6/23/2016

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

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

C.O. R. No.:	1
Project No.:	
Date:	6/23/2016
DSA App. No.:	0.00
Page of	2 of 3
ADDED	CREDIT

Line TITLE: Additional Over Excavation

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 line 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)	\$26,145.25	\$0.00
12	Subtotal	\$26,145.25	\$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	\$26,145.25	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$2,614.53	\$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)	\$28,759.78	\$0.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$28,759.78	\$0.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$28,759.78	\$0.00
21	Bond not to exceed two percent (2%) of line 20.	\$575.20	\$0.00
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$29,334.97	\$0.00

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

Rob Damazio

From: Shari Francois <shari@damazioexcavating.com>
Sent: Wednesday, June 22, 2016 11:19 AM
To: rob@damazioexcavating.com
Subject: Change Order broken out by Category and Day

	13-Jun	14-Jun	15-Jun	16-Jun	TOTAL HRS	RATE	Total by Category
CAT 313	8	8	8	8	32	\$ 275.00	\$ 8,800.00
Multi-terrain	8	8	8	5	29	\$ 205.00	\$ 5,945.00
Superintendant	3	0			3	\$ 130.00	\$ 390.00
CAT Sheep's Foot	2	0	4	4	10	\$ 200.00	\$ 2,000.00
Skilled Laborer	8	8	4		20	\$ 82.00	\$ 1,640.00
Laser Level	8	8	8	8	32	\$ 25.00	\$ 800.00
Tool Truck	8	8	14.5	9	39.5	\$ 80.00	\$ 3,160.00
					SUBTOTAL		\$ 22,735.00
					15% MARKUP		\$ 3,410.25
					TOTAL		\$ 26,145.25

340 yds



GENERAL ENGINEERING • GRADING • SITE WORK
PAVING • EXCAVATING • SEPTIC • PUMP & WELL

Office: 707-789-9998 • Cell: 707-591-4425

1370 Industrial Avenue, Suite F, Petaluma CA 94952
Fax 707-789-9997 • rob@damazioexcavating.com

License #928048

shari@damazioexcavating.com

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CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>	OWNER	COR
<input type="checkbox"/>	ARCHITECT	
<input type="checkbox"/>	CONTRACTOR	
<input type="checkbox"/>	INSPECTOR	2

TITLE: **Generator For Electrical Service**

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>2</u> Date: <u>6/27/2016</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 delivery, set up, rental, removal and maintenance of a 120 KW generator and associated support items as required due to the removal of the PG&E service that is currently supplying the campus. Removal of service is required for construction of Building F which is currently delayed due to this issue. **COR does not include and fuel or fluids. Fuel and fluids will be billed at actual usage. COR does not include any wear and tear, damage or resurfacing of existing asphalt due to fuel usage on asphalt. Rental of equipment is through 8.17.16. The schedule delay impact for Building F will be determined in a later COR.**

MODIFICATION TO

CONTRACT SUM:
(Line 22 from Page 2) \$31,376.72

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: 6/27/2016

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.:	2
Project No.:	
Date:	6/27/2016
DSA App. No.:	0.00
Page	2
of	3
ADDED	CREDIT

Line TITLE: Generator For Electrical Service

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)	\$7,967.25	\$0.00
3	Equipment (attach invoices)	\$16,813.35	\$0.00
4	Subtotal	\$24,780.60	\$0.00
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$3,717.09	\$0.00
6	Subtotal	\$28,497.69	\$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.)	\$28,497.69	\$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)	\$2,058.00	\$0.00
12	Subtotal	\$2,058.00	\$0.00
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	\$0.00	\$0.00
14	Subtotal	\$2,058.00	\$0.00
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$205.80	\$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)	\$2,263.80	\$0.00
18	Subtotal General Contractor and Subcontractor Work (sum of lines 8 and 17.)	\$30,761.49	\$0.00
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	Subtotal (sum of lines 18 and 19)	\$30,761.49	\$0.00
21	Bond not to exceed two percent (2%) of line 20.	\$615.23	\$0.00
22	TOTAL (sum of lines 20 and 21.) Copy to cover page.	\$31,376.72	\$0.00

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



MURRAY BUILDING, INC.

P.O. BOX 2201
 SONOMA, CA 95476
 (707) 939-9001 Ph. / (707) 939-9048 Fax

Account Of:

Novato Unified School District
 3840 Twig Ave
 Sebastopol, Ca 95472

PROJECT: Modernization Phase 2

DATE: 6.27.16

DESCRIPTION: Generator

P.C.O. #: 2

AS PER: PG&E Conflict

Project #: 128

POTENTIAL CHANGE ORDER DESCRIPTION

Supplemental work required for generator hook up, usage and removal.

LABOR

Classification	Description	Hours	Rate	Amount
Foreman				
Carpenter	Fueling and maintenance -	45	\$94.25	\$4,241.25
	Fueling and maintenance - on 3 Saturdays	12	\$122.00	\$1,464.00
	Set up and removal	24	\$94.25	\$2,262.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Labor Total				\$7,967.25

MATERIAL

Description	Invoice #	Date	Amount
N/A			
Material Total			\$0.00

EQUIPMENT RENTAL

Description	Term	Rate	Amount
Generator and Associated Equipment	2 Mths	6,013.24 / mth	\$12,026.48
Delivery and Pick Up			\$561.35
Power Distribution Boxes (2)	2 Mths	297.08 / mth	\$1,188.32
Power Distribution Cords (6)	2 Mths	213.10 / mth	\$2,557.20
Service Truck	4 days	120.00 / day	\$480.00
Rental Total			\$16,813.35

SUBCONTRACTORS

Description	Term	Rate	Amount
MBE H/U and disconnect			\$2,058.00
First Tier Total			\$2,058.00

Credits

Description	Term	Rate	Amount
Second Tier Sub-Total			\$0.00
First Tier Mark Up			
Second Tier Total			\$0.00

Days Added By This Purchase Order	TBD
Reason For Added Days:	
Additional General Conditions Expense Per Day	\$2,500.00
G.C.'s Total	#VALUE!

TOTAL COSTS

Description	Total	P&O Rate	Amount
Labor	\$7,967.25	15.00%	\$9,162.34
Material	\$0.00	15.00%	\$0.00
Equipment Rental	\$16,813.35	15.00%	\$19,335.35
General Conditions		15.00%	\$0.00
Subcontractor	\$2,058.00	10.00%	\$2,263.80
Credits	\$0.00	0.00%	\$0.00
Sub Total of All Work			\$30,761.49

Bond Fee	2.00%	\$615.23
-----------------	-------	----------

CHANGE ORDER COST	\$31,376.72
--------------------------	--------------------

Contractor: _____
 Owner: _____
 Architect: _____

Date: _____
 Date: _____
 Date: _____

QUOTE
** COPY **



R.A. No. 50482507

Page 1 of 2

BRANCH: 705	BILL TO CUSTOMER: 2788598	SHIPPING ADDRESS
HERC OAKLAND 7727 OAKPORT STREET OAKLAND, CA 94621 510-633-2040	MURRAY BUILDING INCORPORATED PO BOX 2201 SONOMA, CA 95476	MURRAY BUILDING INC 3840 TWIG AVE SEBASTOPOL, CA 95472 707-340-6036

DESCRIPTION/CHARGES

EST START: 7/08/16 13:51 EST RETURN: 8/05/16 13:51 DROP DATE: _____
 SHIPPED BY: ORDERED BY: SCOTT MURRAY DROP TIME: _____
 ORDER DATE: 6/24/16 SALESPERSON: 738 SALES COORDINATOR: _____

PO# / JOB#: QUOTE / 1 - MURRAY BUILDING Rates subject to availability

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
1	120KW GENERATOR DSL 5011120	8/	525.00	87.50	525.00	1022.00	2837.00	2837.00
	EMISSIONS & ENV SURCHARGE EMISSIONS							56.17
12	TEMP POWER CABLE 400A 1W 4/0X50' CAM 5550011	8/	7.00	1.17	7.00	21.00	62.00	744.00
	*** 150' run of 3 phase power							
4	MALE PIGTAIL 4/0 SGL 400A UNDER 10' 5540015	8/	2.00	.33	2.00	6.00	18.00	72.00
1	CLAMP ON GROUNDING KIT 0251000	8/	10.00	1.67	10.00	30.00	90.00	90.00
1	500 GALLON FUEL TANK/ DIESEL 6800500	8/	225.00	37.50	225.00	450.00	623.00	623.00
	*** Customer to provide on site lifting equipment to load/unload this unit*** Secondary Containment Berm \$375/mo opt DELIVERY FUEL CHARGE 3712000001							15.00

* * * Items are priced per piece * * *

CONTINUED

For GREAT DEALS on USED EQUIPMENT - visit us on-line at www.hertzequip.com

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE

Notwithstanding payment of the RPP fee, Customer is liable for all damage to the Equipment and expense of HERC caused by the Equipment being used or operated in violation of the terms and conditions on the Reverse Side of this page or in violation of the RENTAL PROTECTION PLAN GUIDE.

PARAGRAPH 12, ON THE REVERSE SIDE OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT. CUSTOMER REPRESENTS THAT HE HAS FULLY INSPECTED THE EQUIPMENT AND THAT SAME IS IN GOOD CONDITION AND REPAIR, CUSTOMER IS LIABLE FOR ALL VIOLATIONS OF LAW ARISING OUT OF CUSTOMER'S USE, POSSESSION OR OPERATION OF THE EQUIPMENT. THE EQUIPMENT DESCRIBED HEREIN IS RENTED PURSUANT TO AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE REVERSE SIDE OF THIS PAGE. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

*Emissions and Environmental Surcharge- PLEASE BE AWARE that HERC adds an Emissions and Environmental Surcharge on motorized equipment rentals. This Surcharge is a charge by HERC to help offset costs and expenses, including overhead, generally associated with the following types of activities: (1) compliance with federal, state and local environmental laws, regulations and rules relating to HERC's business operations such as handling, managing, and/or disposing of waste materials associated with rental equipment that contain hazardous substances (i.e., motor oil, grease, and hydraulic fluid); (2) the implementation of voluntary conservation or "green" initiatives at HERC; and (3) the acquisition and use of vehicles in HERC's business with engines using advanced emission control technologies. The Surcharge amount may be changed from time to time in HERC's discretion. THIS SURCHARGE IS NOT A TAX OR GOVERNMENT MANDATED CHARGE.

RENTAL PROTECTION PLAN (RPP) IS NOT INSURANCE. The Charge for RPP is 15% of gross rental charges. Customer accepts or declines RPP. If Customer accepts RPP, in consideration of the charge shown above, Lessor agrees to waive certain claims against customer for loss of or damage to Equipment, in accordance with the terms and conditions set forth in the Rental Agreement and in the RENTAL PROTECTION PLAN GUIDE which Customer should review before deciding whether to purchase RPP. By accepting the Rental Protection Plan and paying the additional fee, HERC will limit the equipment repair or replacement cost to a deductible of \$500 per item or 10% of the repair or replacement cost, including tax, whichever is less. You are responsible for any loss or damage up to this amount. RPP does NOT cover damage to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the equipment.

Customer acknowledges that the Equipment will be returned in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Print Customer Name _____ Title _____

Terms are Net 10 Days Not valid without Barcode

Customer Signature _____ Date _____

Carefully read the terms and conditions that appear above and on reverse side of this page



QUOTE
** COPY **

Hertz® Equipment Rental

R.A. No. 50482507

Page 2 of 2

BRANCH: 705	BILL TO CUSTOMER: 2788598	SHIPPING ADDRESS
HERC OAKLAND 7727 OAKPORT STREET OAKLAND, CA 94621 510-633-2040	MURRAY BUILDING INCORPORATED PO BOX 2201 SONOMA, CA 95476	MURRAY BUIDLING INC 3840 TWIG AVE SEBASTOPOL, CA 95472 707-340-6036

DESCRIPTION/CHARGES

EST START: 7/08/16 13:51	EST RETURN: 8/05/16 13:51	DROP DATE: _____
SHIPPED BY:	ORDERED BY: SCOTT MURRAY	DROP TIME: _____
ORDER DATE: 6/24/16	SALESPERSON: 738	SALES COORDINATOR: DEUEL GOMEZ
PO# / JOB#: QUOTE	/ 1 - MURRAY BUILDING	Rates subject to availability

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
	DELIVERY CHARGE							250.00
	PICKUP CHARGE							250.00
*** Delivery Instructions ***								
	***POC Scott 707-340-6036							Sub-total: 4937.17
	Taxable Sub-total: 4937.17							Tax: 444.35
								Total: 5381.52

For GREAT DEALS on USED EQUIPMENT - visit us on-line at www.hertzequip.com

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE

Notwithstanding payment of the RPP fee, Customer is liable for all damage to the Equipment and expense of HERC caused by the Equipment being used or operated in violation of the terms and conditions on the Reverse Side of this page or in violation of the RENTAL PROTECTION PLAN GUIDE.

PARAGRAPH 12. ON THE REVERSE SIDE OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT. CUSTOMER REPRESENTS THAT HE HAS FULLY INSPECTED THE EQUIPMENT AND THAT SAME IS IN GOOD CONDITION AND REPAIR. CUSTOMER IS LIABLE FOR ALL VIOLATIONS OF LAW ARISING OUT OF CUSTOMER'S USE, POSSESSION OR OPERATION OF THE EQUIPMENT. THE EQUIPMENT DESCRIBED HEREIN IS RENTED PURSUANT TO AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE REVERSE SIDE OF THIS PAGE. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

*Emissions and Environmental Surcharge- PLEASE BE AWARE that HERC adds an Emissions and Environmental Surcharge on motorized equipment rentals. This Surcharge is a charge by HERC to help offset costs and expenses, including overhead, generally associated with the following types of activities: (1) compliance with federal, state and local environmental laws, regulations and rules relating to HERC's business operations such as handling, managing, and/or disposing of waste materials associated with rental equipment that contain hazardous substances (i.e., motor oil, grease, and hydraulic fluid); (2) the implementation of voluntary conservation or "green" initiatives at HERC; and (3) the acquisition and use of vehicles in HERC's business with engines using advanced emission control technologies. The Surcharge amount may be changed from time to time in HERC's discretion. THIS SURCHARGE IS NOT A TAX OR GOVERNMENT MANDATED CHARGE.

RENTAL PROTECTION PLAN (RPP) IS NOT INSURANCE. The Charge for RPP is 15% of gross rental charges. Customer accepts or declines RPP. If Customer accepts RPP, in consideration of the charge shown above, lessor agrees to waive certain claims against customer for loss of or damage to Equipment, in accordance with the terms and conditions set forth in the Rental Agreement and in the RENTAL PROTECTION PLAN GUIDE which Customer should review before deciding whether to purchase RPP. By accepting the Rental Protection Plan and paying the additional fee, HERC will limit the equipment repair or replacement cost to a deductible of \$500 per item or 10% of the repair or replacement cost, including tax, whichever is less. You are responsible for any loss or damage up to this amount. RPP does NOT cover damage to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the equipment.

Customer acknowledges that the Equipment will be returned in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Print Customer Name _____ Title _____
Customer Signature _____ Date _____

Terms are Net 10 Days Not valid without Barcode

Carefully read the terms and conditions that appear above and on reverse side of this page



HERTZ EQUIPMENT RENTAL CORPORATION

This Agreement ("Agreement") is for the rental of the equipment described on the other side of this page ("Front"), including all parts and accessories to such equipment ("Equipment"). This Agreement is between the person indicated on the Front as the customer ("Customer") and Hertz Equipment Rental Corporation ("HERC"). Both parties acknowledge that this Agreement consists solely of all the terms written or printed on both sides of this page.

1. NATURE OF THIS AGREEMENT. This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. The Equipment is owned by HERC. Customer acknowledges that no one other than HERC may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Additional Operators are agents of HERC. No one may repair or alter the Equipment without HERC's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify and hold HERC harmless from all loss, liability, and expense by reason thereof.

2. WHO MAY OPERATE THE EQUIPMENT. Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the Equipment: Customer's employer, employees, fellow employees in the course of such employee's regular employment, or persons approved by HERC in writing. Customer and all Authorized Operators must be at least 25 years old to operate a motor vehicle, 21 years old for all other Equipment; be properly qualified to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law.

3. RENTAL CHARGES. Customer will pay HERC on demand at the HERC branch designated on the Front, all rental, time, mileage, service, transportation, refueling service, surcharges and other charges and sums in accordance with this Agreement, all sales and use taxes or tax reimbursement imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees incurred in collecting same. Customer will also pay to HERC on demand at the HERC branch designated on the Front the registration or licensing fee and ad valorem taxes that HERC paid in HERC's prior fiscal year to the state in which such HERC branch is located and to local governments and other taxing authorities located in such state. Customer further understands that unless otherwise required by applicable law, such charges may be determined by HERC on the basis of the revenues HERC receives or estimates it will receive in such state and the total registration or licensing fees and ad valorem taxes that HERC pays or estimates it will pay to such state, local governments and other taxing authorities. The basic daily, weekly and the 4 week rental will entitle customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/16th of the daily charge (for a daily rental), 1/80th of the weekly charge (for a weekly rental) and 1/320th of the 4 week charge (for a 4 week rental), plus applicable taxes. All charges are subject to final audit by HERC. HERC will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the HERC branch designated on the front unless otherwise specified. Shipping charges from such branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on thirty (30) days notice in writing to the Customer with respect to any portion of the rental period then remaining. Customer and any person to whom, with HERC's consent, Customer expressly directs the charges incurred under this Agreement to be billed, are jointly and severally responsible for payment of all such charges. Customer represents having the authority to direct such charges to be billed to that person. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid.

4. CUSTOMER'S RESPONSIBILITIES. Customer must return the Equipment to HERC in the same good and clean condition it is in when Customer receives it, ordinary wear excepted. The Equipment must be returned to HERC at the renting HERC branch by the Due Date specified on the Front, or sooner if demanded by HERC. Customer acknowledges that it must confirm return receipt of the Equipment by HERC at the expiration or earlier termination of this Agreement. Until such time as HERC receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is used, and will not be moved without the prior written consent of HERC. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer maintaining crankcase, transmission, cooling and fluid systems daily, and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify HERC. Customer will record and supply to HERC at expiration or earlier termination of this Agreement, fuel receipts and driver trip records containing mileage breakdown by state. Failure to comply with the foregoing fuel and mileage requirements will entitle HERC to \$.05 per unrecorded mile as additional rent hereunder, which Customer hereby agrees to pay.

5. RISK OF LOSS. All loss of or damage to the Equipment from any cause whatsoever while on rental or in Customer's or Authorized Operator's care, custody or control, whether exclusive or not, and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to HERC promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and HERC's salvage value, such as loss of use, appraisal fees or recovery costs. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.

6. EVENTS OF DEFAULT. Customer shall be in default of this Agreement if Customer fails to pay any rent when due or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and HERC. Customer will further be deemed to be in default if the Equipment is obtained from HERC through fraud or misrepresentation or is used: (A) in violation of any law or ordinance; (B) in a reckless, negligent or abusive manner, or is intentionally damaged by Customer or with Customer's permission; (C) in violation of Paragraph 4 above, or (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

7. REMEDIES OF HERC. In case of default by Customer, or if HERC deems itself insecure, HERC may, but is not required to, peacefully enter the premises where the Equipment is located and remove same with or without process of law and without any notice of liability to Customer. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition to HERC recovering the Equipment. Customer agrees to permit such entry and action by HERC. In such case HERC may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which HERC might otherwise have for rent, expense of retaking, court costs and reasonable attorney's fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, notwithstanding such termination. HERC shall have the right to issue and circulate theft notices, cause warrants to be issued for the taking of custody of Customer, Customer's agents, partners or employees, or take any other steps which HERC will reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of HERC are not exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

8. RENTAL PROTECTION PLAN. NOTE: The "Rental Protection Plan" option ("RPP") is not insurance; it is an option that HERC offers to limit Your liability for loss or damage to the Equipment You have rented from HERC. The benefit from this RPP is limited by the deductible shown in subparagraph (a) and excludes the specific conditions or events shown in subparagraph (b).

(a) If You comply with this Agreement, including the provisions of paragraphs 2 and 3, and if HERC in its discretion has offered to You, and You have accepted, RPP, then HERC agrees to waive, to the extent specified in this paragraph

a. Your responsibility for loss of or damage to the Equipment to the extent that it exceeds the deductible shown on the Rental Record. You are responsible under this Agreement for the loss of or damage to the Equipment up to the amount of the "deductible" for the RPP. The current estimate of the deductible is shown on the Rental Record. This may change if you extend or shorten the duration of your rental or if you add equipment to the rental.

You can only accept RPP at or prior to the beginning of the Rental Term. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF A PASSENGER MOTOR VEHICLE.

(b) NOTWITHSTANDING YOUR ACCEPTANCE OF RPP, YOUR RESPONSIBILITY FOR LOSS OR DAMAGE WILL NOT BE LIMITED BY SUBPARAGRAPH (a) TO THE EXTENT SUCH LOSS OR DAMAGE RESULTS FROM AN AUTHORIZED OPERATOR'S GROSS NEGLIGENCE OR FROM:

(i) striking an overhead object with the Equipment;

(ii) vandalism, malicious mischief, theft or conversion of the Equipment, unless an Authorized Operator promptly files with the applicable public authorities (and promptly provides to HERC) a formal written theft, vandalism or conversion report;

(iii) leaving keys, if any, in the Equipment while that Equipment is not locked or otherwise secured, regardless of whether or not a report was filed pursuant to paragraph 8(b)(ii);

(iv) exposure to corrosive materials;

(v) overloading of a boom, exceeding rated capacity of equipment; or

(vi) Your failure to perform any of Your obligations under this Agreement, including those set forth in paragraphs 2, and 4.

(c) In the event of loss or damage to the Equipment, you are required to cooperate with HERC's investigation of any incident involving the Equipment, and complete an RPP Incident Report.

(d) RPP IS OPTIONAL, AND YOU NEED NOT ACCEPT IT IF HERC OFFERS IT TO YOU. HOWEVER, TO THE EXTENT HERC DOES NOT OFFER RPP TO YOU, OR YOU DO NOT ACCEPT RPP, YOU MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 10(b). If you elect to maintain insurance coverage, and the certificate of insurance you provide to HERC to evidence your insurance coverage expires or is unacceptable to HERC, you agree HERC may charge RPP for your rentals until such time as you provide an acceptable and valid certificate of insurance.

9. LIABILITY FOR DAMAGE TO PERSONS AND PROPERTY. Customer assumes the risk of any and all injuries of any kind or nature, including wrongful death, as a result of the use or misuse of the Equipment pursuant to this Agreement. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS SUBSIDIARIES, PARENT COMPANY AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, ACTION OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER, AS A RESULT OF THE MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT, INCLUDING MOTOR VEHICLES, OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT, EVEN IF SUCH LIABILITY RESULTS IN ANY PART FROM THE ORDINARY NEGLIGENCE OF HERC, ITS AGENTS OR EMPLOYEES. CUSTOMER'S OBLIGATION HEREUNDER SHALL NOT BE LIMITED BY THE PROVISIONS OF ANY WORKERS' COMPENSATION ACT OR SIMILAR STATUTE. CUSTOMER AGREES TO HOLD HERC HARMLESS FROM ANY LOSS, DAMAGE, OR INJURY SUFFERED IN CONNECTION WITH CUSTOMER'S USE, OPERATION, POSSESSION OR TRANSPORTATION OF EQUIPMENT AND TO KEEP EQUIPMENT LOCKED AND GUARDED WHEN NOT IN USE.

10. INSURANCE. Customer acknowledges the obligation in Paragraph 9, to defend, indemnify and hold harmless HERC for any and all losses or damages arising from Customer's rental of the equipment. In addition, Customer is required to maintain insurance covering bodily injury (including death) or property damage loss or damage to rented items. Customer agrees to furnish complete information concerning insurance coverage and, in the event of loss, to exercise all rights that may be available under that insurance for the benefit of HERC.

Further, if the rental includes motor vehicles:

(PRIMARY) - AZ, MD, MA, MI, MN, NM, NY, SC, WV

HERC will indemnify, hold harmless and defend Customer and any Authorized Operators from and against liability to third parties, excluding any of Customer's or any Authorized Operator's family members related by blood, marriage or adoption residing with Customer or Authorized Operator. For bodily injury, including death and property damage arising from the use or operation of a motor vehicle, the limits of this protection, including owner's liability, are the same as the minimum limits required by the automobile financial responsibility laws of the jurisdiction in which the accident occurs, if the accident results from the motor vehicle as permitted by this Agreement. To the extent permitted by law, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the jurisdiction in which accident occurs. The motor vehicle may not be driven into Mexico.

(SECONDARY) - ALL OTHER STATES NOT SPECIFIED

If the rental includes motor vehicles and, if an accident results from the use of a motor vehicle, Customer's insurance and the insurance of the motor vehicle operator will be primary, unless otherwise required by law. This means that HERC will not grant any defense or indemnity protection under this paragraph if either Customer or the motor vehicle operator are covered by any valid and collectible automobile liability insurance, whether primary, excess or contingent, with limits at least equal to the minimum required by the applicable state financial responsibility law. If neither Customer nor the motor vehicle operator have such insurance, HERC will grant Customer and any authorized motor vehicle operator limited protection that will not exceed the minimum limits required by the motor vehicle financial responsibility law of the jurisdiction in which the accident occurs. The motor vehicle may not be driven into Mexico. (CALIFORNIA)

NO LIABILITY PROTECTION IS PROVIDED BY HERC WITH THIS AGREEMENT. IT IS THE CUSTOMER'S RESPONSIBILITY AND THE RESPONSIBILITY OF ANY AUTHORIZED OPERATOR TO PROVIDE PRIMARY INSURANCE PROTECTION FOR LIABILITY ARISING FROM THE USE OR POSSESSION OF THE MOTOR VEHICLE. CUSTOMER AND ANY AUTHORIZED OPERATOR AFFIRMATIVELY AGREE TO PROVIDE SUCH PROTECTION. THE LIMITS OF THIS PROTECTION WHICH CUSTOMER AGREES WILL INCLUDE OWNER'S LIABILITY, SHALL BE AT MINIMUM, THE LIMITS REQUIRED BY THE AUTOMOBILE FINANCIAL RESPONSIBILITY LAW OF THE JURISDICTION WHERE THE ACCIDENT OCCURS. Customer and all Authorized Operators will indemnify and hold HERC, its agents, and employees harmless from and against any loss, liability and expense beyond the scope of the protection provided for above, arising from the use or possession of the motor vehicle by Customer or any operators with or without Customer's or any Authorized Operator's permission. The motor vehicle may not be driven into Mexico.

11. NOTICE OF LOSS OR ACCIDENT. In the event of an accident, loss of, theft of, or damage to the Equipment, Customer agrees to notify HERC as soon as possible by telephone and, thereafter, to immediately report in writing to HERC and to the public authorities (where required by law or by HERC) all necessary information relating to the loss or accident.

12. CONDITION OF THE EQUIPMENT. Customer acknowledges having examined the Equipment upon its delivery to Customer. Customer's acceptance or use of the Equipment without prompt notice to HERC that the Equipment is not in good mechanical condition constitutes Customer's acknowledgment that the Equipment is in good mechanical condition at that time. If, during Customer's possession of the Equipment, it is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify HERC, whereupon HERC will then, at its option and without any other liability or responsibility by HERC to Customer: (a) repair or suitably replace the Equipment within a reasonable time during HERC's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due HERC for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to HERC's representatives so as to enable HERC to meet its responsibilities hereunder.

THE FOREGOING IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND OF (ii) ALL OBLIGATIONS OR LIABILITY ON THE PART OF HERC TO CUSTOMER FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RENTING, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

13. LATE PAYMENT FEE. Should Customer fail to pay any invoice to HERC in accordance with the terms of such invoice, Customer will pay a late payment fee to HERC on such delinquent payment until fully paid, at the maximum rate allowed by the laws of the jurisdiction in which the HERC branch specified on the Front is located.

14. REFUELING SERVICE CHARGE. HERC agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full Customer will pay to HERC a sum equal to HERC's then applicable refueling service charge posted at HERC's branch where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

15. MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No change, modification or alteration of the terms hereof will be effective as against HERC unless a written agreement signed by a duly authorized officer of HERC, Customer's execution of this instrument and/or acceptance of delivery of any part of the Equipment to be furnished hereunder shall constitute Customer's acceptance of all of the terms and conditions contained herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents that conflict with or limit in any way any of the terms and conditions contained herein. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof.

This Agreement shall be governed and construed by the laws of the STATE OF NEW JERSEY, with the exception of collection, lien enforcement and bond claims ("Collections") for which the laws of Oklahoma shall govern. Customer consents to jurisdiction in the State and United States District Court, Western District, of Oklahoma for resolution of all Collections. If any provision, or any part of any provision of this Agreement or the application thereof is hereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

Mike Brown Electric Co.

**** COST CODE SUMMARY ****

**** Job: #2151 GES MOD PH 2 PCO ** Job Number: GREGG 101 ** Bid Date: 6/27/2016 ****

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Act No.	Take-Off Items	MATERIAL		LABOR		COST CODE
		Net Cost	Quotes	Hours	Cost	Totals
600	Fire Alarm System			8.00	902.40	902.40
690	Misc	20.72		7.60	857.28	878.00
Total Take-Off Items		20.72	0.00	15.60	1,759.68	1,780.40

Bid Expense Items	Overhead %	Markup %	Tax %	Expense Cost
Total Bid Expense Items				0.00

Bid Quoted Items	Overhead %	Markup %	Tax %	Quoted Cost
620 Data/Tele	10.00%	10.00%	7.50%	0.00
630 Security	10.00%	10.00%	7.50%	0.00
640 CATV	10.00%	10.00%	7.50%	0.00
650 Assisted Listening	10.00%	10.00%	7.50%	0.00
280 Generator / Transfer Switch	10.00%	10.00%	7.50%	0.00
610 Clock, PA, Tele	10.00%	10.00%	7.50%	0.00
600 Fire Alarm System	10.00%	10.00%	7.50%	0.00
400 Lighting	10.00%	10.00%	7.50%	0.00
200 Switchgear	10.00%	10.00%	7.50%	0.00
700 Scissor / JLG Lift	10.00%	10.00%	7.50%	0.00
710 Crane	10.00%	10.00%	7.50%	0.00
730 Tools	10.00%	10.00%	7.50%	0.00
740 Testing	10.00%	10.00%	7.50%	0.00
Total Bid Quoted Items				0.00
Sub-Total Cost Items				1,780.40

Bid Totals	Material	Labor	Quotes	Totals
Total Cost	20.72	1,759.68	0.00	1,780.40
Total Overhead	2.07	175.97	0.00	178.04
Total Markup	1.14	96.78	0.00	97.92
Total Tax	1.86	0.00	0.00	1.86
Grand Totals	25.80	2,032.43	0.00	2,058.23

Sq. Ft / Pct. Analysis	\$/SF	% Sell	\$/SF	% Sell	\$/SF	% Sell	\$/SF	% Sell
Total Cost	0.00	1.01	0.00	85.50	0.00	0.00	0.00	86.50
Total Overhead	0.00	0.10	0.00	8.55	0.00	0.00	0.00	8.65
Total Markup	0.00	0.06	0.00	4.70	0.00	0.00	0.00	4.76
Total Tax	0.00	0.09	0.00	0.00	0.00	0.00	0.00	0.09
Grand Total	0.00	1.25	0.00	98.75	0.00	0.00	0.00	100.00

Mike Brown Electric Co.

**** BID TAKE - OFF DETAILS -- FORMAT 2 ****

**** Job: #2151 GES MOD PH 2 PCO ** Job Number: GREGG 101 ** Bid Date: 6/27/2016 ****

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Assm No.	Labor Level	Description	Count	Material Each	Material Extended	Labor Unit	Labor Hr Extended
MBE PCO #	RFP #/WD #	ASI #	RFI #	DELTA	DESCRIPTION		
MBE PCO 02	<No Name>	<No Name>	<No Name>	ADDER	TEMP GEN CONNECTIONS		
*** Breakout Multipliers: Count = 1 Material Cost = 1.00 Labor Hours = 1.00							
00501		RESEARCH/LAYOUT/TEST/AS BUILTS	8.00				
	1	JOURNEYMAN - ST. TIME	8.00			1.000	8.000
00502		3 PH CONNECT/DISCONNECT	2.00				
	1	3/0 - 4/0 WIRE TERM LABOR	16.00			0.400	6.400
	1	#2 - #1 WIRE TERM LABOR	4.00			0.270	1.080
	1	88 3/4 X 66FT ALL WTHR PLS TAP	4.00	5.646	22.585	0.030	0.120
Totals					22.58		15.60
Grand Totals					22.58		15.60



**MILLER PACIFIC
ENGINEERING GROUP**

June 16, 2016
File: 16-8438pro(o-t).doc

Gravenstein Union School District
3840 Twig Avenue
Sebastopol, California 95472

Attention: Linda LaMarre, Superintendent

Re: Proposal for Geotechnical Engineering Construction Observation and Testing Services
Gravenstein Elementary School Modernization Project, Phase 2
3840 Twig Avenue
Sebastopol, California

Introduction

Following our discussions and review of the improvement plans for the project, we are pleased to propose our geotechnical engineering construction observation and testing services for the planned Administration Building Addition and Modernization project (Phase 2) at the Gravenstein Elementary School in Sebastopol, California. We understand that the project includes constructing an addition at the south side of the existing Administration Building (F), new modular classrooms (Building G) north of Building H, a new water tank and equipment building west of Building H, and associated renovations of some of the existing structures. The work will also include areas of new concrete flatwork and new asphalt paving, and installation of some new underground utilities.

Scope of Services

During construction, we will visit the site intermittently to observe the Contractor's operations and test geotechnical portions of the work. We anticipate observing and testing site grading, including over-excavation of weak fill and natural surface soil in the proposed building footprint areas, and placement of compacted, engineered fill to reconstruct the building pads. Our representative will conduct compaction testing of the subgrade and Class 2 baserock beneath new concrete flatwork areas and new pavement areas, and test the compaction of utility trench backfill in pavement and structural fill areas. We will conduct density testing of the asphaltic concrete in new pavement areas, if requested. We will observe the footing excavations for the new buildings and water storage tank to confirm that the soil conditions exposed in the footing excavations are suitable for foundation support, and to verify that the excavations have been extended to the minimum widths and depths as shown on the approved plans for the project. Upon satisfactory completion of the sitework and building foundations, we will prepare a letter report documenting our observations and testing along with our opinion regarding Contractor compliance with the geotechnical portions of the design plans and specifications. We will also complete and submit the required DSA documents (DSA 293, Geotechnical Verified Reports) for the project.

June 16, 2016

Contractual Arrangements

We will provide our services in accordance with the attached Agreement and our current Schedule of Charges. We propose the following fee arrangements:

Construction Observation and TestingTime and Expense, Budget Estimate \$10,000 to \$15,000

It is noted that there are many unknown factors involved during construction that impact the total amount of our fee for providing observation and testing services. These factors include: variable depth of overexcavation in building areas to remove unsuitable soil; contractor's schedule and efficiency in meeting the job specifications; need to re-test areas that fail initial compaction testing; and unexpected soil conditions. We believe our final fee will be closer to \$10,000, but suggest a budget of \$15,000 be allocated to cover unexpected conditions and variables, as discussed above.

We are pleased to have the opportunity to work with you on this project. Please call me if you have any questions concerning this proposal.

Very truly yours,
MILLER PACIFIC ENGINEERING GROUP



Daniel S. Caldwell
Geotechnical Engineer No. 2006
(Expires 9/30/17)

Attachments: Agreement and Schedule of Charges

Cc: Catrina Howatt



**MILLER PACIFIC
ENGINEERING GROUP**

AGREEMENT FOR PROFESSIONAL ENGINEERING AND TESTING SERVICES

This AGREEMENT is made between MILLER PACIFIC ENGINEERING GROUP ("MPEG"), a California Corporation, and the CLIENT to provide Professional Engineering and Testing Services with respect to the PROJECT, with the following GENERAL CONDITIONS and for the FEE as described below and on the attached pages,

1.0 CLIENT NAME: Gravenstein Union School District
Attention: Linda LaMarre, Superintendent

ADDRESS: 3840 Twig Avenue, Sebastopol, CA 95472

CLIENT #: 16-8438

2.0 PROJECT: Geotechnical Engineering Construction Observation Services
Proposed Gravenstein Elementary School Modernization, Phase 2

LOCATION: 3840 Twig Avenue
Sebastopol, CA

3.0 SCOPE OF SERVICES: Geotechnical Engineering Services as outlined in our proposal letter dated June 16, 2016.

Phase 1, Construction Observation and Testing Services

4.0 FEE: Phase 1, Time and Expense.....Budget Estimate \$15,000

DATE: 6/16/16 FOR MPEG: 
Daniel S. Caldwell, Geotechnical Engineer No. 2006

DATE: 6/23/16 FOR CLIENT: 

GENERAL CONDITIONS

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which MPEG is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by MPEG as set forth in this Agreement, the Scope of Services, and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment, and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

MPEG will perform the scope of Services per Page 1 of the agreement.

2.1. Changes in Scope. If MPEG provides Client with a written confirmation of a change in the Scope of Services, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by MPEG on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the Scope of Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. MPEG will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. MPEG's Services under this Agreement include only those Services specified in the Scope of Services.

2.3.1. General. Client expressly waives any claim against MPEG resulting from its failure to perform recommended additional Services that Client has not authorized MPEG to perform, and any claim that MPEG

failed to perform services that Client instructs MPEG not to perform.

2.3.2. Biological Pollutants. MPEG's Scope of Services specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts.

MPEG's Scope of Services will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that MPEG has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless MPEG from all claims by any third party concerning Biological Pollutants, except for damages caused by MPEG's sole negligence.

3. PAYMENTS TO MPEG

3.1. Basic Services. MPEG will perform the Services set forth per the Scope of Services for the Fee and per the Schedule of Charges shown on Page 1 and Page 8 of this Agreement.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached Scope of Services, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. MPEG will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by MPEG. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that MPEG shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay MPEG at the rates set forth in the Schedule of Charges.

3.4.1. Changes to Rates. Client and MPEG agree that the Schedule of Charges is subject to periodic review and amendment, as appropriate to reflect MPEG's current fee structure. Unless Client objects in writing to the proposed amended fee structure within 30 days of invoice, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure within 30 days, and MPEG and Client cannot agree upon a new fee structure within 30 days after notice, MPEG may terminate this Agreement and be

compensated as set forth under Section 18, "Termination."

3.4.2. **Prevailing Wages.** Unless Client specifically informs MPEG in writing that prevailing wage regulations cover the Project and the Scope of Services identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless MPEG from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. **Payment Timing; Late Charge.** All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. **Level of Service.** MPEG offers different levels of Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the Scope of Services and has determined that it does not need or want a greater level of Services than that being provided.

4.2. **Standard of Care.** Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, MPEG will endeavor to perform its Services consistent with that level of care and skill ordinarily exercised by other professional practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. **No Warranty.** No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and project development are subject to many influences that are not subject to precise forecasting and are outside of MPEG's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by MPEG and that MPEG does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If MPEG's Scope of Services includes observation and/or testing during the course of construction, the following conditions apply.

6.1. Construction Observation.

6.1.1. **Site Meetings & Visits.** MPEG will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the Scope of Services or, if not specified in the Scope of Services at intervals as MPEG deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, MPEG may inform Client of the progress of the geotechnical aspects of the Work. Client understands that MPEG may not be on site continuously; and, unless expressly agreed otherwise, MPEG will not observe all of the Work.

6.1.2. **Contractor's Performance.** MPEG does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of MPEG's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can MPEG be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of MPEG.

6.1.3. **Contractor's Responsibilities.** MPEG will not supervise, direct or have control over the Work nor will MPEG have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. **Final Report.** At the conclusion of Construction Phase Services, MPEG may provide Client with a written report summarizing the tests and observations, if any, made by MPEG.

6.2. **Review of Contractor's Submittals.** If included in the Scope of Work, MPEG will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. MPEG will review such submittals solely for general conformance with MPEG's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. **Tests.** Tests performed by MPEG on finished Work or Work in progress are taken intermittently and indicates the general acceptability of the Work on a statistical basis. MPEG's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in

accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with MPEG in any manner necessary and within its ability to facilitate MPEG's performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for MPEG to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. MPEG will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that MPEG's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply MPEG with all information and documents in Client's possession or knowledge which are relevant to MPEG's Services. Client warrants the accuracy of any information supplied by it to MPEG, and acknowledges that MPEG is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify MPEG of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to MPEG the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by MPEG to any such structure or utility not so designated. MPEG is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to MPEG.

8. CHANGED CONDITIONS

If MPEG discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), MPEG will notify Client in writing of the Changed Conditions. Client and MPEG agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If MPEG and

Client cannot agree upon amended terms and conditions within 30 days after notice, MPEG may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that MPEG's Services under this Agreement are limited to geotechnical investigation and that MPEG has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that MPEG execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) MPEG believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) MPEG believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) MPEG has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by MPEG is limited to an expression of professional opinion based upon the Services performed by MPEG, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of MPEG, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees, and agents (collectively "MPEG Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by MPEG under this Agreement or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims, or actions for errors or omissions in MPEG's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, MPEG and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in MPEG's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, MPEG agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by MPEG's negligent performance of its Services under this Agreement.

11.2.2. Indemnification of MPEG. Client will indemnify and hold harmless MPEG Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by MPEG's sole negligence, Client expressly agrees to defend, indemnify and hold harmless MPEG Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. **Consequential Damages.** Neither Client nor MPEG will be liable to the other for any special, consequential, incidental, or penal losses or damages including but not limited to losses, damages, or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. **Continuing Agreement.** The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If MPEG provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. **MPEG's Insurance.** MPEG will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation / Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. MPEG maintains Professional Liability Insurance for our own benefit.

12.2. **Contractor's Insurance.** Client or Project Owner will require owner's Contractor, subcontractors and consultants to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above.

12.3. **Certificates of Insurance.** Upon request, MPEG and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. **Client Documents.** All documents provided by Client will remain the property of Client. MPEG will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. **MPEG's Documents.** Unless otherwise agreed in writing, all documents and information prepared by MPEG or obtained by MPEG from any third party in connection with the performance of Services, including, but not limited to, MPEG's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of MPEG. MPEG has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. **Use of Documents.** All Documents prepared by MPEG are solely for use by Client and will not be provided by either party to any other person or entity without MPEG's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by MPEG. MPEG retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. **Electronic Media.** MPEG may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by MPEG in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, MPEG's electronic Documents and media will conform to MPEG's standards.

MPEG will provide any requested electronic Documents for a 30-day acceptance period, and MPEG will correct any defects reported by Client to MPEG during this period. MPEG makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely and Client will not represent to any other party that it may rely on Documents without MPEG's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without MPEG's express prior written consent. Client waives any and all claims against MPEG resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through client. Client will defend, indemnify and hold harmless MPEG from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without MPEG's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If MPEG provides laboratory testing or analytic Services, MPEG will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by MPEG, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

MPEG will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. MPEG may subcontract for the services of others without obtaining Client's consent if MPEG deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by MPEG. MPEG may terminate this Agreement if Client suspends MPEG's Services for more than 60 days and Client will pay MPEG as set forth under Section 18, "Termination." If Client suspends MPEG's Services, or if Client or others delay MPEG's Services, Client and MPEG agree to equitably adjust: (1) the time for completion of the Services; and (2) MPEG's compensation in accordance with MPEG's then current Schedule of Charges for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by MPEG for demobilization and subsequent remobilization.

17.2. Liability. MPEG is not liable to Client for any failure to perform or delay in performance due to circumstances beyond MPEG's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. MPEG and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for MPEG's material breach of this Agreement, Client will pay MPEG for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with MPEG's then current Schedule of Charges.

19. DISPUTES

19.1. Mediation. All disputes between MPEG and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed,

and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of MPEG's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or

voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

End of General Conditions

MILLER PACIFIC ENGINEERING GROUP
a California corporation

SCHEDULE OF CHARGES

PROFESSIONAL ENGINEERING AND TESTING SERVICES

Professional and Technical Personnel	Hourly Rate
Staff Engineer/Geologist – Level 1-3	\$85 - \$95 - \$105
Project Engineer/Geologist – Level 1-3	\$115 - \$125 - \$135
Senior Engineer/Geologist – Level 1-3	\$155 - \$165 - \$175
Associate Engineer/Geologist – Level 1-3	\$185 - \$195 - \$205
Principal Level 1-3	\$210 - \$220 - \$230
Project Assistant/Word Processor	\$70
Technician Level 1-3	\$80 - \$85 - \$90
Senior Technician Level 1-2	\$100 - \$105
Prevailing Wage Group 3	\$110
Prevailing Wage Group 4	\$105
Other Inside Charges	
Mileage	\$ 0.80 per mile
Vehicle (Field)	\$9 per hour
Nuclear Density Gage	\$8 per test
Inclinometer	\$150 per day / \$85 per half day
Laser Level	\$50 per day
Sampling Equipment	\$50 per day / \$30 half day
Outside Services	Cost + 20%
Exploration, drilling equipment and instrumentation, in-situ monitoring, specialized laboratory testing, per diem, shipping, courier/delivery services, outside reproduction, and other services and supplies not normally provided.	

*NOTES:

1. Field site visits and travel time are normal hourly rates, portal to portal.
2. Overtime – Weekday & Saturday add \$25
Overtime – Sunday/Holiday/Night add \$35
3. Rates are for normal Geotechnical Engineering and Geological services. Rates for depositions and testimony are \$450 per hour for Principal; \$400 per hour for Associate; and \$350 per hour for Senior. All other personnel are \$250 per hour. These fees are due and payable at the time of service.
4. Schedule of charges is effective as of January 2016. It is subject to revision annually and at other times without notice.
5. Prevailing Wage Note: Personnel working on Prevailing Wage Projects will be billed at normal hourly rates plus \$5 per hour, or at the Group 3 or Group 4 rate, whichever is applicable.

Consolidated Application for Funding Categorical Aid Programs, 2016 Spring Submission

Certification: I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and, I agree to have the use of these funds received and/or audited according to the standards and criteria set forth in the California Department of Education's Federal Program Monitoring (FPM) Manual. Legal assurances for all the programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those, which a waiver has been obtained or requested. A copy of all waivers or requests is on the file. I certify that actual ink signatures for this page are on file.


Signature of authorized representative

Linda J. LaMarre
Printed name of authorized representative

Superintendent
Title

6/30/16
Date

2016-17 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca16asstoc.asp>.

CDE Program Contact:

Joy Paull, jpaull@cde.ca.gov, 916-319-0297

LEA Plan

An LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds must upload the Title III LEA Plan Performance Goal2 to the California Department of Education Monitoring Tool (CMT) at <https://cmt.cde.ca.gov/cmt/logon.aspx>.

State Board of Education approval date	7/11/2003
LEA Plan Web page (format http://SomeWebsiteName.xxx)	http://www.grav.k12.ca.us/District_Publications

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Linda Lamarre
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/30/2016

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2016-17 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Linda J.
Authorized Representative Title	LaMarre
Authorized Representative Signature Date	05/16/2016
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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2016-17 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/13/2016
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	
DELAC review date	
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	Does not apply, less than 50 EL students,

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Educator Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title III Part A LEP (English Learner)	Yes

*****Warning*****

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2016-17 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

ESEA Sec. 3102 SACS 4203	
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*****Warning*****

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2016-17 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

CDE Program Contact:

Anie Wilson, Educator Excellence Office, awilson@cde.ca.gov, 916-445-5669
Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838

Title II, Part A Improving Teacher and Principal Quality

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note: Non-unified elementary and/or high school districts that have applied for Title II, Part A funds have the option to add a shared attendance area nonprofit private school if they wish to share responsibility for that school's Title II equitable services.

Title III, Part A Immigrant and Limited English Proficient Student Subgrant Program

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III, Part A English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

Add shared attendance area school(s) No

This functionality allows elementary and high school districts that share an attendance area, and decide to share responsibility for Title II, Part A equitable services, to add a nonprofit private school.

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2016-17 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred?	Title II, Part A Participation	Title III, Part A Immigrant Participation	Title III, Part A LEP Participation	School Added	Comment (Max 250 char)

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2015-16 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy and Program Guidance Office, NBodenhausen@cde.ca.gov, 916-445-4904
Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956

District Parental Involvement Certification

Each LEA shall develop jointly with, agree on with, and distribute to parents of Title I children, a written Title I parental involvement policy (ESEA Section 1118(a)). The policy describes how the LEA will:

- a) Involve parents in the joint development of the LEA Plan and the processes of school review and improvement for program improvement schools under ESEA Section 1116;
- b) Help schools to plan and implement effective parental involvement activities to improve student academic achievement and school performance;
- c) Build the schools' and parents' capacity for strong parental involvement;
- d) Coordinate and integrate parental involvement strategies under Part A and under other programs as specified;
- e) Conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy and use the findings of the evaluation to design more effective parental involvement; and
- f) Involve parents in the activities of the Title I schools.

Does the district have a written parental involvement policy Yes

LEA policy compliance Yes

Does your current Title I district level parental involvement policy meet the above criteria

Annual evaluation date

Annual Evaluation

At Site Council meetings-discussions/vote at Site Council Meetings.

Warning

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California Department of Education

Gravenstein Union Elementary (49 70714 00000000)

2015-16 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

Describe the involvement of parents during the policy evaluation process. If no evaluation occurred or if the evaluation date is not within the allowable range, provide an explanation why. (Maximum 500 characters)

Parental Involvement Allocation

At Site Council meetings-discussions/vote at Site Council Meetings.

Describe parental involvement in decisions on the use of parental involvement set-aside. (Maximum 500 characters)

District Parental Involvement Contact Information

Parental Involvement contact name

Michelle Gray

Contact title

Parent Advisory Committee

Contact e-mail address

michellegray1119@comcast.net

(format abc@xyz.zyx)

Contact telephone number

707-762-1362

(format 999-999-9999)

School Parental Involvement Policy Compliance Requirements

The Title I, Part A school-level parental involvement policy describes the means to carry out:

- a) Involvement of parents in the development of the policy
- b) School-parent compacts
- c) Building of capacity for involvement of parents
- d) Accessibility and opportunities for participation of parents with limited English proficiency, parents with disabilities, and parents of migratory students

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2015-16 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

School Name	School Code	Parental Involvement Policy Exists	No Policy Comment (Max 250 char)	Meets Policy Requirements ?	Not Compliant Comment (Max 250 char)	Parental Involvement Contact Name	Parental Involvement Contact Title	Parental Involvement Contact E-mail Address (format abc@xyz.zyx)	Parental Involvement Contact Telephone Number (format 999-999-9999)
Gravenstein Elementary	6051742	Y		Y		Michelle Gray	Parent Advisory Committee	michellegray1119@cast.net	707-762-1362
Hillcrest Middle	6051759	Y		Y		Michelle Gray	Parent Advisory Committee	michellegray1119@cast.net	707-762-1362
Gravenstein First	0126888	Y		Y		Michelle Gray	Parent Advisory Committee	michellegray1119@cast.net	707-762-1362

Warning

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2016-17 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy and Program Guidance Office, NBodenhausen@cde.ca.gov, 916-445-4904
 Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956

LEA meets small district criteria, submission of this data collection is optional.

An LEA is defined as a small district criteria if, based on the school list and the data entered in School Student Counts Projected, the LEA meets one or more of the following:

Is a single school district

Has a single school per grade span

Has enrollment total for all schools less than 1,000

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

a - Meets 35% Low Income Requirement

c - Funded by Other Allowable Sources

d - Desegregation Waiver on File

e - Grandfather Provision

f - Feeder Pattern

g - Local Funded Charter Opted Out

h - Local Funded Charter Opt In

Low income measure

Group Schools by Grade Span

District-wide Low Income %

Grade Span 1 Low Income %

FRPM

No

19.58%

20.24%

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2016-17 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

Grade Span 2 Low Income %

18.32%

Grade Span 3 Low Income %

0.00%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment (Max 500 char)
Gravenstein First	0126888	1	37	15	40.54	Y	N	1	N		
Gravenstein Elementary	6051742	1	461	86	18.66	N	N	2	N		
Hillcrest Middle	6051759	2	262	48	18.32	N	N	3	N		
Gravenstein Community Day	6119655	1	1	0	0.00	N	N	4	N		

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California Department of Education

Gravenstein Union Elementary (49 70714 0000000)

Consolidated Application

Status: Certified
 Saved by: Gail Eagan
 Date: 6/30/2016 4:07 PM

2016-17 Title I, Part A Nonprofit Private School Participation

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Rina DeRose, Title I Policy and Program Guidance Office, RDeRose@cde.ca.gov, 916-323-0472
 Mindi Yates, Title I Policy and Program Guidance Office, myates@cde.ca.gov, 916-319-0789

The LEA must offer to provide equitable services that address the needs of nonprofit private school students and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note:

The LEA of residence is responsible for providing Title I Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a private nonprofit school. This includes students who attend nonprofit private schools outside the LEA's boundaries.

Add non-attendance area school(s)

No

The LEA is electing to add nonprofit private schools outside of the district's attendance area.

School Name	School Code	Enrollment	Participating	Affirmation On File	Low Income Student Count	Direct Services	Contract Services	School Added

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California Department of Education

Gravenstein Union Elementary (49 70714 0000000)

Consolidated Application

Status: Certified
 Saved by: Gail Eagan
 Date: 6/30/2016 4:07 PM

2015-16 Title I, Part A School Funded Staff Report

To collect school level data, as required by ESEA, about teachers and instructional paraprofessionals in Title I, Part A programs.

CDE Program Contact:

Jane Liang, District Innovation and Improvement Office, jliang@cde.ca.gov, 916-319-0259
 Jacqueline Matranga, District Innovation and Improvement Office, jmatranga@cde.ca.gov, 916-445-4905

School Name	School Code	Public	New Title I, Part A Funded Teachers Hired Count	Non-ESEA Qualified Hired Count	Title I, Part A Funded Teachers Count (0.00)	Title I, Part A Funded Paraprofessionals Count (0.00)	ESEA Qualified Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals %	Title I, Part A Funded Administrators Count (0.00)	Title I, Part A Funded Support Staff Count (0.00)	Other Title I, Part A Funded Staff Count (0.00)
Gravenstein Elementary	6051742	Y	1	0	0.46	0	0		0	0	
Gravenstein First	0126888	Y	0								
Hillcrest Middle	6051759	Y	0								

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2015-16 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2015 through June 30, 2016.

CDE Program Contact:

Melissa Flemmer, Educator Excellence Office, mflommer@cde.ca.gov, 916-324-5689

2015-16 Title II, Part A entitlement	\$6,994
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Professional Development Expenditures

Professional development for teachers	
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

Exams and Test Preparation Expenditures

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

Recruitment, Training, and Retaining Expenditures

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

Miscellaneous Expenditures

Class size reduction	\$6,739
Administrative and indirect costs	\$255
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$6,994
General Comment (Maximum 500 characters)	

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2015-16 Title III, Part A Immigrant YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2015 through June 30, 2016.

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

- (1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-
 - (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
 - (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
 - (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
 - (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

- (E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;
- (F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and
- (G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2015-16 Title III, Part A Immigrant entitlement	\$74
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$74
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$0
Total year-to-date expenditures	\$74
2015-16 Unspent funds	\$0
General Comment (Maximum 500 characters)	

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2014-15 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2014 through June 30, 2016.

CDE Program Contact:

Melissa Flemmer, Educator Excellence Office, mflemmer@cde.ca.gov, 916-324-5689

2014-15 Title II, Part A entitlement	\$6,982
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Professional Development Expenditures

Professional development for teachers	\$1,846
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

Exams and Test Preparation Expenditures

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

Recruitment, Training, and Retaining Expenditures

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

Miscellaneous Expenditures

Class size reduction	\$4,881
Administrative and indirect costs	\$255
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$6,982
General Comment (Maximum 500 characters)	

*****Warning*****

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2014-15 Title III, Part A Immigrant YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through June 30, 2016.

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-
 (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;

(B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;

(C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth

(D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

(E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;

(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2014-15 Title III, Part A Immigrant entitlement	\$94
2014-15 Title III, Part A supplemental Immigrant entitlement	\$28
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$122
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$0
Total year-to-date expenditures	\$122
2014-15 Unspent funds	\$0
General comment (Maximum 500 characters)	

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2015-16 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Coordinated School Health and Safety Office, lwheeler@cde.ca.gov, 916-319-0383
 Pat Boncella, Coordinated School Health and Safety Office, pboncell@cde.ca.gov, 916-319-0384

Homeless Education Certification

The LEA hereby assures and certifies to the California State Board of Education that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless
 - b) Includes a dispute resolution process
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Linda J.
Homeless liaison last name	LaMarre
Homeless liaison title	Superintendent
Homeless liaison e-mail address (format: abc@xyz.zyx)	llamare@grav.k12.ca.us
Homeless liaison telephone number (format: 999-999-9999)	707-823-7008
Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
If yes, indicate what level of training was completed. (Check all options that apply.)	
Local	Yes

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2015-16 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Coordinated School Health and Safety Office, lwheeler@cde.ca.gov, 916-319-0383
 Pat Boncella, Coordinated School Health and Safety Office, pboncell@cde.ca.gov, 916-319-0384

County	No
State	No
National	No

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	01/11/2006
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

2015-16 Title I, Part A Entitlement	\$50,171
2015-16 Title I, Part A direct or indirect services to homeless children reservation	\$100
Amount of 2015-16 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$0
No expenditures or encumbrances comment	No homeless students.
Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

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2016-17 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2016-17 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies at this time.

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2016-17 School Year

Agreement for Instructional Resources Center Services

Services

Sonoma County Office of Education (SCOE) shall provide the service options listed below and Gravenstein Union School District _____ (School / District) agrees to pay SCOE at the rates indicated for the 2016-17 school year (7/1/16 – 6/30/17). Fees may be increased if, by November 1st of any contract year, SCOE gives written notice to School / District of actual amount of increase.

OPTION 1: Instructional Resources

Cost: \$6.75 per student (2015/2016 CBEDS) with a minimum of \$350.00 per site

Delivery: Weekly delivery included

- DVDs (over 2,000 current standards aligned)
- Books (LeapPads, classroom sets, theme boxes, audio books)
- BrainPop Online
- Online catalog and booking
- WildCare / Terwilliger Nature Kits
- Associated Press Photo Archive
- WorldBook Online
- EBSCO Middle Search Database for Middle Schools
- Marshall Cavendish E-books
- 8000 Curriculum Specific Videos from California Streaming

730 CBEDS as reported @ \$6.75 per student with a minimum of \$350.00 per site

Total Cost = \$ 4,928

OPTION 2: Web Portal Access to Digital Resources

Cost: \$2.85 per student (2015/2016 CBEDS) with a minimum of \$350 per site

Delivery: No weekly delivery

- BrainPop Online
- Associated Press Photo Archive
- World Book Online
- EBSCO Middle Search for Middle School Students
- Marshall Cavendish E-Book
- 8000 Curriculum Specific Videos from California Streaming

_____ CBEDS as reported @ \$2.85 per student with a minimum of \$350.00 per site

Total Cost = \$ _____

OPTION 3: Delivery Only

Cost: \$950.00 per year, per delivery site, for first three sites, \$750.00 for each additional site

- Pick-up of equipment and correspondence when school is in session

Note: Delivery is included in Option 1 contract.

_____ of total sites. \$950.00 per year, per site for first 3 sites; \$750.00 per year for delivery to each additional site. Delivery is included in Option 1 **Instructional Resources** contract. Note: Please attach a list of site names.

Total Cost = \$ _____

Total Fee for Service(s)

Total of Service Options 1, 2, and 3 = \$ 4928.00

Rules and Regulations

Damaged or Lost Materials: Material(s) or equipment not returned within the specified use period shall be subject to daily overdue fees. School / District shall be solely liable for, and shall reimburse SCOE for, the full cost of all material(s) or equipment which is lost, stolen, or damaged.

Copyright: School / District shall comply with and shall be solely liable for any violations of the United States copyright law (17 U.S.C. Section 101 et seq.) committed by any officer, agent, or employee of the School / District. School / District shall not duplicate loaned material(s).

Payment: Payment for services shall be **made on or before October 1, 2016.**

Renewal: Pursuant to sections 18138 and 18139 and sections 1250 and 1251 of the Education Code, this **Agreement shall automatically renew from year-to-year** unless the proceedings for termination of this **Agreement** are established as prescribed by SCOE Board Policy; or unless, at least six months prior to the end of any fiscal year in which the **Agreement** is in effect, either party gives notice in writing to the other party of its intent to **withdraw from the Agreement**. Termination of **Agreement** without due notice will result in a **\$500.00 Penalty**.

Signatures

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement on the day and year listed below.

Jennifer Schwinn

District Superintendent/Principal

Date

Print Name

SCOE Superintendent

Date

Print Name

Re: 2016/17 Instructional Resource Services Contract

Sonoma County Superintendents and Principals:

As you begin planning for the 2016-2017 school year, favorably considering and signing the enclosed contract will provide your teachers and students with updated relevant common core aligned materials. Including online resources, SCOE library services can be used in the classroom, library, computer lab, and students' homes. We continue to modify the contract to more accurately reflect today's needs in order to get the best resources to students and teachers.

In looking at the contract, you will note that there are three options for service. A web portal is available to greatly increase ease of use and facilitate access without multiple log on names and passwords.

We continue to acquire new print resources and develop common core aligned theme boxes. With library resource funding at a bare minimum for schools, our library offers alternatives not typically available to teachers and students. We have the resources your teachers need to help engage students. Teachers and students have access to over 8,000 curriculum relevant streaming videos from California Streaming. With the inclusion of online resources such as BrainPop, World Book Online, the Associated Press Photo Archive, EBSCO Middle Search (periodical database for upper level students), and Marshall Cavendish E-Books, SCOE provides a full complement of resources for today's students.

By contracting for SCOE instructional resources, teachers can reserve materials online and have them delivered to the site on a weekly schedule. We also offer a site visitation option where we visit the site to map the library collection to curriculum goals and suggest ways to improve the services the library provides. SCOE library services will continually update the collection both in print and with electronic resources to provide depth to teacher instructional resources.

As in the past:

- Include a signed purchase order (PO) with the completed service agreement;
- August 1st is the deadline for agreement submission to ensure uninterrupted service;
- Confirmation of the signed contract & billing will be processed by SCOE.

We look forward to serving you.

Regards,

M. Powell

Michael Powell
Director, Library Services
707-524-2844
mpowell@scoe.org

GUSD has used Option
1



North Coast Teacher Induction Program

Memorandum of Understanding

Between

Sonoma County Superintendent of Schools as the Local Educational Agency

For the North Coast Teacher Induction Program,

Participating County Offices of Education,

And

Participating School Districts and Employing Agencies

A. General

This Memorandum of Understanding (MOU) is between the Sonoma County Superintendent of Schools, serving as the Local Education Agency (LEA) for the North Coast Teacher Induction Program ("Program"), and the County Offices of Education, districts, schools, employing agencies, and independent charter schools (collectively "District") signing below. The term of this MOU commences on **July 1, 2016**, and terminates on **June 30, 2017**.

B. Purpose

The purpose of the MOU is to establish a formal working relationship between the parties. The Program will provide and coordinate services and support to guide Candidates in meeting California credential requirements through the state-accredited Teacher Induction Credential Program, Education Specialists Clear Credential Program, Career Technical Education Credential Program, Adult Education Credential Program, and the university-based Intern Program. Throughout this document, new teachers from all of the credential areas are referred to as "Candidates" and veteran teachers are referred to as "Mentors."

C. Eligibility

Eligible "Candidates" are those hired within the NCTIP regional "Consortium" defined as the following counties: Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, Nevada, Sonoma, and Trinity Counties. The following credential programs are available to "Candidates" within the Consortium: **Intern Program:** Candidates who have obtained an Intern Credential from a partner university. **Preliminary Credential Program:** Designated Subjects (Career Technical Education and Adult Education) candidates who meet the industry experience and pre-requisite CCTC requirements. **Clear Credential Program:** Candidates holding preliminary Multiple Subjects, Single Subject, or Education Specialist Credentials, Out of State and Out of Country trained teachers, and Designated Subjects (Career Technical Education and Adult Education) candidates. **Note:** Adult Education, Career Technical Education, Special Education and Intern candidates who are outside the Consortium *may* be eligible to participate in the Program on a full fee-for-service basis. Candidates who hold a preliminary credential and need to obtain their Clear Credential who are beyond their first two years of teaching, and/or are teachers in Private Schools, are eligible to participate in the program on a fee-for-service basis.

D. LEA Responsibilities

1. Employ a Regional Director whose primary duty is to administer the Program and employ support staff whose primary duty is to support the administration of the Program.
2. Provide sufficient and appropriate workspace for the Regional Director, Program support staff, County Coordinator, Program Coordinators, Curriculum Specialist, and Credential Advisor.
3. Provide office support services for the Consortium, including, but not limited to, mail service, phone, fax, Internet services, technology support, and meeting space for Program activities.
4. Provide business and legal services required for Program implementation for the region.
5. Develop and establish procedures for Program evaluation through CCTC's Accreditation Cycle. Submit Biennial, Program Assessment state reports, and required fees in a timely manner.

6. Provide a process for equitable distribution of support, formative assessment, and credential services to Candidates and Mentors in all participating Districts and COEs within the region.
7. Convene Program Regional Advisory Board meetings a minimum of two times per year, District Coordinators' meetings two times per year, and Leadership Team meetings a minimum of five times per year.
8. Develop and provide Professional Development for Candidates and their Mentors to be held in multiple locations within the geographical region served by the parties.
9. Assume overall fiscal responsibility for the administration of the program budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or CDE in relation to the Program.
10. Establish a Budget Agreement and reporting requirements for the transfer of funds to Districts. The amount of funds distributed shall be based on the *actual* number of eligible Candidates and Mentors who enrolled in each calendar year.

E. County Offices of Education/University Partners/Lead Districts

1. Appoint a liaison to serve on the Program Regional Advisory Board. The liaison should be a designee authorized by the County Superintendent of Schools, the Dean of Education, and/or the District Superintendent to fulfill the roles and responsibilities assigned to him or her. The liaison supports the Program by providing ongoing updates, communication, and information to county office personnel, university staff, and district superintendents.
2. Assign one or more credential analysts to work directly with Program staff to assist in identifying Candidates who are eligible for Program services as described by state guidelines and to assist school district staff in identifying eligible Candidates.
3. Provide meeting and conference rooms at no charge to the Program.
4. Provide the County Program Coordinator with office and/or storage space, computer and fax access, telephone services, and limited mailing, photocopying and office supplies.
5. Provide collaborative employer input in the Candidates development of an *Individual Learning Plan* within the first 60-days of hire and in program evaluation including administrative mid-year survey, end-of-year surveys, and CCTC Accreditation.

F. District Responsibilities

1. Appoint a District Coordinator whose assignment includes dedicated time to fulfill the Coordinator roles and responsibilities.
2. Identify all candidates who are eligible for Program services as described by state guidelines by October 31, 2016.
3. Identify all qualified Interns who are eligible for Program support and supervision services as described by state guidelines.
4. Communicate to all site administrators the Program requirements, including release time to participate in required observations (2-4 days) and employer input in the Candidates development of an *Individual Learning Plan* within the first 60-days of hire.
5. Provide Candidates release time for observations and one-to-one consultations with the Mentor as described in the District Roles and Responsibilities.
6. Make every effort to assign Candidates to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites, and multiple adjunct duties.
7. Provide newly hired teachers with a District Orientation.
8. Ensure that Interns do not displace certificated employees and are evaluated on an annual basis.
9. Ensure that all Interns receive protected time for employer-provided support in weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum, and teaching.
10. For Interns who have not yet completed the EL preparation, the district must assign the on-site Mentor or other designated individual, within the first 10 days of serving as a teacher of record on the intern credential.

11. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission's identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level and subject matter, and their credential.
12. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, interpersonal and communication skills and:
 - Display best practices in providing "just in time" and longer term analysis of teaching practice to help candidates develop enduring professional skills.
 - Are committed to attend coaching/mentor trainings, meetings and to meet weekly with Candidates;
 - Display willingness to work collaboratively with colleagues and regional NCTIP staff;
 - Embrace a positive attitude and disposition towards students and teaching;
 - Develop a sustained and thoughtful collegial relationship with Candidates;
 - Demonstrate leadership skills, curriculum expertise, and knowledge of district resources;
 - Serve as a role model for the teaching profession.
13. Provide Mentors compensated time to participate in the Program Mentor training on observation protocol, learning-focused conversations and one-to-one consultations with Candidates(s) as described in the District Roles and Responsibilities.
14. Facilitate the distribution of Program funds to Mentors and District Coordinators for compensation.
15. Participate in the Program evaluation and the CCTC Accreditation Cycle, as needed.

G. Districts Fiscal Responsibilities and Terms

1. Induction/Credential Services are provided on a Fee-for-Service basis. In 2016/2017, the Fee will be \$3,300.00 per clear credential Candidate and \$2,500.00 per Intern registered in the Program. Refer to the current Fee-for-Service schedule for additional credentialing services provided. Districts will be invoiced for each individual request for credential services. It is expected that invoices be paid promptly upon receipt or as agreed upon by both parties.
2. Funds will be credited to districts to offset the costs of the Mentor stipends at the rate of \$1,200 per eligible Clear Credential candidate (includes Multiple Subjects, Single Subjects, Education Specialist, or Designated Subjects - CTE and Adult Ed.) enrolled in the Program. Districts will receive \$800 per eligible Intern teacher. (Mentor stipends are pro-rated when partial services are rendered.)
3. Funds will also be credited to districts to offset the costs of the District Coordinators stipend, pro-rated, depending on the total number of Candidates. District Coordinator compensation is at a rate of \$100.00 per eligible Candidate.
4. Private school and out-of-consortium partners will receive a budget addendum describing the full fee-for-service costs.
5. The District is responsible to facilitate the distribution of Funds to Mentors and District Coordinators for compensation.

H. Other Terms and Conditions

All products and materials developed by the Program are the exclusive property of the LEA. District and COE employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products or materials without the expressed written permission of the LEA designee.

As between the Parties hereto, it is understood and agreed that:

1. Candidates Employment Status:

Candidates are and shall remain District employees for any and all purposes throughout the term of this Agreement. Candidates shall not be considered an employee, agent, representative, nor independent contractor of LEA for any purpose whatsoever.

2. Indemnification:

District shall assume full responsibility for its' employees. District agrees to hold and save LEA harmless from and against any claim, demand, action or cause of action that may be asserted by any District Program participant arising out of injury or death suffered by any District employee Program participants, including, but not limited to, third party actions for injury or death otherwise covered under applicable workers' compensation laws and regardless of the sole or concurring negligence of LEA.

3. Maintenance of records:

District agrees to keep and maintain adequate and current written records in accordance with Program requirements during the term of this Agreement. The records will be in any format that may be specified by the State of California. The records will be available to LEA at all times.

4. Assignment:

This Agreement shall not be assigned by District. Any such assignment shall be null and void.

5. Severability:

The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, that provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

6. Waiver:

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. No waiver of any provision of this Agreement, or consent to any departure by either party from any provision shall be effective in any event unless it is in writing, designated a waiver and signed by the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose of which it is given.

7. Constructions and Governing Law:

The captions used in connection with this agreement are for reference purposes only and shall not be construed as part of this Agreement. This agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Entire Agreement:

This Agreement supersedes all prior agreements, understandings, and communications between LEA and District, whether written or oral, express or implied, relating to the subject matter of this agreement and is intended as a complete and final expression of the terms of the agreement between LEA and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

9. Third Parties:

Except as otherwise explicitly provided herein, nothing in this agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, nor shall any provision give any third parties any right of subrogation or action over or against any of the Parties hereto. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

10. Relationship of the Parties:

No joint venture, partnership, agency or employment relationship is created by this agreement. No Party shall act as an agent or partner of any other Party or make any commitments for or create any obligations of any other Party except as provided herein without such other Party's prior written consent.


11. Survival:

The provisions of this Agreement shall survive the expiration of the Term and the termination of this Agreement. Amendments and Extensions to this MOU may be made only by written agreement signed by all parties.

Authorized signatures below indicate understanding and acceptance of the terms of this Memorandum of Understanding.

Authorized Signatures:

Sonoma County Superintendent of Schools as LEA:

	<u>Dr. Steven Herrington/Superintendent</u>	<u>4-11-16</u>
Signature	Printed Name/Title	Date

North Coast Beginning Teacher Program:

	<u>Karen Ricketts/Regional Director</u>	<u>4/5/16</u>
Signature	Printed Name/Title	Date

Participating Agency: Name of District or County Office of Education:

Signature	Printed Name/Title	Date

Memorandum of Understanding

Between the Sonoma County Office of Education and the Gravenstein Union School District Regarding Technical Support Services

This Memorandum of Understanding establishes an Agreement between the Sonoma County Office of Education (SCOE) and the Gravenstein Union School District (Agency) for the SCOE to provide various Technical Support Services to Agency. SCOE's Information Technology Department will be the point of contact for SCOE obligations under this MOU.

The terms of this Agreement are as follows:

- 1. Purpose.** The purpose of this MOU is to increase Agency's technology capacity through SCOE's provision of various technical support services—on-site and remotely—on an agreed-upon schedule.
- 2. Effective Date and Term.**
 - a. The Effective Date of the Agreement shall be the date the last party signs the Agreement. The Term of the Agreement shall be from July 1, 2016 through June 30, 2017.
 - b. This Agreement does not automatically renew or rollover to subsequent years. No later than 90 days prior to the end of this Agreement, the Parties shall commence negotiations to extend and/or modify this Agreement for subsequent years.
- 3. Definitions.**
 - a. "Parties" refers to both SCOE and the Agency collectively.
 - b. "Party" refers to either SCOE or the Agency.
 - c. "Fiscal year" refers to the operational calendar for the each Party. For SCOE, the fiscal year begins on July 1 and ends on June 30 of the subsequent year. For the Agency, the fiscal year begins on July 1 and ends on June 30 of the subsequent year.
 - d. "Regular Business Hours" means the time that each Party is officially open for business. For SCOE, Regular Business Hours are 8:00 a.m.-5:00 p.m., Monday-Friday, excluding designated holidays. For the Agency, Regular Business Hours are 8:00 a.m. – 5:00 p.m. Monday–Friday, excluding designated holidays. SCOE designated holidays are set forth in Exhibit 1; Agency designated holidays are set forth in Exhibit 2. Time outside of Regular Business Hours would be "after-hours." The specific hours for Regular Business Hours are subject to change. In that event, each Party bears the obligation of promptly notifying the other Party's representative in writing.
 - e. "Device(s)" refers to the end-user electronic equipment that will be using the network system to include but not limited to: desktop, laptop and notebook computers, tablets, smart phones, game consoles and multimedia devices.

- f. “Local Area Network” or “LAN” refers to a computer network and the components necessary to provide services at a specific site within the Agency to include switching and routing equipment, physical cable plant (copper and fiber) and wireless network equipment.
- g. “Audio/Visual” or “A/V” equipment refers to electronic devices that are used to display information in a large format suitable for classrooms or conference rooms.
- h. “Peripherals” refers to other electronic components that enhance the capability of a computer and provides an input or output interface. Examples of peripherals are: printers, scanners, document camera or a tracking device.

4. SCOE Obligations.

Technical Support Activities (Ongoing): SCOE will provide entry-level technical support activities for the Agency in the following areas, limited by the amount of time contracted for herein by Agency and established technician schedules:

a. Administrative Activities:

- i. Develop a yearly work schedule for the assigned technician that best accommodates both Parties.
- ii. Coordinate communication with the Agency in relation to services in this Agreement to include:
 - 1. Assignment of work duties and special projects.
 - 2. Prioritization of work assignments.
 - 3. Changes in the work schedule.
- iii. Document and inventory existing Agency computer resources such as desktop and laptop computers, A/V equipment, peripherals and other electronic devices.
- iv. Document Agency work requests through the SCOE ticket management system to include:
 - 1. Creating a work order for each request from end-users.
 - 2. Document work progress and problem resolution.
- v. Provide a summary report of activities to the Agency’s administration as requested.
- vi. When possible, technicians will provide knowledge transfer to Agency staff in order to build technical skill and knowledge capacity at the local level.

b. Computers and Mobile Device Support:

- i. Provide entry-level support for Apple and Windows computers, laptops, mobile devices, printers, and peripherals. Assist the Agency in the lifecycle of the computer equipment (desktop, laptops, notebooks, tablets and instructional devices) to include:
 1. Recommendations on equipment models to purchase.
 2. Initial setup and installation of hardware and software.
 3. Support and maintenance through its useful life to include troubleshooting, repair and upgrades.
 4. Relocation of equipment within the Agency's site(s).
 5. Prepare for proper disposal of the system to include erasing Agency's information from local storage.
- ii. When possible based on the other priorities of the Agreement, assist Agency end-users with their technology needs and provide technical support to include troubleshooting and repairing technology related problems.

c. Software Support:

- i. Install new software, updates, patches and fixes.
- ii. Evaluate software compatibility and verify software licenses on new installations.
- iii. Conduct virus/spyware/malware removal on Agency owned or leased computer equipment.
- iv. Both Parties acknowledge that SCOE technicians performing services pursuant to this Agreement do not have working knowledge of all possible software platforms and applications that Agency may be using. As such, SCOE may not be able to assist Agency with all software support issues. SCOE technicians do have expertise in Apple and Microsoft products, as well as other platforms and applications.

d. Audio/Video Equipment & Instructional Equipment Support:

- i. Provide basic setup and troubleshooting of classroom and office A/V equipment.

Both Parties acknowledge that SCOE technicians performing services pursuant to this Agreement do not have working knowledge of all possible

A/V and Instructional applications and equipment that Agency may be using. As such, SCOE may not be able to assist Agency with all A/V and Instructional equipment issues.

e. Server Support:

i. The services in this Agreement are intended to support basic functionality of Microsoft Windows Server products. Basic server support is limited to day-to-day activities such as:

1. Add, delete or modify end-user system accounts.
2. Add, delete or modify security permissions for server resources.
3. Install system patches and software updates.
4. Verify completion of data backup procedures.

ii. Advanced Server support is considered *outside* the scope of this Agreement and includes, but is not limited to:

1. Server installation and setup.
2. Migration of services and data to a replacement server.
3. Configuration of network services such Domain Name Service, Dynamic Hosting Configuration Protocol, Directory services, Electronic communications servers or clustering services.
4. Restoration of services and data from hardware or software failures.

f. Network and Internet Support:

i. Perform basic troubleshooting of network connectivity to include:

1. Verification of network status light activity indicators.
2. Identify problems with the network patch cords.
3. Verification of speed and duplex settings.
4. Verification of proper network configuration parameters of the end-point such as network address, subnet mask, domain name servers and gateway address.

ii. Configure devices to attach to an existing wired or wireless network and provide assistance in troubleshooting, maintenance repairs and network upgrades.

g. Voice Communication Support:

- i. The services in this Agreement may include support for basic functionality of voice communication (phone) systems. Basic phone system support is limited to day-to-day activities such as:
 1. Relocation of handsets and fax machines.
 2. Modification of name displays.
 3. Modification of soft key functionality.
 4. Password resets for voicemail boxes.
- ii. Advanced phone support is considered *outside* the scope of this Agreement and includes, but is not limited to:
 1. Troubleshooting system problems.
 2. Modifications of the system configuration to include dial plans, route patterns, call trees and any deviation from the original configuration set from by the system installers.
 3. Upgrades or expansions to the system.
 4. Restoration of services from hardware or software failures.

h. Technical Consulting Support:

- i. Assess agency needs, analyze possible equipment layouts for different learning environments, recommend solutions to include hardware, software, basic networking, and implement basic physical and security best practices.
- ii. Provide recommendations on purchases of technology software and hardware to the Agency.

5. Agency's Obligations.

- a. Local Assistance: The Agency shall provide a local point of contact to assist SCOE with the SCOE's delivery of services. Examples of activities expected from the point of contact are:
 - i. Coordinate and schedule resources at the Agency for support and installation activities.
 - ii. Participate in meetings with SCOE staff related to the coordination of services in this Agreement.

- iii. Coordinate and facilitate communication with end-users (e.g. teachers) as it relates with support activities.
 - b. **Document Requests:** The Agency shall make work requests in writing using electronic e-mail or the help desk ticket management system. Verbal requests shall be documented by the assigned technician.
 - c. **Access:** Provide SCOE with the following access:
 - i. *Physical access:* Access to the Agency facilities where the computer equipment is located.
 - ii. *Electronic access:* Access to computer equipment to include passwords and encryption keys that will be necessary to perform the duties set for in the Agreement.
 - iii. *Remote access:* When possible, the Agency shall allow SCOE remote access to the equipment via the network to enhance service response times.
 - d. **Work Area:** Provide SCOE technician with a suitable on-site work area to perform the tasks and obligations outlines in this Agreement.
 - e. **Monetary Obligations:** In exchange for services provided by SCOE under this Agreement, the Agency will compensate SCOE as follows:
 - i. **Total Cost to Agency:** Service is billed monthly at \$48.00 per hour.
 - ii. **Mileage:** Mileage is billed at the rate of standard IRS reimbursement rate of 54 cents per mile.
 - iii. **Days of Services:** The Agency is contracting with SCOE for 1000 hours of service.
 - iv. **Billing:** SCOE shall collect payment from the Agency on a monthly basis for the above services for the Term of the Agreement. SCOE will invoice the Agency on a monthly basis for the above services. Within 30 days of receiving SCOE's invoice, the Agency shall pay the invoiced amount to SCOE.
- 6. Scheduling and Time Allocation for Services.** SCOE will provide services to the Agency in this Agreement as follows:
- a. Services will be performed on a specific day(s) every week to be negotiated by the Parties.
 - b. In the event the assigned technician is absent from work (e.g. vacation, sick leave or other excused absence) on the day assigned to the Agency, services will not be provided during this time. If an emergency situation should arise during this time,

SCOE will make a best effort to provide assistance to the Agency in order to cover such incident.

- c. Changes to the work schedule are permissible upon advanced written agreement by both Parties.
- d. Both Parties will make a concerted effort to align work schedules to maximize the service time available to the Agency.
- e. To the extent possible, the services provided by SCOE under this Agreement shall be performed during SCOE Regular Business Hours. When the Parties agree that services need to be performed during non-business hours, such services shall be billed to the Agency separately at an overtime rate of \$75.00 per hour.
- f. Certain tasks and duties may be performed remotely by SCOE without the technician being present at the Agency site. Work performed remotely by SCOE will be logged and accounted for as part of the weekly allocated hours to the Agency.
- g. In order to maintain continuity and high quality level of support, SCOE will make a concerted effort to keep the same technician assigned to the Agency through the Term of the Agreement although this may not always be possible due to staffing changes and skill level needs.

7. Termination.

- a. In the event that the Agency fails to perform on a material term of this Agreement, SCOE has the right to terminate the Agreement upon ten days written notice to Agency and all other rights and remedies available to it at law and equity.
- b. In the event that SCOE fails to perform on a material term of this Agreement, then the Agency shall have the right to terminate the Agreement upon ten days written notice to SCOE and all other rights and remedies available to it at law and equity.
- c. This Agreement may be terminated by SCOE for any reason upon sixty days' written notice to Agency.

8. Additional Services. In the event that the Agency requires services from SCOE in addition to those set forth in this Agreement, the Agency shall compensate SCOE for costs incurred by those additional services. If the Agency believes that additional services are necessary or desirable, and they are agreeable by both Parties, SCOE shall submit a written description of the additional services to the Agency, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.

9. Indemnification.

- a. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents and employees against any claim, liability, loss, injury or damage arising out of the indemnifying party's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of the indemnified party, its officers, agents and employees.

10. Insurance.

- a. Each party shall obtain, pay for and maintain in effect during the life of this Agreement a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury; with a minimum combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage (each occurrence) and a \$2,000,000 aggregate.
- b. Nothing in this Insurance section shall reduce Agency's liabilities or obligations under the Indemnification section of this Agreement.
- c. The Parties acknowledge that SCOE is permissibly self-insured under California law.
- d. Upon request, each Party shall provide proof of said insurance to the other Party.

11. No Employment Rights. Each Party's agents, servants, students and employees shall be under the exclusive management control of that party and shall not be agents, servants, students or employees of the other party for any purposes whatsoever. No relationship of employer and employee is created by this Agreement.

12. Governing Law and Venue. The laws of the State of California shall govern this Agreement. Proper venue for any dispute regarding this Agreement shall lie in Sonoma County, California, and no other place.

13. Entire Agreement. This Agreement represents the entire Agreement between SCOE and the Agency and supersedes any and all prior negotiations, representations, understandings or agreements, either written or oral.

14. Interpretation. This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both parties prepared it.

15. Assignment. Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.

16. Compliance with Laws. The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.

- 17.No Waiver of Default.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
- 18.Successors and Assigns.** All representations, covenants, and warranties set forth by, on behalf of, or for the benefit of either Party herein shall be binding upon and inure to the benefit of such Party and its successors and assigns.
- 19.Amendment.** This Agreement may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct, waiver, or estoppel.
- 20.Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be severed from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.
- 21.Execution of Counterparts.** If this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same Agreement.
- 22.Authority.** The Parties warrant and represent that they have the authority to enter into this Agreement in the names, titles, and capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.
- 23.Nondiscrimination.** During the performance of this Agreement, the Parties shall not discriminate against any employee, applicant, student or other person connected to this Agreement in a manner prohibited by the laws of the United States or the State of California (including, but not limited to, on the basis of religion, race, color, national origin, handicap, ancestry, sex, sexual orientation, marital status or age).
- 24.Public Safety.** SCOE certifies that, in the employment of SCOE employees providing services under this Agreement, it has complied with the employment and fingerprinting requirements set out in Education Code section 45125 *et seq.*
- 25.Notice.** Any notice given under this Agreement shall be in writing to the Parties' representatives and shall be deemed delivered three (3) days after the deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties. Parties shall promptly update each other when representatives and contact information change.

The Parties' representatives shall be:

SCOE:

Daniel Bienkowski
Director, Information Technology

5340 Skylane Blvd
Santa Rosa, CA 95403

Phone: 707-524-8324

Email: dbienkowski@scoe.org

Gravenstein Union School District:

Jennifer Schwinn
Superintendent / Principal

3840 Twig Ave.
Sebastopol, CA 95472

Phone: 707-823-7008

Email: jschwinn@grav.k12.ca.us

Communications regarding the administration of this Agreement shall be made to the Parties' representatives. Communications regarding technical matters underlying the Agreement can be made to either the Parties' representatives or the following persons:

SCOE:

Daniel Bienkowski
Director, Information Technology

5340 Skylane Blvd
Santa Rosa, CA 95403

Phone: 707-524-8324

Email: dbienkowski@scoe.org

Gravenstein Union School District:

Jennifer Schwinn
Superintendent / Principal

3840 Twig Ave.
Sebastopol, CA 95472

Phone: 707-823-7008

Email: jschwinn@grav.k12.ca.us

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

For the Sonoma County Office of Education

For the Gravenstein Union School District

By: _____

By: _____

Mary Downey

Deputy Superintendent

Date: _____

Date: _____

Exhibits

Exhibit 1—SCOE Designated Holidays

Exhibit 2—Agency Designated Holidays

[Remainder of page intentionally left blank]



Student/Parent Handbook

2016-2017 School Year

www.grav.k12.ca.us

Gravenstein Elementary Campus
3840 Twig Avenue
Sebastopol, CA 95472
(707) 823-5361
Grades K – 5

Hillcrest Middle School Campus
725 Bloomfield Road
Sebastopol, CA 95472
(707) 823-7653
Grades 6 – 8

Jennifer Schwinn, Superintendent
Gravenstein Union School District
District Website: www.grav.k12.ca.us

Gravenstein Union District Office
 3840 Twig Avenue
 Sebastopol, CA 95472

Gravenstein Elementary School,
Gravenstein First, and GUSD
Community Day School
 3840 Twig Avenue
 Sebastopol, CA 95472

Hillcrest Middle School
 725 Bloomfield Road
 Sebastopol, CA 95472

Dear Students: Welcome to the 2016-2017 school year! This student planner also serves as a student handbook containing information you will need to know to help you have a successful year at school. It is also an organizational tool to help you keep track of your assignments and homework. Should you have questions or concerns, please feel free to contact your teacher. Here's looking forward to a wonderful 2016-2017 school year!

GENERAL INFORMATION

BOARD OF TRUSTEES

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

DISTRICT OFFICE-----823-7008
 Fax-----823-2108
Web Site: www.grav.k12.ca.us

Jennifer Schwinn, District Superintendent
jschwinn@grav.k12.ca.us

Catrina Howatt, Business Manager
 Tonia Seidita, Accounts Payable Clerk and
 Daycare/ Homework Club Director

GRAVENSTEIN SCHOOL OFFICE-----823-5361
 Fax-----823-0478

Jennifer Schwinn, Gravenstein Principal

HILLCREST MIDDLE SCHOOL OFFICE-----823-7653
 Fax-----823-4630

Bradley Carn, Principal
bcarn@grav.k12.ca.us
 Amy Gloeckner, Hillcrest Middle School Secretary
 Christine Bartl, Hillcrest Campus Food Service

GRAVENSTEIN DAYCARE-----823-1552
 BUS TRANSPORTATION-----206-9988

EMERGENCY OR DISASTER INFORMATION: Tune your Radio to KSRO AM 1350 for official school information, school closures and disasters.

TEACHING STAFF

HILLCREST MIDDLE SCHOOL

Grade 6 - Dan Dexter
 Grade 6 - Allison Rich
 Grade 6 - Linda Helton
 Grade 6 - Elizabeth Kinman
 7th and 8th Soc. Studies - David Cole
 7th and 8th Science - Sergio Blanco
 8th Language Arts - David Cole
 7th Language Arts - Julia Garson
 7th and 8th Math - Jackie Jex-Lewis
 7th Math - Matthew McDowell
 Grade 7 - John Collins
 Grade 7 - Colleen Clements
 Grade 8 - Christopher Shore
 Grade 8 - Kelly Sporrer
 Computer Lab - Matthew McDowell
 Band and Music - Nick Pulley
 Spanish - Kim Hawkins
 Spanish - Lynda Hilleshiem
 6/7/8 Physical Education/Health - George Sotiras
 6th and 7th Physical Education/Health - Matthew McDowell
 Learning Lab/ Special Education - Cassidy Fisher

COMMUNITY DAY SCHOOL - Kevin Parsons

MAINTENANCE/CUSTODIAL

Brian Sposato, Lead Custodian, Maintenance
 Santiago Onofre, Custodian
 Kevin Sposato, Custodian

LIBRARY/ INSTRUCTIONAL/DAYCARE/LUNCH SUPPORT

Anita Dannenbring, Kelly Peters, Cordelia Kritz, Rebecca Gunter,
 Chris Bartl, Jennifer Poncey, Karen Howarth, Evan Clinton,
 Christopher Trusendi

GRAVENSTEIN ELEMENTARY SCHOOL

Grade Transitional Kindergarten - Stephanie Tomsky
 Grade Kindergarten - Beth Trivunovic
 Grade Kindergarten - Kate Crandall
 Grade Kindergarten - Kory Hanchey
 Grade Kindergarten - Sally Redfern
 Grade 1 - Deborah Candau
 Grade 1 - Megan Groody
 Grade 1 - Michelle Dellosa
 Grade 1 - Kadie Clement
 Grade 2 - Shannon DeBolt
 Grade 2 - Nicole Basque
 Grade 2 - Michelle Sprinkle
 Grade 2 - Aimee Otterson
 Grade 3 - Beth Haas
 Grade 3 - Ashley Vestal
 Grade 3 - Vanessa Nordstrom
 Grade 3 - Suzi Mattish
 Grade 4 - Allie Brown
 Grade 4 - Alicia Kindred/Kasey Hillier
 Grade 4 - Petria Sully
 Grade 4/5 - Carmen Molina
 Grade 5 - Christina Urmini
 Grade 5 - Keri Pugno
 Grade 5 - Megan Gorman
 Special Education / Learning Lab - Barbara A. Oakley
 Title I/Learning Lab - Patti Carlson
 Spanish - Kim Hawkins
 Spanish - Lynda Hilleshiem
 Band and Music - Nick Pulley

Tracy Munson, District Speech Therapist
 Anne Wilson, RN M.S. District Nurse
 Jack Correia, School Psychologist

DAYCARE AND HOMEWORK CLUB

Director- Tonia Seidita

2016-2017 Information

After-School Athletics: To participate in extra-curricular athletics, a student must have a minimum 2.0 Grade Point Average on his/her last report card (and maintain a 2.0 on your next report card if the sport continues after report cards are issued) and have had a physical exam within the last year. A student may NOT try out, participate in practice, or play in competitions until he/she has submitted your physical exam to the coach and a copy has been filed in the School Office. Hillcrest participates in the West County Athletics League and offers the following sports each year depending on the availability of coaches and student interest: Girls' and Boys' Flag Football, Basketball and Volleyball.

A student who is issued an administrator-assigned detention may be removed from one game. A student becomes ineligible to participate in sports while under a temporary removal or suspension. A student who has been temporarily removed or suspended from school and/or demonstrates unsafe or disruptive behavior may be removed from the team depending on administrative review.

Coaches interested in supporting Hillcrest Middle School's after-school athletics program (including volunteer coaches) must have current First Aid and CPR certifications and be fingerprinted through the Gravenstein Union School District Office. Coaches must also complete specific coaches' training at their own expense. For information on coaches' training see the principal or athletic director. Parents or guardians who drive students, other than their own, to or from games must meet the Gravenstein Union School District's requirements for insurance. Forms are available in the school office.

After School Detention: If necessary and warranted, a detention may be assigned by your child's teacher as a consequence for some classroom behavior problems. The principal would need prior notification and be in agreement with this consequence. After school detention may be up to one hour in length. The parent/guardian will be contacted by the teacher who issues the detention 24 hours in advance by phone call, conference, or written notice if this is to take place. Parents/guardians must provide any needed transportation for after school detention.

Attendance and Absences: Daily classroom attendance is critical to success in school. Also, all absences (without independent study plans) result in the loss of funding for our school. A lack of good attendance may be a factor when a teacher is considering retention of a student. Parents need to verify all absences by a phone call before 9:00 AM on the day of absence or a written note must be provided on the first day back to school.

- Phone or written verification must include the date, duration, and specific reason for absence.
- Students may not attend dances or participate in athletic practices, competitions and other extracurricular activities on days when you have been absent from school. For Independent Study information see page 8.

GRAVENSTEIN BELL SCHEDULE

Regular Day Schedule

Grades	School Day	Student recess	Student Lunch	Student Lunch Recess
K ENRICH!	8:25-2:15	10:00-10:15	11:35 - 12:00	12:00 - 12:20
1st and 2nd ENRICH!	8:25-3:20	10:15-10:30	12:00 - 12:20	12:20 - 12:45
3rd, 4th, 5th ENRICH!	8:10-3:05	10:15-10:30	12:20 - 12:40	12:40 - 1:05
K Traditional	8:35-1:40	10:00-10:15	11:35 - 12:00	12:00 - 12:20
1st and 2nd Traditional	8:35-2:45	10:15-10:30	12:00 - 12:20	12:20 - 12:45
3rd, 4th, 5th Traditional	8:45-2:55	10:15-10:30	12:20 - 12:40	12:40 - 1:05

Early Release Day Schedule – 9-15, 10-6, 10-20, 11-3, 11-17, 1-12, 1-26, 2-16, 3-2, 4-20, 5-18, 6-6

Grades	School Day	Student recess	Student Lunch	Student Lunch Recess
K ENRICH!	8:25-1:00	10:00-10:15	11:25-11:45	11:45 - 12:10
1st and 2nd ENRICH!	8:25-1:00	10:15-10:30	12:10-12:30	12:30 - 12:55
3rd, 4th, 5th ENRICH!	8:10-12:45	10:15-10:30	11:45-12:05	12:05 - 12:30
K Traditional	8:35-1:10	10:00-10:15	11:25-11:45	11:45 - 12:10
1st and 2nd Traditional	8:35-1:10	10:15-10:30	12:10-12:30	12:30 - 12:55
3rd, 4th, 5th Traditional	8:45-1:20	10:15-10:30	11:45-12:05	12:05 - 12:30

Bell Schedule for Hillcrest Middle School

Regular Day 8:45 AM – 3:05 PM

Early Release Days 8:45 AM – 1:15 PM

Bell Schedule for Hillcrest ENRICH! Magnet Program

Regular Day 8:30 AM – 3:30 PM

Early Release Days 8:30 AM – 1:00 PM

Bicycles and Walking: Students may ride bicycles or walk to and from school, provided they follow safe walking and riding practices and obey bicycle (and helmet) laws. When you arrive on campus you must get off your bike and walk it to the bike rack. Students must have signed parental permission to walk or ride bikes to and from school. **SKATEBOARDS, ROLLERBLADES, AND SHOE SKATES ARE NOT PERMITTED ON SCHOOL CAMPUS.**

Bus Fees: The fees for the 2016-17 school year are as follows--1st child \$50.00 per trimester, 2nd child \$40.00 per trimester, 3rd child \$25.00 per trimester and 4th child is free.

Cell Phones: Cell phones for students are not allowed at school except with parent request and administrative written approval. Even when an exception is granted - cell phones are not to be seen or used in the classroom or around campus. They are **NOT** to be turned on or brought out during school hours. **Violation of this rule will end the allowance of the cell phone to be on campus at any time.** Personal electronics (portable game players, iPods, MP3 players, etc.) are NOT allowed at school. The school is NOT responsible for the loss/damage to any of the above mentioned items. Also, **the school office and classroom phones** are to be used for critical school business only. Calls to parents to arrange for social plans are not allowed.

Chromebooks: All students in grades 2-8 have a Chromebook (laptop) to use in their classroom. See more information listed under Technology.

Citizenship and Conduct: All students need to feel safe, respected, and welcomed on the Hillcrest and Gravenstein campuses. In the Gravenstein district we honor each person's individual uniqueness and appreciate each person's contribution to the learning community. So that all can learn and thrive academically, socially, and emotionally, each student is expected to **be safe, be respectful, and be responsible** for following all classroom and school rules, and procedures.

Students will bring home a classroom discipline agreement that discusses these rules and expectations—this is summarized in the GUSD School-Family Compact. Each form must be signed by a parent and the student and returned to the teacher to signify that everyone has read and understands district/school/classroom expectations. **Second Step** is the program utilized by district staff to assist students in social and emotional learning (SEL).

Clean Campus and Recycling: The appearance of our campus has a great deal to do with our school pride. It is the responsibility of all of us to keep our campuses neat and clean. Recycling used paper, plastic bottles, and aluminum cans is an ongoing service project. We all need to do our part to take care of our campus and protect the environment. You can help to make sure school is safe and clean by following these rules: 1. Eat and socialize in designated areas and 2. Place all trash in containers and aluminum cans in recycling barrels.

Closed Campus: If a student is going to leave school for any reason during the day, the person picking up the student **MUST** come into the school office to sign the student out. The person checking the student out of school **MUST** be on your emergency card. A student may **NOT** leave campus during the day without following this checkout procedure. Cutting school or cutting class may result in detention, loss of privileges, or referral to the District Attorney's Office in severe cases.

Curriculum: The state standards-based curriculum at our schools is a master plan for your future success in high school and beyond. The program is constantly evolving in response to state-of-the-art practices and State and District level standards. We offer lunch-time GATE activities, Accelerated Math Classes, as well as a Learning Lab for extra services.

Course of Study: At Hillcrest Middle School, sixth grade is primarily self-contained with additional Spanish, Band and Physical Education teachers. The 7th and 8th grades are mostly departmentalized with students moving to individual teachers for each subject, with the exception of the core teacher for Language Arts and Social Studies in the ENRICH! program. All students in grades 6-8 receive year-long courses in Language Arts, Mathematics, Social Studies, Science, Physical Education/Health and Spanish. All students may elect to take a full-year course in Band. The alternative to band in the 6th grade traditional program is a rotation of computers, art and music appreciation. The alternative to band in the 7th and 8th grade traditional program is computers. The alternative to band in the 7th and 8th grade ENRICH! program is Arts Appreciation.

Daily Schedule: At Gravenstein, students should not arrive on the school campus until 10-20 minutes before their class is to begin, unless the student is going to daycare, which opens at 7:00 AM. Daycare at the Gravenstein campus closes at 5:30 PM.

At Hillcrest, you should not arrive on the school campus until 8:25 AM or 8:10 AM for the ENRICH! classes. The traditional school day consists of seven (7) class periods, morning break and lunch. Students must be in class and seated by 8:45 AM. There are three (3) minutes to pass between classes. Student should leave campus immediately after their release time or when the bus leaves, unless they are participating in after-school sponsored activities. Students must wait at the picnic tables while waiting for after-school activities to begin. Hillcrest Homework Club opens at 7:30 AM and closes at 5:15 PM. Please check with the daycare director, administration, or the Daycare/Homework Club Handbook for more information.

Gravenstein District Community Day School: Community Day School follows its own schedule (360 minutes), which is given to the student and parent/guardian at the time of entrance to the school/program. Please refer to AR/BP 6185 on the district website under Board Policies for more information.

Dances and Special Events: Hillcrest Middle School dances and special activities are held throughout the school year. Specific dates are announced at school and in the weekly "Monday Messages" newsletter. Only current Hillcrest Students in sixth, seventh, and eighth grades are invited to attend. The Graduation Dance is limited to Hillcrest seventh and eighth grade students. All dances and activities are open to current HMS students ONLY. Students must be picked up immediately after the dance. Admission is charged to cover costs and raise funds for student activities. Each grade level is asked to provide refreshments for one dance. Students who are "ineligible" may not attend dances or participate in other special events. The district dress code and rules must be adhered to at all school activities, dances and fieldtrips. Students who are absent the day of the dance may not attend the dance. (See "Eligibility for Dances" below.)

Drama: Drama is a very popular extra-curricular activity at Hillcrest Middle School. It is also a school day activity in some grade levels and programs in the district. The yearly Hillcrest Musical/Drama production begins in the fall with the performances in the spring. Rehearsals are held after school, once or twice per week, with more frequent rehearsals as the performance approaches.

Dress Code: The purpose of student dress and appearance regulations is to encourage students to dress appropriately and attend school properly prepared for participation in the educational process. Guidelines also serve to prevent disruption of the classroom atmosphere, to eliminate disturbances and distractions among students and to protect the safety, health and welfare of the individual student. Appropriate dress and personal appearance at school and school-related activities shall not include any clothing, attire or accessory that by its manner of appearance, arrangement, trademark, fit, or any other attribute, is: **unsafe, disruptive, unhealthful, obscene, profane, ethnically, racially or sexually degrading, libelous or slanderous, exposing undergarments, provocative or revealing, advocating unlawful behavior or illegal substances, or suggesting or promoting any affiliation with any street gang or other group that commits unlawful acts.** Current examples of inappropriate dress include but are not limited to the following:

Unsafe:

Inappropriate shoes (for Physical Education or playground) or no shoes

Oversized pants/shorts (must fit at waist without a belt)

Unhealthful, Unsafe and Advocating Unlawful Behavior or Gang Affiliation or Illegal Substances:

Clothing or personal articles displaying references such as tobacco, alcoholic beverages, marijuana, etc.

Any clothing or articles considered gang-related (with guidance from law enforcement) such as bandanas, hairnets, chain accessories, slippers, etc.

Disruptive, Provocative or Revealing:

Clothing considered undergarments

Clothing exposing undergarments

Clothing exposing midriff, upper torso, etc., halter tops (exposing front or back) and swimwear

Shorts or skirts that are too short (administrative determination)

In accordance with this policy, **administration will make the determination of the appropriateness of the clothing/article at school.** The administration may ask that an item be removed, request that more appropriate clothing be brought from home, schedule a student-parent conference or take any necessary disciplinary action.

Eighth Grade Graduation Requirements: To be eligible to take part in the graduation activities (which includes any fieldtrips, graduation dinner, and dance) and receive a certificate of promotion you must:

- 1) Maintain a minimum 2.0 overall Grade Point Average during your eighth grade year. Students with special needs will be evaluated individually through the school's Student Study Team or the I.E.P. process.
- 2) Have attended at least 85% of the total school days for the year. Home teaching or an Independent Study Program shall constitute attendance. For special circumstances, an administrative exception may be granted if a student has a doctor's verification of illness and/or assigned work is completed.
- 3) Discipline issues may eliminate a student's ability to participate in Graduation activities as determined by administration.

A Student Study Team meeting (to include the student's teachers, at least one administrator or designee and the parents) may be held at the end of each trimester that the student is in jeopardy of not participating in the graduation ceremony. The Student Study Team shall have the authority to waive any of the above criteria with cause. This decision may or may not coincide with promotion to 9th grade or retention in 8th grade. (See the Promotion/Retention Policy on page 8). If the parents/guardians are in disagreement with the Student Study Team decision they may appeal to the Superintendent and the School Board.

All students participating in the 8th grade promotion ceremony wear graduation gowns as specified by the administration. A donation to cover the cost of the gown is requested of the parents of graduates but the donation is not required. Third trimester 8th grade Community Day School students (or students who have been in CDS during the third trimester) do not participate in graduation activities. (The Community Day School Policy is on the district website.)

Electronics/Cell Phones: Personal electronics (cell phones, portable game players, iPods, MP3 players, etc.) are NOT allowed at school. The school is NOT responsible for the loss/damage to any of the above mentioned items and students need to keep them at home. As discussed in the “telephone” section, cell phones for students are **not** allowed at school **except with parent request and administrative approval in writing**. Even when an exception is granted, cell phones are not to be seen in the classroom or around campus. They are **NOT** to be turned on or brought out during school hours. (Education Code 48901.5)

Eligibility for Dances at Hillcrest Middle School: Students will not be eligible for a dance if they fit into any of the following categories:

- 1) Any student absent from school the day of the event
- 2) Any student who has received 3 or more Administration-assigned lunch detentions during the trimester in which the activity is held or the next event
- 3) Any student who has been suspended (in school or out of school) during the trimester in which the activity is held or the next event
- 4) Any student owing money from lost books, instruments, sports uniforms, etc. at the time the event occurs
- 5) Any student attending Gravenstein Community Day School during the trimester in which the activity is held

Eligibility for Trimester One and Two Reward Activities at Hillcrest—for students with 3.5 GPA or above:

Students must have a 3.5 GPA for the trimester in which the activity takes place.

Students must have no D or F grade in any class for the trimester in which the activity takes place.

(Consideration will be given to students with Special Needs – IEPs or 504 plans)

Students must have had no administratively assigned detentions or suspensions during the trimester in which the reward takes place.

Emergency Information Cards: Students must have an Emergency Information Card on file in the School Office. If the parent /guardian cannot be contacted staff will notify emergency contacts listed on the student’s Emergency Information Card. **Students will ONLY be released to persons listed on your Emergency Information Card.** If the address or phone number is changed, or the parent/guardian has a new job, or if the student is going to be left in the temporary care of someone who is not on the student’s Emergency Information Card, please notify the School Office to change the emergency card. **Telephone calls or notes brought to the school office by someone other than the parent/guardian asking for release to a person not on the emergency card will not authorize release.**

Emergency and during the School Day Release Procedures: The following procedures must be followed:

- Students will be released ONLY to a parent/guardian OR someone listed on the Emergency Information Card. They may be required to show identification to authorize release. Notes brought in by students or other people will not authorize release.
- Parents/guardians (or any visitor) must check in the School Office before going on the campus.
- Parents /guardians (or visitors) must sign you out when leaving campus, so that staff can accurately account for all students.
- The school will make every effort to notify parents or guardians in the event of an emergency. However, in an emergency, limited phone lines will make this a slow process. Please listen to KSRO AM 1350 for updated news or for school closures.

Second Step Program: Teachers (and many other staff members) have been trained in the Second-Step program to help work with students on safe and healthy social emotional learning (SEL).

ENRICH!: This is a full-day GATE (Gifted and Talented Education) Program for grades Kindergarten through 8. Please contact Superintendent Jennifer Schwinn or Hillcrest Principal Brad Carn for more information.

Extracurricular Activity Eligibility: After-school athletics, drama, and extracurricular field trips enrich Hillcrest Middle School’s program. However, they are not part of the core curriculum. In accordance with state law, students must maintain a minimum 2.0 G.P.A. in order to participate in extracurricular activities. Excessive Behavior Infractions or a suspension may also restrict a student’s participation. Activities and sports sign ups will be announced in the Hillcrest bulletin.

Field Trips: Teachers or administrators may plan a field trip or special activity to support units of study, (Instructional Trips) or to recognize students for citizenship and conduct, (Reward Trips). They enrich the curriculum, build school spirit, improve students’ social skills and foster positive working relationships between students and staff. All field trips or activities off campus require written permission from parents or guardians and authorization for emergency medical treatment. **Any guardians who chaperone overnight field trips must be fingerprinted for GUSD with clearance through the Department of Justice (DOJ) and tuberculosis testing (at parent/guardian’s expense) prior to the field trip.** See Board Policy/Administrative Regulation 1240 on the district website.

Fund Raising: Gravenstein Schools Foundation (GSF) is a very active group dedicated to enhancing every child’s school experience. This parent/teacher group raises funds to help the schools, among many other activities. Every parent and interested

citizen is urged to join and participate in GSF. The Magnet Program Foundation (MPF) raises funds and provides parent support for the ENRICH! Program.

GATE Program: We have three Gifted and Talented Education (GATE) programs in the district. An accelerated math program is an option at the 6th through 8th grade level. The ENRICH! program (K-8) is our full-day GATE program. Lastly, there are additional GATE activities in Language Arts and Math for students in grades 3-8 with the highest test scores in those subjects. Please contact Superintendent Jennifer Schwinn for further information.

Grading System and Honor Roll: The system for evaluating students in grades 4th-8th at Gravenstein Union School District is A, B, C, D and F (A = 100% to 90%, B = 89% to 80%, C = 79% to 70%, D = 69% to 60%, F = 59% to 0%). Grade Point Average (GPA) is calculated by adding grade values (A=4 points, B=3, C=2, D=1, F=0) and dividing by the total number of weighted grades. Each student is graded by the teacher according to the quality of work, in relation to established state and district standards. Students who earn a 3.0 GPA or better will be placed on the Honor Roll for that trimester. Eighth grade students who have achieved Honor Roll all three years will be recognized at graduation.

Grading Period, Progress Reports and Report Cards: Hillcrest and Gravenstein have 3 (trimester) grading periods to ensure close communication between school and home about academic progress. Each trimester is approximately twelve weeks long. Progress Reports for students in grades 4-8 are given out halfway through each trimester.

Homework - Why is it assigned? The School Staff assigns homework because it:

- ✓ Provides an important way of communicating with parents or guardians about school work.
- ✓ Develops study habits, self-discipline, and responsibility.
- ✓ Reinforces and enriches school learning by providing necessary practice and application.
- ✓ Allows teachers to make the best use of instructional time in class.
- ✓ Completes work that was begun in class.
- ✓ Teaches students how to gather and organize information through research.

Homework Partners: Many successful high school and college students use study partners to help strengthen what they are learning. Students should think about choosing a Homework Partner in each of their classes. He/she should make sure the student is someone he/she can call to get assignments or help when needed.

Homework and Long-Term Absences: Now that most grades are part of the charter conversion (except for 1st grade Traditional classes) an independent study can be done for any absence if it is requested in advance of the absence. **An independent study can be requested** and your attendance NOT marked as absent if the independent study paperwork is completed and the work is completed and turned in to the school. **Please contact an administrator for the Independent Study if you need assistance with your request.**

Honor Roll: At the end of each grading period the names of students who have achieved a grade point average of 3.0 or better are placed on the Honor Roll. Students who have earned a 3.5 to 3.99 GPA are placed on the Principal's Honor Roll. Superintendent's Honor Roll is given to students who earn a GPA of 4.0, or all A's.

Honors at Assemblies, Eighth Grade Graduation Dinner and Graduation: During trimester award assemblies students are recognized for academic achievement (grade 4-8 Honor Roll), attendance and/or citizenship (at Hillcrest). At Hillcrest Middle School subject awards are also given out at the trimester award assemblies. Eighth grade students who have maintained their Honor Roll status for three full years or who have distinguished themselves in other ways will be recognized at the Eighth Grade Graduation Dinner and at the Graduation Ceremony.

Houses: Sixth, seventh, and eighth grade students are divided into "Houses" (activity groups) for the purpose of friendly competitions during the lunch period and throughout the year. Each House is named after someone famous from our community's history. The Houses elect student leaders who help organize teams for each of the events. The events range from sports, such as basketball, table tennis, and volleyball, to board games or jeopardy competitions, as well as service activities like canned food drives. Points are earned for participation and winning. At the end of the school year the winning House earns a special reward. The House Reward Activity has the same eligibility requirements as dances (pg. 7).

Illness or Injury: It is important that you inform the school office of any special health matter. In case of a serious accident or injury on campus, the paramedics will be contacted to administer medical aid and a parent or guardian will be notified immediately.

Independent Study: Now that most of our school classes are under charter conversion laws, **an independent study may be requested for any day a student will be absent.** The student may be counted in attendance by state regulations if an independent

study is requested ahead of time and the assigned work is completed in the designated time. The request should be made to the school office or teacher as soon as you are aware your child will be absent. **Please contact an administrator for the Independent Study if you need assistance with your request.** Please check the district website at www.grav.k12.ca.us for Board Policy/Administrative Regulation 6158 Independent Study.

Lost and Found: You are responsible for loss or damage to any personal property or school property that has been issued to you, such as textbooks or music instruments. Unclaimed personal items, not picked up in 30 days, will be donated to charity. To be sure items are returned, have your name in permanent ink on all articles of clothing and other personal property. If you find something that does not belong to you, please turn it in to the school office. If you keep something you find without turning it in it is considered stealing. Students who have witnessed a theft or know a student is in possession of someone else's belongings should inform the principal or school office personnel. Reports will be confidential.

Lunch Fees: Lunch is available to be purchased at Gravenstein Elementary and Hillcrest Middle School. **Students are not allowed to "charge" a lunch and will not be able to order a lunch until the account is paid in full.** The price of a lunch at the time of this publication is \$4.25.

Make-up Work: Class and homework assignments missed during an absence must be made up. It is the student's responsibility to find out about missed assignments from a homework partner or to request make up work from the student's teachers and make sure it is completed within the time allotted. The number of days to complete make-up work must be at least equal to the number of days absent; this period can be extended by the teacher or principal on a case-by-case basis. The teacher will decide upon a suitable alternative assignment if the work missed cannot be made up.

Medication: Any medications, including over-the-counter medication (includes aspirin or cough drops), must be turned in to the School Office with a form signed by parent/guardian **and** physician - with specific directions from the physician.

Monday Messages: *Monday Messages* is the main venue of communication between the school district and home. It is sent to parents through email from the superintendent and it is on the district website www.grav.k12.ca.us. It is filled with important dates and activities.

Music: Gravenstein and Hillcrest offer exceptional music opportunities as an important part of the instructional program. It is expected that students who participate in the Intermediate or Advanced Bands will make a commitment to such extracurricular activities as evening concerts at school, performances in music festivals, parades or other community events. Beginning with fourth grade, students are eligible for band. We offer 4th/5th grade Band, 6th grade Band, 7th/8th Band, Jazz Band and Strings ensemble.

Parent Groups: Our parent foundations' activities are organized through our two non-profit foundations. The Magnet Program Foundation (MPF) supports the ENRICH! program. Gravenstein School Foundation (GSF) is the parent group which helps support all students with funding for music, Spanish, drama, art, field trips, teacher accounts and much more.

Passing Times: The passing period between each class at Hillcrest is three (3) minutes.

Passes: Students must obtain a PASS from the staff member who is excusing you from class. If you wish to meet with school office staff, you will need a PASS to verify that you have your teacher's permission to be out of class.

Promotion/Retention Policy Board Policy/Administrative Regulation 5123: Students and parents need to be aware that California State Law mandates a promotion/retention policy at each school district. Students have grade proficiency levels that need to be attained to move on to the next grade. For a copy of this policy please check the district website or the school office.

Promotion Ceremonies: During the final week of school, promotion ceremonies for some grade levels will be held for students who have successfully completed the requirements of the Gravenstein Union School District. At Hillcrest Middle School, all 8th grade students wear robes for a uniform appearance. This is an informal family and community celebration held on campus. It is not an occasion for formal gowns, tuxedos or limousines.

Restrooms: Graffiti, writing on restroom walls, or intentionally clogging plumbing are considered vandalism and will result in disciplinary consequences. A bill may be sent to you and your parents or work detail required. Please be considerate and keep restrooms clean for everyone to use.

Rules and Discipline Procedures:

1. **Be Safe...**and on time and prepared for each class.
2. **Be Respectful...** of others, their property, and the property of the school.
3. **Be Responsible...**by obeying all rules and laws.

Most discipline consequences involve restrictions or loss of privileges or free time. Other discipline may include, but is not limited to, warnings, counseling with teachers, principal, or the superintendent, phone calls to parents, after school detention, administrative (lunch) detention, in school suspension, at home temporary removal, or recommendation for removal or expulsion.

Administration-assigned lunch detentions count against your eligibility to participate in dances and certain grade level field trips or activities. Written notice will be sent home if he/she has received lunch detention. A parent must sign the note so the school office has verification that the parent has received the notification of the lunch detention. **When a student receives his or her third lunch detention, he/she is no longer eligible for the next dance (at Hillcrest) or other school reward activity.**

Teacher Temporary Removal: A student may be temporarily removed from a class by his/her teacher for the rest of a period and from that class the next day for inappropriate behavior. The teacher will be contacting the parent if this occurs and a conference will be scheduled. The student may be assigned administrative detention time (lunch detention) in addition to the period he/she sat out.

Grounds for Temporary Removal or Removal (or Suspension or Expulsion) from School:

The following is part of Board Policy/Administrative Regulation (BP/AR) 5144.1c. Please go the district website www.grav.k12.ca.us under Publications/Policies for the full BP/AR 5144.1c and BP/AR 5144.1.

STANDARDS OF BEHAVIOR - GROUNDS FOR TEMPORARY REMOVAL OR REMOVAL

Any student, including a student with disabilities, shall be subject to temporary removal and removal for violation of the Standards of Behavior below; however, paragraphs 20, 21, and 22 shall apply only to a student in any of grades 4 to 12.

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell a controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property.
7. Stole or attempted to steal school property or private property.
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code section 11014.5.
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
12. Knowingly received stolen school property or private property.
13. Possessed an imitation firearm. Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
14. Committed or attempted to commit a sexual assault as defined in Penal Code section 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code section 243.4.
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purposes of preventing that student from being a witness and/or retaliating against that student for being a witness.
16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
17. Engaged in, or attempted to engage in, hazing. Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events.
18. Made terrorist threats against school officials and/or school property,

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out.

19. Engaged in “bullying” which means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students as defined in paragraphs 20, 21, or 22, below, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.

(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.

(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.

(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

“Electronic act” means the creation and transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(A) A message, text, sound, or image.

(B) A post on a social network Internet Web site including, but not limited to:

(1) Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed above.

(2) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed above.

“Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(3) Creating a false profile for the purpose of having one or more of the effects listed above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(C) An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

“Reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

20. Committed sexual harassment. Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment.

21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,

Hate violence means any act punishable under Penal Code section 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's statutory rights or state or federal constitutional rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics.

22. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment,

23. Any ground for suspension or expulsion as specified in the California Education Code as from time-to-time amended.

24. Excessive tardiness or absenteeism which is not the result of student's illness or injury or other excusable reason as determined by the Principal or designee. Excessive tardiness means 15 or more late arrivals, of 30 minutes or more, to school or class per trimester. Excessive absenteeism means 15 or more absences from school or class per trimester. After a student has been tardy 10 times, in excess of 30 minutes or more, or had 10 unexcused absences during a trimester, an attempt will be made to have a parent-teacher-administrator conference.

25. Any chronic violation or a serious violation of the Standards of Behavior or rules specified in the GUSD School/Family Compact or GUSD Student Handbook.

SCHOOL OR SCHOOL ACTIVITIES

A student may be temporarily removed or removed for any violation of the Standards of Behavior if the violation is related to school activity or school attendance occurring within any school in the District or within any other school district, at any time, including, but not limited to, the following:

1. While on school grounds,
2. While going to or coming from school,
3. During the lunch period, whether on or off the school campus, and
4. During, going to, or coming from a school-sponsored activity.

Sexual Harassment:

Sexual Harassment policies are on the district website at www.grav.k12.ca.us. The student Sexual Harassment policy is BP/AR 5145.7. This policy applies to students in grades 4-12.

Site Council: The Gravenstein Union School District Site Council is a team of administrators, school personnel and parents selected from their respective groups to create an improvement plan for the schools utilizing the district's categorical funding. The council meets about 5 times during the year and all community members are invited to attend.

School Office Information: The school office is an important place of business where all are welcome. The school office staff is happy to answer questions about school procedures or policies or deliver a forgotten lunch. However, the school office can become very busy, especially at the beginning and end of the day. Please try to see the school office staff at other times during school or be patient if you must come into the school office during the busy times. **Student use of the school office phone is limited to school business. Arranging social schedules among students is NOT allowed.**

Special Occasions: Receiving flowers, balloon bouquets, or other gifts during school hours disrupts instruction; therefore, you will be asked to leave balloons and other gifts in the school office until after school.

Student Leadership: Student Leadership is an important part of the school program. Through representatives from each grade level, each student will have a voice in decisions about activities, social events, community service projects, maintaining a positive school spirit, a healthy school environment and many other elements of school life.

Supplies and Textbooks: Fourth through eighth grade students at Gravenstein and Hillcrest students will use Assignment Planners. The school supplies all mandatory supplies. Any family purchase of supplies is voluntary - not mandatory. Students are responsible for the condition of books assigned to them. Any student who damages textbooks or other school materials or fails to return these materials will be charged replacement costs. Unpaid bills may result in withholding of report cards, yearbooks, etc.

Tardies: It is important for students to arrive at school and to each class on time. Tardy to school or class in excess of 30 minutes or more is considered truancy after the 3rd offense. (See Truancy under Discipline Rules and Procedures or see Truancy listed below).

Technology: Agreement Is On The Last Page

Chromebooks for all students in grades 2 through 8, a computer lab at each campus, and Windows Surface laptops are available to teachers and students at the Gravenstein and Hillcrest campuses. A Technology Use Agreement needs to be signed by students and families yearly. Some of the rules include:

Emailing and the use of social networks are not allowed at school. The inappropriate use of email or social networks that could be construed as harassment or disparagement of others (even if posted while not at school) may be dealt with through the school discipline process if it becomes an issue at school. Please read Board Policy and Administrative Regulation 6163.4 on the district website, www.grav.k12.ca.us, for further details. The school computers are to be used for school/classroom educational purposes only. Violation of the Technology Use Agreement may result in the denial of the use of computers at school.

To assist in educating the students in the appropriate use of technology:

1. Students are educated annually on Internet safety and appropriate online behavior.
2. Students are educated annually on Cyber Bullying awareness and prevention.
3. Students/Parents are required to sign a Technology Use Agreement.

Textbooks: *Imagine It 2009/English Language Arts* is the district-adopted series for grades Kindergarten through 5. *McDougal-Littel Reading/Language Arts* is the district adopted series for grades 6-8. *Harcourt (Go Math)* is the adopted textbook for grades Kindergarten through 8. *History Alive* is the grades 6-7-8 Social Studies/History adoption. *Harcourt* is the Social Studies adoption for grades K-5. *Glencoe Science* for grades 6-8 and *Houghton Mifflin Science* textbooks for grades Kindergarten through grade 5 were adopted during the 2007-2008 school year. We also have *Glencoe* adopted texts for Spanish instruction.

Truancy: PLEASE NOTE--**Three days of unexcused tardiness 30 minutes or more equals one truancy! Medical or family emergency reasons are generally the only excused reasons for tardiness. This is the law—not just a school rule.**

- School office staff will send a parent or guardian written notification of the school's concern about a pattern of chronic absences or tardies. Retention may be considered if students exceed 30 days of absence for the year.
- If absences or tardies continue, the student may be referred for a hearing before the School Attendance Review Board, the probation department, or the case may be referred to the Sonoma County District Attorney.

Vacations: Vacations are considered unexcused absences unless arrangements are made for an **Independent Study**.

Visitors and Volunteers: Hillcrest and Gravenstein Schools welcome parent visitors and volunteers. **The district's policy/administrative regulation (BP/AR 1240) volunteer policy (on the district website www.grav.k12.ca.us) includes background check and tuberculosis testing for frequent volunteers and mandatory fingerprinting for overnight chaperones.** Parents or guardians who wish to visit school must contact the principal or classroom teacher. As a matter of school safety and security, **all visitors and volunteers MUST check into the school office before going onto campus** unless the visit is to attend a group event in the gymnasium or field. **Please check the Volunteer Board Policy 1240 on the district website.**

Wellness Policy: The Gravenstein Union School District is committed to providing school environments that promote and protect children's health, well-being, and ability to learn by supporting healthy eating and physical activity. Federal law requires a wellness policy for school districts that participate in federally funded child nutrition programs. Board Policy (BP) 5030 is on our website.

Withdrawal from School: If you are moving, your parent or guardian needs to withdraw you from school. All textbooks and school materials must be returned, and, if applicable, fines for lost or damaged materials must be paid.

GRAVENSTEIN UNION SCHOOL DISTRICT Internet/Technology Use Agreement 2016-2017

Purpose: This agreement outlines terms and conditions for Internet Use at all schools within Gravenstein Union School District. The Internet is a world-wide information system used by educators, business, the government, the military and other organizations to share and exchange information. In schools and libraries, the Internet can be used to educate, inform, and to entertain. As a learning resource, the Internet is similar to books, magazines, videos, CD-ROM and other information sources.

Students will have access to and will increasingly use the internet to participate in learning activities, to ask questions and consult with experts, to communicate with other students and individuals and to locate material to meet their educational and personal information needs.

The Gravenstein Union School District staff will closely supervise Internet use and will make every effort to preclude inappropriate material. Just as the purchase, availability and use of media materials does not indicate endorsement of their contents by school officials, neither does making electronic information available to students imply endorsement of that content.

Obligations and Responsibilities for Use of Technology and the Internet: Students are authorized to use the school's computers and online services in accordance with the terms and conditions specified below:

1. Before using the school's computers and on-line services, the student and parent/guardian shall sign this agreement, indicating that the student understands and agrees to abide by user obligations and responsibilities.
2. Computers and the Internet shall be used only for school assignments. **NO email or Social Network use is permitted for students.** Commercial, political and/or personal use of the school's system is strictly prohibited.
3. Students shall not use the school's computers or on-line services to receive or promote, nor shall they receive or promote material describing unethical practices or activity prohibited by law.
4. Students shall not use the school's computers or on-line services to receive or promote material that is threatening, obscene, disruptive or sexually explicit, or that could be considered as harassment or disparagement.
5. Copyrighted or licensed material may not be installed on the school's system without staff authorization. Students may download copyrighted material for their own educational use only.
6. Vandalism will result in the immediate cancellation of use privileges. Vandalism includes the uploading, downloading, or creating computer viruses and/or any malicious attempt to harm or destroy school equipment or materials or the files of any other user.
7. Students shall not read other users' files. They shall not interfere with the ability of other users to receive or promote material related to educational goals and objectives. They shall not attempt to read, delete, copy, modify or forge the material of other students.
8. Students shall report any problems with the school's computers or misuse of the school's computers or on-line services to their teacher and principal.

Overview:

1. **Students are educated annually on Internet safety and appropriate on-line behavior.**
2. **Students are educated annually on Cyber Bullying awareness and prevention.**
3. **Students/Parents are required to sign an Internet/Technology Use Agreement. Some student information includes: a. Emailing and the use of social networks are not allowed at school, b. Inappropriate use of email or social networks that could be construed as harassment or disparagement of others (even if posted while not at school) may be dealt with through the school discipline process if it becomes an issue at school. Please read Board Policy and Administrative Regulation 6163.4 on the district website, www.grav.k12.ca.us, for further details. The school computers are to be used for school and classroom educational purposes only. Violation of the Internet/Technology Use Agreement may result in the denial of the use of computers at school.**

June 15, 2016

Linda J. LaMarre
Superintendent
Gravenstein Union School District
3840 Twig Avenue
Sebastopol, CA 95472

Dear Mrs. LaMarre:

It was brought to my attention today that GUTA had failed to provide a Sunshine Letter to the District. I apologize for that oversight and submit this letter to you to correct that omission.

As our current contract is expiring on June 30, 2016, we will be opening Salary and Benefits but, because of some GUTA reorganization, we have not yet determined which other articles to open. We will notify you after we can conduct a contract review.

GUTA understands that negotiations cannot officially begin until District and GUTA have Sunshined, but I believe that the timing is such that the start of negotiations should not be delayed. As we stated at our last negotiation session, we would like to begin contract negotiations this summer so that we can, hopefully, begin the new school year with a revised contract in place and negotiations completed for the year.

I believe your last day with the District is June 30th. It would be helpful if you could please advise the new Superintendent and members of the District negotiating team that GUTA would like to meet to begin work on contract negotiations. They can contact me to provide some potential dates that would they would be available.

Thank you very much. I wish you a wonderful, restful, exciting and long retirement.

Sincerely,

Linda Helton
Negotiator
Gravenstein Union Teachers Association

GRAVENSTEIN UNION SCHOOL DISTRICT

**RESOLUTION #160713-1
BANK SIGNATURE AUTHORITY**

Whereas, the persons who are listed below are authorized and/or employed by Gravenstein Union School District, and

NAME	TITLE	SIGNATURE
Jennifer Schwinn	Superintendent / Principal	_____
Jim Horn	Board President	_____
Catrina Howatt	Business Manager	_____

Whereas, the above listed individuals will be acting as agents for the District in matters relating to the conduct of business, and

Whereas, signatures will be required on various checking account transactions from the following accounts,

- Bank America Clearing Account
- Bank America Revolving Account
- Bank America Gravenstein Student Body Account
- Bank of America Hillcrest Student Body Account
- Redwood Credit Union Trustees Account - basic checking
- Redwood Credit Union Trustees Account - business share

Whereas, from this date forward, only those named in this resolution will be authorized signatories on the aforementioned bank accounts for the Gravenstein Union School District,

Be it therefore resolved that above listed individuals are approved as authorized bank signatories for the Gravenstein Union School District,

The foregoing shall remain in force until receipt by the Bank of a duly certified copy of a resolution rescinding or amending same. Passed and adopted by the Governing Board of the Gravenstein Union School District on July 13, 2016 by the following vote:

Ayes:
Noes:
Absent:

President , Board of Trustees

I, Desiree Beck, Clerk of the Board of Trustees of Gravenstein Union School District do hereby certify that the foregoing resolution was regularly introduced, passed and adopted by the Board of Trustees at its meeting on July 13, 2016.

Clerk, Board of Trustee

GRAVENSTEIN UNION SCHOOL DISTRICT
School Board/Superintendent Goals
2015-16

General Goal: Budget

1. Maintain fiscal solvency of the district and an effective budgetary system.

Specific Goals:

- A. Adopt a budget that reflects the district's mission statement and goals with no deficit spending and appropriate reserves.
- B. Maintain consistent accountability procedures.
- C. Closely monitor costs and continue to strive for no encroachment on the General Fund for Special Education, Cafeteria, Before/After School Daycare/Homework Club, and Home-to-School Transportation.
- D. Continue to strive for fair and competitive staff compensation.
- E. Continue to align staffing needs with enrollment.
- F. Explore other avenues for funding - such as the use of Prop 39 dollars.
- G. Continue to provide accurate financial documents to the Board in a timely manner.
- H. Fulfill requirements for GASB 45 (post-employment retirement benefits calculation).
- I. Maintain practices to retain and increase district enrollment.

General Goal: Policies

2. Develop and update district policies and school procedures.

Specific Goals:

- A. Continue to maintain and update mandatory and new CSBA policies and post them on the district website.
- B. Ensure that all policies and procedures are communicated and followed.

General Goal: Curriculum and Instruction

3. Promote curriculum development and higher levels of student achievement within the District consistent with the state standards and frameworks.

Specific Goals:

- A. Every first through eighth grade student shall reach and maintain grade level achievement in reading and math.
- B. Monitor and review district conformance with state standards K-8.
- C. Continue training and materials for Common Core curriculum and new testing format.
- D. Monitor the use of assessments to guide teacher directed instruction.
- E. Monitor the pacing of teacher directed lessons and use of district adopted textbooks.
- F. Continue to provide staff development in all core subject areas.
- G. Provide direction to Site Council for drafting the School Plan and LCAP.
- H. Provide a suitable learning environment in the classrooms--with appropriate discipline, structure and setting.
- I. Continue Science, Math and Language Arts articulation with the High School but maintain GUSD focus of meeting student needs --including our highest achievers.
- J. Continue to monitor all enrichment/elective classes at all grade levels.
- K. Promote appropriate field trips linked to curriculum.
- L. Review health and safety education materials, outside speakers, curriculum and teaching practices for students.
- M. Continue the ENRICH! Program support with grade level Enrichment and GATE Coordinator positions.
- N. Continue any needed materials or training for our Social-Emotional Learning program-

- Second Step.
- O. Continue training and materials based on the adopted Safety Plan.

General Goals: Public Relations/Student Relations

4. Encourage participation and a sense of pride in Gravenstein Union School District among all community members.

Specific Goals:

- A. Continue to invite and inform the community about our school district to include the Measure M projects.
- B. Actively promote Gravenstein School District in a positive, proactive manner to include the district website and press releases.
- C. Continue to encourage appropriate volunteerism and community involvement.
- D. Provide direction and work collaboratively with parent foundations.
- E. Continue to increase the welcoming environment of the school offices.
- F. Review and update specific student programs within the district's four schools.
- G. Continually update staff, students, and parents on new laws, policies or rules and mandate consistent enforcement of the rules by school administration.
- H. Continue to promote proactive, positive activities such as intramurals at lunch time.
- I. Review appropriate student reward/recognition activities. Include staff, parents and student input.
- J. Continue to work with community partners to enhance traffic flow and safety around the schools.

General Goals: Management/Organization

5. Specific Goals:

- A. Complete 2015-16 Board/Superintendent Goal setting by September 2015.
- B. Evaluate management compliance with Board/Superintendent Goals.
- C. Evaluate employee compliance with legal, district/business office, and auditor instructions and regulations within the schools and school offices.
- D. The principals of the schools must be responsible for ensuring compliance with all district and legal regulations by all employees and volunteers of the school.
- E. Continue to discuss/monitor long-term enrollment goals.

General Goals: Facilities

6. Upgrade and maintain campus and facilities.

Specific Goals:

- A. Continue to maintain and improve the appearance of school buildings and grounds.
- B. Continue to work on items listed on the 5 year deferred maintenance plan - to include investigation of ways to use Prop 39 dollars for energy efficiency.
- C. Plan for continued upgrading of playground equipment considering new ADA regulations.
- D. Continue to review the custodial schedules and budget.
- E. Continue to review the removal and/or replacement of sub-standard buildings.
- F. Continue to review the use and contents of storage facilities.
- G. Continue the projects of the Measure M Bond with the completion of the modernization project at Gravenstein.
- H. Upgrade infrastructure to keep current with the increased technology use and demand.

GRAVENSTEIN UNION SCHOOL DISTRICT
Accomplishments/Actions of the 2015-2016 School Year

Budget:

1. 2015-16 adopted budget was completed with no deficit spending and appropriate reserves.
2. Consistent budgetary and accountability procedures were accomplished as per our last audit (2014-15). We do not have the 2015-16 audit as of this date. Timely and accurate budgetary reports were supplied to the school board.
3. Special Education encroachment on the General Fund was approximately \$100,000 for students in non-public schools, SCOE, or other special education consortium placements. Our own school-based special education program encroachment was (0) zero.
4. Home-to-School-Transportation encroachment was \$0 for 2015-16.
5. Before/After School Daycare/Homework Club made a profit. This profit is returned to the General Fund towards repayment of the cost of the new daycare building.
6. Enrollment increased from 2014-15 to the 2015-16 school year and projected to increase by at least 14 ADA for 2016-17.
7. A staff compensation increase of 4.5% on the salary schedule was accomplished for 2015-16.
8. A variety of open houses and school tours took place throughout the school year to continue to maintain and increase enrollment—our main source of revenue.
9. The Gravenstein Modernization Phase 1 building project was completed during the summer of 2015 and Phase 2 began June 6, 2016.

Policies:

1. Continued review/adoption of mandated policies is on-going. Bullying, Uniform Complaint Procedure Update, Use of Facilities Exhibit Update, Substitute Certificated Pay Rates Exhibit Update, Student Wellness Policy Update, Contract Policy Update, Health Care and Emergencies, were policies originated or updated.
2. Staff handbooks include many of the new or mandated BP/ARs and were reviewed at the August 17, 2015 district staff meeting.
3. New or updated policies continue to be placed on the district website.
4. Enrollment paperwork, district policies, SARCs, Comprehensive School Site Plan, Technology Plan 2014-2019, Safety Plan February, 2016, Collective Bargaining Agreement 2013-2016, Grade Level Curriculum Brochures and more publications updated on the district website.
5. The 2016-17 LCAP documents review and creation were yearlong projects.

Curriculum and Instruction:

1. The 2015 Smarter Balanced state assessments for grades 3-8 were the highest in our area, compared to 11 other high performing or neighboring schools in the county. The 2016 assessments appear to maintain or exceed our 2015 scores.
2. English/Language Arts Assessments continued to be utilized at the Gravenstein campus to guide teacher direct instruction and proper pacing.
3. **Go Math** (Harcourt/Houghton Mifflin) program was adopted K-8. Collaboration with the High School was included at the Middle School level.
4. Professional Development for Common Core aligned **Go Math** and Mandated Reporter training took place on August 17th and 18th 2015.
5. Maintained full Class Size Reduction in grades K-3.
6. Maintained full 180-day school year for students.
7. An outside presenter was utilized for HIV/AIDS education for grades 7-8.
8. An outside presenter was utilized for puberty, anatomy, and sexual harassment education at the 4th and 5th grade level.
9. GATE activities were supported with GATE Coordinators.
10. The Safety Plan was updated and approved by the school board before March 1, 2016.
11. Drug and Alcohol Safety curriculum was provided for the 5th and 7th grade students and was purchased by the Sebastopol Police Department.
12. Additional and/or replacement Second Step (Social Emotional Learning program) kits were purchased for classroom use.
13. Computers were purchased and Wi-Fi was increased for both campuses.
14. 1-1 computers and carts were provided for all students in grades 2-8 for the 2015-16 school year.

Public Relations /Student Relations:

1. Over 100 group tours and individual conferences with new families were held during the 2015-16 school year.
2. Hillcrest 6-7-8 Band won several awards in the Apple Blossom and Rose Parades.
3. GUSD website continued to grow with the policies, board agendas and minutes, teacher websites, foundation links, Facebook, etc.
4. Whole school (outdoor) Friday assemblies, to include the flag salute and patriotic songs, were continued at Gravenstein School to promote cohesiveness and school spirit.
5. Direction/collaboration with Site Council, GSF and MPF continued.
6. District enrollment expanded to 737 for 2015-16. District enrollment is projected to be approximately 765 for 2016-17.
7. "Meet the Teacher"/Orientations were held on August 17 and 18, 2015 at both campuses.
8. Many performances were provided to the school community through concerts, plays, poetry readings, Kindergarten Nutcracker, etc.

9. The Gravenstein Daycare and Hillcrest Homework Club continued. We continue to serve over 150 children through these programs.
10. Weekly emailed newsletters (Monday Messages) from the Superintendent continued and the number of people opening the Monday Messages exceeded 500.

Management/Organization

1. Staff, students, and parents were updated on new laws, policies or rules to ensure existing rules were consistently enforced.
2. Intramural program at Hillcrest lunchtime continued to include "houses".
3. An Intramural program at Gravenstein lunchtime began for grades 3-4-5 during the 2015-16 school year.
4. Review of student conduct rules and programs continued and a new policy was developed.
5. Staff and student handbooks were updated.
6. Student Organizers/Homework books (includes student handbook) utilized for each student grades 3-8.

Facilities:

1. Safety/Traffic Committee recommendations continued to be implemented.
2. Measure M Bond project for Gravenstein a new sidewalk and roofing completed by September of 2015. This project included preparation for solar panels to be implemented in the future.
3. Measure M Bond Gravenstein Modernization Phase 2 began on June 6, 2016.
4. Updated classroom locks at Gravenstein and classroom alarms in grades 3-8 were installed for each classroom. This project was completed during the fall of 2015.
5. The custodial schedules have been monitored and are in line with the budgeted amounts.
6. The storage facilities have been organized and much of the surplus has been removed.

GUSD

Board Policy

Homework/Makeup Work

BP 6154

Instruction

The Governing Board recognizes that homework contributes toward building responsibility, self-discipline and life-long learning habits, and that time spent on homework directly influences students' ability to meet the district's academic standards. The Board expects students, parents/guardians and staff to view homework as a routine and important part of students' daily lives.

The Superintendent or designee shall ensure that administrators and teachers develop and implement an effective homework plan at each school site.

Although it is the student's responsibility to do most homework assignments independently, the Board expects teachers at all grade levels to use parents/guardians as a contributing resource. When students repeatedly fail to do their homework, parents/guardians shall be notified and asked to contact the teacher.

Makeup Work

Students who miss school work because of an excused absence shall be given the opportunity to complete all assignments and tests that can be reasonably provided. As determined by the teacher, the assignments and tests shall be reasonably equivalent to, but not necessarily identical to, the assignments and tests missed during the absence. Students shall receive full credit for work satisfactorily completed within a reasonable period of time. (Education Code 48205)

Students who miss school work because of unexcused absences shall be given the opportunity to make up missed work. Teachers shall assign such makeup work as necessary to ensure academic progress, not as a punitive measure.

Legal Reference:

EDUCATION CODE

48205 Absences for personal reasons

48913 Completion of work missed by suspended student

48980 Parental notifications

58700-58702 Tutoring and homework assistance program; summer school apportionment credit

Management Resources:

SBE POLICIES

Parent Involvement in the Education of Their Children, 1994

Policy Statement on Homework, 1995

(6/89 2/97) 2/99

**Gravenstien Union School District
Administrative Regulation
Homework/Makeup Work**

AR 6154

Instruction

School-Site Homework Plan

There are many learning activities in the life of a student in addition to homework. School activities, athletic and cultural events, and other personal interests are all important in the growth and development of children. The homework policy of the Gravenstein Union School District is provided as a guide to balance homework with the realities of family life. The most effective implementation of the homework policy will occur when teachers, parents, and students appreciate the importance of good communication among those involved.

The principal and staff at each school shall regularly review the District's homework plan which includes guidelines for the assignment of homework and describes the responsibilities of students, staff and parents/guardians. The plan includes the following:

1. For each grade level, the approximate amount of time that students should be expected to spend on homework will be 10 minutes x the grade level (Kindergarten = 10 minutes, 1st grade = 20 minutes, 2nd grade = 30 minutes, 3rd grade = 40 minutes, 4th grade = 50 minutes, 5th grade = 60 minutes, 6th grade = 70 minutes, 7th grade = 80 minutes, 8th grade = 90 minutes). If homework is consistently exceeding this amount of time, or if there is a particular family issue involving homework, the parent or student should discuss the issue with the teacher.
2. For each grade level, the teachers shall inform parents of the homework procedures.
3. Parents/guardians shall be informed about:
 - a. Homework expectations,
 - b. How homework relates to the student's grades, and
 - c. How best to help their children.
4. At the K-6 level, teachers shall coordinate assignments so that students do not receive an overload of homework one day and very little the next.
5. For each grade level, teachers will discuss with parents the extent to which homework assignments shall emphasize independent research, reports, special reading and problem-solving activities.

Homework is defined as written or non-written tasks that are assigned by teachers to be completed by students outside of the classroom. The purposes of homework are to practice newly taught skills, review previously mastered skills, develop independent study habits, and extend and enrich the curriculum. Homework should be related to the curriculum of the school and promote an understanding of the importance of lifelong learning. Additional

academic homework will not be used as a behavior management tool or as a form of punishment. Homework guidelines for some students with special needs may be determined by the student's educational plan and should be specifically related to the student's learning profile. The modifications in an educational plan supersede the general guidelines listed here. Finally, students, not parents, should do homework.

Parents shall communicate with their child's teacher if there is a concern with the homework assigned. If this does not resolve the issue, the parent will discuss the issue with the principal. The superintendent and then the board of trustees will hear issues that are not resolved at the school level.

Students' Roles and Responsibilities – Dependent Upon Grade Level

- Get the assignment and be able to ask for help if the assignment is not clear.
- Copy all assignments into planner (grades 3-8), carefully recording due dates.
- Set a time each day to do homework.
- Check work and, if possible, explain it to an adult.
- Maintain the highest quality work on homework assignments.
- Take home all necessary resources, such as packets, textbooks, notes and study guides.
- Bring the completed homework back to school when it is due.
- Be responsible for getting assignments when absent from school.
- Be responsible for taking care of, and returning, any borrowed resource materials.

Parents' Role and Responsibilities

- Promote a positive attitude toward homework as part of the learning process.
- Understand and reinforce expectations for the quality of student work.
- Provide structure, a place, and tools needed to help the child organize for the completion of homework.
- Be available to provide supervision, but do not do the assignment for the child.
- Have an understanding of the amount of assistance appropriate for homework assignments.
- Communicate often with the student and his/her teacher, giving feedback to the teacher when there is a homework concern.

- Learn strategies/techniques for helping the student through opportunities such as parent homework clinics.

Teachers' Role and Responsibilities

- Identify, at the beginning of the year, the general purpose of homework assignments for parents and students.
- Establish objectives and guidelines for special projects, including any expectations for parent participation.
- Follow the guidelines for the amount of time designated for homework including special projects.
- Communicate expectations to students.
- Post all assignments and provide time for students to record them.
- Model homework strategies and provide models as appropriate throughout the school year.
- Establish a system for recording and reporting homework.
- Ensure that the student easily obtains resources and materials required for homework projects.
- Provide ways for parents to communicate with teachers about homework.
- Notify parents regarding homework problems and missing assignments.
- Assign long term projects so that the completion time includes more than one weekend, and is not limited to a school vacation period.
- Discuss homework practice with colleagues and provide guidelines for the type of homework at each grade level in each school.

Administrators' Role and Responsibilities

- Ensure that homework is consistent with the educational goals of the Gravenstein Union School District.
- Monitor and support the teachers in the implementation of the homework guidelines.
- Encourage teachers to use homework as a tool to reinforce learning.
- Be aware of the assignment of major projects and their impact on the student's overall

educational program.

- Support the need for balance among the many learning activities in the life of a student besides homework.
- Facilitate the communication process between the school and home, and help maintain the parent/school partnership on homework.

Makeup Work

Note: SB 1468 (Ch. 846, Statutes of 1998) amended Education Code 48980 to require districts to notify parents/guardians of state law regarding credit for makeup work following an excused absence.

The Superintendent or designee shall notify parents/guardians that no student may have his/her grade reduced or lose academic credit for any excused absence when missed assignments and tests are satisfactorily completed within a reasonable period of time. Such notification shall include the full text of Education Code 48205. (Education Code 48980)

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5145.6 - Parental Notifications)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the suspension. (Education Code 48913)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(6/89 2/97) 2/99

CSBA Sample

Board Policy

Nondiscrimination/Harassment

BP 5145.3
Students

***Note: The following mandated policy reflects various provisions of state and federal law which prohibit discrimination against students in educational programs and activities based on certain actual or perceived characteristics of an individual, including Education Code 220, which prohibits discrimination based on race, nationality, ethnicity, gender, gender identity, gender expression, sex, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55; Title VI (42 USC 2000d-2000e-17), which prohibits discrimination based on race, color, or national origin; Title IX (20 USC 1681-1688), which prohibits discrimination based on sex, gender, and gender identity; the Age Discrimination Act of 1975 (42 USC 6101-6107), which prohibits discrimination based on age; and Title II (20 USC 12101-12213) and Section 504 (29 USC 794), which prohibit discrimination based on disability. Education Code 260 gives the Governing Board primary responsibility for ensuring that district programs and activities are free from discrimination based on age or any of these characteristics. See also BP 0410 - Nondiscrimination in District Programs and Activities. ***

***Note: Moreover, the right of a transgender student to participate in sex-segregated educational programs and use facilities consistent with his/her gender identity is specified in Education Code 221.5, as amended by AB 1266 (Ch. 85, Statutes of 2013). The guidelines included in this Board policy and the accompanying administrative regulation to accommodate the needs of transgender and gender-nonconforming students reflect best practices based on existing state and federal law. Districts with questions about the rights of transgender and gender-nonconforming students should consult legal counsel as appropriate. For more information on the rights of transgender students, see CSBA's policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students and its Final Guidance Regarding Transgender Students, Privacy, and Facilities. ***

***Note: Education Code 234.1 mandates that districts adopt policy prohibiting, at school or in any school activity related to school attendance or under the authority of the district, discrimination, including discriminatory harassment, intimidation, and bullying, based on the foregoing characteristics. The California Department of Education (CDE), through its Federal Program Monitoring process, reviews districts' uniform complaint procedures (UCP) and other policies and practices to ensure compliance with these requirements. In addition, the U.S. Department of Education's Office for Civil Rights (OCR) is responsible for the administrative enforcement of federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, sex, disability, and age in programs and activities that receive federal financial assistance from the department, and requires the adoption of nondiscrimination policies and complaint procedures. ***

***Note: CSBA staff met with representatives from CDE and OCR to discuss this policy and the accompanying regulation as they relate to the UCP requirements. As a result, the sample policy and regulation have been drafted to go beyond the minimal requirements under California's UCP laws and regulations in an attempt to address issues and concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on them, CSBA believes that the additional details provided herein may help school districts and county offices of education during any compliance check by CDE or in the event that a CDE or OCR investigation occurs. ***

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs,

services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying of any student based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school. (Education Code 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education Under Section 504)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, includes physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also shall include the creation of a hostile environment when the prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

***Note: In addition to the types of prohibited student conduct described below, prohibited conduct also includes different treatment of students with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services. See BP 0410 - Nondiscrimination In District Programs And Activities. ***

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who files or otherwise participates in the filing or investigation of a complaint or report regarding an incident of discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

***Note: Pursuant to Education Code 234.1 and 34 CFR 106.8, a district is required to adopt and publicize its nondiscrimination policies to the school community. The following paragraph may be modified to reflect district practice. ***

***Note: In addition, in its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. See the accompanying administrative regulation for specific measures to prevent discrimination and facilitate students' access to the educational program. ***

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

- (cf. 1312.3 - Uniform Complaint Procedures)
- (cf. 1330 - Use of Facilities)
- (cf. 4131 - Staff Development)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)
- (cf. 6145 - Extracurricular and Cocurricular Activities)
- (cf. 6145.2 - Athletic Competition)
- (cf. 6164.2 - Guidance/Counseling Services)

***Note: Policies related to discrimination must be consistent with the First Amendment right to free speech. Education Code 48950 prohibits a district from subjecting a high school student to disciplinary sanctions solely on the basis of speech or other communication that would be constitutionally protected if engaged in outside of campus. However, Education Code 48950 also specifies that the law does not prohibit discipline for harassment, threats, or intimidation unless constitutionally protected. Whether such speech might be entitled to constitutional protection would be determined on a case-by-case basis, with consideration for the specific words used and the circumstances involved. The district should consult legal counsel as necessary. ***

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion for behavior that is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

- (cf. 4118 - Suspension/Disciplinary Action)
- (cf. 4119.21/4219.21/4319.21 - Professional Standards)
- (cf. 4218 - Dismissal/Suspension/Disciplinary Action)
- (cf. 5144 - Discipline)
- (cf. 5144.1 - Suspension and Expulsion/Due Process)
- (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
- (cf. 5145.2 - Freedom of Speech/Expression)

Legal Reference:

EDUCATION CODE

- 200-262.4 Prohibition of discrimination
- 48900.3 Suspension or expulsion for act of hate violence
- 48900.4 Suspension or expulsion for threats or harassment
- 48904 Liability of parent/guardian for willful student misconduct
- 48907 Student exercise of free expression
- 48950 Freedom of speech
- 48985 Translation of notices
- 49020-49023 Athletic programs
- 51500 Prohibited instruction or activity
- 51501 Prohibited means of instruction
- 60044 Prohibited instructional materials

CIVIL CODE

- 1714.1 Liability of parents/guardians for willful misconduct of minor

PENAL CODE

- 422.55 Definition of hate crime
- 422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

- 432 Student record
- 4600-4687 Uniform complaint procedures
- 4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

- 1681-1688 Title IX of the Education Amendments of 1972
- 12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

- 794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

- 2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
- 2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
- 6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

- 35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

- 100.3 Prohibition of discrimination on basis of race, color or national origin
- 104.7 Designation of responsible employee for Section 504
- 106.8 Designation of responsible employee for Title IX
- 106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

- Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
- Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January 1999

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendmentcenter.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

(4/13 2/14) 10/14

CSBA Sample

Administrative Regulation

Nondiscrimination/Harassment

AR 5145.3
Students

***Note: The following mandated administrative regulation provides measures that may be implemented by a district to comply with state and federal laws and regulations prohibiting, at school or in school-sponsored or school-related activities, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, against students based on actual or perceived race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression, or any other legally protected category or association with a person or group with one or more of these actual or perceived characteristics. Federal and state law also prohibit retaliation against those who engage in activity to protect civil rights. ***

***Note: 5 CCR 4621 mandates the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying. In addition, 34 CFR 106.8 mandates districts that receive federal financial assistance to adopt procedures for the "prompt and equitable" resolution of student and employee discrimination complaints, including the designation of one or more responsible employees to ensure district compliance with state and federal laws and regulations governing the district's educational programs. ***

***Note: During the Federal Program Monitoring process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for investigating complaints. The U.S. Department of Education's Office for Civil Rights (OCR) is the agency responsible for the administrative enforcement of federal antidiscrimination laws and regulations in programs and activities that receive federal financial assistance from the department. In reviewing a district's discrimination policies and procedures, OCR will examine whether the district has identified the employee(s) responsible for coordinating compliance with federal civil rights laws, including the investigation of complaints. ***

***Note: The following paragraphs identify the employee(s) designated to coordinate the district's efforts to comply with state and federal civil rights laws (e.g. Title IX and Section 504 coordinators), including the investigation and resolution of discrimination complaints under AR 1312.3 - Uniform Complaint Procedures. Note also that a district may designate more than one employee to coordinate compliance and/or receive and investigate complaints, although each employee designated as a coordinator/compliance officer must be properly trained. ***

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints regarding unlawful discrimination, including discriminatory harassment, intimidation, or bullying, based on actual race, color, ancestry,

national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Superintendent
(title or position)
3840 Twig Ave, Sebastopol, CA 95472
(address)
707/823-7008
(telephone number)

(email)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

***Note: As part of its responsibility to monitor district compliance with legal requirements concerning discrimination pursuant to Education Code 234.1, CDE is required to ensure that the district posts its nondiscrimination policies in all schools, offices, staff lounges, and student government meeting rooms. ***

***Note: In addition, federal regulations enforced by OCR require the district to notify students, parents/guardians, and employees of its policies prohibiting discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25) and of related complaint procedures. In its April 2011 Dear Colleague Letter: Sexual Violence, OCR recommends that nondiscrimination notices be prominently posted on school web sites and at various locations throughout campus, and published in electronic and printed publications of general distribution that provide information to students, parents/guardians, and employees about the school's policies. ***

***Note: Item #1 below may be revised to specify the means by which the district posts its nondiscrimination policies and complaint procedures. ***

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public, posting them on the district's web site and other prominent locations and providing easy access to them through district supported social media, when available.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

2. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

***Note: In its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. Item #3 below may be modified to reflect district practice. ***

3. Annually notify all students and parents/guardians of the district's nondiscrimination policy. The notice shall inform students and parents/guardians of the possibility that students will participate in a sex-segregated school program or activity together with another student of the opposite biological sex, and that they may inform the compliance officer if they feel such participation would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy. In such a case, the compliance officer shall meet with the student and/or parent/guardian who raises the objection to determine how best to accommodate that student. The notice shall inform students and parents/guardians that the district will not typically notify them of individual instances of transgender students participating in a program or activity.

(cf. 5145.6 - Parental Notifications)

***Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires school districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English. ***

4. The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all

relevant information for parents/guardians with limited English proficiency.

5. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include guidelines for addressing issues related to transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

***Note: Item #6 below is required pursuant to Education Code 234.1 and recommended as a best practice by OCR. ***

6. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

***Note: Item #7 below may be revised to reflect district practice. In some situations, the district may need to provide assistance to a student to protect him/her from harassment or bullying. Each situation will need to be analyzed to determine the most appropriate course of action to meet the needs of the student, based on the circumstances involved. ***

7. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against perpetrators and anyone determined to have engaged in wrongdoing, including any student who is found to have made a complaint of discrimination that he/she knew was not true

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Process for Initiating and Responding to Complaints

***Note: Education Code 234.1 requires that districts adopt a process for receiving and investigating complaints of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, based on specified actual or perceived characteristics. Such a process, which is required to be consistent with the uniform complaint procedures specified in 5 CCR 4600-4687, must include (1) a requirement that school personnel who witness an act take immediate steps to intervene when safe to do so, (2) a timeline for investigating and resolving complaints, (3) an appeal process, and (4) translation of forms when required by Education Code 48985. In addition, federal regulations require districts to adopt procedures providing for the prompt and equitable resolution of complaints of discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25). OCR guidance on federal civil rights requirements notes that districts may have a responsibility to respond to notice of discrimination whether or not a formal complaint is filed. In addition, in its April 2011 Dear Colleague Letter: Sexual Violence, OCR cautions that districts may have an obligation to respond to notice of sexual harassment of students which occurs off school grounds or outside school-sponsored or school-related programs or activities, since the sexual harassment may still create a hostile environment at school. This principle would also apply to harassment on other bases, such as race, gender, or disability. ***

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When any report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is submitted to or received by the principal or compliance officer, he/she shall inform the student or parent/guardian of the right to file a formal complaint pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Any report of unlawful discrimination involving the principal, compliance officer, or any other person to whom the complaint would ordinarily be reported or filed shall instead be submitted to the Superintendent or designee. Even if the student chooses not to file a formal complaint, the principal or compliance officer shall implement immediate measures necessary to stop the discrimination and to ensure all students have access to the educational program and a safe school environment.

Upon receiving a complaint of discrimination, the compliance officer shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Transgender and Gender-Nonconforming Students

***Note: The following section may be modified to reflect district practice. Pursuant to Education Code 221.5, as amended by AB 1266 (Ch. 85, Statutes of 2013), a district is required to permit a student to use facilities and participate in sex-segregated school programs and activities consistent with the student's gender identity, regardless of the gender listed on his/her educational records. The following guidelines are designed to implement AB 1266 and other existing state and federal laws that prohibit discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, against students based on their real or perceived gender identity and/or gender expression. The guidelines address certain issues and circumstances that may arise in relation to the needs of transgender and gender-nonconforming students, and are by no means exhaustive. Consequently, each instance or situation should be addressed on a case-by-case basis to ensure that the safety, privacy, and other concerns of all students involved are appropriately addressed. For more information on the rights of transgender students, see CSBA's policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students and its Final Guidance Regarding Transgender Students, Privacy, and Facilities. Districts should consult legal counsel about applicable standards for determining a student's gender identity. ***

Gender identity means a student's gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity or gender expression is different from that traditionally associated with the assigned sex at birth.

Acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, regardless of whether they are sexual in nature, where the act has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited under state and federal law. Examples of types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a transgender student because his/her mannerisms, hairstyle, or style of dress correspond to his/her gender identity, or a non-transgender student because his/her mannerisms, hairstyle, or style of dress do not conform to stereotypes for his/her gender or are perceived as indicative of the other sex
3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity because the student is transgender or gender-nonconforming
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information
6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students. Examples of bases for complaints include, but are not limited to, the above list as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall

address each situation on a case-by-case basis, in accordance with the following guidelines:

***Note: Timelines included in items #1-2 below may be modified to reflect district practice. ***

1. Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district will only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In the latter instance, the district shall limit disclosure to individuals reasonably believed to be able to protect the student's well-being. Any district employee to whom a student discloses his/her transgender or gender-nonconforming status shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this procedure, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the physical, emotional, and other significant risks to the student, the compliance officer may consider discussing with the student any need to disclose the student's transgender or gender-nonconformity status to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion unless district personnel present a credible basis for believing that the student's assertion is for an improper purpose. In such a case, the compliance officer shall document the improper purpose and, within seven school days of receiving notification of the student's assertion, shall provide a written response to the student and, if appropriate, to his/her parents/guardians.

3. Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify potential issues, including transition-related issues, and to develop strategies for addressing them. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or

gender-nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the student's arrangements are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** The district may maintain sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs. A student shall be entitled to access facilities and participate in programs and activities consistent with his/her gender identity. If available and requested by any student, regardless of the underlying reason, the district shall offer options to address privacy concerns in sex-segregated facilities, such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6153 - School-Sponsored Trips)
(cf. 7110 - Facilities Master Plan)

5. **Student Records:** A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

6. **Names and Pronouns:** If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.

7. **Uniforms/Dress Code:** A student has the right to dress in a manner consistent with

his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

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